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CRITCHLOW, WILLIAMS & SCHUSTER

Nov 10 9 18 AM '71

VERNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL 265

GREEN BROOK PARK

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The Developer, Meadow Springs Development Corporation, hereby amends in the following particulars the easements, reservations, covenants and conditions which were executed on June 28, 1971 and which were recorded on July 6, 1971 under Auditor's File No. 623449, covering the following described real property situated in Benton County, Washington:

Lots 1 through 9, Block 1, Plat of Green Brook Park as recorded in Volume 8, Page 133 of Plats, records of Benton County, Washington.

The following Articles and Sections of the covenants are hereby amended to read as follows:

ARTICLE III

Section 2. If within fifteen years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration with the processing papers for Green Brook Park. And provided further that the Developer shall not be entitled to any additional votes for the lots which it owns in the annexed areas. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the Amendments - 1

*Walt*  
CRITCHLOW, WILLIAMS, RYALS & SCHUSTER  
ATTORNEYS AT LAW  
1177 JADWIN BUILDING  
P. O. BOX 268  
RICHLAND, WASHINGTON 99222

1 members of the Association who are voting in person or by proxy  
2 at a meeting duly called for this purpose, written notice of  
3 which shall be sent to all members not less than thirty (30) days  
4 nor more than sixty (60) days in advance of the meeting setting  
5 forth the purpose of the meeting. At this meeting, the presence  
6 of members or of proxies entitled to cast sixty per cent (60%) of  
7 the votes shall constitute a quorum. If the required quorum is  
8 not forthcoming at any meeting, another meeting may be called,  
9 subject to the notice requirement set forth above, and the  
10 required quorum at any such subsequent meeting shall be one-half  
11 (1/2) of the required quorum at the preceding meeting. No such  
12 subsequent meeting shall be held more than sixty (60) days follow-  
13 ing the preceding meeting.

14 ARTICLE V

15 VOTING RIGHTS IN THE ASSOCIATION

16 The Association shall have two classes of voting membership:

17 Class A. Class A members shall be all those Owners as def-  
18 fined in Article I with the exception of the Developer. Class A  
19 members shall be entitled to one vote for each Lot or Unit in  
20 which they hold the interest required for membership by Article  
21 IV. When more than one person holds such interest in any Lot or  
22 Unit, all such persons shall be members. The vote for such Lot  
23 shall be exercised as they among themselves determine, but in no  
24 event shall more than one vote be cast with respect to any Lot  
25 or Unit.

26 Class B. The Class B member(s) shall be the developer. The  
27 Class B member(s) shall be entitled to three (3) votes for each  
28 Lot in which it holds the interest required for membership by  
29 Article IV, provided that the Class B membership shall cease and  
30 be converted to Class A membership on the happening of either of  
31 the following events, whichever occurs earlier: (a) When the  
32 total votes outstanding in the Class A membership equal the total

Amendments - 2

1 votes outstanding in the Class B membership, or (b) on  
2 September 1, 1974.

3 ARTICLE VII

4 Section 3. Amount of the Monthly Assessments. The amount  
5 of the monthly assessments shall be as follows:

6 Each owner or contract purchaser shall pay the amount of  
7 \$7.00 per month per lot and in addition in the case of multiple  
8 family dwellings constructed on any such lot or lots \$1.00 per  
9 month for each separate living unit within a multiple family  
10 dwelling. During such time as title to the common properties is  
11 held by the Trustee such sum shall be payable to the Developer.  
12 Upon termination of the trust and conveyance of the common  
13 properties to the Association the sum shall be payable to the  
14 Association. Said monthly assessments may be increased by the  
15 Association with the consent of two-thirds (2/3) of the members  
16 voting in person or by proxy at a meeting duly called for such  
17 purpose, written notice of which shall be sent to all members not  
18 later than thirty (30) nor more than sixty (60) days in advance  
19 of the meeting. After consideration of current maintenance costs  
20 and future needs of the Association the Board of Trustees may  
21 fix the monthly assessment at an amount not in excess of the  
22 maximum. The monthly assessment may be increased by the Associa-  
23 tion without the assent of two-thirds (2/3) of the members in an  
24 amount not in excess of three (3) per cent per year.

25 Section 5. Special Assessments for Capital Improvements.

26 In addition to the annual assessments authorized above, the  
27 Association may levy, in any assessment year, a special assessment  
28 applicable to that year only for the purpose of defraying, in  
29 whole or in part, the cost of any construction, reconstruction,  
30 repair or replacement of a capital improvements upon the Common  
31 Area, including fixtures and personal property related thereto,  
32 provided that any such assessment shall have the assent of two-

Amendments - 3

1 thirds (2/3) of the votes of each class of members who are voting  
2 in person or by proxy at a meeting duly called for this purpose.

3 Section 6. Date of Commencement of Monthly Assessments-Due  
4 Dates. As to each particular lot involved, the liability for the  
5 monthly assessments provided for in Section 3 of this Article  
6 VII shall begin on the first day of the calendar month following  
7 the expiration of six (6) months from the date of any deed or  
8 real estate contract of sale for the lot, or on the first day of  
9 the calendar month following occupancy of the premises, whichever  
10 is earlier. Said assessment shall be due and payable on such date  
11 and on the first day of each calendar month thereafter. The due  
12 date of any special assessments under Section 5 of this Article  
13 VII shall be fixed by the Trustee, or as to the Association, by  
14 the resolution authorizing such assessment. No assessments shall  
15 be due until the Developer conveys title to the Trustee or the  
16 Association to the fully developed common properties.

17 **ARTICLE IX**

18 ARCHITECTURAL CONTROL: No building shall be erected, placed  
19 or altered on any lot (residential or non-residential) on the  
20 property until the building, plans, specifications, plot plan,  
21 landscaping and fencing plan, showing the nature, kind, shape,  
22 height, materials, and location of such building have been approved  
23 in writing as to conformity and harmony of external design with  
24 existing structures in the subdivision, and as to location of the  
25 building with respect to topography and finished ground elevation,  
26 by a committee composed of Milo B. Bauder, Dennis E. Davin, and  
27 R. S. Carrier, or by a representative designated by a majority of  
28 the members of said committee. In the event said board or its  
29 designated committee fails to approve or disapprove such design  
30 and location within thirty (30) days after said plans and  
31 specifications have been submitted to it approval will not be  
32 required and this article will be deemed to have been fully

Amendments - 4

1 complied with. Neither the members of such committee, nor its  
2 designated representatives shall be entitled to any compensation  
3 for services performed pursuant to the covenant. The powers and  
4 duties of said committee members shall cease upon the termination  
5 of the developmental period, or upon the prior death of all three  
6 of said members. Thereafter the committee approval described in  
7 this covenant shall be obtained from the Architectural Control  
8 Committee of the Association. The Architectural Committee shall  
9 be composed of three or more representatives who shall be  
10 appointed by the Board of Trustees of the Association.

11 All plans, specifications and plot plans which must be  
12 submitted for approval hereunder shall be submitted to said  
13 committee at the following address:

14 Green Brook Park Architectural Control Committee  
15 P. O. Box 785  
16 Richland, WA 99352

17 or to such other address as may hereafter be given in writing to  
18 the owners or contract purchasers involved by the Developer or by  
19 said committee.

20 SIGNS: No signs shall be erected or maintained on any  
21 residential lot in the tract, except that not more than one  
22 approved FOR SALE or FOR RENT sign placed by the owner or builder  
23 or by a licensed real estate broker, not exceeding eighteen (18)  
24 inches high and twenty-four (24) inches long, may be displayed on  
25 any lot.

26 ARTICLE IX

27 Section 3. Entranceway Screening Easement. An easement is  
28 reserved over, under and upon the following described property in  
29 Green Brook Park for the purpose of installation and maintenance  
30 of fences, piers, plantings and other facilities and equipment  
31 necessary for protective screening purposes, together with  
32 the right to enter upon said property at all times for the  
Amendments - 5

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purposes stated:

Lots 1, through 9, Block 1, Plat of Green Brook Park as recorded in Volume 8, Page 133 of Plats, records of Benton County, Washington.

Article VI, Section 1 (c) and Article VII, Section 4 are hereby repealed and deleted from the covenants.

Section 4 of Article VI is hereby added to read as follows:

Common Properties Described. The common properties referred to herein are more particularly described as follows:

Lot 2, Block 3, Green Brook Park as recorded in Volume 8 of Plats, page 133 of plats, records of Benton County, Washington.

DATED: This 9th day of November, 1971.

MEADOW SPRINGS DEVELOPMENT CORPORATION,  
a Washington corporation

By: Milo B. Bauder  
Milo B. Bauder, President

ATTEST:


By: Max S. Burrup  
Max S. Burrup, Secretary


Amendments - 6

1 STATE OF WASHINGTON)  
2 : SS  
3 COUNTY OF BENTON.)

4 On this 9 day of NOVEMBER, 1971, before me, the under  
5 signed a Notary Public in and for the State of Washington, duly  
6 commissioned and sworn, personally appeared Milo B. Bauder and  
7 Max S. Burrup to me known to be the President and Secretary,  
8 respectively, of Meadow Springs Development Corporation, the  
9 corporation that executed the foregoing instrument, and acknowledged  
10 the said instrument to be the free and voluntary act and deed of  
11 said corporation, for the uses and purposes therein mentioned,  
12 and on oath stated that they are authorized to execute the said  
13 instrument and further stated that the corporation owns not less  
14 than 90% of the property covered by these covenants and that the  
15 seal affixed (if any) is the corporate seal of said corporation.

16 WITNESS my hand and official seal hereto affixed the day  
17 and year first above written.

18   
19 Notary Public in and for the State  
20 of Washington, residing at Richland  
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SCHEDULE "A"

IN THE COUNTY OF BENTON, STATE OF WASHINGTON:

That portion of the south half of south half of south half of north half and of south half of Section 35, Township 9 north, range 28 east, W.M., lying northeasterly of center line of Badger East Lateral, EXCEPT south 652 feet thereof and EXCEPT following described tract:

Beginning at northeast corner of south half of south half of south half of north half of said section; thence south along east line thereof 505 feet; thence west parallel with the north line of south half of south half of south half of north half of said section 860 feet; thence south parallel with the east line of said section 204 feet; thence west parallel with the north line of south half of south half of south half of north half of said section to center line of Badger East Lateral; thence northerly along said center line to north line of south half of south half of south half of north half of said section; thence east along said north line to point of beginning.

And

Section 36, Township 9 North, Range 28 East, W.M., EXCEPT the south half of southwest quarter and EXCEPT Meadow Springs # 1 and Meadow Springs #2.

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Date: Jan 10 1973  
TAX PAID \$ \_\_\_\_\_  
THIS DATE 2-1-73  
Rec. No. \_\_\_\_\_  
ELLEN BEARDI, TREASURER  
By: [Signature]  
Deputy Treasurer

FEB 1 10 52 AM '73

VERNER HILLES, AUDITOR

AMENDMENTS TO GREEN BROOK PARK  
86 369, 310, 311, 312

The Developer, Meadow Springs Development Corporation, hereby amends in the following particulars the eastments, reservations, covenants and conditions which were executed on June 28, 1971 and which were recorded on July 6, 1971 under Auditor's File No. 623449, and which were amended by amendment executed on November 9, 1971 and recorded on November 10, 1971 under Auditor's File No. 627636.

The following articles and sections of the covenants are hereby amended to read as follows:

ARTICLE II

INDEXED BY [Signature]  
CHECKED BY \_\_\_\_\_

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in the City of Richland, Benton County, Washington and is described as follows:

All of the plat of Green Brook Park, as recorded in Volume 8, page 133 of plats, records of Benton County, Washington.

ARTICLE VI

Section 4. Common Properties Described: The common properties referred to herein are more particularly described as follows:

Blocks 2 and 3, Green Brook Park, as recorded in Volume 8 of plats, page 133, records of Benton County, Washington.

That portion of Tract B Meadow Springs No. 1, in Volume 8 of plats, page 133, records of Benton County, Washington, lying westerly of the easterly line of the U.S.B.R. drainage right of way over and across said tract.

DATED: This 5th day of January, 1973.

MEADOW SPRINGS DEVELOPMENT CORPORATION,  
a Washington Corporation

By: [Signature]  
Milo B. Bauder, President



JAN 15 10 46 AM '75

VERNER MILLER, AUDITOR  
DEPUTY  
RECORDED IN VOL 922

AMENDMENTS TO GREENBROOK PARK #2

The Developer, Milo B. Bauder and Donna L. Bauder, husband and wife, hereby amends in the following particulars the easements, reservations, covenants and conditions which were executed on June 28, 1971, and which were recorded on July 6, 1971 under Auditor's File No. 623449, and which were amended by amendment executed on November 9, 1971 and recorded on November 10, 1971 under Auditor's File No. 627636.

The following articles and sections of the covenants are hereby amended to read as follows:

ARTICLE VII

In Section 2, Purpose of Assessments,  
Add

In addition the assessment shall be used for payment of domestic water, sewer, and garbage collection.

ARTICLE XII

Add Section 7. Fireplace overhang--there will be a maximum fireplace overhang easement of 30 inches on the adjacent lot where a zero lot line exists.

DATED: This 10th day of January, 1975.

Milo B. Bauder  
Milo B. Bauder, Developer  
Donna L. Bauder  
Donna L. Bauder

INDEXED BY J.M.  
CHECKED BY [Signature]

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## COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAR 11 9 00 AM '74

GREENBROOK PARK #2

RECORDED BY  
DATE  
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THIS DECLARATION, made on the date hereinafter set forth by MEADOW SPRINGS DEVELOPMENT CORPORATION, and MILO B. BAUDER AND DONNA L. BAUDER, his wife, hereinafter referred to as "Declarant,"

WITNESSETH:

INDEXED BY JW.CHECKED BY [Signature]

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below;

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions, shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

## DEFINITIONS

Section 1. "Association" shall mean and refer to Meadow Springs Home Owner's Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Unit" shall mean and refer to any individual multi-unit dwelling shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

TA-R

Section 8. "Declarant" shall mean and refer to Meadow Springs Development Corporation and Milo B. Bauder and Donna L. Bauder, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in the City of Richland, Benton County, Washington, and is described as follows:

Lots 1 through 4, Block 1, and Lots 1 through 10, Block 2, according to plat thereof, recorded in Volume 8, page 158 of plats, records of Benton County, Washington

## ARTICLE III

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds of the members of the Association at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting. In the event the two-thirds of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the developmental period, annexation of additional properties under this Section 1 shall also require the prior written approval of the Developer.

Section 2. If within fifteen years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be

in accordance with a general plan submitted to the Federal Housing Administration with the processing papers for Greenbrook Park #2. And provided further that the Developer shall not be entitled to any additional votes for the lots which it owns in the annexed areas. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty per cent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

#### ARTICLE IV

##### MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the "member." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred

to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's inereest in, any such lot or lots shall be the sole qualification for membership.

#### ARTICLE V

##### VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two classes of voting membership:

CLASS A: Class A members shall be all those owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each lot or Unit in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot or Unit, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot or Unit.

CLASS B: The Class B member(s) shall be the Developer. The Class B member(s) shall be entitled to three votes for each lot in which it holds the interest required for membership by Article IV, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on

#### ARTICLE VI

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Member's Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property;

(c) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for non-payment of an assessment, upon the request of the Developer.

(e) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty days not more than sixty days in advance; and

(f) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), and (e) shall require the prior approval of both the Trustee and the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common properties and facilities to the members of his family, or his tenants, who reside on the property, and, subject to regulation by the Association to his temporary guests.

Section 3. The Trustee. The Trustee shall hold said common properties in trust for the benefit and enjoyment of the residents of the properties during the developmental period, at which time the trust shall terminate, and the Trustee shall thereupon convey the common properties to the Association subject to the provisions of this declaration or supplemental declaration. During the terms of said trust, the Developer shall exercise control over the collections and disbursement of assessments and over the development and maintenance of the common properties and related facilities: Provided, however, that in the event the Trustee is notified by the Federal Housing Administration that it has received complaints against the Developer, which in nature and numbers are sufficient, in the opinion of the Federal Housing Administration, to indicate that the Developer is acting unreasonably in the exercise of its control over the collection and disbursement of assessments and development and maintenance of the common properties and related facilities, the Trustee shall have the power to relieve the Developer of such control and, in such event the Trustee shall assume such control itself, either directly or through the appointment of an agent or agents.

Section 4. COMMON PROPERTIES DESCRIBED. The common properties referred to herein are more particularly described as follows:

Block 2, Block 3, Greenbrook Park as recorded in volume 3 of plats, page 133 of plats, records of Benton County, Washington

and

That portion of Tract B, Meadow Springs No. 1, recorded in volume 8 of plats, page 132, lying westerly of the 10 foot utility easement traversing said tract, said easement lying east of U.S.B.R. drainage right of way, records of Benton County, Washington

and

Lot 5, Block 1, Greenbrook Park #2, according to plat thereof recorded in volume 8 of plats, page 158 of plats, records of Benton County, Washington.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvements such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them: Provided, however that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for

the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair, and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the establishment and operation of the Meadow Springs Patrol, a private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of the entry gate and gatehouse, and the cul-de-sac planters on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of 24 dollars per month per lot. During such time as title to the common properties is held by the Trustee such sum shall be payable to the Developer. Upon termination of the trust and conveyance of the common properties to the Association the sum shall be payable to the Association the sum shall be payable to the Association. Said monthly assessments may be increased by the Association with the consent of two-thirds by the members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not later than thirty nor more than sixty days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum. The monthly assessment may be increased by the Association without the assent of two-thirds of the members in an amount not in excess of three per cent per year.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Monthly Assessments-Due Dates.

As to each particular lot involved, the liability for the monthly assessments provided for in Section 3 of this Article VII shall begin on the first day of the calendar month following the expiration of six months from the date of any deed or real estate contract of sale for the lot, or on the first day of the calendar

month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar thereafter. The due date of any special assessments under Section 4 of this Article VII shall be fixed by the Trustee, or as to the Association, by the resolution authorizing such assessment. No assessments shall be due until the Developer conveys title to the Trustee or the Association to the fully developed common properties.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all lots, including lots upon which multiple family dwellings are constructed, that portion of the assessment which is determined on the basis of an additional amount per living unit shall always be fixed at a uniform rate and shall never exceed one-seventh of the assessment amount per lot.

Section 7. Effect of Nonpayment of Assessments - Remedies. If any assessment is not paid within thirty days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of \_\_\_\_\_ (interest corresponding to the then current FHA interest rate then in effect at the time of delinquency) and the Developer, or, upon termination of the trust, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties; and
- (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington. How-

ever, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VIII

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes or units upon the properties and placed on the dividing line between the lots or units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Easement for Maintenance. The right of any owner to an easement over another owner's property for purposes of maintenance of one's own property shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE IX

### ARCHITECTURAL CONTROL:

No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building

plans, specifications, plot plan, landscaping, and fencing plan showing the nature, kind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Milo B. Bauder, Dennis E. Davin, and R. S. Carrier, or by a representative designated by a majority of the members of said committee. In the event said board or its designated committee fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the developmental period, or upon the prior death of all three of said members. Thereafter, the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association. The Architectural Committee shall be composed of three or more representatives who shall be appointed by the Board of Trustees of the Association.

All plans, specifications and plot plans which must be submitted for approval hereunder shall be submitted to said committee at the following address:

MEADOW SPRINGS ARCHITECTURAL CONTROL COMMITTEE  
P. O. Box 785  
Richland, Washington 99352

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said committee.

Signs: No signs shall be erected or maintained on any residential lot in the tract except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or builder or by a licensed real estate broker, not exceeding 18 inches high and 24 inches long, may be displayed on any lot.

#### ARTICLE X

##### EXTERIOR MAINTENANCE:

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon

said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

## ARTICLE XI

### USE RESTRICTIONS:

- Section 1. Enjoyment of Property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.
- Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.
- Section 3. Pets. Owners shall observe and obey the laws applicable to the residents of Benton County pertaining to care, control and husbandry of animals and pets.
- Section 4. Commercial Activity. There shall be no commercial activity by the members of this Association within the properties of this Association.
- Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence.
- Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.
- Section 7. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept according to the provisions of Section 3 hereof.
- Section 8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.
- Section 9. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.
- Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnells, mineral excavations or shafts be permitted upon or in any lot.
- Section 11. Water Supply. No individual water supply system shall be permitted on any lot.
- Section 12. Windows and Openings. No windows or openings, to include vents, shall open on to the property of another where a zero line wall exists, excepting where building is facing any "Common Area" ten feet or more in width.

Section 13. Distance Between Buildings. In all cases there shall be a distance of ten feet between buildings, and a given distance of ten feet from all existing public roads occupied by vehicular traffic. In all cases, the setback requirements for front yard, rear yard and side yard shall not be in derogation of County standards and practices for developments of this type.

Section 14. Setback and Fence Requirements for Fairway Units. No structures except original construction shall be constructed or maintained closer than twenty feet to the fairway property line. No fence shall be constructed across the rear of the lot closer than fifteen feet to the fairway property line without the prior written approval of the Architectural Control Committee.

## ARTICLE XII

### EASEMENTS:

Section 1. Common Area. The entire common area shall be subject to an easement of access and enjoyment for all the member owners of the Association.

Section 2. Utilities. All property, both private and the Common Area, shall be subject to an easement for public utilities of all types.

Section 3. Roof Overhang. There will be a maximum roof overhang easement of two feet on the adjacent lot where a zero lot line exists.

Section 4. Maintenance. Each wall which is built as a part of the original construction of the homes or units upon the properties and placed on the dividing line between the lots shall constitute a party wall and each owner therein shall have an easement over the adjacent property for maintenance of exterior walls, roofs and sidings and this easement for maintenance shall run with the land.

Section 5. Turn-Around Area. An easement is hereby reserved at the interior of each Association owned road, which has a dead end, sufficient to construct a turn-around area for use by vehicular traffic.

Section 6. Persons lawfully using the Meadow Springs Golf Course shall have an easement to come upon fairway lots solely for the purpose of retrieving golf balls from upon any such fairway lot.

## ARTICLE XIII

### MEMBERSHIP IN MEADOW SPRINGS GOLF & COUNTRY CLUB:

Each lot owner or contract purchaser shall, upon making application therefor, be entitled to either a social membership or, if there are playing memberships then available, a playing membership in Meadow Springs Golf and Country Club, subject to the Articles of Incorporation and the Bylaws of the Golf Club and to the continued

payment of the dues and fees as fixed for social and playing members respectively by the Board of Directors of the Golf Club. Social members shall be entitled to the use of any clubhouse, swimming pool, tennis court or other recreational facility located on the Golf Club grounds, with the exception of the golf course itself. Playing members shall be entitled to all of the privileges of social membership and in addition shall be entitled to the use of the golf course. The number of social memberships shall not be limited but the number of playing memberships shall be subject to limitation by the Board of Directors of the Golf Club. It is understood that both social and playing memberships may, in the discretion of the Board of Directors of the Golf Club be open to persons other than the owners or contract purchasers of lots in the Meadow Springs Development Corporation.

#### ARTICLE XIV

##### GENERAL PROVISIONS:

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these or restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot or unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of this Declaration may be amended during the first twenty year period by an instrument signed by not less than 90% of the lot owners, and thereafter by an instrument signed by not less than 75% of the lot or unit owners. Any amendment must be properly recorded.

Section 4. FHA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA: Annexation of Additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

SCHEDULE A

IN THE COUNTY OF BENTON, STATE OF WASHINGTON:

That portion of the south half of south half of south half of north half and of south half of Section 35, Township 9 north, Range 28 east, W.M., lying northeasterly of center line of Badger East Lateral, EXCEPT south 652 feet thereof and EXCEPT following described tract:

Beginning at northeast corner of south half of south half of south half of north half of said Section; thence south along east line thereof 505 feet; thence west parallel with the north line of south half of south half of north half of said Section 860 feet; thence south parallel with the east line of said Section 204 feet; thence west parallel with the north line of south half of south half of south half of north half of said Section to center line of Badger East Lateral; thence northerly along said center line to north line of south half of south half of south half of north half of said section; thence east along said north line to point of beginning.

AND

Section 36, Township 9 north, Range 28 east, W.M., EXCEPT the south half of southwest quarter and EXCEPT Meadow Springs No. 1 and Meadow Springs No. 2.