

**AFTER RECORDING MAIL TO:  
RECORDED AT THE REQUEST OF:**

Bruce A. Spanner  
MILLER, MERTENS, SPANNER & COMFORT, P.L.L.C.  
1319 Lee Boulevard  
Richland, WA 99352  
*EA-MJ*

**FRONTIER TITLE CO.**

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

*1-1908-100-0001-001 10P  
1-2008-100-0001-001 10P  
1-2108-100-0001-001 10P*

Assessor's Tax Parcel ID Number:       N/A      

**WHEREAS**, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

**WHEREAS**, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, Page 1 of 4

**WHEREAS**, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9<sup>th</sup> day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19<sup>th</sup> day of July, 2001 under Recording No. 2001-021610; and

**WHEREAS**, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15<sup>th</sup> day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19<sup>th</sup> day of December, 2003 under Recording No. 2003-061197; and

**WHEREAS**, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

**NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:**

1. Section 6.3 of Article 6 is hereby amended to read as follows:

Section 6.3. Leasing Restrictions. Except for Lots and Living Units located within Horn Creek at Horn Rapids, and except as may be authorized under the Declaration of Covenants, Conditions, Restrictions and Easements For Horn Creek At Horn Rapids: A Planned Unit Development Neighborhood, as now in effect, or hereafter adopted or amended, no Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.



2. Section 6.5 of Article 6 is hereby amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Creek at Horn Rapids neighborhood. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 9 day of July, 2007.

NORTH STONE RICHLAND, LLC

By: Stew Stone  
Stew Stone, Member

By: Paul Beals  
Paul Beals, Managing Member of  
Santiam Development Company, LLC

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

STATE OF Oregon )  
 )  
COUNTY OF Linn )

§

On this 10th day of July, 2007, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Silverton  
My Commission Expires: 7/26/09

STATE OF OREGON )  
 )  
COUNTY OF Linn )

§

On this 9th day of July, 2007, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Randall J. Fischer  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Silverton, Oregon  
My Commission Expires: Jan 13, 2009

B05324/ Fourth Amendment to CCRS 070601