



2001-021610
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07/19/2001 11:32A
Benton County

MILLER MERTENS & SPA AND S.00

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

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

Reference numbers of related documents: Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, Recording No. 94-18376

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

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

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to Horn Rapids Master Homeowners Association its rights, responsibilities and obligations under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland, on July 29, 1993; and

WHEREAS, in connection with said assignment, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property.

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. A new section is hereby added to Article II as follows:

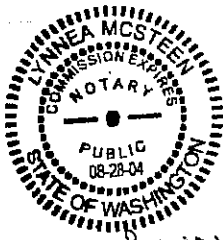
Section 2.4. Horn Rapids Irrigation System. Effective on the date hereon, the Horn Rapids Master Homeowners Association covenants and agrees to accept the assignment from, and perform the obligations of, Columbia Triangle Venture, L.P. under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland dated July 29, 1993, and the same is incorporated herein by reference. The Horn Rapids Master Homeowners Association further agrees that the net obligations assumed under said Agreement are assessable against the lots as a homeowners association expense.

- 2. 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 shall remain in full force and effect.

DATED this 9th day of July, ²⁰⁰¹ 1999.

COLUMBIA TRIANGLE VENTURE, L.P.

By: [Signature]
DONALD M. JASPER, SECRETARY,
~~ROBERT BALDWIN, President, Columbia~~
Venture Partners, Inc., its General Partner



[Signature]
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AFTER RECORDING MAIL TO:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

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

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

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

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



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21.00 Benton County

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

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 9th day of July 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July under Recording No 2001-021610 and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Master Homeowners Association authority to impose an initial assessment against all of the Living Units within the development.

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. A new section is hereby added to Article IV as follows:

Section 4.14. Initial One Time Assessment. Effective January 2, 2004 a one time initial assessment of \$100.00 shall be assessed against every Living Unit. Thereafter, the Association shall assess and collect an initial one time assessment in the amount of \$100.00 from the first person, corporation or entity that acquires by purchase, assignment, gift, inheritance or otherwise, any Living Unit. This initial one time assessment shall be in addition to any other annual or special assessments. The proceeds from this initial one time assessment shall be deposited and kept in the Association's reserve account to be used exclusively for capital improvements, major repairs and replacement expenses.

2. Section 4.5 of Article IV is hereby amended to read as follows:

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Sections 4.3, 4.8, 4.14 and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in



favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

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 15th day of December, 2003.

COLUMBIA TRIANGLE VENTURE, L.P., a
Washington Limited Partnership, by its General
Partner:

COLUMBIA VENTURE PARTNERS, INC.,
a Washington Corporation

By:


DONALD M. JASPER

Its: SECRETARY

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**THIRD 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

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

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 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th 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 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th 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 1.8 of Article IV is hereby amended to read as follows:

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE, L.P., a Washington Limited liability partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids then owned by Declarant for the purpose of development (excluding Participating Builders), or acquire an ownership interest in, including an option to purchase, a substantial portion of the then-undeveloped Parcels from the City of Richland, its successors and assigns; provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.



- 2. 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 29th day of JULY, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By: [Signature]
DONALD M. JASPER, Secretary, Columbia
Venture Partners, Inc., its General Partner

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On this 29th day of JULY, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

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

[Signature: Michael J. Leonard]
NOTARY PUBLIC in and for the State of
Washington, residing at Covington, WA
My Commission Expires: 12/06/07

