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Condominium Law Group, PLLC
10310 Aurora Avenue North
Seattle, Washington 98133
(206) 633-1520

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE COMMUNITY OF MARINA VISTA ESTATES**

GRANTOR: MARINA VISTA ESTATES HOMEOWNER'S ASSOCIATION

GRANTEE: MARINA VISTA ESTATES HOMEOWNER'S ASSOCIATION

LEGAL DESCRIPTION: THE COMMUNITY OF MARINA VISTA ESTATES,
ACCORDING TO THE DECLARATION THEREOF
RECORDED UNDER BENTON COUNTY RECORDING NO.
2000004997; AND THE PLAT AND PLANS RECORDED IN
VOLUME 15 OF PLATS, PAGE 51, IN THE RECORDS OF
BENTON COUNTY, WASHINGTON

ASSESSOR'S TAX PARCEL ID#: 1-1398-302-0006-000

REFERENCE # (If applicable): 2000004997

This Amendment to the Declaration of the above-named Association is made as of this 9th day of March, 2011.

RECITALS

The Declaration of Covenants, Conditions, Restrictions and Easements for the Community of Marina Vista Estates (hereinafter, the "Declaration") was recorded on March 2, 2000, in Benton County, Washington under recording number 2000004997; together with the Plat and Plans recorded in Benton County, Washington in Volume 15 of Plats, Page 51.

The Marina Vista Estates Homeowner's Association desires to amend the Declaration in certain respects to restrict the Leasing of Lots and establish procedures for the replacement of exterior siding on residences.

Pursuant to Section 2.2 of the Bylaws and Article V, Section 5.3 of the Declaration, after not less than fourteen (14) nor more than sixty (60) days notice duly given to all owners, a meeting was duly called and held on the 8th day of January, 2011 and not less than seventy-five percent (75%) of the Lot Owners voted to amend the Declaration as set forth herein.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Marina Vista Estates Homeowner's Association do hereby declare and adopt the following Amendment to the Declaration:

AMENDMENT

- A. The first introductory paragraph of the Declaration is deleted and replaced with the following:

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COMMUNITY OF MARINA VISTA ESTATES ("Declaration") is made by MARINA VISTA ESTATES, LLC, a Washington Limited Liability Company, ("Developer") by and through its Manager, to set forth, among other things, provisions which will subject the Community of Marina Vista Estates ("Development") located in Richland, Benton County, Washington, to certain covenants, conditions, restrictions, easements and other provisions. The Development is legally described as Tract F, Columbia Point, Richland, Benton County, Washington having Tax Parcel No. 1-1398-302-0006-000.

- B. The following new definitions are hereby added to **Article I. Definitions and Explanations**:

1.15 "Leasing" or "Renting" a Lot means and includes the granting of a right to use or occupy a Lot, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other

goods or services of value); or the occupancy of a Lot solely by a person or persons other than its Owner or a Related Party, whether or not rent is paid; but does not mean and include joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership, or the occupancy of a Lot by any person who resides in a Lot with its Owner or a Related Party, whether or not rent is charged therefore.

1.16 "Lease" means any agreement or other writing executed by both the Owner and Tenant(s) which memorializes the terms of the Leasing of a Lot.

1.17 "Occupant" means anyone who occupies a Lot as a permanent residence or who stays overnight in any Lot more than sixty (60) days per calendar year. The Board, at its discretion, may grant exceptions to this time period upon written request.

1.18 "Related Party" means a person who has been certified in a written document filed by a Lot Owner with the Association to be the spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or lineal descendant or ancestor of the Owner, the member of any Owner which is a limited liability company, the trustee or beneficiary of any Owner which is a trust, or the partner of any Owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns a Lot shall be deemed to be the Owner of the Lot for all purposes under the Declaration.

1.19 "Tenant" means and includes any lessee, renter, tenant and all other non-Owner Occupants of a Lot that is not occupied by its Owner or a Related Party, whether or not rent is paid. Tenant does not mean or include any person who occupies a Lot with an Owner Occupant or a Related Party, whether or not rent is paid.

C. The following paragraph is added to Article II, Section 2.9:

In order to maintain a uniform exterior appearance throughout the Association, the Architectural Control Committee shall have the power to determine the timing and specifications for the repair and replacement of the exterior siding systems on the Homes in the Association. The Board may require repair and replacement of the siding systems of multiple Lots at the same time. The Board shall have the power to adopt, amend and enforce guidelines and procedures regarding such repair and replacement. The Association may act as facilitator and administrator in the repair and replacement of the exterior siding systems, but the Association will not be a party to contracts for the repair and replacement work except as provided in Article IV, Section 4.18.

D. The following new Section 3.3.A is hereby added to Article III:

3.3A Reserves for Exterior Siding Replacement. The Board shall establish and maintain a Reserve Fund for the repair and replacement of the exterior siding systems of the Homes on each Lot which shall be financed by the Lot Owners. The Board may establish, as part of the annual budget, a reasonable contribution rate for this Reserve Fund. Required contributions to this Reserve Fund shall be treated like any other

Assessments. Reserves shall be considered an appurtenance to each Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot to which it appertains and shall be deemed transferred with such Lot to successors in interest. The Reserve Fund shall be expended only for the purpose of repair and replacement of the exterior siding systems and only for projects initiated by the Association. The Board, at its sole discretion, may adopt, amend and enforce rules and procedures for the administration of this Reserve Fund.

E. Article IV, Section 4.9 is deleted and replaced with the following new provisions:

4.9.1 Leasing Defined and Regulated. The Leasing of a Lot shall be governed by the provisions of the Declaration, including, without limitation, this Section 4.9. As used in the Declaration the terms "to rent", "rental" or "renting" may be used interchangeably with the term "Leasing" and shall refer to and include the Leasing of a Lot by its Owner and to the occupancy of a Lot solely by a person or persons other than its Owner, whether or not rent is paid; provided that the terms "to rent", "rental" or "renting" shall not refer to the occupancy of a Lot by a Related Party. Notwithstanding anything herein to the contrary, Section 4.9 shall not be applicable to the Lease of a Lot acquired by the Association following a foreclosure of the Association's lien for Assessments; to the Lease of a Lot by a receiver appointed on the motion of the Association in connection with a lien foreclosure action filed by the Association; or to a Mortgagee, institutional holder or loan servicer in possession of a Lot following default on a mortgage or deed of trust (or foreclosure of the same).

4.9.2 Pre-existing Leased Lot. On the date this Amendment is recorded, there may be existing Lots under Lease. A Lot subject to a Lease on that date is a "Pre-existing Leased Lot". For a period of three (3) years after the recording date of this Amendment, Pre-existing Leased Lots shall not be subject to sections 4.9.5, 4.9.6, 4.9.10, 4.9.13 and 4.9.14, but shall be subject to all other provisions of this Amendment. A Lot shall cease to be a Pre-existing Leased Lot and shall be treated like every other Lot for purposes of this Section at the expiration of this three (3) year period.

4.9.3 Holders of Mortgages. The Association shall not withhold its consent to Lease a Lot to a Mortgagee, institutional holder or loan servicer in possession of a Lot following default on a mortgage or deed of trust (or foreclosure of the same) merely because the Lease would cause the number of non-owner occupied Lots to exceed the Rental Ceiling.

4.9.4 Rental Ceiling Set. Except as otherwise provided in Section 4.9, the maximum number of non-Owner occupied Lots in the Association at any one time shall not exceed four (4)(referred to in the Declaration as the "Rental Ceiling"). Pre-existing Leased Lots shall be included in the calculation of non-Owner occupied Lots.

4.9.5 Hardship Exemption. Where, on written application from an Owner, the Board determines that a hardship exists whereby that Owner would suffer serious harm

by virtue of the Rental Ceiling contained in Section 4.9.4, the Board may, in its discretion, grant an Owner a waiver of the Leasing restriction for a period of time determined by the Board, but not to exceed six (6) months, with the possibility of renewal upon application by the Lot Owner (the "Hardship Exemption").

4.9.6 One Year Occupancy Required. No Owner shall Lease a Lot until the Owner or Related Party has continuously occupied the Lot as a primary residence for at least one (1) year after the Lot Owner has taken ownership. This section is subject to the Hardship Exemption. This section does not apply in the case of a Mortgagee, institutional holder or loan servicer in possession of a Lot following default on a mortgage or deed of trust (or foreclosure of the same).

4.9.7 Minimum Lease Term Required. Every Lease shall be for an initial fixed term of not less than one (1) year. With the exception of Leases entered into by a Mortgagee in possession of a Lot following a Mortgage Foreclosure or a receiver in possession of a Lot during the pendency of a foreclosure by a Mortgagee or the Association, no Lot Owner shall be permitted to Lease his or her Lot for an initial occupancy period of less than one (1) year. Following this initial Lease term, Leasing by the same Tenant(s) may continue for lesser terms.

4.9.8 Entire Lot. No Lot Owner who does not occupy the Lot as a primary residence shall be permitted to Lease less than the entire Lot.

4.9.9 Lease Requirements. No Lease of a Lot shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to in the Declaration as a "Lease", "Leasing agreement" or "Rental agreement"). A hard copy of each Lease, after it has been executed by the Lot Owner(s) and Tenant(s), shall be provided by the Lot Owner to the Board of the Association or its designated agent.

4.9.10 Lease Approval. Prior to Leasing a Lot, the Lot Owner shall submit a request for the written consent of the Association to Lease the Owner's Lot. The request shall be submitted to the Board of Directors or its designated agent. The request shall be written on a form provided by the Association, signed by the Lot Owner and shall certify that the Lease to be entered into complies with the Governing Documents of the Association.

The Association shall, within ten (10) days of receipt of such request and all required information, grant its consent to the Lot Owner if the Owner has complied with Section 4.9 of the Declaration, and the Rental would not cause the aggregate number of all non-Owner occupied Lots to exceed the Rental Ceiling, with the exceptions set forth in this section.

If the Lot has not been Leased within one hundred and twenty (120) days of the Association's consent, consent is withdrawn and the Lot Owner must submit a new request to Lease the Lot.

4.9.11 Renewal of Leases. If the Owner of a Rental Lot and the existing Tenant wish to renew their Lease, the Association shall not withhold consent merely because the number of non-owner occupied Lots is equal to or greater than the Rental Ceiling if the Association has previously approved the Lease in the manner provided in this section.

4.9.12 Governing Documents. The Lot Owner shall provide a copy of the Declaration, Bylaws, and Rules and Regulations adopted by the Board to the Tenant as part of the Lease.

4.9.13 Effect of Rental Ceiling. If an Owner wishes to Lease a Lot but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Owner's name on the Rental Waiting List provided for in Section 4.9.14.

4.9.14 Rental Waiting List. The Board shall maintain a list of Owners, on a first come, first served basis, who desire to Rent or Lease their Lot (the "Rental Waiting List"). The Rental Waiting List includes all of the Lots whose Owners have applied for approval from the Association to Rent their Lots when the number of applications is equal to or exceeds the Rental Ceiling. The Association will approve Leases of Lots in the order listed on the Rental Waiting List, in order of date of application by the Lot Owner, and in the number such that the total number of applications approved for Rental, including applications for those Lots already Rented, is equal to the Rental Ceiling.

Each Owner who has Leased his or her Lot shall give written notice to the Association of any expiration and non-renewal or other termination of a Lease within ten (10) days of the date that the Owner learns of the expiration and non-renewal or other termination of the Lease. If a Lease is not renewed by the Tenant occupying the Lot or otherwise expires or is terminated by either party thereto, the Owner shall request the Association's consent to Lease the Lot prior to any execution of a subsequent Lease with any new Tenant. The name of the Owner seeking the Association's consent to the Lease will be placed at the end of the Rental Waiting List, and no Lease shall be approved for that Owner's Lot until all other Owners whose names had previously been added to the Rental Waiting List have been given the opportunity to Rent or Lease their Lots. A Lot Owner is not permitted to put their name on the Rental Waiting List if their Lot is currently Leased. If the number of Lots Rented is below the Rental Ceiling as a result of the non-renewal or other termination of a Lease or otherwise, the Association will notify in writing the first Lot Owner on the Rental Waiting List of its position on the List and that Owner shall have the opportunity to Lease his or her Lot pursuant to Section 4.9. This section is subject to the Hardship Exemption.

4.9.15 Association's Right to Evict and Levy Fines. Each Lot Owner shall have the responsibility to ensure compliance by a Tenant with the Association's Governing Documents, including the Declaration, Bylaws, and Rules and Regulations of the Association, or with any laws of the State of Washington or the United States of America. If a Lot Owner's Tenant fails to comply with the Governing Documents, that

Lot Owner may be assessed fines by the Association, after notice and an opportunity to be heard, in accordance with Rules and Regulations adopted by the Board. If the Tenant continues to fail to comply with the Governing Documents after written notice of the violation of the Declaration, Bylaws, and/or Rules and Regulations has been given to the Lot Owner, and if the Lot Owner fails or refuses to evict the Tenant after written notice and an opportunity to be heard, the Association shall have the power and authority to evict the Tenant. The Association shall not be liable in any way to the Lot Owner or Tenant for any exercise of its right to evict. The Lot Owner shall be responsible for all costs to evict, including legal fees, which costs shall be levied against the Lot as an Assessment, and which may be collected and foreclosed by the Association in the same manner as Assessments may be collected and foreclosed under Article 3 of the Declaration.

4.9.16 Rent Paid to Association. If a Lot is Leased by its Owner, the Board may collect, and the Tenant shall pay over to the Board, so much of the rent for such Lot as is required to pay any amounts due the Association hereunder, plus interest and costs, if the same are in default over thirty (30) days. The Tenant shall not have the right to question payment over to the Board, and such payment will discharge the Tenant's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or purchaser and the Lot under this Declaration for future or unpaid assessments and charges, nor operate as an approval of the Lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Lot or its Owner; nor in diminishment of any rights which a Mortgagee of such Lot may have with respect to such rents.

4.9.17 Limitation of Association's Liability. The Association shall not be liable in any way to a Related Party, Tenant or Occupant, more than it would be to an Owner for any accident or injury occurring in, on, around, or caused by the Common Elements, the Lot, or the Limited Common Elements, except as covered by insurance and according to the Association's standard policy. Each Owner who Leases a Lot agrees to hold the Association harmless for any claims brought by the Lot's Tenants, Occupants, or guests against the Association.

4.9.18 Tenant Screening. The Board may adopt a rule that requires any Owner desiring to Lease a Lot to have any prospective Tenant screened or a credit report obtained, at the Owner's sole cost and expense, by a tenant screening service designated or approved by the Board, and to furnish the proof that the report was obtained to the Board or its designated agent prior to an Owner entering into a Lease with a prospective Tenant.

4.9.19 Rental Processing Fees. The Board is authorized to establish and charge reasonable fees in connection with the Leasing of Lots and for maintaining Tenant information, in order to defray the added administrative and physical costs of such activities. Such processing fees shall be collectible as an Assessment against the Lot which is Leased and its Owner.

4.9.20 Insurance Carried By Tenants. The Board is authorized to establish rules and regulations affecting Tenants, including that Tenants must obtain and provide proof of insurance for the Lot.

4.9.21 Tenants' Subleasing Lots. No Tenant may sublease a Lot or any part of a Lot (e.g., a room).

4.9.22 Non-Discrimination. Neither the Association nor any Lot Owner shall discriminate against any person on the basis of a legally protected classification under local, state or federal law.

F. The following paragraph is added to **Article IV, Section 4.18:**

With regard to maintenance and repair work other than landscaping, after notice to an Owner from the Association of the Owner's failure to maintain or repair his or her individual Home or Lot, and after approval of a two thirds (2/3) majority vote of the Board, the Association shall have the right, through its agents and employees, and upon not less than thirty (30) days prior written notice, to enter upon any Lot where an Owner has failed or refused to properly maintain or repair his or her Home or Lot, in order to perform such maintenance or repair work. The cost of such work shall constitute a Special Assessment burdening such Owner and the subject Lot only, and the provisions of this Declaration regarding collection of Assessments shall apply thereto. The Board may use any portion of the Reserve Fund for exterior siding system repair and replacement which is appurtenant to the subject Lot to reimburse any costs associated with maintenance or repair exterior siding system performed by the Association's agents or employees.

G. The following paragraph is added to **Article V, Section 5.1:**

Each Owner shall comply strictly with the provisions of the Governing Documents passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to the Governing Documents. The Board may, after notice and an opportunity to be heard, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violations of the Governing Documents. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the owners, or by the aggrieved owner. Failure to comply shall also entitle the Association to collect reasonable attorneys' fees and costs incurred by reason of such failure, irrespective of whether any suit or other judicial proceeding is commenced.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws.

DATED and ATTESTED this 9 day of March, 2011.

MARINA VISTA ESTATES HOMEOWNER'S ASSOCIATION

By: Robert P Marshall

By: [Signature]

_____, President

_____, Secretary

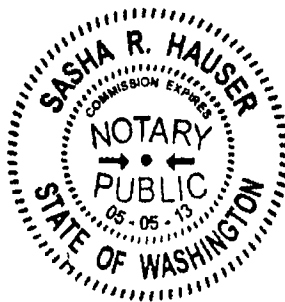
STATE OF WASHINGTON)

COUNTY OF Benton) ss.:
)

On this 9 day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Marshall to me known to be the President of the Marina Vista Estates Homeowner's Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Sasha Hauser
Sasha Hauser (Print name)
Notary Public in and for the State of
Washington, residing at Richard
My commission expires: 5/5/13



STATE OF WASHINGTON)

COUNTY OF Benton) ss.:
)

On this 9 day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gail Granger to me known to be the Secretary of the Marina Vista Estates Homeowner's Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Sasha Hauser
Sasha Hauser (Print name)
Notary Public in and for the State of
Washington, residing at Richard
My commission expires: 5/5/13

