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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SEP 26 11 09 AM '74

OF

VERNER MILLER, AUDITOR
DEPUTY

SUNSET MEADOWS ASSOCIATION

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THIS DECLARATION, made on the date hereinafter set forth
by LANE E. BLANKENSHIP and WILMA N. BLANKENSHIP, his wife, here-
inafter collectively referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
the City of Richland, County of Benton, State of Washington, which
is more particularly described as :

Greenbrook Park No. 4, located in the north
half of Section 36, Township 9 north, Range
28 East, W.M., a planned unit development, which
is a portion of Block 6, Greenbrook Park No. 1,
according to the official plat thereof.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed sub-
ject to the following easements, restrictions, covenants, and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and
be binding on all parties having any right, title or interest in
the described properties or any part thereof, their heirs, suc-
cessors and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to
Sunset Meadows Association, its successors and assigns.

1 Section 2. "Owner" shall mean and refer to the
2 record owner, whether one or more persons or entities,
3 of a fee simple title to any Lot which is a part of the Properties,
4 including contract sellers, but excluding those having such
5 interest merely as security for the performance of an obligation.

6 Section 3. "Properties" shall mean and refer to
7 that certain real property hereinbefore described, and such
8 additions thereto as may hereafter be brought within the
9 jurisdiction of the Association.

10 Section 4. "Common Area" shall mean all property
11 owned by the Association for the common use and enjoyment
12 of the owners. The Common Area to be owned by the Association
13 at the time of the conveyance of the first lot is described
14 as follows:

15 Lot 15, of said Greenbrook Park No. 4

16 Section 5. "Lot" shall mean and refer to any plot
17 of land shown upon any recorded subdivision map of the Properties
18 with the exception of the Common Area.

19 Section 6. "Declarant" shall mean and refer to LANE
20 E. BLANKENSHIP and WILMA N. BLANKENSHIP, his wife, their
21 successors and assigns if such successors or assigns should
22 acquire more than one undeveloped Lot from the Declarant for the
23 purpose of development.

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ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or 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 twothirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

No owner, any member of his family, his tenants, or Contract Purchaser shall reside on the property or any guest of any owner shall block or cause to block any private driveway on any Lot or Lots of Common Area.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation

of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied

by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement of the Common Area.

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1 Section 3. Maximum Annual Assessment. . Until January 1
2 of the year immediately following the conveyance of the first
3 Lot to an Owner, the maximum annual assessment shall be Fifty-
4 five (\$55.00) Dollars per Lot.

5 (a) From and after January 1 of the year immediately
6 following the conveyance of the first Lot to an Owner, the
7 maximum annual assessment may be increased each year not
8 more than 3% above the maximum assessment for the
9 previous year without a vote of the membership.

10 (b) From and after January 1 of the year immediately
11 following the conveyance of the first Lot to an Owner, the
12 maximum annual assessment may be increased from 3% by a
13 vote of two-thirds (2/3) of each class of members who
14 are voting in person or by proxy, at a meeting duly called
15 for this purpose.

16 (c) The Board of Directors may fix the annual assess-
17 ment at an amount not in excess of the maximum.

18 Section 4. Special Assessments for Capital Improvements.

19 In addition to the annual assessment authorized above, the Assoc-
20 iation may levy, in any assessment year, a special assessment
21 applicable to that year only for the purpose of defraying, in
22 whole or in part, the cost of any construction, reconstruction,
23 repair or replacement of a capital improvement upon the Common
Area, including fixtures and personal property related thereto,
provided that any such assessment shall have the assent of
two-thirds (2/3) of the votes of each class of members who are voting

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1 in person or by proxy at a meeting duly called for this purpose.

2 Section 5. Notice and Quorum for Any Action Authorized

3 Under Sections 3 and 4. Written notice of any meeting called
4 for the purpose of taking any action authorized under Section 3
5 or 4 shall be sent to all members not less than thirty (30) days
6 nor more than sixty (60) days in advance of the meeting. At the
7 first such meeting called, the presence of members or of proxies
8 entitled to cast sixty (60) percent of all the votes of each class
9 of membership shall constitute a quorum. If the required quorum
10 is not present, another meeting may be called subject to the same
11 notice requirement, and the required quorum at the subsequent
12 meeting shall be one-half (1/2) of the required quorum at the
13 preceding meeting. No such subsequent meeting shall be held more
14 than sixty (60) days following the preceding meeting.

13 Section 6. Uniform Rate of Assessment. Both annual and

14 special assessments must be fixed at a uniform rate for all Lots
15 and may be collected on a monthly basis.

16 Monies received both annual and special assessments shall
17 be deposited in a savings account until needed for disbursement
18 purposes.

19 Section 7. Date of Commencement of Annual Assessments:

20 Due Dates. The annual assessments provided for herein shall
21 commence as to all Lots on the first day of the month following
22 the conveyance of the Common Area. The first annual assessment
23 shall be adjusted according to the number of months remaining in
the calendar year. The Board of Directors shall fix the amount

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1 of the annual assessment against each Lot at least thirty (30)
2 days in advance of each annual assessment period. Written notice
3 of the annual assessment shall be sent to every Owner subject
4 thereto. The due dates shall be established by the Board of
5 Directors. The Association shall, upon demand, and for a reason-
6 able charge, furnish a certificate signed by an officer of the
7 association setting forth whether the assessments on a specified
8 Lot have been paid.

8 Section 8. Effect of Non-payment of Assessments : Remedies
9 of the Association. Any assessment not paid within thirty (30)
10 days after the due date shall bear interest from the due date at
11 the rate of six (6) percent per annum. The Association may bring
12 an action at law against the Owner personally obligated to pay the
13 same, or foreclose the lien against the property. No Owner may
14 waive or otherwise escape liability for the assessments provided
15 for herein by non-use of the Common Area or abandonment of his Lot.

15 Section 9. Subordination of the Lien to Mortgages. The
16 lien of the assessments provided for herein shall not be subordinate
17 to the lien of any first mortgage. Sale or transfer of any Lot shall
18 not affect the assessment lien. However, the sale or transfer of
19 any Lot pursuant to mortgage foreclosure or any proceeding in lieu
20 thereof, shall extinguish the lien of such assessments as to pay-
21 ments which became due prior to such sale or transfer. No sale or
22 transfer shall relieve such Lot from liability for any assessments
23 thereafter becoming due or from the lien thereof.

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ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) 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.

ARTICLE VI.

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 the law regarding party walls and liability for property damage due to negligence or willful acts

1 or omissions shall apply thereto.

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

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

15 Section 4. Weatherproofing. Notwithstanding any other
16 provision of this Article, an Owner who by his negligent or will-
17 ful act causes the party wall to be exposed to the elements shall
18 bear the whole cost of furnishing the necessary protection against
19 such elements.

20 Section 5. Right to Contribution Runs with Land. The
21 right of any Owner to contribution from any other Owner under
22 this Article shall be appurtenant to the land and shall pass to
23 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

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1 and thereafter by an instrument signed by not less than seventy-
2 five (75) percent of the Lot Owners. Any amendment must be
3 recorded.

4 Section 4. Annexation. Additional residential property
5 and Common Area may be annexed to the Properties with the consent
6 of two-thirds (2/3) of each class of members.

7 Section 5. FHA/VA Approval. As long as there is a Class
8 B membership, the following actions will require the prior
9 approval of the Federal Housing Administration or the Veterans
10 Administration: Annexation of additional properties, dedication
11 of Common Area, and amendment of this Declaration of Covenants,
12 Conditions and Restrictions.

13 ARTICLE VIII

14 EXTERIOR MAINTENANCE

15 In the event any Owner of any Lot in the properties shall
16 fail to maintain the premises and the improvements situated there-
17 on in a manner satisfactory to the Board of Trustees, the Assoc-
18 iation, after approval of two-thirds (2/3) vote by the Board of
19 Trustees, shall have the right, through its agents and employees,
20 to enter upon said parcel and to repair, maintain, and restore
21 the lot and the exterior of the buildings and any other improve-
22 ments erected thereon. The cost of such exterior maintenance
23 shall be added to and become part of the assessment to which such
Lot is subject.

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1 ARTICLE IX

2 USE RESTRICTIONS

3 Section 1. Enjoyment of Property. The Owners use
4 their respective properties to their enjoyment in such manner so
5 as not to offend or detract from other Owner's enjoyment of their
6 own respective properties.

7 Section 2. In Derogation of Law. No Owner shall carry
8 on any activity of any nature whatsoever on his property that is
9 in derogation or in violation of the laws and statutes of the
10 State of Washington.

11 Section 3. Pets. Owners shall observe and obey the laws
12 applicable to the residents of City of Richland pertaining to
13 care, control and husbandry of animals and pets.

14 Section 4. Commercial Activity. There shall be no
15 commercial activity by the members of this Association within the
16 properties of this Association.

17 Section 5. Temporary Structures. No structure of a
18 temporary character, such as a trailer or a shack or other out-
19 buildings shall be used on any Lot at any time as a residence.

20 Section 6. Nuisances. No noxious or offensive activity
21 shall be carried on upon any properties, nor shall anything be
22 done thereon which may become a nuisance as such is defined in
23 the laws of the State of Washington.

Section 7. Livestock and Poultry. No animals or live-
stock or poultry of any kind shall be raised, bred or kept on
any Lot except that dogs, cats or other household pets may be

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1 kept according to the provisions of Section 3 hereof.

2 Section 8. Garbage and Refuse Disposal. No lot shall be
3 used or maintained as a dumping ground for rubbish. Trash,
4 garbage or other waste shall not be kept except in a sanitary
5 container.

6 Section 9. Sewage Disposal. No individual sewage
7 disposal system shall be permitted on any Lot.

8 Section 10. Water Supply. No individual water supply
9 system shall be permitted on any Lot.

10 Section 11. Windows and Openings. No windows or
11 openings, to include vents, shall open onto the property of
12 another where a zero lot line wall exists, excepting where
13 building is facing any "Common Area" ten (10) feet or more in
14 width.

15 Section 12. Distance Between Buildings. In all cases
16 there shall be a distance of ten (10) feet between buildings, and
17 a given distance of ten (10) feet from all existing public roads
18 occupied by vehicular traffic. In all cases, the setback require-
19 ments for front yard, rear yard and side yard shall not be in
20 derogation of City of Richland standards and practices for
21 developments of this type.

22 Section 13. Setback and Fence Requirements. No
23 structures shall be constructed or maintained closer than ten
(10) feet to a property line and no fence shall be constructed
closer than fifteen (15) feet to the property line without the
prior written approval of the Architectural Control Committee.

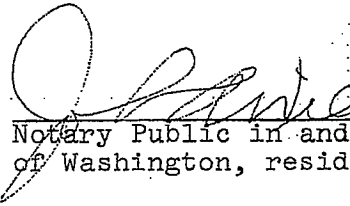
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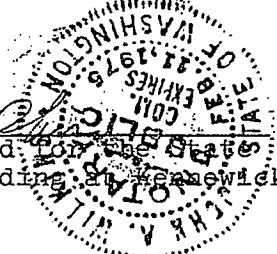
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1 STATE OF WASHINGTON)
2 COUNTY OF BENTON) ss

3 On this day personally appeared before me LANE E.
4 BLANKENSHIP and WILMA N. BLANKENSHIP, to me known to be the
5 individuals described in and who executed the within and foregoing
6 instrument, and acknowledged that they signed the same as their
7 free and voluntary act and deed, for the uses and purposes therein
8 mentioned.

9 GIVEN under my hand and official seal this 12th day
10 of March, 1974.

11 
12 Notary Public in and for the State
13 of Washington, residing at Kennewick
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