



WHEN RECORDED RETURN TO:

WALKER HEYE & MEEHAN, PLLC  
1333 Columbia Park Trail, Ste 220  
Richland, WA 99352

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION

BY *Lyniquez* DEPUTY  
*Case*

**DOCUMENT TITLE(s) (or transactions contained therein):**

1. Restated Covenants, Easements, Conditions and Restrictions  
for Sunset Meadows Association

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

(on page \_\_\_\_ of document(s))

**GRANTOR(s) (Last name first, then first name and initials)**

1. Sunset Meadows Association

**GRANTEE(s) (Last name first, then first name and initials)**

1. The Public

**LEGAL DESCRIPTION (abbreviated: i.e. lot, block, plat or section,  
township, range)**

Lot 6, Replat of Greenbrook Park No. 4

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**

136982060004001

136982090000001

136982100000001

EXCISE TAX NOT REQUIRED  
BENTON COUNTY EXCISE TAX DIVISION

BY Kynsley DEPUTY  
*easement*

**RESTATED  
COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
SUNSET MEADOWS ASSOCIATION**

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 FOR SUNSET MEADOWS ASSOCIATION

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**RESTATED  
COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTIONS FOR  
SUNSET MEADOWS ASSOCIATION**

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BENTON COUNTY EXCISE TAX DIVISION

BY *Lynn M. M. M. M.* DEPUTY  
*Easement*

The purpose of these Restated Covenants, Easements, Conditions and restrictions for Sunset Meadows Association, is to amend, restate and combine in one document all declarations applicable to the real property hereafter described. Accordingly, these restated declarations are intended to supersede those declarations of Covenants, Conditions and Restrictions of Sunset Meadows recorded under Benton County Auditor's File No. 670669 and amendments thereto recorded under Benton County Auditor's File No. 711072. The undersigned certify that these amended and restated declarations were duly approved by more than seventy five percent (75%) of the Lot Owners at a meeting of Lot Owners held on December 13, 2007.

**ARTICLE I - Definitions**

**Section 1.1 Association.** The term "Association" shall mean Sunset Meadows Association, a Washington nonprofit corporation, and/or its successors and assigns.

**Section 1.2 Owner.** The term "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.3 Lot.** The term "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 1.4 Common Area.** The term "Common Area" shall mean all property owned by the Association for the common use and enjoyment of the Lot Owners, including, but not limited to,

Lot 6, Replat of Greenbrook Park No. 4, according to the official plat thereof as contained in Volume 9 of Plats, page 16, records of Benton County, Washington,  
TOGETHER WITH

Block 4, Greenbrook Park, as recorded in Volume 8 of Plats, page 133, records of Benton County, Washington.

## ARTICLE II - Property Affected by These Covenants

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants is legally described as:

Greenbrook Park No. 4, TOGETHER WITH

The Replat thereof recorded in Volume 9 of Plats, page 16, records of Benton County, Washington, TOGETHER WITH

Block 4, Greenbrook Park, as recorded in Volume 8 of Plats, page 133, records of Benton County, Washington

and commonly known as Sunset Meadows.

## ARTICLE III - Formation of Homeowners' Association

**Section 3.1 Purpose of Homeowners' Association.** The mission of the Association is to ensure a safe, secure, and attractive complex consisting of the fourteen (14) lots and the common area. To this end the Association is, and has been, created for the purpose of fixing and collecting assessments as hereafter established, administering matters related to architectural control, coordinating improvements and maintenance necessary to maintain a aesthetically pleasing exterior appearance, and to otherwise administer and enforce these covenants for the benefit of the membership as a whole.

**Section 3.2 Membership.** All persons owning or acquiring a Lot in the Sunset Meadows planned unit development shall automatically become members in Sunset Meadows Association, a Washington nonprofit corporation. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot within Sunset Meadows. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any Lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any Lot, all such persons shall be members.

**Section 3.3 Management.** The Association shall be managed by a Board of Directors acting in accordance with the corporation's Articles and Bylaws, a true and accurate copy of which will be maintained in the office of the Association's registered agent.

**Section 3.4 Voting.** Each Lot shall be entitled to one vote on all matters coming before the Association. The vote for any Lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be case with respect to any Lot.

**Section 3.5 Liability.** Neither the Association nor any member thereof shall be liable to any Owner, occupant, builder or other party for any damage, loss or prejudice suffered or claim on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association shall obtain liability insurance coverage appropriate to the function set forth herein.

#### **ARTICLE IV - Assessments**

**Section 4.1 Creation of Lien and Personal Obligation for Assessments.** Each Owner or contract purchaser of any Lot or Lots within said Sunset Meadows, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the property against which such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each 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 a successor in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of 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 of contract, shall be personally liable only for the amount of the installments 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 4.2 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for improvements and maintenance to the Common Area situated in Sunset Meadows, and for purposes incidental thereto, including architectural control, enforcement of use restriction, and other purposes appropriate to the health, safety, welfare and interest of the Association's membership or their properties. Assessments may also be used for outside exterior painting, repairs to the common access driveway, for repairs to in common structural components such as roofs and walls when specifically authorized by the Board of Directors.

**Section 4.3 Amount of Monthly Assessments.** The Association's Board of Directors shall adopt an annual budget for the Association to provide funds for the purposes above set forth. Said budget shall be adopted no later than November 30, in each calendar year, and shall become the basis for annual assessments in the following calendar year. All Association members shall be provided with a copy of the budget and the corresponding

monthly assessment which shall be payable the first day of each month in each calendar year. Assessments shall be fixed at a uniform rate for all Lots. The monthly assessment may, from time to time, be increased by the Board of Directors as necessary to fulfill the purposes set forth at Section 4.2 above, provided, the monthly assessment may not be increased by more than twenty percent (20%) in any calendar year without an affirmative vote of at least sixty percent (60%) of the Lot Owners.

**Section 4.4 Effect of Non-Payment of Assessment – Remedies.** Monthly assessments shall be due and payable on the 10<sup>th</sup> day of each month. If any assessment is not paid within sixty (60) days after it becomes due and payable, there shall be a \$10.00 penalty for each month of delinquency. The Association may bring an action at law against the person personally obligated to pay the same and/or foreclose its lien created herein. Interest, costs and reasonable attorney's fees in any such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suite. No Owner or contract purchaser shall be relieved of liability for the assessments provided for hereby by non-use of the common property or abandonment of his Lot.

**Section 4.5 Subordination.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust issued by an institutional lender. The sale or transfer of any Lot pursuant to foreclosure proceedings, either judicial or nonjudicial, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due.

## ARTICLE V - Use Restrictions

**Section 5.1 Enjoyment of Property.** The Owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the other Owners' enjoyment of their own respective properties.

**Section 5.2 Temporary Structures.** No structure of a temporary character, such as a trailer, motor home, camper, tent or shack or other outbuilding shall be used on any Lot at any time as a residence.

**Section 5.3 Animals, Livestock and Poultry.** The Owners discourage household pets in this Association; however, dogs and cats are allowed. Owners must strictly obey the laws applicable to pet owners as established by Richland Municipal Code pertaining to the care, control and husbandry of pets, especially on Association common areas. This use restriction will be strictly enforced by the Association. No animals of livestock and poultry of any kind shall be raised, bred or kept on any Lot. In addition, Owners that rent their properties shall not allow pets.

**Section 5.4 Garbage and Refuse Disposal** No Lot shall be used or maintained as a dumping ground for rubbish or trash, and all trash, garbage or waste shall be kept only in sanitary containers.

**Section 5.5 Storage or Accumulation of Certain Materials Prohibited.** No machinery or scrap equipment, implements, scrap automobiles or conspicuous parts of such equipment be stored or accumulated on the property.

**Section 5.6 Residential Use Restriction.** The Owners shall use their respective properties for residential uses only.

**Section 5.7 Fire Insurance/Inspection.** All Owners shall have their fire places inspected every two years, and cleaned promptly thereafter if deemed necessary by a professional chimney inspector/cleaner. Exceptions are if the fireplace is gas fired or is wood fired that is not used. Owner shall provide proof of inspection and cleaning upon request by the Association. All Owners shall have a periodic inspection of the electrical wiring system in their main breaker box and their furnace/heat pump to assure that it is safe. Owner shall also provide the Association proof of insurance in the first quarter of each year.

**Section 5.8 Parking.** The gravel parking lot between Units 422 and 438 is to be used only for visitor parking. Long term parking of Owners cars/trucks, recreational vehicles, campers, camp trailers, utility trailers, boat trailers, and like vehicles, is restricted to the long term storage areas at the east end of SMA.

**Section 5.9 Renters.** Owner shall insure that all occupants of the property, including renters, abide by the use restrictions and other obligations set forth in these covenants.

**Section 5.10 Basketball Hoops/Volleyball Nets.** No basketball hoops or volleyball nets shall be permitted on any Lots or the Common Area.

**Section 5.11 Golf Carts.** Golf carts are not allowed on the north side common area.

**Section 5.12 Party Curfew.** Special events in the common area have a curfew of 10.00 p.m. They must contact the SMA President beforehand for such events.

**Section 5.13 Excessive Noise.** As a common courtesy to our neighbors, we need to avoid excessive noise from our sound systems and the like.

**Section 5.14 Enforcement.** The Board of Directors is hereafter authorized to adopt a schedule of reasonable fines, and procedures for imposing the same, in the event of a violation of these declarations, or the related rules and regulations of the Association.

## **ARTICLE VI - Easements**

**Section 6.1 Utilities.** All property, both private and the Common Areas, shall be subject to easement for public utilities of all types.

**Section 6.2 Association Easement for Maintenance.** In the event the Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain, and restore the Lot and the exterior of the buildings and other improvements thereon. The cost of said exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

**Section 6.3 Individual Easements for Maintenance.** The right of any Owner to an easement over another Owner's property for the purposes of maintenance of one's own property shall be appurtenant to the land and shall pass to such holder's successors in title.

## **ARTICLE VII - Property Maintenance and Architectural Control**

**Section 7.1 Property Maintenance.** Except where specifically authorized by the Board of Directors, the Association will not undertake or pay for any maintenance to a particular Lot. Individual property Owners are expected to take full responsibility for maintenance relating to their own Lot, including windows, doors, screens, driveways and their private landscaping. Each owner specifically agrees to abide by the following exterior features:

- A. Yard shall be free of live weeds, as well as tumbleweeds, etc. which may blow in.
- B. Shrubs, bushes, and trees shall be trimmed attractively. If said shrubs, bushes, and/or trees cannot be trimmed attractively, they shall be removed.
- C. Landscaping of driveway/sidewalk areas will consist of brick, concrete, rock, gravel or bark in a manner that controls weeds and maintains the overall consistency of appearance to the units. Bright colors are discouraged and restricted to small pots, plants and flowers. Enhanced appearance and property value must be the main consideration when choosing materials.
- D. Before implementing any labor intensive or expensive renovation of these areas, the homeowner is responsible to submit a plan (drawing or diagram) with details of planned materials to the SMA board for approval.
- E. Each unit owner shall share in the expense of providing underground sprinklers for any yard area between units to insure adequate water supply.

**Section 7.2 Architectural Control.** No alteration of any kind or nature to the exterior to any unit, including building, fence, wall, patio, awning, railing, or planting shall be made, installed, constructed, erected or maintained upon the properties, nor shall any such exterior feature be changed or altered, 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 by the Board of Directors. The Board of Director's decision will be based upon the harmony of external design and location in relation to surrounding structures and topography. The Board of Directors may make, modify and circulate from time to time guidelines in furtherance of the authority conferred upon it pursuant to this Section 7.2. Enhancing the value of the property without obstructing another owner's view will be taken into consideration. In the event the Board fails to approve or disapprove a proposed alteration or improvement within thirty (30) days after said plans and specifications have been submitted to it, approval will no longer be required, and this Article will be deemed to have been fully complied with.

## ARTICLE VIII - Party Walls

**Section 8.1 General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots 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 of willful acts or omissions shall apply to thereto.

**Section 8.2 Sharing of Repair and Maintenance.** The costs of reasonable repair and maintenance of a part wall shall be shared by the holders who make use of the wall in proportion to such use.

**Section 8.3 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 - General Provisions

**Section 9.1 Enforcement.** The Association, or any Owner, shall have the right to enforce by proceedings at law or equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by these covenants. In such action the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**Section 9.2 Severability.** Invalidation of any one of these conditions or restrictions by judgment or court order shall not affect any other provision. All other provisions shall remain in full force and effect.

**Section 9.3 Amendments.** The covenants and restrictions of this declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association or the Owners of any Lot or unit subject to this declaration, their legal representatives, heirs, successors and assigns. The conditions, covenants and restriction of this declaration may be amended by an instrument signed by not less than sixty percent

(60%) of the Lot Owners therein. All amendments shall be binding upon recording with the Benton County Auditor.

DATED this 31<sup>st</sup> day of December 2007.

**SUNSET MEADOWS ASSOCIATION**

By: Ronald C. Liikala  
Ronald Liikala, President

By: Trish Feeney  
Trish Feeney, Secretary

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF BENTON )

On this 31<sup>st</sup> day of December, 2007, personally appeared before me Ronald Liikala and Trish Feeney, to be known to be the President and Secretary of Sunset Meadows, the individuals that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Sunset Meadows for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



P. Craig Walker  
Notary Public in and for the State  
Of Washington, residing at Richland  
My Commission Expires: 8-20-11