

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

THE MEADOWS SOUTH ASSOCIATION

L. W. R. B. S.

JUN 23 9 10 AM '76

VERNER MULLER, AUDITOR

OFFICE

FREDERICKSBURG, VA. 2311

THIS DECLARATION, made on the date hereinafter set forth by COLUMBIA DYNAMICS, INC., hereinafter referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the holder of certain property in the City of Richland, County of Benton, State of Washington, which is more particularly described on Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, leased and conveyed subject 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, successors and assigns, and shall inure to the benefit of each holder thereof.

ARTICLE I.

DEFINITIONS

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

Section 2. "Holder" shall mean and refer to the possessor of a leasehold interest in any lot which is a part of the properties, whether one or more persons or entities, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common area" shall mean all property held by the Association for the common use and enjoyment of the holders. The common area to be held by the Association at the time of the conveyance of the first lot is described on Exhibit A attached hereto.

Section 5. No dwelling, barn, or shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the property shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

No structure or dwelling shall exceed two stories in height. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1,200 square feet for a single floor and not less than 1,000 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum FHA requirements and specifications.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within nine months of commencement of construction and shall be connected to the public sewer system. Construction must commence within six (6) months after purchase of lot. Lots will be watered and kept free of noxious weeds until construction commences. Landscaping shall be completed within six (6) months after completion of dwelling unit.

Section 7. "Declarant" shall mean and refer to Columbia Dynamics, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every holder shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the leasehold to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) 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 sixty (60) days for any infraction of its published rules and regulations.

(c) 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 two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

No holder, any member of his family, his tenants, or contract purchaser shall reside on the common property or any guest of any owner shall block or cause to block any private driveway on any lot or lots.

Section 2. Delegation of Use. Any holder may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every holder of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all holders with the exception of the Declarant and shall be entitled to one vote for each lot held. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine,

but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot held. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On December 1, 1985.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot held within the properties, hereby covenants, and each holder of any lot by acceptance of a lease or other instrument of transfer therefor, whether or not it shall be so expressed in such instrument, 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 attorneys' fees, shall be a charge on the property and appurtenances 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 attorneys' fees, shall also be the personal

obligation of the person who was the holder 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 and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to a holder, the maximum annual assessment shall be \$60.00 per lot.

(a) From and after January 1 of the year immediately following the transfer of the first lot to a holder, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the transfer of the first lot to a holder, the maximum annual assessment may be increased from ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Thereafter, this shall be the minimum annual assessment and unless raised as hereinafter set forth, shall be adjusted by the consumer price index to allow for inflation but shall be in effect at all times in order to effectuate the purposes herein.

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

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a semi-annual basis.

Monies received for both annual and special assessments shall be deposited in a savings account until needed for disbursal purposes.

Section 6. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following

the transfer of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every holder subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the holder personally obligated to pay the same, or foreclose the lien against all rights of the owner. No holder may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the leasehold interest of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall

extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments there- after becoming due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the common area until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to and approved in writing 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.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any holder, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any holder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and appurtenances, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot holders, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot holders. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE VII.

EXTERIOR MAINTENANCE

In the event any holder of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any

other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Enjoyment of Property. The holders use their respective properties to their enjoyment in such manner so as not to offend or detract from other holders' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No holder shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington. No activities or transactions shall be permitted which are in violation of any City of Richland Codes and Ordinances; unless such activities or transactions are expressly provided for in the approved final development plan for The Meadows Planned Unit Development.

Section 3. Restriction on Parking. No holder shall park trailers, motor homes, boats, trucks or other equipment, vehicles or machinery in the streets and common areas of the development.

Section 4. Pets. Holders shall observe and obey the laws applicable to the residents of the City of Richland pertaining to care, control and husbandry of animals and pets.

Section 5. Commercial Activity. There shall be no commercial activity by the members of this Association within the properties of this Association.

Section 6. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other out-buildings shall be used on any lot at any time as a residence.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 8. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept according to the provisions of Section 4 hereof.

Section 9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 10. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any lot.

Section 12. In all cases, the setback requirements for front yard, rear yard and side yard shall be in accordance with Richland City Codes.

ARTICLE IX.

EASEMENTS

Section 1. Common Area. The entire common area shall be subject to an easement of access and enjoyment for all the member holders of the Association.

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FILED BY

JUN 30 8 28 AM '97

BOBBI GAGNER
BENTON COUNTY, AUDITOR

RETURN ADDRESS:

CHRIS J. NICKOLA
PO BOX 927
RICHLAND WA 99352

VOL 668 PAGE 1832

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

1. AMENDMENT TO DECLARATION OF COVENANTS
- 2.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional names on page _____ of document.

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

1. TILDON, HAROLD
- 2.
3. Additional names on page _____ of document.

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

1. THE MEADOWS SOUTH HOMEOWNERS ASSOCIATION
- 2.
3. Additional names on page _____ of document.

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

(Additional legal on page _____ of document.)

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- (_____) Property Tax Parcel ID is not yet assigned.
 (_____) Additional parcel nos. on page _____ of document.

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE MEADOWS SOUTH HOMEOWNERS ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of The Meadows South Homeowners Association was made and executed, and filed by Columbia Dynamics, Inc., in Volume 311, Page 602, Benton County, Washington, Auditor's File No. 705428; and

WHEREAS, declarant is President of said Association and duly authorized by the membership of the Association to amend said Declaration of Covenants, Conditions and Restrictions;

NOW, THEREFORE,

It is hereby declared as follows:

Article III. Membership and Voting Rights, shall be amended as follows:

Section 1. Every holder of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest of any lot which is subject to assessment.

Section 2. When there is more than one holder of a lot, the holders shall determine between/among themselves which one of the holders shall be empowered to cast vote on matters of Association business.

Article IV. Covenant for Maintenance Assessments, shall be amended as follows:

ARTICLE IV. COVENANT FOR ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Holder for each lot within the properties, hereby covenants, and each holder 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 or capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 attorneys' fees, shall also be the personal obligation of the person who was the holder 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 Assessment. The assessments levied by the Association shall be used exclusively to promote the recreations, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the homes situated upon the properties. In addition, the assessments may be used to pay the acquisition costs incurred by the Association for the purchase from the State of Washington, Department of Natural Resources, their successors or assigns, all right, title and interest of the DNR in and to the properties commonly known as The Meadows South Homeowners Association (more particularly described on Exhibit "A" of Declaration, Covenants, Conditions and Restrictions of The Meadows South Homeowners Association recorded under Benton County Auditor's File No. 705428.) Acquisition costs shall include, but are not necessarily limited to, attorney fees, escrow fees, principal, interest, loan fees and any other costs directly or indirectly relating to the purchase by The Meadows South Homeowners Association of the DNR's rights, title and interest in and to The Meadows South Homeowner properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$120.00 per lot for the improvement and maintenance of the common area and the home situated upon the properties.

(a) The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased from ten percent (10%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Hereafter, this shall be the minimum annual assessment and unless raised as hereinafter set forth, shall be adjusted by the consumer price index to allow for inflation but shall be in effect at all times in order to effectuate the purposes therein.

(e) The foregoing in this Section 3, notwithstanding the maximum annual assessment may be exceeded for the purpose of purchasing the property rights of the DNR in and to the properties of the Association, and subsequently selling same.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement,

and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or quarterly basis, as determined by the Board of Directors.

Monies received for both annual and special assessments shall be deposited in a savings account until needed for disbursal purposes.

Section 6. Date of Commencement of Quarterly/Monthly Assessments, Due Dates. The quarterly/monthly assessments provided for herein shall commence as to all lots on the first day of the month. The assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the assessment shall be sent to every holder subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due dates shall bear interest from the due date at the rate of nine percent (9%) per annum. Each annual assessment and each special assessment shall be joint and several personal debts of the "holder" as of the time the assessment is made and shall be collectable as such. In any suit to recover regular or special assessments or otherwise to seek the enforcement of these Covenants, Conditions and Restrictions, the prevailing party shall be entitled to interest at the legal rate and to costs, including reasonable attorney fees.

The amount of assessment, whether regular or special, assessed to the holder, plus interest at the legal rate, and costs, including reasonable attorney fees, shall be a lien upon such holders leasehold interest.

Suit to recover a money judgment for unpaid assessments and/or common expenses shall be maintainable without foreclosure or waiving the lien securing the same.

The Association may bring an action at law against the holder personally obligated to pay the same, or foreclose the lien against the property. No holder may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for

herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the leasehold interest of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

DATED on this 26th day of June, 1997.
[Signature]
President

State of Washington)
)ss.
County of Benton)

On this 26th day of June, 1997, personally appeared before me Harold Tildon to be known to be the President of The Meadows South Homeowners Association and who executed the foregoing Amendment to Declarations of Covenants, Conditions and Restriction of The Meadows South Homeowners Association, and acknowledged and declare to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26th day of June, 1997.

[Signature]
Notary Public in and for the State of
Washington, residing at Richland
My Commission Expires: 9-25-99