

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
THE COMMUNITY OF CANYON LAKES

~~THIS AMENDED AND RESTATED DECLARATION is made by the undersigned duly elected directors of Canyon Lakes Property Owners' Association, a Washington Non Profit Corporation formed pursuant to and under the authority of the Master Declaration of Covenants, Conditions and Restrictions for the Community of Canyon Lakes originally recorded on November 17, 1981, under Benton County, Washington Auditor's File No. 852445, as amended.~~

RECITALS

INTRODUCTION

This ~~Amended and Restated~~ Declaration is created to benefit the entire Community of Canyon Lakes (as hereafter defined ~~hereinafter~~), and to establish covenants, conditions, and restrictions (CC&R), and other provisions ~~regarding pertaining to~~ the use and operation of ~~such community and~~ all of the property ~~contained therein~~ described herein, and to provide an organization to carry out and enforce such covenants, conditions, restrictions and other provisions. The CC&R rules are legally binding and designed to maintain property values, preserve community standards, and ensure a harmonious living environment for all residents.

RECITALS

~~The original Master Declaration By instrument recorded on November 17, 1981, under Benton County Auditor's File No. 852445, an initial set of covenants to guide in the development and operation of the Canyon Lakes Community was adopted. It was entitled "Master Declaration of Covenants, Conditions and Restrictions for the Community of Canyon Lakes was recorded on November 17, 1981." (the "Original Master Declaration"). The Original Master Declaration was thereafter amended in part by recorded instruments recorded in 1981, under Benton County Auditor's File No. 854090, in 1994, under Benton County Auditor's File No. 94-113911; in 1998, under Benton County Auditor's File No. 1998-011011; in 1999 and under Benton County Auditor's File No. 1999; and in 2000. Further, a significant number of additional properties have been subjected to the Master Declaration since the 2000 amendment. Because the text of under Benton County Auditor's File No. 2000-003297.~~

By instrument recorded on February 27, 2009, under Benton County Auditor's File No. 2009-005177, the Original Master Declaration, as amended, was contained in a number of different

~~documents, the Board and all amendments subsequent thereto, were amended, consolidated and restated in a singular instrument entitled “Amended and Restated Master Declaration Of Covenants, Conditions And Restrictions for The Community Of Canyon Lakes” (“2009 Master Declaration”).~~

~~In 1987 a Sub-Association, or Local Association, of Canyon Lakes was formed – Canyon Lakes Villas – by instrument of Canyon Lakes Villas Covenants, Conditions, and Restrictions recorded on December 11, 1987, Benton County Washington Auditor’s File No. 87-19098 (Vol. 498 Pages 695-740) and subsequently amended and recorded November 13, 1989, Benton County Auditors File No. 89-16751 (Vol 524, Pages 604-649; Recorded October 7, 1991, Benton County Washington Auditor’s File No 91-18351 (Vol 549 Pages 3251-3272; and Benton County Auditor’s File No. 2020-046537 recorded on November 19, 2020.~~

~~Since 2009, the Canyon Lakes Community has expanded due to several annexations. Additionally, the Association’s experience during the intervening years in administering these covenants revealed a number of areas where clarification or supplementation was desired in order for the covenants to better serve the needs of the community. Further, Washington State Law governing Community Associations of Common Interest has changed and will change again in 2028 (Revised Code of Washington (RCW), Title 64, Chapter 64.90).~~

~~To address these issues, it was determined that it was prudent and appropriate to restate the Master Declaration, combining the original Master Declaration and the subsequent amendments into a single document. During the restatement process, the Board determined that certain amendments to adopt an amended and restated master declaration in the form and substance of this Master Declaration, as amended, would be advantageous to of Covenants, Conditions and Restrictions for the membership of the Association. Therefore, this instrument is entitled an Amended and Restated Declaration and shall Community of Canyon Lakes. This declaration fully replace and supersede the original Master Declaration and replaces and supersedes all prior declarations pertaining to the Canyon Lakes Community, including specifically those amendments thereto recorded under Benton County Auditor’s File Nos. 854090, 94-13911, 1998-011011, 1999-012714 and 2000-003297 described above.~~

## SECTION 1. DEFINITIONS.

When used herein the following terms shall have the following meanings:

1.1 “Architectural Review Committee” shall mean the committee appointed pursuant to the provisions of Section 8.

1.2 “Association” shall mean the Canyon Lakes Property Owners’ Association, a Washington Non-Profit Corporation organized pursuant to the provisions of Section 9.

1.3 “Board” shall mean the Board of Directors of the Association.

1.4 “Common Area” shall mean ~~and refer to any area which is designated as such or as “open space” in this Amended and Restated Declaration, any applicable Supplemental Declaration or in the plat of any portion of real estate within~~ the Property that is owned or leased by the Association.

1.5 “Community Rules and Regulations” shall mean the rules, regulations and restrictions promulgated by the Board pursuant to Section 6 of this ~~Amended and Restated Declaration.~~

~~1.6 “Condominium” shall mean any property submitted to the Horizontal Property Regimes Act of the State of Washington in the manner provided by RCW 64.32, as now enacted or hereafter amended.~~

1.6 “Declaration” shall mean and refer to this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Community of Canyon Lakes dated \_\_\_\_.

1.7 “Improvements” shall mean any positive and permanent change which enhances a property’s value.

1.8 “Local Association” shall mean any Sub-Association organized by members consisting of all owners of Units within one or more ~~of but less than all~~ the subdivisions identified in ~~Section 1.11. Appendix A.~~

~~1.7 “Private Area” shall mean any area for private residential use which is designated as such in this Amended and Restated Declaration, any applicable Supplemental Declaration or any plat of the Property or any portion thereof.~~

~~1.8 “Private Recreational Area~~1.9 “Property” shall mean any portion of a Common Area ~~which is leased and refer~~ to Unit Owners for recreational purposes as provided in ~~Section 4.5 herein.~~

~~1.9 “Private Way” shall mean any area which is designated as such in this Declaration or any Supplemental Declaration or in any plat of the Property or any portion thereof.~~

~~1.10 “Property” shall mean the following those real estate parcels described parcels of real property, according to the plats thereof as recorded with the office of the Benton County Auditor:~~

~~Canyon Lakes No. 1;  
Canyon Lakes No. 2;  
Canyon Lakes No. 4;  
Canyon Lakes No. 5;  
Canyon Lakes No. in Appendix A attached hereto. 7, Phase 1 and Phase 2;  
Canyon Lakes No. 8, Phase 1, Phase 2, Phase 3 and Phase 4;  
Canyon Lakes No. 9;~~

~~Canyon Lakes No. 10;  
Canyon Lakes No. 11, Phase 1 and Phase 2;  
Canyon Lakes No. 12, Phase 1 and Phase 2;  
Canyon Lakes No. 16, Phase 1 and Phase 2;  
Canyon Lakes No. 17, Phase 1, Phase 2, Phase 3 and Phase 4;  
Canyon Lakes No. 18, Phase 1, Phase 2, Phase 3 and Phase 4;  
Canyon Lakes No. 19, Phase 1 and Phase 2;  
Canyon Lakes No. 20;  
Canyon Lakes No. 21, Phase 1, Phase 2 and Phase 3;  
Canyon Lakes Ridgeline;  
Ridgeline Condominiums;  
The Heights at Canyon Lakes, Phase 1, Phase 2, Phase 3 and Phase 4;  
Canyon Lakes South Hill, Phase 2;  
Canyon Lakes Villas, Phase 1, Phase 2 and Phase 3;  
Canyon Lakes Parkside;  
The Greens at Canyon Lakes; Final Plat of Fairwood, Lots 1 through 19; and,  
Lot 2, Short Plat 1669.~~

~~To the extent that any of the above described Property was not annexed as provided in the original Master Declaration, as amended, this Amended and Restated Master Declaration shall constitute confirmation of the annexation of such Property and such Property shall be fully subject to all provisions herein.~~

~~The term “Community” or “Community of Canyon Lakes” shall be synonymous with the term “Property”.~~

~~1.11 “Resident” shall mean any person who is a Unit Owner or the lessee of a Unit, together with members of his or her immediate family, provided that a person shall be a “Resident” only during periods in which he or she is occupying his or her Unit on a permanent basis.~~

~~1.12 “Supplemental Declaration” shall mean any instrument intended to create additional rights or responsibilities by subjecting real property to the provisions of this Amended and Restated Declaration or for the designation of any portion of the Property as a subdivision or as a particular land classification or classifications. No Supplemental Declaration shall be valid until it has been approved in writing by the Board.~~

~~1.13 “Unit” shall mean each lot described in any subdivision plat designated as a Private Area, any condominium unit within a subdivision and any single family dwelling unit contained within a subdivision. The Association or the owner or developer of any additional property may specify additional areas which shall constitute “Units” in any instrument subjecting such property to the provisions of this Amended and Restated Declaration as provided herein. If, in any case, a Unit Owner shall have consolidated a lot or portion thereof with another lot in the manner set forth in Section 5 herein, then subject to the provisions hereof, the area consolidated shall be considered one Unit.~~

171 ~~1.14 “Unit Owner” shall mean the person or persons who hold legal title to any Unit~~  
172 ~~unless provisions are made in the instrument creating a subdivision that a lessee or other person~~  
173 ~~entitled to possession of a Unit shall be the Unit Owner, in which case the person so designated~~  
174 ~~shall be the Unit Owner. A contract purchaser shall constitute a Unit Owner.~~

175 1.10 “Quorum”: Manner of Acting. The presence at any meeting in person, by mail, by  
176 electronic transmission or by proxy of members representing more than twenty percent (20%) of  
177 the total voting power of the Association shall constitute a quorum at a meeting of members. If a  
178 quorum is present, the affirmative vote of a majority of the voting power represented at the  
179 meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote  
180 of a greater number is required by statute, any covenants, conditions or restrictions of record, or  
181 the articles of incorporation for the Association.

182 1.11 “Services” shall mean any labor, work, analysis, or similar activity provided by a  
183 contractor to accomplish a specific scope of work.

184 1.12 “Unit” shall mean all numbered lots, and any improvements thereon, as shown on  
185 the plats identified in Appendix A. All Units within the Property shall be used only for  
186 construction of, and use as, a single-family dwelling; provided, however, that the Board may  
187 approve additional uses upon written application in a form acceptable to the Board.

188 1.13 “Unit Owner” or “Owner” shall mean the person, persons or entity who holds  
189 legal title to any Property or Units as defined in Section 4 below. A contract purchaser shall  
190 constitute an Owner.

191 1.14 “Voting Power” or “Voting Unit” shall mean one vote per Unit Owned.  
192

193 SECTION 2. ~~Subject~~ of PROPERTY SUBJECT TO DECLARATION –  
194 SUPPLEMENTAL DECLARATIONS – APPROVAL REQUIRED.

195 All the Property to the Provisions of this Amended and Restated Declaration. All of the  
196 Property above described in Appendix A is hereby subjected to the covenants, conditions,  
197 restrictions, and other provisions of this Amended and Restated Declaration. Additional property  
198 may be subjected to this Amended and Restated Declaration by the filing of a Supplemental  
199 Declaration in a form acceptable to and approved in writing by the Association. Upon the filing  
200 of a Supplemental Declaration subjecting additional property to the provisions of this Amended  
201 and Restated Declaration, the Board shall record an annexation in the records of Benton County,  
202 Washington. Upon Declaration by the recording of an annexation a Supplemental Declaration in  
203 a form acceptable to and approved in writing by the Association’s Board of Directors. No  
204 Supplemental Declaration shall be valid, nor shall it be recorded, until it has been approved in  
205 writing by the Board. Upon the recording of a Supplemental Declaration, such additional  
206 property shall become a part of the Property and be fully subject to all the terms and conditions  
207 of this Amended and Restated Declaration, and as it may be amended from time to time.

209            SECTION 3. WITHDRAWAL OF PROPERTY FROM THE PROVISIONS OF THIS  
210 ~~Amended and Restated Declaration. — Not applicable; section deleted.~~DECLARATION –  
211 APPROVAL REQUIRED.

212  
213 Any Local Association of the Property may petition the Board to withdraw from being subjected  
214 to this Declaration if all unit owners within the area affected so request. Withdrawal requires  
215 approval by a majority of the Board. Withdrawal becomes effective with the recording of an  
216 Amendment to this Declaration which removes the affected Property from the Definition of  
217 Property subject to the Declaration.

218  
219  
220            SECTION 4. LAND CLASSIFICATIONS AND USES WITHIN THE PROPERTY.

221  
222            4.1 Classifications Presently Contemplated. Land classifications presently  
223 contemplated within the Property and other areas to be hereafter subjected to the provisions of  
224 this ~~Amended and Restated Declaration~~ are ~~Private Areas~~Units, Common Areas, ~~Private Ways,~~  
225 ~~Private Recreational Areas~~ and public roads and streets. The Association shall hold and retain  
226 title to Common ~~Areas, Private Ways and Private Recreational~~ Areas, subject, however, to the  
227 right of Residents and others to use such areas as herein provided.

228  
229            4.2 Private Areas~~Units~~. All numbered lots, as shown on the plats of the real property  
230 identified in ~~Section 1.11~~Appendix A or ~~a~~ hereafter platted, shall be classified as ~~Private~~  
231 ~~Areas~~Units. All ~~Private Areas~~Units within the Property shall be used only for construction and  
232 occupancy of a single-family dwelling ~~units~~; provided, however, that the Board may approve  
233 additional uses upon written application in a form acceptable to the Board. Rules, regulations  
234 and restrictions governing the use of ~~Private Areas~~Units shall be adopted as set forth in Section 6  
235 of this Declaration.

236  
237            4.3 Common Areas. Subject to the provisions hereof, each ~~Resident~~Owner is hereby  
238 granted a nonexclusive easement to use the Common Areas for such recreational purposes or  
239 other purposes and in such manner as may be permitted by the Community Rules and  
240 Regulations. Each ~~Resident~~Owner may permit his or her tenants and guests to use Common  
241 Areas for such purposes and in such manner. Common Areas shall not be platted or otherwise  
242 divided into parcels for residential use. The Association may develop special recreational or  
243 other facilities on portions of the Common Areas for the general use and benefit of all  
244 ~~Residents~~Owners and their guests. The Board may from time-to-time permit ~~Residents~~Owners  
245 to use designated portions of Common Areas for recreational or other uses of benefit to such  
246 ~~Residents~~Owners only, e.g., maintaining a volleyball or badminton court, provided that such  
247 permission shall be revocable at any time. The easement and rights herein granted shall be  
248 appurtenant and assignable with the Unit with respect to which it is granted but shall not  
249 otherwise be assignable. The Board may dedicate Common Areas to the public for park  
250 purposes and may use Common Areas for the purpose of location of utilities or other common  
251 services thereon or thereunder. The Board may bar any Unit Owner, members of his or her  
252 family, his or her guests or his or her lessee, and the family members and guests of such lessee,

from using Common Areas during periods in which the Unit Owner's assessments are delinquent. Owners must receive the written permission of the Board prior to making any improvement upon or under any Common Area.

~~4.4 — Private Ways. Each Resident is hereby granted a nonexclusive easement to use all Private Ways for the purposes of walking thereon or traveling thereon by appropriate authorized means. Each Resident may permit his or her guests and invitees to use the Private Ways for such purposes. The easement herein granted shall be appurtenant to and assignable with the Unit with respect to which it is granted, but shall not otherwise be assignable. Use of Private Ways shall be subject to the Community Rules and Regulations and any rules in an applicable recorded Supplemental Declaration, to the extent that the rules contained in a Supplemental Declaration are not in conflict with or not inconsistent with this Amended and Restated Declaration or the Community Rules and Regulations. The Board, in its discretion, may dedicate Private Ways to the public. The Board also may grant free access on Private Ways to police, fire and other public officials, to employees of utility companies serving the Property and to such other persons to whom the Board believes access should be given for the benefit of Residents. Utilities may be located upon or under Private Ways. Granting the right to use Private Ways is not intended to dedicate Private Ways to the public; but rather, the grant of a right to use a Private Way is intended to preserve the private character of such ways. The Board shall be deemed to have dedicated such ways to the public only if it shall file in the records of Benton County, Washington, an instrument clearly evidencing its intention to dedicate such ways to the public.~~

~~4.5 — Private Recreational Areas. It may be that a group of Unit Owners will wish to use a portion of the Common Areas to develop a facility such as a swimming pool or tennis court for their private use. With the written approval of the Board, the Association may lease a portion of the Common Areas to a Local Association or to a group of not less than five Unit Owners who wish to develop the same for their private recreational use, to be known as a "Private Recreational Area," subject to terms and conditions approved by the Board in its sole discretion.~~

~~4.6 — General Restrictions. Restrictions regarding the use of Common Areas, Private Ways, Private Recreational Areas, roads and streets and any other areas open to Residents, invitees or the general public shall be set forth in the Community Rules and Regulations. Residents must receive the written permission of the Board prior to erecting any improvement upon or under any Common Area.~~

## SECTION 5. CONSOLIDATION OF LOTS

~~within Private Areas. If a Unit Owner owns all of a lot restricted to single family residential use within a Private Area (the "basic lot"), together with one or more contiguous lots or contiguous portions thereof also restricted to single family residential use (the "additional lot"), such Unit Owner may consolidate the basic lot and the additional lot. The consolidation shall be effected by, or portion thereof, by a boundary line adjustment processed in accordance~~

with applicable City of Kennewick and Benton County regulations; provided such an application shall first require Board approval to assure that the consolidated lot will be in compliance with this Declaration. The consolidation shall take effect upon the owner's filing in the records of the Benton County, Washington Auditor a declaration, in a form approved by the Board, stating that the two areas are consolidated. The ~~consolidation provided~~ consolidated areas shall constitute one Unit for ~~inall purposes under~~ this ~~section shall have the following effects:~~ Declaration.

(a) ~~— The consolidated areas shall constitute one Unit for all purposes under this Amended and Restated Declaration, except that there shall be no change in the manner of payment of assessments and voting for the consolidated areas unless the consolidation is accomplished with the consent of the Board.~~

(b) ~~— No residence or other structure may be placed upon the remainder of a lot, a portion of which has been consolidated with another lot but which remainder has not been consolidated with another lot, unless the area of such remainder constitutes at least 95 percent of the original area of the lot.~~

(c) ~~— Areas which have once been consolidated may not in the future be partitioned without the consent of the Board.~~

## SECTION 6. COMMUNITY RULES AND REGULATIONS.

6.1 Rule-Making, Generally. In the exercise of its powers and in the performance of its obligations pursuant to this ~~Amended and Restated~~ Declaration ~~or,~~ any applicable Supplemental Declaration, or any applicable statute the Board may adopt, amend or repeal rules, regulations and restrictions to be known as the "Community Rules and Regulations" to provide for the manner of use for ~~Private Areas, Units, and~~ Common Areas, ~~Private Ways, Private Recreational Areas and and~~ any other areas which ~~Residents~~ Owners or members of the general public are entitled to use.

Rules Notice. Before adopting, amending, or repealing any rule, the Board must give all unit owners notice of:

(a) Its intention to adopt, amend, or repeal a rule and provide the text of the rule or the proposed change; and

(b) A date on which the board will act on the proposed rule or amendment after considering comments from unit owners.

Following adoption, amendment, or repeal of a rule, the association must give notice to the unit owners of its action and provide a copy of any new or revised rule.

6.2 Rule-Making for ~~Private Areas~~ Units. The Board's authority to make and enforce rules, regulations or restrictions regarding ~~Private Areas~~ Units shall be limited to reasonable rules, regulations or restrictions regarding the following:

(a) Limiting the nature of the uses permitted to single family residential or other category of use, and prohibiting commercial, retail, manufacturing or business uses or temporary structures not otherwise protected by Washington State Law.

(b) Establishing standards of maintenance, use, and upkeep of lots, including but not limited to controlling vegetation, burning, irrigation, lighting, decoration, fences, rubbish and unsightly or unsanitary conditions.

(c) Preventing and remedying any dangerous or obnoxious conditions, nuisances and other conduct that interferes with the quiet enjoyment of ~~other Residents~~, Owners, or of Canyon Lakes as a whole, including but not limited to discharge of firearms or fireworks, open burning, off-road use of vehicles and motorized transport, and excessive noises.

(d) Limiting the number, nature and manner of signs.

(e) Regulating and limiting the use of roads and streets, parking and storage.

(f) Restricting and regulating the possession and use of animals.

(g) Establishing time limits ~~on~~between the start and completion of improvements upon a ~~lot~~unit.

6.3 Administration of Rules. All rules, regulations and restrictions must be applicable on a non-discriminatory basis. However, provisions uniformly applicable to a class of persons, such as children of particular ages, will not be deemed discriminatory. The Community Rules and Regulations shall be interpreted and applied in a manner consistent with applicable city, county, state and federal law.

A copy of the current Community Rules and Regulations shall be always kept on file at the ~~principal~~primary office of the Association ~~at all times and published on its website~~. The Community Rules and Regulations shall have the same force and effect as if set forth herein as part of this ~~Amended and Restated~~ Declaration.

A Unit Owner may be held liable, and the association may assess against a unit owner's common annual expenses, including expenses relating to damage to, loss of property, or loss of property value caused by the:

(a) Willful misconduct or gross negligence of the unit owner or the unit owner's tenant, guest, invitee, or occupant;

(b) Negligence of the unit owner or the unit owner's tenant, guest, invitee, or occupant; and

387 (c) Failure of the unit owner to comply with standards prescribed by this declaration  
388 or a Rule, Regulation, or Restriction.

389  
390 The Association will enforce the Rules and Regulations and, after notice and opportunity  
391 to be heard, impose and collect reasonable fines for violations of the governing documents in  
392 accordance with a previously established schedule of fines adopted by the board of directors and  
393 furnished to the owners pursuant to the requirements for notice as described in Section 6.1.  
394

395 6.4 Repeal by Unit Owners. Any rule, regulation or restriction enacted by the Board  
396 may be amended, modified or repealed by a vote of the majority of the ~~members~~Voting Power  
397 constituting a quorum as defined in Section 1 of this document at any meeting of members of the  
398 Association pursuant to the procedures set forth in the by-laws of the Association (the “By-  
399 laws”) for meetings and member voting. Unit owners may request a vote on a specific rule,  
400 regulation, or restriction by sending a written request addressed to the entire Board that is signed  
401 by at least five (5) members that each represent a single Voting Unit. The request should clearly  
402 state the desired amendment, modification, or deletion and reasons why.  
403  
404

## 405 SECTION 7. ASSESSMENTS.

406  
407 7.1 ~~Imposition of Regular Assessments.~~ The Board shall have the right to impose a  
408 regular annual assessment against each Unit Owner for those uses and purposes provided in  
409 Section 7.6 below. The assessments shall be based upon a budget adopted in accordance with  
410 Section 7.9 below and in an amount to be determined by the Board each year. The Board may  
411 increase the regular [annual][PI] assessment by not more than ten percent (10%) annually.  
412 ~~Otherwise, the regular annual assessment shall be increased only pursuant to the provisions of~~  
413 ~~paragraph 7.4.~~ The regular annual assessments shall be applied uniformly to all Units except ~~that~~  
414 ~~no regular annual assessment shall be imposed with respect to a condominium Unit that has~~  
415 ~~never been sold in cases where a fine or rented expenses are added because of negligence or~~  
416 Rules violation as described in Section 6.3. On or before November 30 of each year, the Board  
417 shall fix the amount of the regular annual assessment to be imposed during the ensuing year.  
418 The Unit Owners shall be notified of the proposed regular annual assessment prior to December  
419 31 of the same year.  
420

421 7.2 Payment of Regular Annual Assessments. Any Unit Owner who ~~shall pay the~~  
422 submits their Annual Meeting ballot along with their regular annual assessment fee prior to  
423 ~~March 1 or at the Annual Meeting of Association Members~~ each year shall receive a five percent  
424 (5%) discount in the regular annual assessment. All regular annual assessments shall be paid no  
425 later than April 1 each year. After April 1, the regular annual assessment, together with a late  
426 charge equal to twenty five percent (25%) of the regular annual assessment, shall bear interest at  
427 the rate of twelve percent (12%) per annum. ~~After April 1, any unpaid regular annual~~  
428 ~~assessments shall automatically constitute a lien upon the Unit for which the assessment is to be~~  
429 ~~paid, and a written confirmation of lien may be duly recorded. An additional assessment of~~

~~twenty five dollars (\$25.00) shall be imposed against any such Unit, along with the recording costs and any legal fees associated with the recording of such lien.~~

7.3 Transfer Assessment. At the time any Unit is sold or otherwise transferred, a transfer assessment in an amount determined by the Board, but not more than one hundred fifty dollars (~~\$100~~150.00), shall be assessed against the purchaser or other transferee at the time of the closing of the transfer. The Board, in its discretion, may increase the maximum amount of the transfer assessment once every five years to account for inflation and the increased cost of living. The lien provisions set forth above shall also apply to the transfer assessment if it is not paid at the time of closing.

~~7.3 — Increase in Maximum Amount of Regular Annual Assessment with Consent of Unit Owners. In the event the Board shall deem the assessment fund to be inadequate for the purposes for which it is to be maintained, taking into account the need for reasonable reserves for special purposes, the regular annual assessment may be increased over the amounts provided for in paragraph 7.1; provided, that such increase in the regular annual assessment is approved by a vote of the majority of the members constituting a quorum at any meeting of members of the Association pursuant to the procedures set forth in the by laws for meetings and member voting.~~

~~7.4 — Special Purpose Assessments. In the event the Board deems it to be to the advantage of the Residents to impose a special purpose assessment to provide funds for the development of a particular recreational facility, enforcement of rules and regulations, or landscaping improvements to the Common Areas, it may impose such a special assessment, provided that the amount of the assessment and the terms upon which it will be imposed have been approved by a vote of the majority of the members constituting a quorum at any meeting of members of the Association pursuant to the procedures set forth in the by laws for meetings and member voting. All special assessments shall be applied uniformly to all Units. In the event that such an assessment is imposed, the Board shall add the monies derived therefrom to the assessment fund, but shall keep the same in a special account and shall use the same only for the purposes set forth in the instrument by which the Unit Owners consented to the special assessment.~~

7.4 Special - Assessments. The board, at any time, may propose a special assessment. The assessment is effective only if the board follows the procedures for ratification of a budget described in subsection 7.9.1 of this section and the unit owners do not reject the proposed assessment. The board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment. A special assessment shall fall under one of two categories, described as follows:

7.4.1 Common Area Goods, Services and Improvements; The Board may propose this category of assessment for budget ratification without any requirement for pre-approval.

471 7.4.2 Goods, Services and Improvements not restricted to Common Areas. For  
472 this category, an advisory vote by Unit Owners is required for approval of a preliminary plan  
473 before the Board fully develops and proposes a special assessment for budget ratification. The  
474 plan shall include a description of the action to be taken, the benefit to the community, and an  
475 estimated cost to the Association. The vote shall follow the procedure for quorum, manner of  
476 presence, and voting as defined in Section 1 of this Document. The results of the advisory vote  
477 shall be made available to the entire Community and be considered by the Board before  
478 proposing a special assessment for budget ratification.

479 7.5 Use of Assessment Funds. The Board shall keep the monies which it may collect  
480 from assessments, together with all other monies which it is required to add to the assessment  
481 funds pursuant to the provisions hereof or of any applicable Supplemental Declaration, in a  
482 separate fund to be called the “assessment fund” and shall use the monies in the assessment fund  
483 only for the following purposes:

484  
485 (a) Payment of the costs of maintaining and developing (i) Common Areas, (ii)  
486 ~~Private Ways (including streetlights, entrances, mailboxes, paper trash receptacles, dog~~  
487 ~~waste stations, signs, and signs) areas within Local Associations or Private Land for which there~~  
488 ~~is a maintenance agreement;~~ and (iii) special recreational and other facilities on Common Areas  
489 which are available for use by all Residents.

490  
491 (b) Payment of taxes and assessments levied against Common Areas, ~~Private Ways~~  
492 and the improvements thereon.

493  
494 (c) Payment of the costs of providing patrol services, fire prevention and control  
495 services, and garbage and trash disposal, if ~~provided~~ implemented by the Association.

496  
497 (d) Payment of the costs of insurance, including insurance protecting the Board, the  
498 Architectural Review Committee, other Board-appointed Committees, the Association and any  
499 of its officers, directors, employees or agents against liability arising out of their function and  
500 activities in the administration of the provisions of this ~~Amended and Restated~~ Declaration or  
501 any Supplemental Declaration.

502  
503 (e) Payment of the costs of enforcing the provisions contained in this ~~Amended and~~  
504 ~~Restated~~ Declaration, any Supplemental Declaration, the Community Rules and Regulations and  
505 the Architectural Review Committee Rules.

506  
507 (f) Payment of the reasonable expenses and fees of the Architectural Review  
508 Committee.

509  
510 (g) Payment ~~of~~ other Goods or Services which the Board deems to be of general  
511 benefit to Residents provided that for any expenditure greater than \$15,000 the Board shall  
512 provide notice to all Unit Owners that includes a description of the action to be taken, the benefit

513 to the community, and an estimated cost to the Association at least 30 days prior to incurring the  
514 liability.

515  
516 (h) Payment of the costs incurred in collecting assessments.

517  
518 (i) Payment of the expenses incurred in organizing or reorganizing the Association  
519 and of maintaining the same as a corporation.

520  
521 (j) Payment of any expense reasonably incurred by the Board in carrying out any  
522 function for which it has been given responsibility hereunder, including but not limited to court  
523 costs and attorney fees.

524  
525 ~~7.7. Annual Accounting. The Board shall conduct an annual accounting as provided~~  
526 ~~by RCW 24.06 and 64.38, as now enacted or hereafter amended.~~

527  
528 (k) Payment for Special Assessment Projects

529  
530 7.6 Accounting and Records The association shall establish and maintain its accounts  
531 and records in a manner that will enable it to credit assessments for common expenses and  
532 specially allocated expenses, including allocations to reserves, and other income to the  
533 association, and to charge expenditures, to the account of the appropriate units in accordance  
534 with the provisions of the declaration. The Board shall conduct an annual reconciliation as  
535 provided by RCW 64.90.475 as now enacted or hereafter amended. The Association shall retain  
536 financial and business records, including the current budget, detailed records of receipts and  
537 expenditures affecting the operation and administration of the association, and other appropriate  
538 accounting and business records within the last seven years, as provided by RCW 64.90.495.

539  
540 The Association shall obtain and update a reserve study pursuant to RCW 64.90.545 and  
541 64.90.550. The Association shall establish one or more accounts for the deposit of funds, if any,  
542 for the replacement costs of reserve components. Any reserve account must be an income-  
543 earning account maintained under the direct control of the Board, and the Board is responsible  
544 for administering the reserve account according to RCW 64.90.540.

545  
546 ~~7.7 Joint and Several Liability-~~ If a Unit Owner comprises more than one person, or  
547 one entity, each shall be jointly and severally liable for any assessment, charge, fee, fine or cost.

548  
549 7.8 Default in Payment of Assessments and Charges; Liens-

550  
551 7.8.1 Each assessment or charge levied or imposed pursuant to this ~~Amended~~  
552 ~~and Restated~~ Declaration or any applicable Supplemental Declaration, together with interest  
553 thereon, shall be a separate, distinct and personal debt and obligation of the Unit Owner against  
554 whom the assessment or charge is levied or imposed or from whom the amount is due.

555  
556 7.8.2 If the Unit Owner fails to pay any such assessment or charge or any  
557 installment thereof when due, the Unit Owner shall be in default and the assessment or charge

not paid, together with interest, costs and attorney fees as elsewhere provided for herein, shall automatically become a lien upon the Unit or Units owned by the person from whom the assessment or charge is due. ~~As set forth in Section 7.2 above,~~

7.8.3 The Association may confirm the lien by filing in the records of Benton County, Washington a notice of lien setting forth a description of the Unit or Units against which the lien is imposed. Such lien shall be subordinate to any lien of any mortgage upon any Unit which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. An additional assessment of one hundred dollars (\$100.00) per year of delinquency shall be imposed against any such Unit, along with the recording costs and any legal fees associated with the recording of such lien. The Association may commence a proceeding to foreclose the lien in the same form of action as is then provided for the foreclosure of a mortgage on real property by Washington law. Liens will be assessed and enforced according to the procedures specified in RCW 64.90.485.

7.8.4 The Association may also foreclose the lien in a non-judicial proceeding pursuant to the deed of trust foreclosure law as is then provided in Washington law. The Association may also enforce or foreclose the lien in any other manner permitted by Washington law for the enforcement or foreclosure of liens against real property or the sale of property subject to such lien. Upon the sale of a Unit pursuant to this provision, the purchaser thereof shall be entitled to a deed to the Unit and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession. The proceeds of any such sale shall be applied as provided by applicable law. In the absence of any such law, the proceeds shall first be applied to discharge the costs of the sale, including but not limited to court costs, other litigation costs, costs and attorney fees incurred by the Association, all other expenses of the proceedings, interest, late charges, unpaid assessments and other amounts due to the Association, and the balance of the sale proceeds shall be paid to the Unit Owner. The Association shall have the power to bid for the Unit at any sale and to acquire and hold, lease, mortgage or convey the Unit. Notwithstanding any foreclosure ~~or of~~ the lien or sale of the Unit, any assessment and other amounts due after application of any sale proceeds shall continue to exist as personal obligations of the defaulting Unit Owner or Unit Owners to the Association.

7.9 Budget Required All assessments must be based upon a budget first adopted by the Board on or before November 30 of each year for the ensuing year.

7.9.1 Within thirty days after adoption of any proposed budget for the common interest community, the Board must provide a copy of the budget to all the Unit Owners and set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen nor more than fifty days after providing the budget. Unless at that meeting the Owners of Units, to which a majority of the votes in the Association are allocated, reject the budget, the budget and the assessments against the Units included in the budget are ratified, whether or not a quorum is present. Quorum and Manner of presence of Unit Owners is defined in Section 1 of this document. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a subsequent budget proposed by the Board.

7.9.2 The budget must include:

(a) The projected income to the Association by category.

(b) The projected common expenses and any specifically allocated expenses, including those for ~~non~~~~PI2~~-common areas, that are subject to being budgeted, both by category.

(c) The amount of the assessments per Lot and the date the assessments are due.

(d) The current amount of regular assessments budgeted for contribution to the reserve account.

(e) A statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and

(f) The current deficiency or surplus in reserve funding expressed on a per unit basis.

SECTION 8. ARCHITECTURAL REVIEW COMMITTEE.

8.1 Function of Architectural Review Committee. The Architectural Review Committee (the "Committee") shall exercise the functions for which it is given responsibility in this ~~Amended and Restated~~ Declaration. The Committee will be responsible for the approval of plans and specifications for the development of ~~Private Areas~~Units and for the promulgation and enforcement of its related rules and regulations. All such rules and regulations of the Committee shall be deemed to constitute part of the Community Rules and Regulations; provided, that such rules and regulations are first approved by the Board.

8.2 Members. The Committee shall consist of at least three ~~persons~~people who shall be appointed by the Board ~~to~~for three (3) year terms. The Board shall determine the total number of ~~persons~~people to be appointed to the Committee. Members of the Committee may be removed and replaced at any time by the Board. The Board shall keep on file at its principal office a list of the names and phone numbers, and street and email addresses of the members of the Committee.

8.3 Action. Except as otherwise provided herein, any two (2) members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining member of the Committee; provided, however, that if the Committee has more than three members, then any number of Committee members constituting a two-thirds (2/3) majority of the membership of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining member of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

641  
642           8.4   Failure to Act. If at any time the Committee shall for any reason fail to function,  
643 the Board shall have complete authority to serve as a pro term Architectural Review Committee.  
644

645           8.5   Duties and Rules. No person shall construct or reconstruct any improvement on  
646 any Unit, alter or refinish the exterior of any improvement on any Unit or make any change in  
647 any Unit, whether by excavation, fill, alteration of existing drainage, ~~the planting, cutting or~~  
648 ~~removal of vegetation, shrubs or trees or~~ the installation of ~~a utility, an~~ outside antenna, or other  
649 outside wire visible from the street, on a Unit unless such person has first obtained the approval  
650 of the Committee. The Committee shall consider and act upon all matters properly submitted to  
651 it pursuant to this Amended and Restated Declaration or any applicable Supplemental  
652 Declaration. In furtherance of these functions of the Committee, the Board may from time to  
653 time adopt, amend, and repeal rules and regulations to be known as the "Architectural Review  
654 Committee Rules" establishing the Committee's operating procedures and interpreting, detailing  
655 and implementing the provisions of the instruments to which it is charged with responsibility.  
656 The Board may establish a reasonable fee to be paid to cover the costs incurred by the  
657 Architectural Review Committee in considering and acting upon matters submitted to it. Such  
658 fees shall be paid into the Architectural Review Committee fund. A current copy of the  
659 Architectural Review Committee Rules shall be always kept on file at the ~~principal~~primary office  
660 of the Association ~~at all times and published on its website~~. Such rules and regulations have the  
661 same force and effect as if set forth herein as part of this ~~Amended and Restated~~ Declaration.  
662

663           8.6   Non-Waiver. Consent by the Committee to any matter proposed to it or within its  
664 jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to  
665 withhold approval as to any similar matter thereafter proposed or submitted to it for consent.  
666

667           8.7   Estoppel Certificate. Within thirty (30) days after written demand therefor by a  
668 Unit Owner, the Committee shall execute and deliver to the Unit Owner requesting the same an  
669 estoppel certificate certifying with respect to the Unit of such Unit Owner that, if true, as of the  
670 date of the certificate, either (i) all improvements and other work within such Unit comply with  
671 the provisions of this Amended and Restated Declaration and any applicable Supplemental  
672 Declaration and with all restrictions, rules and regulations adopted in or pursuant thereto, or (ii)  
673 that such improvements and work do not so comply for reasons specified in the certificate. Any  
674 purchaser or mortgagee of a Unit may rely on such certificate with respect to the matters set forth  
675 therein, such matters being conclusive against the Board and all Unit Owners.  
676

677           8.8   Liabilities. Neither the Committee nor any member thereof shall be liable to any  
678 Unit Owner or the Board (or to any other party as a result of any certificate furnished pursuant to  
679 Section 8.7 above) for any damage, loss or prejudice suffered or claimed on account of any  
680 action or failure to act of the Committee or a member thereof, provided only that the member has  
681 acted in good faith. In the event that any person alleges that the Committee or any member  
682 thereof is liable for any damage, loss or prejudice suffered or claimed on account of any action or  
683 failure to act of the Committee or a member thereof, the Association shall indemnify and hold  
684 harmless any such Committee member, including but not limited to the payment of associated

court costs, attorney fees and other legal fees, provided that such Committee member has acted in good faith.

## SECTION 9. THE ASSOCIATION.

9.1 Organization of the Association. The Association shall be organized as provided herein to represent all Unit Owners. The Association shall be incorporated under the Miscellaneous and Mutual Corporations Act of the State of Washington, RCW 24.06, as now enacted or hereafter amended. The Association shall have Articles of Incorporation (the "Articles") and By-laws as provided in RCW 24.06.

9.2 Duties of the Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-laws and this ~~Amended and Restated~~ Declaration. Neither the Articles nor By-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this ~~Amended and Restated~~ Declaration.

9.3 Membership. Each Unit Owner, by virtue of being a Unit Owner and for so long as such ownership is maintained, shall be a member of the Association, and no Unit Owner shall have more than one membership in the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor in interest of the Unit Owner, and all memberships in the Association shall be appurtenant to the Unit owned by such Unit Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Unit and then only to the transferee of title to the Unit. Any attempt to make a prohibited membership transfer shall be void and will not be reflected ~~on~~in the books of the Association.

9.4 Voting Power. All voting power shall be exercised by the members of the Association in accordance with the duly adopted by-laws of the Association. Each Unit Owner shall have one vote for each Unit owned.

9.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board and such officers as the ~~directors~~Board may elect or appoint, in accordance with the articles of incorporation or the by-laws, which may be amended ~~from time to time as provided therein as provided therein.~~ In the performance of their duties, officers and board members must exercise the degree of care and loyalty to the association required of an officer or director of a corporation organized, are subject to the conflict of interest rules governing directors and officers, and are entitled to the immunities from liability available to officers and directors under RCW 24.06.

9.6 Composition of the Board of Directors. The Board shall consist of Unit Owners ~~who have been elected by the Association in accordance with the By-Laws. No more than one Owner per Unit may serve on the Board.~~

730            9.69.7       Powers of the Board. The powers of the Association shall be exercised by  
731 and through the Board. In addition to such other powers as shall be given to or imposed upon the  
732 Board by this ~~Amended and Restated~~ Declaration or by any applicable Supplemental  
733 Declaration, the Board shall have the power to carry out the following:

734  
735            (a)       Maintenance of all Common Areas, ~~Private Ways, Private Recreational Areas~~ and  
736 the improvements thereon.

737  
738            (b)       Construction of such improvements on or under the Common Areas, ~~Private~~  
739 ~~Ways and Private Recreational Areas~~ as it deems will be of benefit to the ~~Residents and their~~  
740 ~~guests in accordance with any rules and regulations~~ Unit Owners.

741  
742            (c)       Enforcement of all covenants, conditions, restrictions and other provisions  
743 contained in this ~~Amended and Restated~~ Declaration or in any Supplemental Declaration, as now  
744 enacted or hereafter amended.

745  
746            (d)       Promulgation and enforcement of the Community Rules and Regulations, and  
747 enforcement of the Architectural Review Committee Rules and Regulations and the decisions of  
748 the Architectural Review Committee

749  
750            (e)       Payment of all ~~ad valorem~~ taxes and assessments on any of the Common Areas,  
751 ~~Private Ways and Private Recreational Areas~~ within the Property.

752  
753            (f)       Provision of such services to ~~Residents~~ Unit Owners as it shall deem to be of  
754 benefit.

755  
756            (g)       Procuring and maintaining insurance on all improvements constructed on the  
757 Common Areas, ~~Private Ways and Private Recreational Areas~~.

758  
759            (h)       Collection of assessments and penalties adopted in accordance with RCW 64.90.

760  
761            (i)       Fixing of fees for use of recreational and service facilities within the Common  
762 Areas and for the collection thereof. All such fees shall be paid into the assessment fund.

763  
764            (j)       Borrowing of money on behalf of the Association and in connection therewith,  
765 the granting of mortgages, deeds of trust or other security interests with respect to land owned or  
766 leased by it and improvements thereon.

767  
768            (k)       Granting of easements along roadways of the Property owned by the Association  
769 to owners, occupants and invitees of office, commercial and lodging or other facilities  
770 constructed on land within the Property, whether or not subject to this Amended and Restated  
771 Declaration, and entering into road maintenance agreements providing for contribution to the  
772 cost of maintenance of the entrances to the Property and roadways and related improvements  
773 which are subject to easements granted by the Board.

(l) The Board shall have such further powers as permitted or allowed in RCW 24.06.030 and 64.~~38.02090~~.405, as now enacted or hereafter amended.

9.79.8 Limitation of Liability. The Board shall not be liable for failure to carry out any power enumerated in Section 9.2 or 9.6 herein or elsewhere in this ~~Amended and Restated~~ Declaration or in any applicable Supplemental Declaration in cases in which there are not sufficient monies in the assessment fund to enable it to carry out its power. The Board shall have sole power to determine for which authorized purposes monies in the assessment fund shall be spent and in what priority, including the power to determine how much shall be held in reserve. Neither the Board, nor the Association, nor any director shall be liable to any Unit Owner on account of any action or failure to act of the Board, provided only that actions are in good faith. In the event that any Unit Owner or other person alleges that the Association, the Board or any director, officer, employee or agent of the Association is liable for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Association, the Board, or any director, officer, employee or agent of thereof, the Association shall indemnify and hold harmless any such director, officer, employee or agent, including but not limited to the payment of associated court costs, attorney fees and other legal fees, provided that such director, officer, employee or agent has acted in good faith.

9.89.9 Annual Meeting of Association Members. The Association shall hold an annual meeting as set forth in the by-laws of the Association.

## SECTION 10. LOCAL ASSOCIATIONS.

10.1 Creation of Local Associations. Any legally platted subdivision subjected to this Amended and Restated Declaration may create and maintain a Local Association ~~or Sub-~~ Association. A Local Association shall determine its own purposes, powers and obligations and shall be responsible for its own governance and internal operation consistent with RCW 64.38 and the provisions of this ~~Amended and Restated~~ Declaration. The creation of any Local Association shall be set forth in a Supplemental Declaration recorded in the records of Benton County, Washington.

10.2 Restrictions and Limitations. Local Associations may establish and enforce covenants, conditions, restrictions, rules and regulations in addition to those set forth in or enacted pursuant to this ~~Amended and Restated~~ Declaration, provided, however, that any such covenants, conditions, restrictions, rules and regulations which conflict with, are inconsistent with or purport to override any provision of this ~~Amended and Restated~~ Declaration or any document executed pursuant to it shall be invalid and of no effect.

## SECTION 11. ENFORCEMENT.

11.1 General Provisions. The Board, the Association and any Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, fees, liens and charges now or hereafter imposed by the provisions of this ~~Amended and Restated~~ Declaration or any applicable Supplemental Declaration. Failure by any such person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 Violation of This ~~Amended and Restated~~ Declaration or Supplemental Declaration by Non-Qualifying Improvement. In the event any Unit Owner constructs or permits to be constructed on his or her Unit an improvement contrary to the provisions of this ~~Amended and Restated~~ Declaration or any applicable Supplemental Declaration or in the event that a Unit Owner maintains or permits any improvement, condition or thing item on his ~~or~~ her Unit contrary to the provisions of this ~~Amended and Restated~~ Declaration or any Supplemental Declaration, the Board, through its designated representative, may no sooner than thirty (30) days after delivery to such Unit Owner of written notice of the violation, enter upon the Lot of the offending Unit (but not any occupied structure) and remove the cause of such violation, or alter, repair or change the item which is in violation of such Declaration in such manner as to make it conform thereto. The Board may charge such Unit Owner for the entire cost of the work done by it pursuant to this provision. Such amounts shall become payable upon delivery by the Board to the Unit Owner of notice of the amount due, and shall be paid into the assessment fund to the extent that the costs being reimbursed were paid out of the assessment fund.

11.4—3 Right of Entry During Construction. A representative of the Board or any member of the Architectural Review Committee authorized by the Board may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit during new construction and major alterations for the purpose of determining whether or not ~~the use of~~ such Unit ~~or any improvement thereon is then~~ in compliance with the provisions of this ~~Amended and Restated~~ Declaration, any ~~rule or regulation~~ Community and Architectural Rules and Regulations pursuant thereto or any applicable Supplemental Declaration. ~~No~~ Such entry shall only be ~~deemed made prior to constitute a trespass or otherwise to create any right of action in occupancy and after notification of~~ the Unit owner ~~or occupant of such Unit.~~

11.5—4 Interest. Any amount not paid to the Board when due in accordance with the provisions of this ~~Amended and Restated~~ Declaration or of any Supplemental Declaration shall bear interest from such date until paid at the rate of twelve percent (12%) per annum.

11.6—5 Expenses and Attorney Fees. In the event of any suit or action to enforce any provision contained in this ~~Amended and Restated~~ Declaration or in an applicable Supplemental Declaration, to collect any money due thereunder or to foreclose any lien, the prevailing party in such suit or action shall be entitled to recover all costs and expenses incurred in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney fees therein, including attorney fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

11.7—6 Non-Exclusiveness and Accumulation of Remedies. Election by the Board or the Association to pursue any remedy provided for herein or in any applicable Supplemental Declaration with respect to any violation of any provision of this ~~Amended and Restated~~ Declaration or of any Supplemental Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted herein or in any applicable Supplemental Declaration, or which is permitted by law. The remedies provided in this ~~Amended and Restated~~ Declaration and in any applicable Supplemental Declaration are not intended to be exclusive but shall be in addition to all other remedies, including without limitation, actions for damages or suits for injunctions or for specific performance available under applicable law.

## SECTION 12. MISCELLANEOUS PROVISIONS.

### 12.1 Amendment and Repeal.

Any provision of this ~~Amended and Restated~~ Declaration or any Supplemental Declaration may be amended or repealed by the Board, provided that the amendment has been approved by the Board following consent by the vote of two-thirds (2/3) of the members of the Association constituting a quorum and voting in accordance with Section 1.9, Section 9.4 and the By-laws.

Unit owners may request a vote on a specific Section of this Declaration by sending a written request addressed to the entire Board that is signed by at least five (5) members that each represent a single Voting Unit. The request should clearly state the desired amendment, modification, or deletion and reasons why.

Notwithstanding the above, no amendment hereto shall diminish the votes or consent required in respect of any matter for which the number of votes or consenting Unit Owners required is specifically set out herein, unless such amendment has received the consent of Unit Owners having such number of votes (or of such number of Unit Owners, as the case may be). Any amendment or repeal of a provision of this ~~Amended and Restated~~ Declaration or additional provisions shall become effective only upon the filing thereof in the records of Benton County, Washington, of a certificate of an officer of the Association setting forth in full the amendment, additional provision or repeal approved as provided in this Section, and certifying that said amendment, additional provision or repeal has been approved in the manner required therefor herein.

12.2 Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of this ~~Amended and Restated~~ Declaration and of any applicable Supplemental Declaration shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act of consent of the entire ownership interests; however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent

involved shall then be disregarded completely in determining the number or proportion of votes or consents given with respect to such matter.

12.3 Mortgage Protection. Notwithstanding any other provision of this Amended and Restated Declaration, no amendment of this Amended and Restated Declaration or any Supplemental Declaration shall operate to defeat and render invalid the rights to the beneficiary under any first deed of trust upon a Unit made in good faith and for value, and recorded prior to the recordation of such amendment, provided that, after foreclosure of any such first deed of trust, such Unit shall remain subject to this Amended and Restated Declaration, as amended. Notwithstanding any and all provisions of this Amended and Restated Declaration to the contrary, in order to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") to participate in the financing of the sale of Units within the Property, to the extent the statutory requirements or regulations of FHLMC, FNMA, GNMA, VA and FHA conflict with any provisions of this Amended and Restated Declaration or any Supplemental Declaration, such statutory requirements or regulations shall control. The Board shall enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgage encumbering Units with dwelling units thereon. Each Unit Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Units, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgage holders are hereby authorized to furnish information to the Board concerning the status of any mortgage encumbering a Unit.

12.4 Construction; Severability; Number; Captions. This ~~Amended and Restated~~ Declaration shall be construed as an entire document to accomplish the purposes stated in the Recitals set forth above. Nevertheless, each provision of this ~~Amended and Restated~~ Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. ~~As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context requires.~~ All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions hereof.

12.5 Notices. Any notice permitted or required by this ~~Amended and Restated~~ Declaration or by any applicable Supplemental Declaration may be delivered personally, by mail or by electronic transmission, unless a particular provision of this ~~Amended and Restated~~ Declaration, any applicable Supplemental Declaration or the law requires otherwise. Delivery by mail shall be deemed to have been accomplished ~~twenty-four (24)~~~~seventy-two (72)~~ hours after the notice has been deposited as certified mail in the United States mail, with postage prepaid. Delivery by electronic transmission shall be deemed complete at the time the transmission is sent. All notices shall be addressed as follows:

If to the Association, the Architectural Review Committee or the Board:

~~3700 West Canyon Lakes Drive~~

P.O. Box 7252, Kennewick, Washington 99336

The Board may designate in the By-Laws a different mailing address than that listed above.

If to a Unit Owner, at the address given by him or her at the time of his or her purchase of a Unit or at the address of his or her Unit.

The address of any person may be changed at any time by notice in writing delivered as provided herein.

APPENDIX A

The Community of Canyon Lakes includes the following Properties that are described parcels of real property, according to the plats thereof as recorded with the office of the Benton County Auditor:

Canyon Lakes No. 1;

Canyon Lakes No. 2;

Canyon Lakes No. 4;

Canyon Lakes No. 5;

Canyon Lakes No. 7, Phase 1 and Phase 2;

Canyon Lakes No. 8, Phase 1, Phase 2, Phase 3 and Phase 4;

Canyon Lakes No. 9;

Canyon Lakes No. 10;

Canyon Lakes No. 11, Phase 1 and Phase 2;

Canyon Lakes No. 12, Phase 1 and Phase 2;

Canyon Lakes No. 16, Phase 1 and Phase 2;

Canyon Lakes No. 17, Phase 1, Phase 2, Phase 3 and Phase 4;

Canyon Lakes No. 18, Phase 1, Phase 2, Phase 3 and Phase 4;

Canyon Lakes No. 19, Phase 1 and Phase 2;

Canyon Lakes No. 20;

Canyon Lakes No. 21, Phase 1, Phase 2 and Phase 3;

The Heights at Canyon Lakes, Phase 1, Phase 2, Phase 3 and Phase 4;

Canyon Lakes South Hill, Phase 1

Canyon Lakes South Hill, Phase 2;

Canyon Lake Villas, Phase 1, Phase 2 and Phase 3;

Parkside – Canyon Lakes;

The Greens at Canyon Lakes;

Final Plat of Fairwood, Lots 1 through 19; and,

\* \* \*

Lot 2, Short Plat 1669, “Volunteer Park”.

These Properties shall be fully subject to all provisions herein.

Plat maps of all Units comprising the Canyon Lakes Community is available at the following URL (web address):

\* \* \*

I, ~~Jodi Landefeld~~, \_\_\_\_\_, Secretary of the Canyon Lakes Property Owner's Association, hereby certify that the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for the Community of Canyon Lakes was duly adopted by the Board of Directors of the Canyon Lakes Property Owner's Association on the ~~17<sup>th</sup> day of February, 2009~~, \_\_\_\_\_, at a time after the members of the Canyon Lakes Property Owner's Association approved of said instrument on the ~~17<sup>th</sup> day of February, 2009~~, \_\_\_\_\_, all of which was pursuant to the then effective provisions of the Master Declaration of Covenants, Conditions and Restrictions for the Community of Canyon Lakes, as amended, and the By-laws of the Canyon Lakes Property Owners' Association.

\_\_\_\_\_  
~~JODI LANDEFELD~~

Secretary