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47.00 Benton County

FRONTIER TITLE & ESC COV

NNP-Creekstone, LLC  
c/o Newland Communities  
2839 West Kennewick Avenue PMB #393  
Kennewick, Washington 99336

**FRONTIER TITLE CO.**

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**BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**CREEKSTONE PHASE 16**

**Grantor:** R AND L HOMES, LLC

**Grantee:** NNP-CREEKSTONE, LLC

**Legal Description (abbreviated):**

Lot 14-17, Block 28, Creekstone Phase 16

**Full Legal Description:** Set forth on attached Exhibit A.

**Assessor's Tax Parcel No.:** 1-0989-200-0010-003 I.O.P.

**BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CREEKSTONE PHASE 16**

THIS AGREEMENT AS TO BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSTONE PHASE 16 ("Builder's CC&Rs") is made this 4<sup>th</sup> day of September, 2007, by NNP-CREEKSTONE, LLC, a Delaware limited liability company, duly authorized to transact business in the State of Washington ("Seller"), and R AND L HOMES, LLC, a Washington limited liability company ("Builder").

**RECITALS**

A. Builder entered into that certain Lot Purchase Agreement dated July 32, 2007 ("Purchase Agreement"), with Seller for the purchase of one (1) lot (the "Lot") in Creekstone Phase 16, Benton County, Washington ("Creekstone Phase 16"), the legal description of which is set forth in Exhibit A attached hereto and by this reference incorporated herein.

B. Creekstone Phase 16 is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Creekstone, recorded February 7, 2001, under Auditor's File No. 2001-003088, Benton County, Washington, as amended (the "Declaration"). Among other things, the Declaration imposes upon Builder requirements to obtain approvals from the New Construction Committee in connection with Builder's development of and construction on the Lot, requirements to comply with Seller's development standards and guidelines (and Builder hereby acknowledges receipt of a copy of such development standards and guidelines) and other requirements as more particularly set forth in the Declaration.

C. The Purchase Agreement also imposes upon Builder requirements and obligations in connection with the development of and construction on the Lot.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants of the parties set forth herein, Seller and Builder agree as follows:

**AGREEMENTS**

1. **Builder's Obligations.** In connection with Builder's development of the Lot and Builder's construction of a residence and improvements on or under the Lot related thereto, Builder shall comply with all applicable terms, conditions, provisions, agreements, requirements and obligations of the Declaration, Seller's development standards and guidelines and the Purchase Agreement. This includes, without limitation:



- (a) securing all governmental approvals and other approvals and permits in connection with Builder's development and construction;
  - (b) obtaining approval by the New Construction Committee of all final plans and specifications for all construction of any improvements on or adjacent to the Lot prior to the closing of the sale of the Lot from Seller to Builder, and following closing, obtaining approval of the New Construction Committee of any revisions or modifications of the approved final plans and specifications prior to commencement of construction on the Lot;
  - (c) compliance with model home and merchandising requirements;
  - (d) payment to Seller of the Marketing Program Fee at the close of escrow upon the resale of the Lot to a home buyer, and compliance with Seller's marketing program and marketing requirements;
  - (e) compliance with provisions as to grading, erosion control and maintenance of the Lot;
  - (f) compliance with construction and installation requirements, including pre-wiring specifications;
  - (g) compliance with requirements as to the use of Seller's project names;
  - (h) conveyance of easements when required;
  - (i) compliance with federal and state land sales acts, laws and regulations;
- and
- (j) compliance with restrictions on resale of the Lot, other than to home buyers.

2. **Release.** Upon the resale of the Lot subject to these Builder's CC&Rs to a home buyer, if Builder is not then in default under these Builder's CC&Rs with respect to the Lot, Seller shall execute and deliver to Builder, or to the closing escrow for such resale, a release in recordable form, releasing the Lot from the lien, agreements, requirements, and obligations of these Builder's CC&Rs. The Lot released from these Builder's CC&Rs shall remain subject to the Declaration. The terms of the Declaration shall control over the terms of these Builder's CC&Rs, and a release from these Builder's CC&Rs shall not constitute a release from or satisfaction of any of the terms of the Declaration, even with respect to similar provisions in the Declaration and these Builder's CC&Rs. In the event of a resale of the Lot by Builder to a home buyer where Seller has not released the Lot from these Builder's CC&Rs because of noncompliance with a term or terms thereof, Seller shall release the Lot from these Builder's CC&Rs in the manner above provided when such noncompliance has been cured and Seller has been provided with evidence of such cure.



3. **General and Miscellaneous Provisions.**

(a) **Time Is of the Essence.** Time is expressly made of the essence of each provision of these Builder's CC&Rs.

(b) **Notices.** Any notice required or permitted under these Builder's CC&Rs shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

To Seller: NNP-Creekstone, LLC  
2839 West Kennewick Avenue PMB #393  
Kennewick, Washington 99336  
Attention: Mary Ruby

To Builder: R and L Homes, LLC  
4406 Mt. Adams View Drive  
West Richland, WA 99353  
Attention: Richard Christensen

(c) **Attorney Fees.** In the event any controversy or claim arises under these Builder's CC&Rs, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses that it may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions, whether or not introduced into evidence in the trial, hearing or further proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken therefrom.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(e) **Governing Law.** These Builder's CC&Rs shall be construed in accordance with and governed by the laws of the State of Washington. The parties agree to venue in Benton County, State of Washington.

(f) **Severability.** If any portion of these Builder's CC&Rs shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(g) **Counterparts.** These Builder's CC&Rs may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

(h) **Number, Gender and Captions.** In construing these Builder CC&Rs, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply generally to one or more individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Builder's CC&Rs.

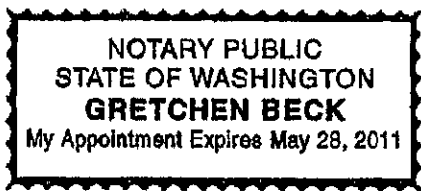
(i) **Binding Effect.** The covenants, conditions and terms of these Builder's CC&Rs shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.



STATE OF WASHINGTON )  
County of Benton ) ss.

I certify that I know or have satisfactory evidence Richard Christensen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as Member of R:L Homes, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 7, 2007



Jodie Beck  
Notary Public in and for the State of Washington  
Residing at: Kennewick  
My appointment expires: 5.28.2011



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**EXHIBIT A**

**[Legal Description of Lot in Creekstone Phase 16]**

Lots 14-17, Block 28, Creekstone Phase 16, according to the Plat thereof recorded in Volume 15 of Plats, Page 340, records of Benton County, Washington.

**Legal Description of Lot**

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