



2002-023907
Pg: 1 of 12
06/18/2002 03:49P
Benton County

AFTER RECORDING RETURN TO:
Thomas B. Eriksen
Jordan Schrader PC
PO Box 230669
Portland OR 97281
(32336/KMB)

This space provided for recorder's use.

BENTON-FRANKLIN TITLE CO

30th

BTMO	Grantor:	Seppala Homes, Inc.
	Grantee:	The Public
	Legal Description (abbreviated):	Lot 1 on short plat no. 1287
	Assessor's Tax Parcel ID#	1-1389-301-1287-001
	Reference Nos. of Documents Related or Assigned:	

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
WILLOW CREST SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this _____ day of June, 2002, by Seppala Homes, Inc., a Washington corporation ("Declarant").

1 PURPOSE

1.1 **Property:** Declarant is the Owner of certain real property located in the County of Benton, State of Washington legally described on Exhibit A attached hereto and incorporated herein by this reference. The entire property described on Exhibit A is referred to herein as the "Property".

1.2 **Development Plan/Occupancy of Residential Lots:** Declarant desires to create a general plan for the Property for the mutual benefit of all future Owners. The



plan, in general, will provide for the development of the Property in building Lots to be used for single family residences.

1.3 **Homeowners Association:** Declarant has deemed it desirable for the preservation of the values and amenities in Willow Crest to create a homeowners association, to which will be delegated and assigned the powers and authority to maintain and administer the Landscape Area, to administer and enforce the covenants, conditions and restrictions of the Declaration, and to collect and disburse the assessments and charges hereinafter created.

1.4 **Declaration:** NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions, which shall run with the land, touch and concern the land, be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, as if set forth in full in such transfers and conveyances, and inure to the benefit of the Association and each Owner.

2 DEFINITIONS

2.1 **Articles:** "Articles" shall mean the Articles of Incorporation for the non-profit corporation, Willow Crest of Kennewick Homeowners Association, or such similar name approved by and filed with the Washington Corporation Division.

2.2 **Association:** "Association" shall mean and refer to the Willow Crest Kennewick Homeowners Association, its successors and assigns.

2.3 **Board:** "Board" or "Board of Directors" shall mean the Board of Directors of Willow Crest Kennewick Homeowners Association.

2.4 **Bylaws:** "Bylaws" shall mean and refer to the Bylaws of the Willow Crest Kennewick Homeowners Association.

2.5 **Declarant:** "Declarant" shall mean and refer to Seppala Homes, Inc., a Washington corporation, its successors or assigns, or any successor or assign to all remainder of its interests in the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not mean or refer to any other subsequent purchaser of a Lot or Home.

2.6 **Declaration:** "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for Willow Crest.

2.7 **Home:** "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

2.8 **Landscape Area:** "Landscape Area" shall mean and refer to that ten (10) foot wide area located along the Property frontage of S. Olympia Street, Kennewick, Washington.

2.9 **Lot:** "Lot" shall mean and refer to any plot of land indicated on the

recorded subdivision plat of the Property or any part thereof creating individual Home sites. Lot does not include any areas deeded to a governmental authority or utility.

2.10 Members: "Members" shall mean and refer to the Owners of Lots in Willow Crest and who are members of the Willow Crest Kennewick Homeowners Association.

2.11 Occupant: "Occupant" shall mean and refer to any occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

2.12 Owner: "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, or a purchaser in possession under a land sale contract, but excluding those having such interest merely as a security for the performance of an obligation.

2.13 Property: "Property" shall mean and refer to all real property described on the attached Exhibit "A", any annexations of additional property, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

2.14 Rules and Regulations: "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association and as may be from time to time amended by the Board.

2.15 Turnover Meeting: "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Members.

2.16 Willow Crest: "Willow Crest" shall mean the real property described on the attached Exhibit "A", and any annexations of additional lands thereto.

3 USE RESTRICTIONS

3.1 Enjoyment of Property: The Owners shall use their respective properties for their own enjoyment in such a manner so as not to offend or detract from other Owners' enjoyment of their own respective properties. All Owners shall use their property solely and exclusively for private single family residences. No Lot shall be further subdivided without Declarant's prior written approval. After transfer of control from the Declarant to the Association, no Lot shall be further subdivided without prior approval conferred by the Association. The front and rear yard landscape areas and the maintenance, upkeep and repair of Lots shall be the sole responsibility of the individual Owners, and in no way shall it be the responsibility of the Association. Owners shall maintain their Lots and any and all appurtenances in good order, condition and repair, and in a clean, sightly and sanitary condition at all times. Without limitation of the foregoing, each Owner shall be obligated to maintain the landscaping on his or her Lot in a healthy and attractive state.

3.2 Detached Buildings: Any detached accessory buildings, including, but



not limited to, detached garages, storage buildings, greenhouses, children's playhouses, and similar structures, shall be compatible with the dwellings to which they are appurtenant in terms of design and material composition. No such buildings shall be used as additional living space and none shall contain any plumbing.

3.3 Temporary Dwelling: No structure of a temporary character, mobile home or trailer, tent, shack, garage, barn or other outbuildings shall be used as a residence.

3.4 Dwelling: No more than one single family residence shall be allowed on any Lot.

3.5 Derogation of Law: No Owner shall carry on any activity of any nature whatsoever on his or her property that is in derogation of and in violation of the laws and statutes of the State of Washington, Benton County, or other applicable government body.

3.6 Easement: Easements for the installation and maintenance of utilities, stormwater facility and pedestrian easements are reserved as shown on the recorded survey or plat.

3.7 Nuisance: No Lot shall be used or maintained as a dumping ground for discarded equipment, vehicles, rubbish, trash, garbage or similar material. Each Lot shall be kept clean of refuse and in a sanitary condition. Each Lot shall be kept free of all noxious weeds and grass is to be mowed or regularly hayed to prevent fire hazards. No noxious or offensive activity shall be carried on or upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

3.8 Landscape Requirements: Owner shall adequately landscape Lots to maintain a neat and consistent appearance with the remaining Lots.

3.9 Pets: No animals, livestock, or poultry of any kind, other than household pets, shall be kept or maintained on any part of any Lot. Dogs and cats may be kept on a Lot, provided that they are not kept, bred, or maintained for any commercial use or purpose.

3.10 Signs: No signs of any kind, except public notice by a political subdivision of the State or as required by law, shall be erected, posted, or displayed on any Lot; provided, however, that Declarant may erect and display signs during the period it is building and selling property and that any Owner wishing to sell his or her home may place one sign not larger than four hundred (400) square inches advertising the Lot for rent or sale.

3.11 Storage: No person shall store, repair or restore any motor vehicle, recreation vehicle, boat, trailer, aircraft, or other vehicle upon any Lots or streets except for such emergency repairs necessary to enable the movement thereof.

3.12 Satellite Dishes: Satellite dishes or other similar devices shall be no larger than 24" in diameter and shall be located in a manner that does not adversely impact the view of adjoining Lots, or adversely impact the character of the neighborhood, or which can be seen from the streets.



3.13 Firearms and Related Activity: No firearms or weapons of any kind or nature, including without limitation, rifles, handguns, cross bows, bows and arrows, BB type or pellet guns, or other like weapon, shall be used or discharged within the property except by authorized governmental officials. No hunting or trapping shall be permitted within the property.

3.14 Inoperable Automobiles: Inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the streets or the homes of other Lot Owners.

3.15 Trash and Trash Containers: All garbage or trash containers must be stored where they are not visible from outside the premises. No trash, garbage, ashes, yard debris or other materials resulting from landscaping activity, or other refuse, shall be thrown, dumped, or allowed to accumulate on any Lot, building site, street, alley or driveway. All such materials placed in open view for collection shall be removed within twenty four (24) hours of such placement.

3.16 Unoccupied Lots: Owners of unoccupied Lots shall maintain the same in an orderly fashion, including maintaining grass and trees in a condition equal to that which existed at the time of Lot purchase.

3.17 Automobile Storage Areas: Each residence shall have an enclosed garage providing sufficient storage space for at least one automobile. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another automobile garage. Garage doors shall be kept closed at all times practicable so as to maintain the sightliness of the of the subdivision as a whole.

4 WILLOW CREST OF KENNEWICK HOMEOWNERS ASSOCIATION

4.1 Formation. The Association shall be formed and established by Declarant within sixty (60) days of the date on which the Declaration is recorded in the records of Benton County, Washington.

4.2 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and Rules and Regulations and any amendments thereof.

4.3 Voting Rights. The Association shall have two (2) classes of voting members:

4.3.1 Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

4.3.2 The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned.

4.4 **Conversion of Voting Rights.** The Class B membership shall cease and be converted to Class A membership upon the earlier of:

4.4.1 When eighty percent (80%) of the Lots have been sold and conveyed to Owners other than Declarant ("Termination Date"); or

4.4.2 At such earlier time as Declarant may elect in writing to terminate Class B membership;

4.4.3 Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

4.5 **Voting Rights of Multiple Owners.** When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

4.6 **Procedure.** All meetings of the Association, the Board of Directors, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors.

5 DECLARANT CONTROL

5.1 **Interim Board and Officers:** The Declarant hereby reserves administrative control of the Association until Declarant turns over such control to the Association at the Turnover Meeting. The Declarant, in its sole discretion, shall have the right to appoint and remove members of an interim Board of Directors, which shall manage the affairs of the Association prior to the election of the regular Board at the Turnover Meeting and which shall be vested with all powers and rights of the Board of Directors. The interim Board shall consist of from one (1) to three (3) members. Notwithstanding the provision of this Section, at the Turnover Meeting at least one (1) Director shall be elected by Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all of the members of the Board.

5.2 **Turnover Meeting.** The Declarant shall call a meeting for the purpose of turning over administrative control of the Association from the Declarant to the Members within sixty (60) days of the earlier of:

5.2.1 The date that all Lots subject to this Declaration have been conveyed to persons other than the Declarant; or

5.2.2 At such earlier time as Declarant may elect in writing.

5.2.3 The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this Section, any Owner may do so.



5.3 **Board of Directors.** At and following the time Declarant turns over administrative control of the Association to the members, the Board of Directors of the Association shall be comprised of five (5) directors.

6 LANDSCAPE AREA

6.1 **Maintenance of Landscape Area.** The Association shall be responsible for maintenance, repair, replacement, improvement, and upkeep of the Landscape Area, including, but not by way of limitation, all drainage systems, landscaping, irrigation systems, common area lighting not maintained by a public agency, fencing, pathways and any other improvements that may be included in Landscape Area. The Association shall keep the Landscape Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Landscape Area in first class condition.

6.2 **Alterations to Landscape Area.** Only the Association shall construct, reconstruct, or alter any improvement situated upon the Landscape Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting of the Board. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration.

6.3 **Damage or Destruction of Landscape Area.** In the event any part of the Landscape Area is damaged or destroyed by an Owner or any of his other Occupants, guests, tenants, licensees, agents or members of his or her family in a manner that would subject such Owner to liability for such damage under Washington law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

6.4 **Funding.** Expenditures for alterations, maintenance, improvements or repairs to the Landscape Area shall be made from the annual and special assessments provided for in Article 7 of this Declaration.

7 FUNDS AND ASSESSMENTS

7.1 **Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the maintenance, repair, replacement, improvement and upkeep of the Landscape Area, and the maintenance and administrative costs, including insurance, of the Association.

7.2 **Covenants to Pay.** Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 7.

7.2.1 The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the purposes as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the

successor in interest of such Owner, and is not refundable.

7.3 Basis of Assessments and Commencement of Assessments.

Assessments are to be levied against all Lots, except those owned by the Declarant, whether or not such Lots have been improved. Provided, however, that no assessment shall be levied against any Lot until such time as it is first conveyed to a purchaser other than Declarant or Declarant's assignee. Assessments for all Lots conveyed by the Declarant to Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner.

7.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Unless otherwise specified by the Board, annual assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration.

7.4.1 Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on a cash basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Landscape Area and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Landscape Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Landscape Area. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the fiscal year.

7.4.2 The total amount in the budget shall be charged as annual assessments equally against all Lots, except those owned by Declarant.

7.5 Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

7.5.1 To correct a deficit in the operating budget, by vote of a majority of the Board.

7.5.2 To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

7.5.3 To make repairs or renovations to the Landscape Area if sufficient



funds are not available from the operating budget, by vote of a majority of the Board; or

7.5.4 To make capital acquisitions, additions or improvements to the Landscape Area, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

7.6 Default in Payment of Assessments, Enforcement of Liens.

7.6.1 All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgement may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

7.6.2 At any time any assessment of any type provided for by this Declaration or the Bylaws, or installment thereof, is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Benton County, Washington against the Lot in respect to which the delinquency pertains and foreclose such lien as provided by law. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid.

8 ADMINISTRATION AND ENFORCEMENT OF COVENANTS

8.1 **Agreed Compliance.** By acceptance of a deed to a Lot, execution of a contract therefor, or any other means of acquisition of an ownership interest in a Lot, whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby, on behalf of himself or herself and his or her heirs, successors and assigns, to observe and comply with all terms of the Declaration, the Articles of Incorporation and the Bylaws of the Association, and all rules and regulations duly promulgated by the Association, as they now exist and are hereafter amended.

8.2 **Rights of Enforcement.** The Association or any Owner shall have the right to enforce by 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 by an Owner to enforce any restrictions, conditions, covenant, liens or charges herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any suit or action be instituted to enforce any restriction, condition, covenant, lien, or charge, or to restrain the violation thereof, the prevailing party in such suit or action shall be entitled to recover from the other party reasonable attorney fees and costs.

8.3 **Disclaimer of Liability.** The Association, its Board of Directors, and the Declarant, and any of their officers, agents or employees, shall not be liable to any person for acts and omissions in administration and enforcement of the Declaration, unless such



actions constitute recklessness or intentional disregard of the law.

8.4 Remedies. Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of the covenants herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

8.5 Liens Consensual. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants, agrees and consents to subject his or her Lot or Lots to the lien authority of the Association set forth herein.

9 DURATION AND AMENDMENT

9.1 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Any rescission which affects the Landscape Area shall require the prior written consent of Benton County.

9.2 Amendment. Except as otherwise provided in Section 9.1, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than sixty-five percent (65%) of the total votes for all Lots subject to this Declaration, of each class of members that are eligible to vote. However, during the period of time prior to the Turnover Meeting, Declarant has right to amend the Declaration, Bylaws and Articles of Incorporation without notice to or approval by any Class A members. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Washington Non-Profit Corporation Act. Provided further, so long as the Declarant owns any Lot, no amendment affecting any right of the Declarant herein contained may be effected without the express written consent of the Declarant or its successors and assigns.

10 MISCELLANEOUS

10.1 Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such Owner or occupant, and shall run with the Lot and shall touch and concern the Lot and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or any aggrieved Owner.

10.2 Enforcement. Should any Lot Owner violate or attempt to violate any of the provisions of this Declaration, the Declarant, the Association, or any Lot Owner



within the Property, at its or their option, shall have the full power and authority, but not the requirement, to prosecute any proceedings at law or in equity against the Owner violating or attempting to violate any of the provisions of this Declaration, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.3 Venue. Any court action to assert any rights under this Declaration shall be brought in Benton County Superior Court.

10.4 Choice of Law. The laws of the State of Washington shall govern the terms and interpretation of this Declaration.

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

10.6 Interpretation. The captions herein are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. Any reference to the neuter, feminine or masculine gender each also includes the other when the context so requires. The single number includes the plural whenever the context so requires.

10.7 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record as the time of such mailing.



2002-024248
Pg: 1 of 4
06/28/2002 04:14P
Benton County

AFTER RECORDING RETURN TO:
Thomas B. Eriksen
Jordan Schrader PC
PO Box 230669
Portland OR 97281
(32336/KMB)

BENTON FRANKLIN TITL COV

22.00

BENTON-FRANKLIN TITLE CO

This space provided for recorder's use.

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22nd

Grantor: Seppala Homes, Inc.
Grantee: Jamal and Catherine Chappell
Legal Description (abbreviated): Lot 3, Block 1, Willow Crest
Assessor's Tax Parcel ID# 1-1389-301-1287-001 10P
Reference Nos. of Documents Related or Assigned: _____

**AGREEMENT RELATING TO
COVENANTS, CONDITIONS AND RESTRICTIONS**

BETWEEN: Seppala Homes, Inc., ("Seppala")
a Washington corporation

AND: Jamal & Catherine Chappell ("Buyers")

DATED: June 1st, 2002

RECITALS

A. Buyers are purchasing from Seppala that certain real property legally described as Lot 3, Block 1, Willow Crest, according to the plat thereof recorded in Volume 15 of Plats, page 151, records of Benton County, Washington (the "Property"). The Property is located in the Willow Crest Subdivision, legally described as Lot 1, as delineated on short plat no. 1287, recorded under Benton County Auditor's File No. 868131, being a portion of Tract B, The Highlands



Plat D, according to the plat thereof recorded in Volume 2 of Plats, page 40, records of Benton County, Washington (the "Subdivision").

B. Seppala is in the process of preparing and recording a Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") covering all the property located in the Subdivision, including the Property, and desires to obtain from Buyers their agreement that they and the Property shall be subject to and bound by the CC&Rs from and after the time the CC&Rs are recorded in the records of Benton County, Washington.

NOW THEREFORE, the parties mutually agree as follows:

1. In consideration of the payment of \$10.00 by Seppala to Buyers, Buyers agree, for themselves and for each of their heirs, successors and assigns, that the Property and each Buyer shall be subject to and comply with the provisions of the CC&Rs and that the Buyers shall execute such documents as may be necessary to effectuate this agreement following recordation of the CC&Rs.

SEPPALA

Seppala Homes, Inc., a Washington corporation

By: [Signature]
Its: _____

BUYERS

[Signature]
Jamal Chappell

[Signature]
Catherine Chappell

STATE OF WASHINGTON)
County of Benton) ss.

I certify that I know or have satisfactory evidence that Tommy A. Howell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Seppala Homes, Inc., a corporation formed under the laws of the State of Washington to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in this instrument.

DATED this 18th day of June, 2002.

JENNIFER L. DEATON
State of Washington
NOTARY PUBLIC
Commission Expires
APRIL 9, 2006

Jennifer L. Deaton
Notary Public for the State of WA
Washington, residing at Kenn
My Commission expires: 4.9.2006

STATE OF WASHINGTON)
County of Benton) ss.

I certify that I know or have satisfactory evidence that Jamal Chappell is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18th day of June, 2002.

JENNIFER L. DEATON
State of Washington
NOTARY PUBLIC
Commission Expires
APRIL 9, 2006

Jennifer L. Deaton
Notary Public for the State of WA
Washington, residing at Kenn
My Commission expires: 4.9.2006

STATE OF WASHINGTON)
County of Benton) ss.

I certify that I know or have satisfactory evidence that Catherine Chappell is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18 day of June, 2002.

JENNIFER L. DEATON
State of Washington
NOTARY PUBLIC
Commission Expires APRIL 9, 2006
Jennifer L. Deaton
Notary Public for the State of WA
Washington, residing at Kinn
My Commission expires: 7.7.2006