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BENTON-FRANKLIN TITLE CO.

**COVENANTS, EASEMENTS, CONDITIONS
AND RESTRICTIONS**

FOR

THE PLAT OF WILLOW RIDGE

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COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

FOR

THE PLAT OF WILLOW RIDGE

THIS DECLARATION is made on the date hereinafter set forth by the undersigned owners of the real property commonly known as the Plat of Willow Ridge, records of Benton County, Washington.

WITNESSETH:

WHEREAS, the Plat of Willow Ridge, contains 84 separately platted residential lots and a Tract "A"; and,

WHEREAS, said lots will be developed and sold subject to certain protective covenants, easements, conditions, restrictions, reservations, rights of access, liens, and charges as hereinafter set forth;

NOW, THEREFORE, the undersigned hereby declare that all the properties described below shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1.1 Association. The term "Association" shall mean Willow Ridge Homeowners' Association.

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

Section 1.3 Developer. The term "Developer" shall mean and refer to Loren K. Sharp and Teresa A. Sharp.

ARTICLE II

Real Property

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the City of Kennewick, County of Benton, State of Washington, and legally described as the Plat of Willow Ridge, as recorded in Volume _____ of Plats, Page _____, Records of Benton County, Washington.

ARTICLE III

Formation of Homeowners' Association

Section 3.1 Membership. All persons owning or acquiring a residential building lot in Willow Ridge shall automatically become members in Willow Ridge Homeowners' Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot within said real property. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3.2 Purpose. The Association's purpose shall include management of common properties, administration and collection of assessments and architectural control as herein set forth.

Section 3.3 Management. The Association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the Bylaws attached hereto as Exhibit "A". The Developers and one (1) additional designee shall constitute the initial Board of Directors.

Section 3.4 Incorporation. The Association may be incorporated upon a majority vote of its members.

ARTICLE IV

Common Properties - Irrigation System

Section 4.1 Common Properties. Each member shall have a right of enjoyment in the common properties of Willow Ridge more specifically described as follows:

- (a) Tract "A" of the Plat of Willow Ridge;
- (b) Any additional property the Association may later lawfully acquire in furtherance of the purposes set forth herein.

Such right of use and enjoyment shall be appurtenant to and shall pass with title to, or contract purchaser's interest in, any lot or designated parcel of property within said plat of record, subject to such restrictions regarding use as are duly adopted by the Association.

Section 4.2 Irrigation System. The irrigation pump and distribution system of Willow Ridge shall remain under ownership of the developer until 90% of all lots within the Plat of Willow Ridge are sold or sooner, at the developer's discretion. Thereafter the irrigation system will be transferred without cost either to the Association or to a validly formed irrigation district. If transferred to the Association it will be an additional common property subject to assessment for maintenance, repair and operation.

Until such time as the Developer transfers ownership of the irrigation system, each owner shall pay directly to the developer an assessment of \$50.00 per lot per year for maintenance and operation of the system. The assessment may be increased by the Association after the Developer has sold at least seventy-five percent (75%) of the lots in Willow Ridge. The first annual assessment shall be due and payable on or before March 1, 1993. The Developer irrigation assessment shall constitute a lien against each lot enforceable in the manner provided in Article V below.

ARTICLE V

Assessments

Section 5.1 Creation of Lien and Personal Obligation for Assessments. Each owner or contract purchaser of any lot or lots within said Plat of Willow Ridge, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the property against which each such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of any lot or subdivision of said Plat of Willow Ridge which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment of contract, shall be personally liable only for the amount of the installments prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 5.2 Purpose of Assessment. The assessments shall be used exclusively for the benefit of common properties including, without limitation, the construction, establishment, improvements, repair and maintenance of the common property, and service and facilities related to the use and enjoyment of the common property and any appropriate or necessary exterior lighting, means of access, plantings, designated recreation areas and similar matter of record to be developed and maintained for the common use of the owners of Plat of Willow Ridge.

Section 5.3 Amount of Monthly Assessments. The amount of the monthly assessments shall be determined initially by the owners at a special meeting called for this purpose on or after January 15, 1993. There shall be no assessments until the developer has sold at least fifty percent (50%) of the residential lots. Said monthly assessments may be increased by the Board of Directors with the consent of two-thirds (2/3) of the members. The monthly assessment, once determined by the Board of Directors may be increased by the Association without the consent of said two-third (2/3) membership in the Association in an amount not to exceed twenty percent (20%) per year.

Section 5.4 Special Assessment for Capital Improvement. In addition to the assessments authorized in Article V, Section 3 hereinabove, the Association through its Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas or property used for the common benefit of said real property, including fixtures and

personal property relating thereto, provided that any such assessments shall have the assent of eighty percent (80%) of the membership.

Section 5.5 Effect of Non-Payment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it becomes due and payable, the assessment shall bear interest from the date on which it is due at the rate of twelve percent (12%) per annum and the Developer, or, upon transfer of his interest to the Association, the Association may bring an action at law against the person personally obligated to pay the same and/or foreclose or lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suit: No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common property or abandonment of his lot.

Section 5.6 Exempt Property. The following properties shall be exempt from the assessment:

- (a) All properties dedicated to and accepted by local public authority; and
- (b) All common property.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

Use Restrictions

Section 6.1 Enjoyment of Property. The owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the other owners' enjoyment of their own respective properties.

Section 6.2 In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 6.3 Pets. Owners shall observe and obey the laws applicable to the resident of the City of Kennewick pertaining to the care, control and husbandry of animals and pets.

Section 6.4 Temporary Structures. No structure of a temporary character, such as a trailer, motor home, camper, tent or shack or other outbuilding shall be used on any lot at any time as a residence.

Section 6.5 Nuisances. No noxious or offensive activity shall be carried on upon any properties hereinabove described, nor shall anything be done which shall become a nuisance as such is defined by the laws of the State of Washington or the ordinances of the City of Kennewick, Washington.

Section 6.6 Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domesticated household pets may be kept according to the provisions of Article VI, Section 3.

Section 6.7 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish or trash, and all trash, garbage or waste shall be kept only in sanitary containers.

Section 6.8 Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 6.9 Oil and Mining Operations. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot.

Section 6.10 Water Supply. No individual water supply system shall be permitted on any lot.

Section 6.11 Building Locations. Unless otherwise approved by the Director of the City of Kennewick Planning Commission the following minimum development standard must be met:

- (a) Street frontage - 20 feet.
- (b) Rear yard - 20 feet.
- (c) Side yard - 5 feet and 10 feet, with 10 feet being on the side of the garage or off-street parking area.
- (d) Two off-street parking spaces per unit.

Section 6.12 Certain Business Uses Prohibited. No public garage, manufacturing, mercantile business or repair occupation shall be conducted as a significant part of the activity on any of these lots.

Section 6.13 Storage or Accumulation of Certain Materials Prohibited. No machinery or scrap equipment, implements, scrap automobiles or conspicuous parts of such equipment may be stored or accumulated on the property.

Section 6.14 Poplar Trees. Poplar trees shall not be planted on any lot in Willow Ridge or its common properties.

Section 6.15 Basements. Basements are allowed.

ARTICLE VII

Easements

Section 7.1 Common Areas. The entire common areas, as defined herein shall be subject to an easement for access and enjoyment for all members of the Association.

Section 7.2 Utilities. All property, both private and the common areas, shall be subject to easement for public utilities of all types.

Section 7.3 Easements for Irrigation and Water System. Each lot in of Willow Ridge will be subject to easements for irrigation water lines as indicated on the Plat of Willow Ridge. Upon full development of the subdivision, rotation of irrigation deliveries may be required. The Association shall be vested with full power to establish the rotations on calendar of days and hours when water will be available to the respective lots. All lots in the subdivision shall be subject to this schedule. The Association or its committee may change the schedule from time to time as circumstances require. The purpose of the irrigation regulations adopted by the Association shall be to distribute irrigation water to all lots in an equitable fashion.

Section 7.4 Pedestrian Easements. Pedestrian easements shall be granted for public access to Tract "A" as indicated on the Plat of Willow Ridge.

ARTICLE VIII

Architectural Control

No manufactured home shall be erected, placed or altered on any lot or portion of said plat of Willow Ridge until the building, plants, specifications, plot plan, landscaping and fencing plan (if any) showing the nature, kind, shape, height, materials and location of such manufactured home shall have been approved in writing as to conformity and harmony of exterior design with existing structures in the subdivision or as planned for the future, and as to location of the building with respect to topography and finished grade elevation, by the Developers. After fifty-one percent (51%) of the residential lots in Willow Ridge are sold by Developer, the Association, acting through its Board of Directors, shall assume responsibility for architectural control.

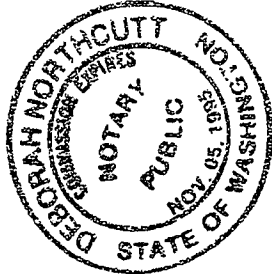
All plans, specifications and plot plans which must be submitted for approval hereinunder shall be submitted to said Committee at

2603 Willowbrook Avenue, Richland, WA 99352, or such other address as may be hereinafter given in writing to the owners, contract purchasers or developers by the Association or the Developer.

The following rules shall also apply to all manufactured homes erected, installed or placed in said Plat of Willow Ridge:

- (a) All manufactured homes must undergo "title elimination" and become one with the lot real estate.
- (b) The manufactured home unit must have a pitched roof and composition shingles.
- (c) The manufactured home unit must have residential-type siding composed of grooved plywood or lapped siding.
- (d) Installation of the manufactured home unit must meet or exceed the installation requirements set forth in Chapter 15.60 of the Kennewick Municipal Code.
- (e) Any addition or accessory structure must conform with Chapter 15 and Chapter 18 of the Kennewick Municipal Code.
- (f) The wheels and tongue of the manufactured home must be removed before final installation.
- (g) All manufactured home units shall be double wide or larger.
- (h) All manufactured home units must comply with the Homeowner' Association appearance regulations set forth in Article XI herein.
- (i) All manufactured home units must be approved as "super good sense energy" homes or equivalent by an applicable city or county agency.
- (j) All manufactured home units must be pit set with ribbon foundations and tie downs as required by the Kennewick Municipal Code.
- (k) Skirting on any manufactured home unit must not be metal, but concrete in appearance, such as wonder board, block, brick masonite or other material as approved by the Developer or the Association.
- (l) All lots must be landscaped within ninety (90) days after installation of the manufactured home on the lot.

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



Deborah Northcutt
Notary Public in and for the State
of Washington, residing at Franklin
My Commission Expires: 11-05-1995.

BYLAWS

FOR

THE PLAT OF WILLOW RIDGE

ARTICLE I

Board of Directors/Officers

Section 1.1 Administration of the Association shall be by a Board of three (3) directors elected from among the Willow Ridge homeowners. This board shall elect a president, vice-president, and secretary/treasurer from among its members.

Section 1.2 Special meetings of the Board of Directors may be called by any director on three days notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

Section 1.3 A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 1.4 Directors are elected annually at the Owners Meeting described at Bylaws Article II.

Section 1.5 No director/officer shall receive compensation for serving as a director/officer.

Section 1.6 The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. In the absence or inability of the president, the vice-president shall perform the functions of president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the association and its board. All correspondence pertaining to the Association shall be signed by the president.

Section 1.7 The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the owners; association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors.

Section 1.2 Directors may be removed or replaced at any time by a majority vote of the members.

ARTICLE II

Owners' Meetings

Section 2.1 There shall be an annual meeting of the owners in the first quarter of each year beginning in 1993 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

Section 2.2 At such annual meeting the Directors shall submit to the membership its budget for the coming year.

Section 2.3 All members may vote in person or by written proxy.

Section 2.4 A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by Petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to any meeting.

ARTICLE III

Amendments

These Bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (60%) of the owners.

DATED at Richland, Washington, this _____ day of March, 1992.

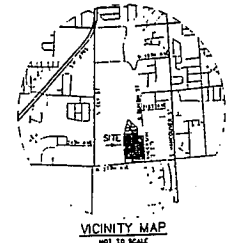
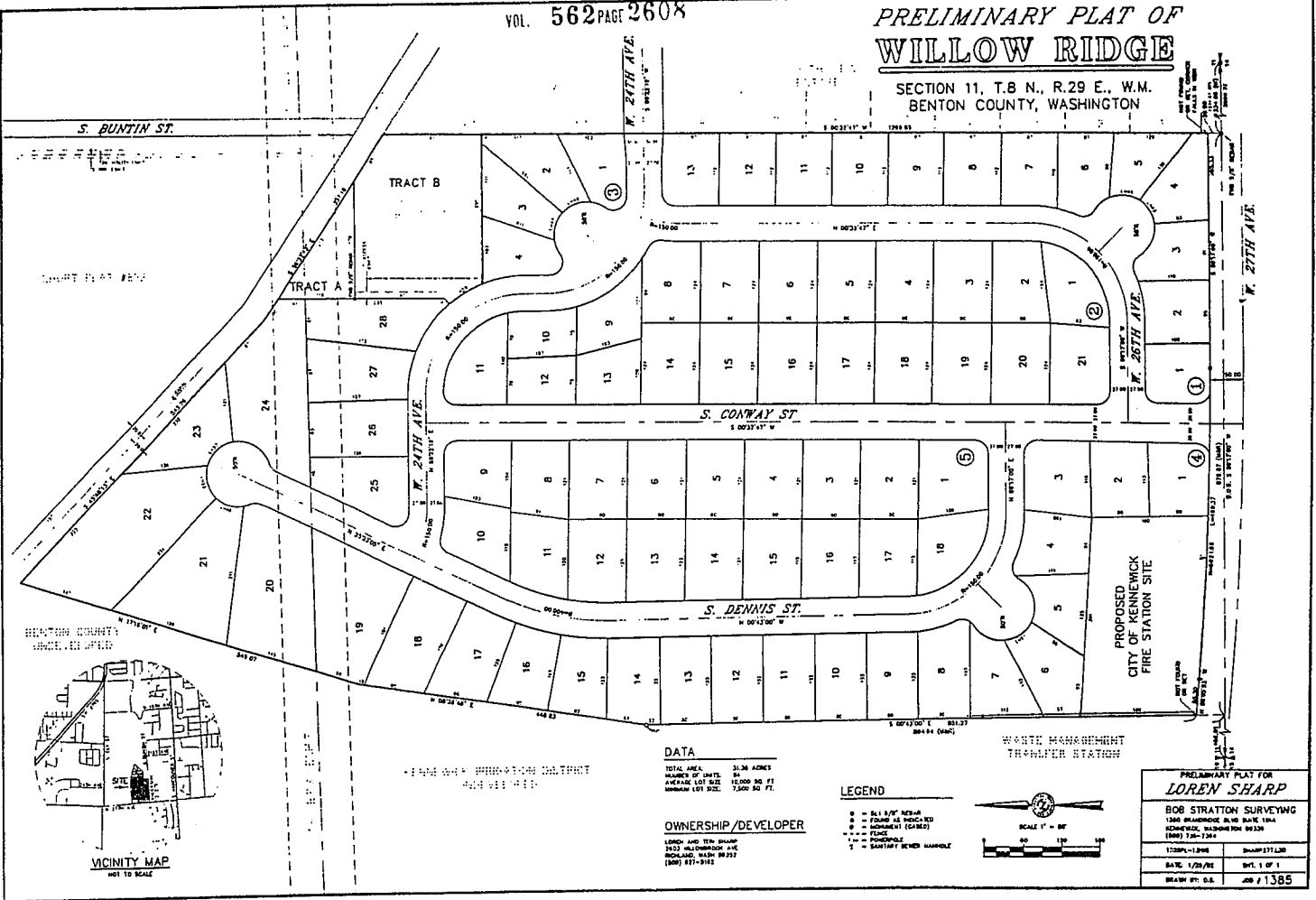
WILLOW RIDGE HOMEOWNERS' ASSOCIATION

By: _____
PRESIDENT

By: _____
SECRETARY

**PRELIMINARY PLAT OF
WILLOW RIDGE**

SECTION 11, T.8 N., R.29 E., W.M.
BENTON COUNTY, WASHINGTON



DATA

TOTAL AREA: 31.36 ACRES
 NUMBER OF LOTS: 28
 AVERAGE LOT SIZE: 10,000 SQ. FT.
 MINIMUM LOT SIZE: 7,500 SQ. FT.

OWNERSHIP/DEVELOPER

LOREN AND STEVE SHARP
 2513 HILLCREST AVE.
 TACOMA, WASH. 98407
 (206) 871-9142

LEGEND

- = 5/16" IRON NAIL
- = IRON NAIL
- = IRON PIPE (4" DIA.)
- = IRON PIPE (6" DIA.)
- = IRON PIPE (8" DIA.)
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- = IRON PIPE (100" DIA.)



WASTE MANAGEMENT
TRAILER STATION

PRELIMINARY PLAT FOR LOREN SHARP	
BOB STRATTON SURVEYING 1360 BRANDEGE BLVD. SUITE 104 KENNEWICK, WASHINGTON 98032 (800) 736-7344	
17200PL-1206	SHARP277L20
DATE: 1/29/98	SHEET: 1 OF 1
DRAWN BY: D.S.	JOB # 1385