

8.01
AFTER RECORDING, RETURN TO:

THE QUADRANT CORPORATION
P. O. BOX 130
BELLEVUE, WA 98009
ATTN: SHARON DORAN

VOL 483 PAGE 841
FILED BY 86-19654
DEC 18 8 56 AM '86
483

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
WILLOWBROOK DIVISION I

THIS INDENTURE AND DECLARATION running with the land, made
this 12th day of December 1986 by THE QUADRANT
CORPORATION, a Washington corporation ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real
property known as Plat of Willowbrook described as follows:

Willowbrook No. 1, according to the plat thereof
recorded in Volume 14 of plats, Page 13, records of
Benton County, Washington.

WHEREAS, Declarant desires to impose certain protective
covenants upon the Real Property for the mutual benefit of all
owners, present and future:

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE I

1.1 Declaration. The lots shall be held, sold and conveyed
subject to the easements, covenants, conditions and restrictions
set forth herein, all of which are for the purpose of enhancing and
protecting the value, desirability and attractiveness of the lots.
Such easements, covenants, conditions and restrictions shall run
with the land and shall be binding on all parties having or
acquiring any right, title or interest in any lot and shall inure
to the benefit of each owner thereof; and are imposed upon each lot
as a servitude in favor of each and every other lot as the dominant
tenement or tenements.

1.2 Term. This Declaration shall be effective for an initial
term, expiring January 1, 2017, and thereafter by automatic
extension for successive periods of ten (10) years each, unless
terminated, at the expiration of the initial term or any succeeding
ten-year term by a Termination Agreement executed by the then
owners of not less than seventy-five percent (75%) of the lots then
subject to this Declaration.

1.3 Architectural Control Committee. The Architectural Control
Committee ("ACC") shall consist of three (3) members who shall be
appointed initially by Declarant and remain in office unless
earlier replaced by Declarant until such time as ninety percent
(90%) of the lots subject to this Declaration and any Supplemental
Declarations have been built upon and conveyed from the home
builder to a buyer, but in no event longer than January 1, 2002.
From and after such time the ACC shall be composed of three (3) or
more representatives elected by a majority of the owners of the
lots. The Declarant may, at its sole discretion, pass
responsibility for control of the ACC to the lot owners prior to
year 2002.

Revised 12/11/86

ARTICLE II

2.1 Site Preparation. Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation from any lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.

2.2 Construction Approval. No building or other structure shall be commenced, erected or altered upon any lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to and its effect upon, surrounding structures and topography. ACC approval shall not unreasonably be withheld. If the ACC fails to approve or disapprove such design and location within ten (10) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Committee at the following address: Willowbrook Architectural Control Committee, c/o The Quadrant Corporation, P. O. Box 130, Bellevue, WA 98009, or at such other address as may hereafter be given in writing to the lot owners by the Declarant or the ACC.

2.3 Disputes. Any dispute which may arise as a result of a disapproval by the ACC shall be submitted to arbitration under the then current rules of the American Arbitration Association.

2.4 Construction Time. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control of the lot owner, in which case a longer period may be permitted if approved by the ACC.

2.5 Size of Improvement. Single family dwelling units, including covered parking, shall occupy not less than 1,000 square feet of ground coverage, and have a living area of not less than 1,200 square feet.

2.6 Fences. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall.

ARTICLE III

3.1 Business & Commercial Use. Except for temporary sales offices and model homes, no lot shall be used for other than one detached single family dwelling with parking for not more than three (3) cars, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot or within any building located on a lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any lot.

3.2 Maintenance of Structures & Landscape. All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof.

Revised 12/11/86

3.3 Vehicles. No transportation vehicles including, but not limited to, boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the lot and/or street for a minimum of four hours during each 48-hour period.

3.4 Pets. No animals or fowls shall be raised, kept or permitted on any lot excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

3.5 Garbage & Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lots so as to be a detriment to the neighborhood or become a fire hazard.

3.6 Noxious Or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

3.7 Water & Sewage Systems. Private wells and water supply systems and private sewerage (septic) systems are prohibited.

3.8 Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence.

3.9 Drilling, Mining, Etc. Exploration for and recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

3.10 Signs. All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertising the lot (whereon posted) for sale or rent by the owner thereof or such owner's authorized agent.

ARTICLE IV

4.1 Amendment. This Declaration can be amended by Declarant or an affirmative vote of the owners of not less than seventy-five percent (75%) of the lots.

4.2 Enforcement. Declarant, the ACC or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ACC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the ACC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

4.3 Severability. Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

Revised 12/11/86

11.00 

VOL 499 PAGE 1172
FILED BY 88- 772
JAN 13 2 26 PM '88
BOBBIE GARNER, AUDITOR
DEPUTY
RECORDED IN VOL 499

File for Record at Request of
THE QUADRANT CORPORATION
P.O. Box 130
Bellevue, WA 98009
ATTN: JIM FITZGERALD

AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
FOR WILLOWBROOK DIVISION I

THIS INDENTURE AND DECLARATION running with the land, made
this 15th day of May, 1987 by THE QUADRANT CORPORATION, a
Washington corporation ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant and Willowbrook Associates, a Washington
general partnership, are the owners in fee of certain real
property known as Plat of Willowbrook described as follows:

Willowbrook No. 1, according to the plat thereof
recorded in Volume 14 of plats, Page 13, records of
Benton County, Washington.

WHEREAS, Declarant and Willowbrook Associates desire to
impose certain protective covenants upon the foregoing real
property for the mutual benefit of all owners, present and
future:

NOW THEREFORE, Declarant and Willowbrook Associates hereby
declare as follows:

ARTICLE I

1.1 Declaration. The lots in Willowbrook No. 1 shall be held,
sold and conveyed subject to the easements, covenants,
conditions and restrictions set forth herein, all of which are
for the purpose of enhancing and protecting the value,
desirability and attractiveness of the lots. Such easements,
covenants, conditions and restrictions shall run with the land
and shall be binding on all parties having or acquiring any
right, title or interest in any lot and shall inure to the
benefit of each owner thereof; and are imposed upon each lot as
a servitude in favor of each and every other lot as the
dominant tenement or tenements.

SAFECO TITLE INSURANCE CO.

1.2 Term. The Declaration shall be effective for an initial term, expiring January 1, 2017, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten-year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the lots then subject to this Declaration.

1.3 Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three (3) members who shall be appointed initially by Declarant and remain in office, unless earlier replaced by Declarant, until such time as ninety percent (90%) of the lots subject to this Declaration and any supplemental Declarations have been built upon and conveyed from the home builder to a buyer, but in no event longer than January 1, 2002. From and after such time the ACC shall be composed of three (3) or more representatives elected by a majority of the owners of the lots. Declarant may, at its sole discretion, pass responsibility for control of the ACC to the lot owners prior to year 2002.

ARTICLE II

2.1 Site Preparation. Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation from any lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.

2.2 Construction Approval. No building or other structure shall be commenced, erected or altered upon any lot, nor shall any exterior addition or alteration, including change of color, be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to and effect upon surrounding structures and topography. ACC approval shall not unreasonably be withheld. If the ACC fails to approve or disapprove such design and location within ten (10) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. However, unless specifically allowed by the ACC in writing, roofing material must be cedar shingle, shake, ceramic tile or heavy composition (345 pounds or better). In addition, unless specifically allowed by the ACC in writing, no grooved plywood siding (including T-111 or similar siding) shall be allowed. All plans, specifications and plot plans are to be submitted to the ACC at the following

address: Willowbrook Architectural Control Committee, c/o The Quadrant Corporation, P.O. Box 130, Bellevue, Washington 98009, or at such other address as may hereafter be given in writing to the lot owners by the ACC.

2.3 Disputes. Any dispute which may arise as a result of a disapproval by the ACC shall be submitted to arbitration under the then current rules of the American Arbitration Association.

2.4 Construction Time. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control of the lot owner, in which case a longer period may be permitted if approved by the ACC.

2.5 Type and Minimum Size of Improvement. One (1) detached single family dwelling unit shall be permitted on each lot. Single family dwelling units shall have a living area of not less than 1,500 square feet and a private garage for not less than two (2) cars and not more than three (3) cars. The ground floor area of a residence shall not be less than 1,000 square feet, excluding porches and garage.

2.6 Fences. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, except that this shall not prevent the erection of a necessary retaining wall, approved by the ACC, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fences shall be constructed of suitable fencing material and shall not detract from the appearance of the residence on which such fence is located or from the appearance of the residences located on abutting lots. No fence, wall or hedge shall exceed six (6) feet in height from finished grade.

ARTICLE III

3.1 Business & Commercial Use. Except for temporary sales offices and model homes, no lot shall be used for other than one detached single family dwelling, and no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any lot or within any building located on a lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any lot; but this shall not prohibit the right of

any homebuilder to construct a conforming single family dwelling on any lot or to store construction materials and equipment to be used in construction of such a single family dwelling on the lot on which it is being constructed.

3.2 Maintenance of Structures & Landscape. All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof.

3.3 Vehicles. No transportation vehicles including, but not limited to, boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the lot and/or street for a minimum of four hours during each 48-hour period.

3.4 Pets. No animals or fowls shall be raised, kept or permitted on any lot excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

3.5 Garbage & Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lots so as to be a detriment to the neighborhood or become a fire hazard.

3.6 Noxious Or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

3.7 Water & Sewage Systems. Private wells and water supply systems and private sewerage (septic) systems are prohibited.

3.8 Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence.

3.9 Drilling, Mining, Etc. Exploration for and recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

3.10 Signs. All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertising the lot (whereon posted) for sale or rent by the owner thereof or such owner's authorized agent. This shall not prohibit the placement of distinctive professional signs at the street entrances to the subdivision or the placement of professional signs, approved by the ACC in writing, advertising lots within the subdivision generally.

3.11 Antennas and Service Facilities. No exterior antenna, clothes line or other service facility shall be placed on any lot or any structure on any lot so as to be visible from the street(s) abutting such lot.

ARTICLE IV

4.1 Amendment. This Declaration can be amended by Declarant or an affirmative vote of the owners of not less than seventy-five percent (75%) of the lots.

4.2 Enforcement. Declarant, the ACC or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ACC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the ACC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

4.3 Severability. Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

4.4 Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified

88-14540

FILED BY

VOL 510 PAGE 1685

DEC 5 8 40 AM '88

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
WILLOWBROOK DIVISION I

BOBBI DAC RE ALDICE

DEPUTY

RECORDED IN VOL

510

S-95354-K

WHEREAS, Declarant is the owner in fee of certain real property known as the Plat of Willowbrook, being fully described as follows:

Willowbrook No. 1, according to the plat thereof recorded in Volume 14 of Plats, page 13, records of Benton County, Washington.

WHEREAS, Declarant desired to and did impose certain protective covenants upon said real property for the mutual benefit of all owners, present and future; and

WHEREAS, Declarant imposed said protective covenants by document entitled "Declaration of Protective Covenants, Conditions, and Restrictions for Willowbrook Division 1" dated December 16, 1986 and recorded December 18, 1986 under Benton County Auditor's File No. 86-19654 in Volume 483 at pages 841-844 of the Official Records of Benton County; and

WHEREAS, said Declaration was subsequently amended by document entitled "Amended Declaration of Protective Covenants, Conditions, and Restrictions for Willowbrook Division 1" dated May 15 and 28, 1987 and recorded January 13, 1988 under Benton County Auditor's File No. 88-772 in Volume 499 at pages 1172-1178 of the Official Records of Benton County; and

WHEREAS, Declarant desires to amend the description of the real property which shall be subject to certain protective covenants upon the real property to delete Tracts A, B, C, D and F from the burdens and restrictions of said covenants in order to permit the development of said tracts for multiple-family housing; and

WHEREAS, Declarant desires to delete said property because the zoning and development plans for said Tracts A, B, C, D and F specifically contemplate development of the property for multi-family structures rather than limiting it to single-family development; and

WHEREAS, Declarant desires to amend, for the property remaining subject to the declaration of protective covenants, Article II, Paragraph 2.5 to increase the minimum lot coverage and living area of single-family dwelling units located in Willowbrook, NOW, THEREFORE, Declarant hereby declares as follows:

Tracts A, B, C, D and F of Willowbrook No. 1, according to the plat thereof recorded in Volume 14 of Plats, page 13, records of Benton County, Washington, are hereby deleted and released from, so they are no longer subject to, those certain protective covenants

FILED IN THE OFFICE OF THE CLERK OF BENTON COUNTY

upon Willowbrook No. 1 as established in the "Declaration of Protective Covenants, Conditions, and Restrictions for Willowbrook No. 1" dated December 16, 1986 and recorded December 18, 1986 under Benton County Auditor's File No. 86-19654 in Volume 483 at pages 841-844 of the Official Records of Benton County, and subsequently amended by document entitled "Amended Declaration of Protective Covenants, Conditions, and Restrictions for Willowbrook Division 1" dated May 15 and 28, 1987 and recorded January 13, 1988 under Benton County Auditor's File No. 88-772 in Volume 499 at pages 1172-1178 of the Official Records of Benton County. As to Tracts A, B, C, D and F of Willowbrook No. 1 as so described, this document supersedes, replaces, and terminates the effect of said previously-recorded covenants, conditions, and restrictions.

Article II, Paragraph 2.5 is amended to read as follows:

Size of Improvement. Single-family dwelling units, excluding covered parking, shall occupy not less than 1,200 square feet of ground coverage, and shall have a living area of not less than 2,000 square feet.

IN WITNESS WHEREOF, Declarant has hereunto set its hand this 30 day of NOVEMBER, 1988.

THE QUADRANT CORPORATION

By Steve Dennis
STEVE DENNIS
Its EXECUTIVE VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that STEVE DENNIS personally appeared before me, signed this instrument, on oath stated that he was authorized to do so, and acknowledged it as the EXEC. VICE PRESIDENT of THE QUADRANT CORPORATION

to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED this 30 day of NOVEMBER, 1988.

Shaun Doran
NOTARY PUBLIC in and for the
State of Washington, residing
at Everett
My commission expires: 11-11-90

Willowbrook Associates, owners of Lots 32-46 of Block 2 and Lots
^{except Lots 4, 13, 15 and 16,}
1 through 30, Block 3 in Willowbrook No. 1 as described herein joins
in this Amendment.

WILLOWBROOK ASSOCIATES

By Roger Sharp
Roger Sharp
Its General Partner

STATE OF WASHINGTON)
COUNTY OF KING Clark) ss.

I CERTIFY that I know or have satisfactory evidence that ROGER SHARP 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 General Partner of WILLOWBROOK ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: November 30, 1988

Barbara Shepard
Signature
Notary Public
Title
My Appointment Expires: 11-11-90

95-139

1364

95 8337

FILED BY

APR 17 9 10 AM '95

FILED CLERK
BENTON COUNTY AUDITOR

VOL. 627 PAGE 42

OFFICIAL RECORDS

RETURN TO:

DOUG MORGAN
2614 Willowbrook Ave.
Richland, WA 99352

AMENDED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
WILLOWBROOK DIVISION I

WHEREAS, the undersigned Declarants are the owners in fee of more than Seventy-five percent (75%) of the lots of certain real property known as the Plat of Willowbrook, being fully described as follows:

Willowbrook Division I, Blocks 1-6 and Tracts E, G and J according to the plat thereof recorded in Volume 14, page 13, records of Benton County, Washington, ("Property").

WHEREAS, Declarant's predecessors in interest desired to and did impose certain protective covenants upon said real property for the mutual benefit of all owners, present and future; and

WHEREAS, Declarant's predecessors in interest imposed said covenants by document entitled "Declaration of Protective Covenants, Conditions and Restrictions for Willowbrook Division I", dated December 16, 1986, and recorded December 18, 1986, under Benton County Auditor's File No. 86-19654 in Volume 483 at pages 841-844 of the Official Records of Benton County ("Covenants"); and

WHEREAS, said Declaration was subsequently amended by document entitled "Amended Declaration of Protective Covenants, Conditions and Restrictions for Willowbrook Division I", dated May 15 and 28, 1987, recorded January 13, 1988, under Benton County Auditor's File No. 88-772 in Volume 499 at pages 1172-1178 of the Official Records of Benton County; and

WHEREAS, said Declaration was subsequently amended by document entitled "Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Willowbrook Division I", executed November 30, 1988, and recorded December 5, 1988, under Benton County Auditor's File No. 88-14540 in Volume 510 at pages 1685-1687 of the Official Records of Benton County; and

CIRCAO TITLE INSURANCE CO.

OFFICIAL RECORDS

WHEREAS, Declarants desire to amend these protective covenants, conditions and restrictions for the purpose of establishing an association for real property owners,

NOW, THEREFORE, Declarants hereby declare that the Covenants as amended are further amended as follows:

ARTICLE I.

1.1 Declaration. The lots in Willowbrook No. 1 shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any lot and shall inure to the benefit of each owner thereof; and are imposed upon each lot as a servitude in favor of each and every other lot as the dominant tenement or tenements.

1.2 Term. The Declaration shall be effective for an initial term, expiring January 1, 2017 and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten-year term by a Termination Agreement executed by the then owners of not less than Seventy-five percent (75%) of the lots then subject to this Declaration.

1.3 Division of Real Property. The Property shall be divided as follows:

- a. Division A - Blocks 1-6, Willowbrook Division 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington;
- b. Division B - Tracts E, G and J, Willowbrook Division 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington;

1.4 Willowbrook Community Association. The Willowbrook Community Association ("Association") shall be established among real property owners of Division A for the following purposes:

- a. To acquire, maintain and preserve for the benefit of Division A owners, real property and adjoining easements constituting fencing, frontal and entrance areas, landscaping, lighting and other amenities common to real property owners of Division A.
- b. To monitor compliance with, and enforce as necessary, real property covenants, conditions and

OFFICIAL RECORDS
 restrictions affecting use and enjoyment of
 ownership.

- c. To cooperate and work with, for the benefit of the real property owners, public and private organizations and homeowners associations to promote and enhance the use of facilities, services and amenities.

1.5 Architectural Control Committee. The Architectural Control Committee ("ACC") shall consist of three or more owners of property within Willowbrook Division I as elected by a simple majority of all lot owners within Willowbrook Division I. Lot shall mean any separate lot shown on any final plat of the Property.

1.6 Definitions.

- a. "Association" shall mean and refer to WILLOWBROOK COMMUNITY ASSOCIATION, its successors and assigns.
- b. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- c. "Common Area" shall mean all real property owned or controlled by the Association for the common use and enjoyment of the members of the Association.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.
- e. "Member" shall mean and refer to every person or entity who holds membership in the Association.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II.

2.1 Site Preparation. Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation from any lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.

2.2 Construction Approval. No building or other structure shall be commenced, erected or altered upon any lot, nor shall any exterior addition or alteration, including change of color, be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to and effect upon surrounding structures and topography. ACC approval shall not unreasonably be withheld. If the ACC fails to approve or disapprove such design and location within ten (10) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. However, unless specifically allowed by the ACC in writing, roofing material must be cedar shingle, shake, ceramic tile or heavy composition (345 pounds or better). In addition, unless specifically allowed by the ACC in writing, no grooved plywood siding (including T-111 or similar siding) shall be allowed. All plans, specifications and plot plans are to be submitted to the ACC at the following address: Willowbrook _____

_____ or at such other address as may hereafter be given in writing to the lot owners by the ACC.

2.3 Disputes. Any dispute which may arise as a result of a disapproval by the ACC shall be submitted to arbitration under the then current rules of the American Arbitration Association.

2.4 Construction Time. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control of the lot owner, in which case a longer period may be permitted if approved by the ACC.

2.5 Size of Improvement. Single-family dwelling units, excluding covered parking, shall occupy not less than 1,200 square feet of ground coverage, and shall have a living area of not less than 2,000 square feet.

2.6 Fences. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, except that this shall not prevent the erection of a necessary retaining wall, approved by the ACC, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. Fences shall be constructed of suitable fencing material and shall not detract from the appearance of the residence on which such fence is located or from the appearance of the residences located on abutting lots. No fence, wall or hedge shall exceed six (6) feet in height from finished grade.

ARTICLE III

OFFICIAL RECORDS

3.1 Business & Commercial Use. Except for temporary sales offices and model homes, no lot shall be used for other than one detached single family dwelling, and no trade, craft, business, profession, commercial or manufacturing enterprise of business or commercial activity of any kind shall be conducted or carried on upon any lot or within any building located on a lot; nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any lot; but this shall not prohibit the right of any homebuilder to construct a conforming single family dwelling on any lot or to store construction materials and equipment to be used in construction of such a single family dwelling on the lot on which it is being constructed.

3.2 Maintenance of Structures and Landscape. All structures upon a lot shall at all times be maintained in good condition and repair and be properly painted. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. Slope banks upon any lot shall be properly watered and maintained by the owner thereof.

3.3 Vehicles. No transportation vehicles including, but not limited to, boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the lot and/or street for a minimum of four hours during each 48 hour period.

3.4 Pets. No animals or fowls shall be raised, kept or permitted on any lot excepting only domestic dogs or cats and excepting caged pet birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

3.5 Garbage & Trash. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lots so as to be a detriment to the neighborhood or become a fire hazard.

3.6 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

3.7 Water & Sewage Systems. Private wells and water supply systems and private sewage (septic) systems are prohibited.

3.8 Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn of any other outbuilding shall be used on any lot at any time as a residence.

3.9 Drilling, Mining, Etc. Exploration for and recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

3.10 Signs. All signs and advertising devices for display to public view are prohibited except one sign, not to exceed 18 inches by 24 inches, advertising the lot (whereon posted) for sale or rent by the owner thereof or such owner's authorized agent. This shall not prohibit the placement of distinctive professional signs at the street entrances to the subdivision or the placement of professional signs, approved by the ACC in writing, advertising lots within the subdivision generally.

3.11 Antennas and Service Facilities. No exterior antenna, clothes line or other service facility shall be placed on any lot or any structure on any lot so as to be visible from the street(s) abutting such lot.

ARTICLE IV.

4.1 Amendment. This Declaration can be amended by an affirmative vote of the owners of not less than Seventy-five percent (75%) of the lots.

4.2 Enforcement. Declarant, the ACC or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ACC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the ACC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

4.3 Severability. Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

4.4 Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the Benton County Tax Records.

ARTICLE V.

5.1 Membership. Each person or entity who is the contract purchaser or record owner of real property within Division A which is subject to the Covenants as amended is a member of the Willowbrook Community Association. For Division A, membership shall be allocated by lot ownership. Property owned by one or more entities or persons shall be appropriated as one membership corresponding to each lot of real property. All members shall have rights and duties as specified in the Covenants as amended and in the Articles and Bylaws of the Association.

5.2 Voting Rights. Every member has a single voting right within the Willowbrook Community Association either in person or by proxy for each lot.

5.3 Annual Business Meeting. The membership as convened for the Annual Business Meeting is the principal authority of the Willowbrook Community Association and establishes general consensus, direction and plans for the Association to be carried out by its members. Scheduling, notification and conduct of the Annual Business Meeting shall be in accordance with the Articles and By-Laws of the Association.

5.4 Board of Directors and Officers. The membership of the Willowbrook Community Association shall elect and approve a Board of Directors from the constituency during the Annual Business Meeting. The Board of Directors shall appoint officers and committees, to represent and perform the duties and functions for the Willowbrook Community Association. The Board of Directors may employ professional services, including property management and lawn care, in executing its duties and functions for the Association. The Board of Directors shall be suitably insured and bonded as a prerequisite to executing its duties. The actions of the Board of Directors, officers and committees shall be subject to the Articles and By-Laws of the Association.

5.5 Rules and Regulations. To promote uniform, consistent and quality proceedings, the Board of Directors shall promulgate rules and regulations. Such rules and regulations shall be subject to review and sanction by the membership of the Association during the Annual Business Meeting for the common interest and benefit of

all real property owners. The rules and regulations should follow standard practices and guidelines for homeowners associations concerning the conduct and actions of the membership and the Board of Directors, communications, meetings and records.

ARTICLE VI.

6.1 Assessments. Each member of the Willowbrook Community Association is subject to an annual assessment. Assessments shall be on a per lot basis as recorded for Blocks 1-6 in the Plat of Willowbrook in Volume 14, page 13, records of Benton County, Washington. The amount of the assessment shall be determined by the members during the Annual Business Meeting.

6.2 Collection. The assessments shall be collected and applied by the Board of Directors, or agents assigned for that purpose, to bear the costs exclusively for the objectives of the Association as set forth in Article I of this Declaration.

6.3 Obligation. Each owner of real property or contract purchaser is deemed to covenant and agree to pay the annual assessment. The annual assessment, together with interest and cost of collection including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the real property against which each assessment is made. No sale or transfer shall relieve said lot from liability for any assessments thereafter becoming due or from the lien. If the assessment is not paid within thirty days of the due date, the assessment shall bear interest monthly from the due date at 12% annual rate.

ARTICLE VII

7.1 Enforcement. The Willowbrook Community Association shall have the right, along with that provided in Article IV, to enforce by any proceeding at law or in equity, all covenants, conditions and restrictions, liens and charges imposed by the provisions of this Declaration.

7.2 Notice of Covenant Violation, Fines and Penalties. The Willowbrook Community Association shall have the right through the actions of the Board of Directors and officers to assess penalties and levy fines for violations to the covenants, conditions and restrictions established in this Declaration, provided: Determination of such violations, fines and penalties are established as a proceeding of the Board of Directors, or its agent, in accordance with its governing rules and regulations, and that the owner of real property is notified of the violation, by certified mail, not less than 30 days prior to enforcement actions, including fines and penalties, and collection of the costs described herein.

7.3 Collection. Fines and penalties may be applied as an obligation of the owner or contract purchaser whose real property is in violation of the covenants, conditions and restrictions established in this Declaration. Fines and penalties, together with interest, cost of collection including reasonable attorney fees, cost of correcting the violation and compensation for damages, shall be a charge on the land and shall be a continuing lien upon the real property in violation. The said lien shall have all the incidents of a mortgage on the real property. No sale or transfer shall relieve said lot from liability for any claims thereafter becoming due or from the lien. The Association is vested with the right and power by all methods for the enforcement of such liens. Reporting, notification, hearings, temporary exemptions, collection and corrective action, shall be established as a proceeding of the Board of Directors in accordance with its governing rules and regulations.

7.4 Remedies. The remedies provided herein for collection of any cost of claim against real property in violation of these covenants, are in addition to, and not in limitation of, any other remedies provided by law.

ARTICLE VIII.

This Amended Declaration of Protective Covenants, Conditions, and Restrictions for Willowbrook Division I supersedes and replaces the "Declaration of Protective Covenants, Conditions and Restrictions for the Willowbrook Division I", dated December 16, 1986, and recorded December 18, 1986, under Benton County Auditor's File No. 86-19654 in Volume 483 at pages 841-844;

The "Amended Declaration of Protective Covenants, Conditions and Restrictions for Willowbrook Division I", dated May 15 and 28, 1987, recorded January 13, 1988, under Benton County Auditor's File No. 88-772 in Volume 499 at pages 1172-1178; and

The "Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Willowbrook Division I", executed November 30, 1988, and recorded December 5, 1988, under Benton County Auditor's File No. 88-14540 in Volume 510 at pages 1685-1687.

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BORRIS GAGNER
BENTON COUNTY AUDITOR

Return To:

Doug Morgan

2614 Willowbrook Ave

Richland, WA 99352

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OFFICIAL RECORDS

CHICAGO TITLE INSURANCE CO.

Signature Pages to be added to:

Covenant documents for Willowbrook I

filed April 17 10 AM 95

Benton county

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