

BENTON-FRANKLIN TITLE CO.

3315 W. Clearwater
Kennewick, Wa 99336

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF
WILLOWBROOK HEIGHTS 16.00

1-0288-100-0001-003 10P
1-0288-100-0003-003 10P
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 Heights, being fully described as follows:

Phase 1
Willowbrook Heights, according to the plat thereof recorded in Volume 15,
page 120, records of Benton County, Washington. ("Property").

ARTICLE I

1.1 Declaration. The lots in Willowbrook Heights 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 insure 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 ten 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 10-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. Phase 1:

- 1) The Bluffs:
Block 3, Lots 4-6
Block 4, Lots 1-24 Willowbrook Heights, as recorded in
Volume 15 of Plats, page 120, records of Benton County,
Washington.
- 2) The Meadows:
Block 1, Lot 1
Block 2, Lots 1-3,
Block 3, Lots 1-3,
Block 4, Lot 25 Willowbrook Heights, as recorded in
Volume 15 of Plats, page 120, records of Benton County,
Washington.

- b. Phases 2,3,4, and 5 Willowbrook Heights, as recorded in Volume ___ of Plats, page ___, records of Benton County, Washington.

1.4 Willowbrook Heights Homeowners Association. The Willowbrook Heights Homeowners Association (WHHA) shall be established among real property owners of Willowbrook Heights for the following purposes:

- a. To acquire, maintain and preserve for the benefit of Willowbrook Heights owners, real property and adjoining easements constituting fencing, frontal and entrance areas, landscaping, lighting and other amenities common to real property owners of Willowbrook Heights.
- b. To monitor compliance with, and enforce as necessary, real property covenants, conditions and 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 Heights as elected by a simple majority of all lot owners within Willowbrook Heights. "Lot" shall mean any separate lot shown on any final plat of the Property.

1.6 Definitions.

- a. "Homeowners Association" shall mean and refer to WILLOWBROOK HEIGHTS HOMEOWNERS 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 Homeowners Association.
- c. "Common Area" shall mean all real property owned or controlled by the Homeowners Association for the common use and enjoyment of the members of the Homeowners 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 Homeowners 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 11.

2.1 Easements. All easements shown on the face of the plat shall be maintained by the owners of the lot. No structures, plantings, or other materials shall be placed upon said easements in a manner which may damage or interfere with the installation and maintenance of utilities or which may interfere with or change the direction of drainage



channels, within the easements. Fences may be erected along property lines as long as the owner of the lot is aware that access to the easement may require the removal of said fences.

2.2 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.

2.3 Submission of Plans. All plans must be presented by builder participants to the ACC for review. Each plan must be accompanied by a site plan. Ron Asmus Homes, Inc. keeps one copy of the plan. Plans shall be dropped off at:

Ron Asmus Homes, Inc.
802 S. Dawes St.
Kennewick, WA 99336

Or at such other address as may hereafter be given in writing to the lot owners by the ACC. A plan review meeting will be scheduled between the ACC and the builder with final decision no later than the following Friday. For the convenience of all concerned, builders are encouraged to submit multiple plans they intend to build at Willowbrook Heights to the ACC for approval at each meeting. The ACC approval process will place great emphasis on the curb appeal of the front of the house.

2.4 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.

a. Exterior Colors. Prior to construction all paint colors or exterior colors must be approved by the ACC. All secondary structures must be of the same color as the main structure. Houses that are painted without prior approval are subject to having to be repainted at the builder's or owner's expense.

b. Roofs.

- 1) **The Meadows:** Roofing shall be Pabco 25, 30, or 40 year. Color shall be Weathered Wood. Roof pitch minimum is 6/12.
- 2) **The Bluffs:** a) Option 1: Pabco 25, 30, or 40 year. Color shall be Weathered Wood. Roof pitch minimum is 6/12 for both options.
b) Option 2: Advantage 45 year. Color shall be Beachwood.

c. Exterior Finish.

- 1) **The Meadows:** There shall be a minimum of 100 square feet of stucco/dryvit material or brick on the front of each main structure located on any lot. Each main structure shall be of double wall construction throughout, with a minimum of Cottage Lap, 5 inch revealed siding. Absolutely no vertical siding. All soffits shall be enclosed. Driveway minimum shall be brushed concrete.



2) **The Bluffs:** There shall be a minimum of 200 square feet of stucco/drivit material or brick on the front of each main structure located on any lot. Each main structure shall be double wall construction throughout, with a minimum of Cottage Lap, 5 inch revealed siding. Absolutely no vertical siding. All soffits shall be enclosed. Driveway minimum shall be brushed concrete.

d. **Driveways, Walkways and Patios.** All exterior walks and patios shall be concrete unless approval for use of other material is granted by the ACC.

e. **Additions or Alterations.** Any additions or alterations to any existing home must be approved by the ACC.

f. **Landscaping.** All landscaping plans must be submitted to and approved by the ACC. Please see the ACC for landscaping requirements. All lots must have a minimum of 1,000 square feet of lawn or grass growing. The front yard abutting the main street serving as access to any lot must be fully landscaped within a maximum of 30 (30) days of any structure receiving a certificate of occupancy by the City of Richland. Until a final sale is transacted each builder is responsible to maintain the back and side yards by mowing, weeding, or planting.

g. **Height of Structures, Trees.** No buildings, shrubs, or other plantings shall exceed thirty (30) feet in height. There shall be no Poplar trees or Russian Olive trees.

2.5 **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.

2.6 **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.

2.7 **Size of Improvement.**

a. **The Meadows:** Single-family dwelling units shall, in the case of single-level homes, have a living area of not less than 1,800 square feet. Single-level homes with basements shall have not less than 1,800 square feet on the main level. In the case of multi-level homes: not less than 2,000 square feet, with a minimum of 1,100 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.

b. **The Bluffs:** Single-family dwelling units shall, in the case of single-level homes, have a living area of not less than 2,000 square feet. Single-level homes with basements shall have not less than 2,000 square feet on the main level. In the case of multi-level homes: not less than 2,200 square feet, with a minimum of 1,200 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.



2.8 Fences. All fencing plans must be submitted to and approved by the ACC. 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. Chain Link fences are not allowed except for dog runs, which must be screened from view behind other approved fencing. Steel posts must be used for all fencing construction.

ARTICLE 111.

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 Leases. Any lease or rental agreement between an Owner and a tenant shall provide: 1) That the terms of the tenancy shall be subject in all respects to the provisions of this Declaration. (2) that any failure by the tenant to comply with the terms of such document shall be a default under the lease. All leases or rental agreements shall be in writing.

3.3 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. Sloped banks upon any lot shall be properly watered and maintained by the owner thereof.

3.4 Dust Control. Any builder or individual who has acquired lots or is contractually obligated to buy lots is responsible for dust control on those lots and any subsequent fines resulting from lack of dust control on those lots.

3.5 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 two (2) weeks.

3.6 Pets. No animals or fowl 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 dog, 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. All pets must meet City of Richland ordinances. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.



3.7 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.

3.8 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.

3.9 Damage. Any and all damage to streets, Common Area Improvements, entry structures, fences, landscaping, mailboxes, lights, and lighting standards and any other improvements not owned by a Lot Owner which are caused by said Lot Owner or his family, contractors, agents, guests, invitees or service personnel shall be repaired by such Lot Owner within twelve (12) days from the occurrence of such damage.

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

3.11 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.

3.12 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.

3.13 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.

3.14 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. Exterior antenna and satellite dishes are strictly prohibited unless prior written approval is obtained from the ACC.

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. Said change(s) shall be recorded and become an addition to these covenants and conditions. A change to any individual item of these covenants shall in no wise affect the remaining items contained within this set of covenants.

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 Willowbrook Heights which is subject to the Covenants is a member of the Willowbrook Heights Homeowners Association. 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 and in the Articles and Bylaws of the Homeowners Association.

5.2 Voting Rights. Every member has a single voting right within the Willowbrook Heights Homeowners 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 Heights Homeowners 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 Homeowners Association.

5.4 Board of Directors and Officers. The membership of the Willowbrook Heights Homeowners 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 Heights Homeowners 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 Homeowners 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 Homeowners 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 Heights Homeowners Association is subject to an annual assessment. Assessments shall be on a per lot basis as recorded in the Plat of Willowbrook Heights in Volume ___ page ___, 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 Homeowners Association as set forth in Article 1 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 (30) 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 Heights Homeowners Association shall have the right, along with that provided in Article 1V, 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 Heights Homeowners 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 cost 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 WHHA 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.

Ronald E. Asmus
Ronald E. Asmus

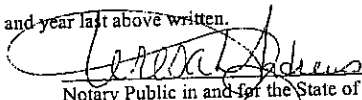
Tracey L. Asmus
Tracey L. Asmus
By Ronald E. Asmus
her ATT. in fact



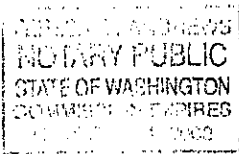
STATE OF WASHINGTON)
COUNTY OF BENTON }

On this 8th day of SEPTEMBER before me personally appeared RONALD E. ASMUS, to me known to be the individual described in and who executed the foregoing instrument for himself and as Attorney in Fact for TRACEY L. ASMUS and acknowledged that he signed and sealed the same as his free and voluntary act and deed for himself and also as the free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.
(Seal)



Notary Public in and for the State of Washington
Residing at Heppner, Or
My appointment expires: 10-31-02





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32.00 Benton County

Ron Asmus
810 S. Dawes
Kennewick WA 99336

BENTON-FRANKLIN TITLE CO.

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FIRST AMENDMENT
TO

32.00

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF WILLOWBROOK HEIGHTS**

THIS FIRST AMENDMENT is made and entered into by RONALD E. ASMUS and TRACEY L. ASMUS, husband and wife, (hereinafter referred to as the "Declarants Asmus") GRAYSTONE CONSTRUCTION, INC., CORNERSTONE BUILDING GROUP, LLC. and ROBERT A. JOHANSON, INC. (hereinafter collectively "Declarants").

WHEREAS, the Declarants Asmus have heretofore executed the Declaration of Protective Covenants, Conditions and Restrictions of WILLOWBROOK HEIGHTS (hereinafter referred to as the "Covenants"), signed September 8, 2000, which are applicable to certain real property situated in the City of Richland, County of Benton, State of Washington, known and platted as Willowbrook Heights according to the Plat thereof recorded in Volume 5 of Plats, page 120, records of Benton County, Washington, (said real property being hereinafter referred to as "Willowbrook Heights Phase 1"); and

WHEREAS, The Covenants were recorded on September 9, 2000, under Benton County Auditor's Recording No. 2000-023404; and

WHEREAS, the Declarants are now the owners of more than seventy-five percent (75%) of the platted lots in Willowbrook Heights Phase 1;

Declarants Asmus are the owners in fee of the following property which together with Willowbrook Heights Phase 1 is referred to herein as the "Project" or "Willowbrook Heights":

See attached legal descriptions of Phases 2, 3, 4 and 5; Attachment "A" (6 pages).

NOW, THEREFORE, the Covenants are hereby amended and superseded in their entirety as follows:

Declarants hereby declare that the Project, and all lots and property therein, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following conditions and restrictions, all of which are and shall be interpreted to be for the purpose of enhancing and protecting the value and attractiveness of the Project and all Lots therein. All of the limitations, covenants, conditions and restrictions shall



constitute covenants which shall run with the land and shall be binding upon Declarants, their successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE I DEFINITIONS

Section 1. "Assessment" shall mean that portion of taxes and the cost of insuring, maintaining, improving, repairing, operating and managing the Common Area and operating the Association which is to be paid by each Lot Owner as determined by the Association and as provided herein.

Section 2. "Association" shall mean The Willowbrook Heights Homeowners Association, a Washington association. RCW 64.38

Section 3. "Common Area(s)" shall mean Tract A and Tract B in Phase 1, any Park(s), the 10' x 10' sign easement on the southwest corner of Lot 24, Phase 1, a strip of land bounded by the west side of the fence along Leslie on the west and the edge of the improved street on the east and all other Common Areas as designated on the Plat, including all structures, facilities, improvements and landscaping thereon and all rights, and appurtenances relating thereto. Title to the Common Areas shall be conveyed to the Association by the Declarants for the benefit of all of the Lot Owners upon the completion of all of the improvements designed therefor. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area, the right of the Association to suspend Common Area use rights as provided in the Bylaws and the right of the Association to dedicate or transfer Common Area to any public agency, authority or utility company as provided in the Articles. Any Owner may delegate, in accordance with the Project Documents, his right of enjoyment to the Common Area and facilities thereon to members of his family, tenants and contract purchasers who reside on his lot.

Section 4. "Builder" shall mean and refer to any registered general contractor who purchases a Lot for purposes of building a home for sale.

Section 5. "Lot" shall mean and refer to one of the separately designated plots as shown on any recorded Plat of the Project, together with any improvements thereon, with the exception of the Common Area.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided herein. (See Section 5 Article II.)

Section 7. "Owner" shall mean and refer to the record holder of title to a Lot in the Project. This shall include any person having fee simple title to any Lot in the Project, but shall exclude persons or entities having interest merely as security for the performance of any obligation. Further, if a Lot or other property is sold under a recorded contract of sale or subdivision trust to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" as long as he or a successor in interest remains the contract purchaser or purchasing beneficiary under the recorded contract or subdivision trust.

Section 8. "Plat" shall mean that certain plat of Willowbrook Heights, Phase 1, as recorded in Volume 5 of Plats, page 120 of the official records of the County Auditor of Benton County, Washington, together with any other recorded plats of all or any portion of the Project, as the same are recorded from time to time.

Section 9. "Project" shall mean that certain real property shown on the Plat of Willowbrook Heights Phase 1 together with the property described on Attachment "A".

Section 10. "Project Documents" shall mean and include this Declaration, as it may be amended from time



to time, the exhibits, if any, attached hereto, the Plat, the Articles and Bylaws and any "Rules and Regulations" adopted from time to time by the Association as provided herein or in the Bylaws.

**ARTICLE II
ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION**

Section 1: Purpose and Duties of the Association. The Willowbrook Heights Homeowners Association (WHHA) shall be established among real property owners of Willowbrook Heights for the following purposes:

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

The management and maintenance of the Common Area shall be vested in the Association in accordance with this Declaration. The Owners covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration and any Articles, Bylaws Rules and Regulations adopted by the Association as provided herein, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project.

Section 2: Annual Business Meeting. The membership as convened for the Annual Business Meeting is the principal authority of the 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 RCW 64.38 the Articles and Bylaws of the Association.

Section 3: Board of Directors and Officers. The membership of the 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, of the 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 Bylaws of the Association.

Section 4: 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 members. 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.

Section 5: Membership. The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with Articles and the Bylaws adopted by the Association. No Owner shall have more than one voting membership.

Section 6: Transfer of Membership. Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then automatically to the new Owner as provided in Section 5 above. Any attempt to make a prohibited transfer is void. Upon the transfer of an ownership interest in a Lot, the Association shall record the transfer upon its books, causing an automatic transfer of membership as provided in Section 5 above.

Section 7: Membership Classes. The Association shall have two (2) classes of voting membership established according to the following provisions:

- A. Class A Membership shall be that held by each Owner of a Lot other than Declarants Asmus (while two classes of membership exist), and each Class A Member shall be entitled to one (1) vote for each lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be no more than one (1) vote for each Lot.
- B. Class B Membership shall be that held by Declarants Asmus (or their successor) which shall be entitled to three (3) votes for each lot owned by Declarants Asmus, provided that Class B Membership shall be converted to Class A Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:
- (i) The total outstanding votes held by Class A Members equals the total outstanding votes (tripled as above) held by the Class B Members. For purposes of this calculation only the Project shall consist of a total of 162 Lots. The number of Lots in unplatted property shall be 162 less the number of Lots in recorded Plats; or
 - (ii) September 1, 2007.

Declarants Asmus may voluntarily convert Class B Membership at any time by notice to the Association.

Section 8: Association Voting Requirements. Any action by the Association which must have the approval of the Association memberships before being undertaken shall require the vote of fifty-one percent (51%) of the membership present and voting at a duly called and held meeting of the membership at which a quorum as prescribed herein or in the Bylaws has been constituted or the written assent of fifty-one percent (51%) of the membership unless another percentage is specifically prescribed by a provision with the Declaration, the Bylaws or the Articles.

Section 9: Vesting of Voting Rights. Voting rights attributable to all Lots owned by Declarants shall vest immediately by virtue of Declarants' ownership thereof. Except for Declarants, no Owner of any Lot shall have any voting rights attributable to that Lot until an Assessment has been levied against that Lot and Owner and collected by the Association pursuant to Article III below.

Section 10: Meetings of the Association. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place in accordance with the provisions of the Bylaws and any governing law including RCW 64.38.

ARTICLE III ASSESSMENTS AND CHARGES

Section 1: Assessment Obligations. Each Owner of any Lot, by acceptance of a Deed or recorded Contract of Sale thereof, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association (a) regular annual Assessments, (b) Special Assessments for capital improvements and unexpected



expenses and (c) other charges made or levied by the Association against the Owner or Lot pursuant to the Declaration or the Bylaws, such Assessments and charges to be established and collected as provided herein and in the Bylaws. Any part of any Assessment (or other amount due from the Owner to the Association, including interest) not paid within when due as established in this Article III shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid and shall be subject to a reasonable late charge not exceeding twenty five percent (25%) of the delinquent amount as determined by the Board. The annual and special Assessments and any other charge made against an Owner or a Lot pursuant to this Declaration (whether or not a lawsuit or other legal action is instituted or commencing) as provided herein, shall be a charge and a continuing lien upon the Lot (hereinafter "Assessment lien"). Each such Assessment and charge, together with interest, late charges, costs and reasonable attorneys' fees as provided above, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or other charge fell due as provided in the Article II or elsewhere in this Declaration, but this personal liability shall not pass to successors in title of the Owners unless specifically assumed by them. The Assessment lien on each Lot shall be prior and superior to all other liens except (a) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto and (b) the lien or charge of any First Mortgage on that Lot. No Owner of a Lot may exempt himself from liability for Assessments by waiving the use or enjoyment of any of the Common Area or by the abandonment of his Lot.

Section 2: Purpose of Assessments. The Assessments by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the Project, for the improvement and maintenance of the Common Area as provided herein and for the common good of the Project. Annual Assessments shall include an adequate reserve fund for taxes, insurance, maintenance, repairs and replacement of the Common Area and other improvements which the Association is responsible for maintaining.

Section 3: Annual Assessments. Annual assessments shall begin January 1, 2001 and be due on the first of January. The Assessment amount per Lot shall be \$200.00 for 2001, \$206 per Lot for 2002 and \$212 per Lot for 2003. Beginning in 2004, the Board shall annually determine and fix the amount of the annual (Calendar year) Assessment against each Lot, including those owned by Declarants (and Builders) at an amount not exceeding the maximum annual Assessment for the year in question as described below, and shall notify the Owner of each lot in writing as to the amount of such annual Assessment not less than forty-five (45) days prior to the date that such Assessment is to commence. The annual Assessment against each Lot as fixed by the Board shall not exceed the maximum annual Assessment amount then in effect and shall not be decreased by more than twenty percent (20%) of the annual Assessment against the Lot for the prior calendar year without the affirmative vote of Declarants. Except as to the maximum annual Assessment amount for the first year as set forth below, the maximum annual Assessment shall be automatically increased each year by a percentage equal to the percentage increase, if any, in the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - All Items (published by the Department of Labor, Washington, D.C.) for the year ending with the preceding July (or a similar index chosen by the Board if the above-described Index is no longer published) without the vote or approval of the Members of the Association however, the maximum annual Assessment amount may be increased by an amount in excess of the amount produced by the foregoing formula only if such increase is approved by the affirmative vote of Declarants (while Class B Membership exists) and of two-thirds(2/3) of the voting power of Class A Members voting in person or by proxy at a meeting duly called for this purpose. All annual Assessments shall be payable in one annual installment to the association at Willowbrook Heights Homeowners Association, PO Box 64, Richland, Washington, 99352-0064 or such other address as designed by the Board. The maximum annual assessment for 2004 shall be \$218 per Lot.

Notwithstanding anything to the contrary stated in this Article, Declarants and Builders shall be obligated to pay only twenty-five percent (25%) of the annual Assessment amount fixed for Lots pursuant to this Section, and shall pay said percentage of the annual Assessment amount in the same manner established for payment of the annual Assessment amount by other Lot Owners, except that Declarants and Builders owning Lots shall pay and be liable for the full Assessment amount of any Lot owned by Declarants or Builder, if any, after said Lot and the Unit on



the Lot are first rented or leased to or occupied by another person. In the event said reduced Assessment amount for Lots owned by Declarants and Builders is insufficient to cover the reasonable share of those Lots' contribution toward insurance costs and depreciated reserves for the Project, as determined by generally accepted cost accounting methods, Declarants and other Builders, if any, shall also pay such amount monthly or quarterly, as applicable, in addition to said reduced Assessment amount for the Lots, as is necessary to cover those Lots' contribution toward the insurance cost and depreciation reserves.

Until Class B Membership is terminated pursuant to Section 7B of Article II above, Declarants shall be responsible for the prompt payment on a current basis for all costs and expenses related to maintenance and repair of the Common Area and other areas required to be maintained by the Association hereunder in the event and to the extent that the funds available to the Association are inadequate for payment of such costs and expenses on a current basis. Declarants' failure to perform the requirements contained in this section shall constitute a default under this Declaration entitling any Lot Owner First Mortgagee to record a notice of lien against Declarants' property interest in the Project to enforce the provisions of this section. If Declarants fund a short fall under this provision they shall be reimbursed from assessment receipts available prior to Class B Membership Termination.

Section 4: Special Assessments. In addition to the regular annual Assessments authorized above, the Board 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 Area or other improvements the Association is responsible for maintaining, including fixtures and personal property related thereto, or to defray an unanticipated or underestimated expense normally covered by a regular Assessment and, where necessary, for taxes assessed against the Common Area, provided however that no such special Assessment shall be made without the affirmative vote of Declarants Asmus (while Class B Membership exists) and of two-thirds (2/3) of the voting power of Class A Members voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Procedures for Voting on Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Owners not less than seven (7) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies therefor entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seven (7) days following the preceding meeting. While Class B Membership exists, the quorum requirements described above shall apply to both classes and a quorum shall not exist for a meeting unless a quorum of each class is present.

Section 6: Allocation of Assessment. The Owners of each Lot shall bear an equal share of each regular and special Assessment except as specified in Section 3 of this article.

Section 7: Commencement of Assessments. The regular annual Assessment provided for herein shall commence as to each Plat in the Project on the first day of the month following the close of escrow on the sale of the first Lot in the Plat by Declarants Asmus to a Builder or another person. Due dates of Assessments shall be January 1 or as established by the Board and notice shall be given to each Lot Owner as least forty-five (45) days prior to any due date.

Section 8: Effect of Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect the Assessment lien or liability for Assessments due and payable. No sale or transfer of a Lot shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien therefor. In a voluntary conveyance of a Lot, the grantee of the same shall be personally liable for Assessments or any other charges due to the Association in connection with that Lot which accrued prior to the conveyance. Any such grantee shall be entitled to a statement



from the Association setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Assessments made by the Association against the grantee in excess of the amount set forth in the statement, provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

Section 9: Remedies for Nonpayment. When any Homeowner Assessment or other amount due from an Owner to the Association on behalf of any Lot is not paid within thirty (30) days after the due date, the lien therefor may be enforced by foreclosure of the lien and/or sale of the Lot by the Association, its attorney or other person authorized by this Declaration or by law to make the sale or as provided herein. The lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, the Lot may be sold pursuant to the statutory or customary procedures for sales of trust property under deeds of trust (with the Association acting as trustee) or the lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien. Any such enforcement, foreclosure or sale action may be taken without regard to the value of such Lot, the solvency of the Owner thereof or the relative size of the Owner's default. Upon the sale of a Lot pursuant to this section, the purchaser thereof shall be entitled to a deed to the Lot and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession, subject to applicable laws. The proceeds of any such sale shall be applied as provided by applicable law but, in the absence of any such law, shall be applied first to discharge costs thereof, including but not limited to court costs, other litigation costs, costs and attorney's fees incurred by the Association, all other expenses of the proceedings, interest, late charges, unpaid Assessments and other amounts due to the Association, and the balance thereof shall be paid to the Owner. It shall be a condition of any such sale, and any judgments or orders shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage or convey the same. In the event the Owner against whom the original Assessment was made is the purchaser or redemptioner, the lien shall continue in effect and said lien may be enforced by the Association, or by the Board of the Association, for the Lot's Assessments and other amounts that were due prior to the final conclusion of any such foreclosure, sale or equivalent proceedings. Further, notwithstanding any foreclosure of the lien or sale of the Lot, any Assessments and other amount due after application of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Board may use reasonable efforts to collect the same from said Owner even after he is no longer a Member of the Association.

Section 10: Suspension of Rights. In addition to all other remedies provided for in this Declaration or at law or in equity, the Board may temporarily suspend the Association voting rights and/or rights to use the Common Area of a Lot Owner who is in default in the payment of any Assessment or any other amount due to the Association, as provided in the Bylaws.

Section 11: Other Remedies. The rights, remedies and powers created and described in Sections 9 and 10 and elsewhere in this Declaration, the Articles or the Bylaws are cumulative and may be used or employed by the Association in any order or combination, except as specifically provided to the contrary herein. Without limiting the foregoing sentence, suit to recover a money judgment for unpaid Assessments, interest, rent, costs, attorney's fees and/or other amounts due hereunder, to obtain specific performance of obligations imposed hereunder and/or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the liens created for Assessments or other amounts due hereunder.

Section 12: Unallocated Taxes. In the event that any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provisions of this article, and, if necessary, a special Assessment may be levied equally against all of the Lots in an amount equal to said taxes, as provided in Section 4 of this article.



**ARTICLE IV
DUTIES AND POWERS OF THE ASSOCIATION**

Section 1: Duties and Powers of the Association. In addition to the duties and powers enumerated in the Bylaws and the Articles of the Association, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- A. Maintain, paint, repair, replace, restore, operate and keep in good condition all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon as well as the perimeter fences and entryway landscaping adjacent to Leslie Boulevard (Tracts A and B in Phase 1). The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an Owner or his guests, tenants or invitees. The repair or replacement of any portion of the Common Area or any Lot resulting from such excluded items shall be the responsibility of such Owner. The Association shall be entitled to commence an action at law or in equity to enforce this responsibility and duty and/or recover damages for the breach thereof. Liability hereunder shall be limited to that provided for or allowed in the statutory or case law of the State of Washington.
- B. Obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarants, or a Builder, the agents and employees of each and the Owners and their respective family members, guest and invitees against any liability incident to the ownership or use of the Common Area, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association or other insured. Such insurance shall be in amounts deemed appropriate by the Board. Additionally, the Association shall obtain and continue in effect a policy of multi-peril insurance, providing at a minimum fire and extended coverage, said coverage to be obtained on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements in the Common Area. Such policy shall contain extended coverage and replacement cost endorsements (providing for replacement of insured improvements from insurance loss proceeds) and may also contain vandalism and malicious mischief coverage, a stipulated amount clause and a determinable cash adjustment clause or a similar clause to permit cash settlement covering the full value of the improvements. All insurance premiums shall be included in the Assessments of the Association. If any of the improvements, furnishings or equipment on the Common Area are damaged by fire or other casualty, insurance proceeds to the Association shall be used to rebuild, repair or replace the same substantially in accord with the original plans and specification therefor unless the Association membership otherwise determines in a meeting called for the purpose of considering the same. Any excess insurance proceeds shall be deposited in the general fund of the Association. In the event insurance proceeds are inadequate thereof, then the Association may levy a special Assessment on Lot Owners therefor as provided in Article III. The Association's use of funds from its general account or levy of a special Assessment shall not constitute a waiver of the Association's or any Owner's right to institute any legal proceeding or suit against the person or persons responsible, purposely or negligently, for the damage.
- C. Enforce the provisions of this Declaration by appropriate means, including without limitation the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal actions.
- D. Grant and reserve easements where necessary for utilities and sewer facilities over the Common Area to



serve the Common Area and Lots.

- E. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.
- F. Adopt reasonable rules not inconsistent with the Declaration, the Articles or the Bylaws relating to the use of the Common Area and all facilities thereon and the conduct of Owners and their tenants and guests with respect to the Project and other Owners.
- G. Adopt a schedule of reasonable monetary penalties for violation by Owners of the provisions of this Declaration, the Articles, the Bylaws and Rules and Regulations of the Association and impose the same according to procedures in the Bylaws.

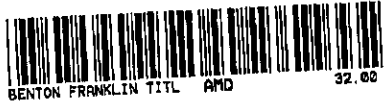
ARTICLE V USE RESTRICTIONS

Section 1: Use of Lots as a Single Family Subdivision. All Lots within the Project shall be known and described as residential Lots and shall be occupied and used for single family residential purposes only, and construction thereon shall be restricted to single-family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in the Project, except as set forth in Section 6 of this Article below. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is prohibited). No horizontal property regime or condominium shall be created within the Project. No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot..

Section 2: 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 Architectural Control Committee as provided for herein.

Section 3: Division of Real Property. The Property shall be divided as follows:

- a. **Phase 1:**
 - 1) **The Bluffs:**
Block 3, Lots 4-6
Block 4, Lots 1-24 Willowbrook Heights, as recorded in Volume 15 of Plats, page 120, records of Benton County, Washington.
 - 2) **The Meadows:**
Block 1, Lot 1
Block 2, Lots 1-3
Block 3, Lots 1-3
Block 4, Lot 25 Willowbrook Heights, as recorded in Volume 15 of Plats, page 120, records of Benton County, Washington.
- b. **Other Plats:** Lots will be divided on the face of the Plats between the Bluffs and the Meadows.



Section 4: Nature of Buildings. No building or structures shall be moved from other locations onto any Lot, and all improvements erected on a Lot shall be of new construction. No structure of a temporary character and no trailer, basement, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5: Animals. No animal, livestock or poultry shall be raised, bred or kept on any lot except that customary household pets such as dogs, cats and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quit enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds maintained on any portion of the Project is reasonable. Any decision rendered by the Board shall be final.

Section 6: Signs, Restrictions on Commercial Uses: No sign of a commercial nature, except for one "For Rent" or two "For Sale" signs per Lot of no more than five (5) square feet, shall be allowed in the Project. No signs may be installed or placed upon the Common Area except monuments/signs for the Bluffs and the Meadows. No billboards, stores, offices or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarants and Builders to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by Declarants Asmus.

Section 7: Driveways, Walkways and Patios. All driveways, exterior walks and patios shall be concrete unless the approval for use of other material is granted by the Architectural Control Committee.

Section 8: Use of Garages. No garages or any other buildings whatsoever shall be constructed on any Lot until a house shall have been erected thereon (or is being erected thereon). The restrictions and conditions set forth above shall not be applicable to Declarants. No garage may be converted to living space or for recreational use without the prior written consent of the Architectural Control Committee.

Section 9: Size of Improvement.

- A. **The Meadows:** Single-family dwelling units shall, in the case of single-level homes, have a living area of not less than 1,800 square feet. Single-level homes with basements shall have not less than 1,800 square feet on the main level. In the case of multi-level homes: not less than 2,000 square feet, with a minimum of 1,100 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.
- B. **The Bluffs:** Single-family dwelling units shall, in the case of single-level homes, have a living area of not less than 2,000 square feet. Single-level homes with basements shall have not less than 2,000 square feet on the main level. In the case of multi-level homes: not less than 2,200 square feet, with a minimum of 1,200 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.



Section 10: 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. Exterior antenna and satellite dishes are strictly prohibited unless prior written approval is obtained from the Architectural Control Committee.

Section 11: Storage Sheds and Swings. No storage sheds or similar or related type objects shall be located on any Lot if the height of such object is greater than the height of the fence on or adjoining said Lot or if such object is visible from the front of the Lot without prior written approval by the Architectural Control Committee. All swings and slides (including those used in connection with a swimming pool) shall be at least seven (7) feet from all fences located on or near perimeter Lot Lines.

Section 12: Screening Materials. All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the original construction of the improvements by the Declarants, or as approved by the Architectural Control Committee pursuant to Article VII.

Section 13: Garage and Rubbish, Storage Areas. Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles, compost piles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.

Section 14: Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, not shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

Section 15: 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 it is located on the Lot and/or street for a minimum of two (2) weeks.

Section 16: Sanitary Facilities. None of the Lots shall be used for residential purposes prior to the installation thereof water-flushed toilets and all bathrooms, toilets and sanitary conveniences shall be inside the house permitted hereunder on each Lot.

Section 17: Lights. Except as initially installed by Declarants, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or the Common Area, or any part thereof without the prior written consent of the Architectural Control Committee.

Section 18: Window Cover Materials. Prior to installation of any reflective materials on the windows or any portion of the house or any other area on any Lot, approval and consent must be obtained from the Architectural Control Committee pursuant to Article VII, except such consent shall not be required for any such installations made by Declarants Asmus.

Section 19: Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks, tunnels, mineral extractions, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.



Section 20: Landscaping. All Lots must have a minimum of 1,000 square feet of lawn or grass growing. The front yard abutting the main street serving as access to any Lot must be fully landscaped within a maximum of thirty (30) days of any structure receiving a certificate of occupancy by the City of Richland. All landscaping on each lot must be installed and substantially in an attractive manner by the Owner within six (6) months from the date of close of escrow of a newly acquired or constructed home based upon plans therefor approved in advance by the Architectural Control Committee pursuant to Article VII. The landscape plans submitted to the Committee must include proposed changes in grade to be accomplished as part of the landscaping development. Landscaping at all times must be maintained by each Owner in a neat and attractive manner and any alterations or modification made in the original landscaping and/or grade as originally installed shall be approved in advance by the Architectural Control Committee. If any Owner does not install and complete approved landscaping within the six month period described above or if he/she does not maintain his landscaping in a neat and attractive manner, the Declarants or the Architectural Control Committee, after giving the Owner fifteen (15) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done and the Owner in default shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate of fifteen percent (15%) per annum until paid. In addition to the foregoing, any party may utilize remedies available under Article VIII, Section 1, for such Owner's default.

Section 21: Height of Structures, Trees. No buildings, shrubs or other plantings shall exceed thirty (30) feet in height. There shall be no Poplar trees or Russian Olive Trees.

Section 22: Leasing. The Owners of Lots shall have the absolute right to lease their respective Lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and users contained in the Declaration and the Bylaws and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

Section 23: Damage to Common Area. The Owner of each Lot shall be liable to the Association for all damage to the Common Areas or improvements thereon caused by such Owner or any occupants, guests or invitee of or to his Lots, this refers to land or properties maintained by the Association. The Association shall be entitled to commence an action at law or in equity under Washington law to enforce this obligation and/or recover damages for the breach thereof.

Section 24: 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 Architectural Control Committee.

Section 25: Dust Control. Any Builder or individual who has acquired Lots or is contractually obligated to buy Lots is responsible for dust control on those Lots and any subsequent fines resulting from lack of dust control on those Lots. Until a final sale is transacted each Builder is responsible to maintain the back and side yards by mowing, weeding or planting.

Section 26: Park.

- A. All landscaping, park elements, irrigation system and walkways must be maintained in a proper and safe manner. All park elements and walkways must be constructed and maintained in accordance with the latest edition of the Americans with Disabilities Act.

- B. Use of the park(s) shall be subject to rules and regulations adopted by the Association's Board of Directors.

**ARTICLE VI
FENCES AND PERIMETER EASEMENTS**

Section 1: Fence Requirements. Lots, when developed, may be improved with fences at the option of the Builder. All fencing must be approved by the Architectural Control Committee. Except as may be installed by Declarants Asmus, no side or rear fence and no side or rear wall, other than the wall of the house constructed on said Lot, shall be more than six (6) feet in height. Notwithstanding the foregoing, the prevailing governmental regulations and the provisions of Section 3 of this article below shall take precedence over these restrictions if said regulations are more restrictive. Unless otherwise approved by the Architectural Control Committee, all fencing and any materials used for fencing, dividing or defining the Lots must be of new materials, and erected in a good and workmanlike manner. The color(s) of the fencing for all Lots require prior written approval by the Architectural Control Committee. This restriction shall not apply to the Declarants. All fences shall be maintained in good condition and repair, and fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction. Subject to the other provisions of this section, in the event any fence is wholly or partially damaged by any cause, it shall be removed in its entirety or returned to its original condition within three months from the date of damage; provided, however, any fences installed by any Builder must be promptly restored to their original condition by the Owner(s) of the adjacent Lots. The Association will perform routine maintenance of certain perimeter fences as provided in Article IV, Section 1, but the Owners of the Lots adjacent to said fences shall be responsible to replace the same in the event of destruction thereof. No fences shall be installed in front yards. No chain link fences may be visible from roadways, other Lots or Common Areas.

Section 2: Fences as Party Walls.

- A. Fences which may be constructed upon the dividing line between Lots or adjacent to said dividing line because of minor encroachments due to engineering errors (which are hereby accepted by all Owners in perpetuity)(or because existing easements prevent a fence from being located on the dividing line) by Declarants Asmus shall be maintained and repaired at the joint cost and expense of the adjacent Lot Owners, and fences constructed upon the back of any Lot (which do not adjoin any other Lot) by Declarants Asmus shall be maintained and repaired at the cost and expense of the Lot Owner on whose Lot (or immediately adjacent to whose Lot) the fence is installed. Without limiting the generality of the foregoing, in the event any party wall is wholly or partially damaged or in need of maintenance or repair (other than as a result of any action either of the Owners, their guests, tenants, invitees, agents or members of their family, which shall be governed by the provisions set forth below), then, each of the adjoining Owners shall share equally in the cost of replacing the party wall or restoring the same to its original condition. For this purpose, any adjoining Owners shall have an easement as more fully described in Section 3(B) of this article. Such fences shall not be altered, or changed in design, color, material or construction from the original installation made by Declarants Asmus without the approval of the adjoining Owner(s), if any, and the Architectural Control Committee. In the event any such fence is damaged or destroyed by the act or acts of one of the adjoining Lot Owners, his family, agents, guests or tenants, that Owner shall be responsible for said damage and shall promptly rebuild and repair the fence(s) to its (their) prior condition, at his sole cost and expense. All gates shall be no higher than the adjacent fence.
- B. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, the matter shall be submitted to an arbitrator chosen by any judge of the Superior Court of Benton County. A determination of the matter signed by the arbitrator shall be binding upon the Owners who shall share the cost of arbitration equally.

- C. Where the words "fence" or "fences" or "fencing" appears in this Declaration, they include block walls, chain link fences, wood fences and other materials used as a fence, fences, wall or walls (except a wall which is part of a house).

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities have been created as shown on the Plat, and additional easements may be created by grant or reservations by Declarants Asmus of a portion of the Project for the foregoing purposes, or for the purpose set forth in Subsection 3B below. Except as may be installed by Declarants Asmus, no structure, planting or other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, if any, or which may obstruct or retard the flow of water through the channels in the drainage easement, if any. The easement area of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In the latter case, the easement area shall be maintained by the Owner of the Lot who has use of the easement.

- A. For the purpose of repairing and maintaining any fence or wall located upon the dividing line between Lots (or located near or adjacent thereto because of an existing easement located on the dividing line), an easement not to exceed five (5) feet in width is hereby created over the portion of every Lot immediately adjacent to any perimeter fence or wall to allow the adjoining Owner access for maintenance purposes set forth and no other purpose.
- B. In addition to the foregoing, if a fence is not located on a dividing line between Lots, an easement is hereby created for purposes of constructing and maintaining a fence between Lots over that portion of each Lot adjacent to or near the dividing line wherever a fence may be constructed by Declarants Asmus within six (6) months after a house is constructed on any Lot. With respect to any fence not located on a dividing line between Lots but located near or adjacent to such dividing line, an Owner of a Lot shall have and is hereby granted a permanent easement over any property immediately adjoining said Owner's Lot up to the middle line of said fence for the use and enjoyment of the same.

ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

Section 1: Creation of Committee. For the purpose of maintaining the aesthetic and beautification features and the architectural and aesthetic integrity and consistency within the Project, an Architectural Control Committee (the "Committee") of at least two (2) members is hereby established. The first member of said Committee is Ronald E. Asmus. The second member is Robert A. Johnson. Additional members may be appointed by Ronald E. Asmus. After the Project has been fully developed (i.e., all Lots have houses constructed thereon), or at such earlier time as Declarants may specify in its sole discretion, the Board of Directors of the Association shall have the right from time to time to remove and/or replace the members of the Committee.

Section 2: Review by Committee. No building or improvements, fences, walls, antennas (including customary TV antennas), underground TV apparatus, broadcasting towers, other structures, landscaping or grade changes or conversion of garage areas to living or recreational space shall be commenced, erected, repaired structurally, replaced or altered (except as set forth below) and no changes to exterior colors of any of the foregoing shall be made until the plans and specifications showing the nature, kind, shape, size, height, color, material, floor plan, location and approximate cost of same shall have been submitted to and approved by the Committee. Failure of the Committee to reject in writing said plans and specifications within forty-five (45) days from the date same were submitted shall constitute approval of said plans and specifications, provided the design, location, color and kind of materials in the building or improvement or other item to be built, installed or altered in said Lot shall be governed by all of the restrictions herein set forth and said improvement or alteration or other item shall be in



harmony with existing buildings and structures in the Project. Approval of plans and specifications shall not be unreasonably withheld and rejection of any proposal reflected in plans or specifications must be based on reasonable judgment as to the effect said construction, installation or alteration will have on the Project as a whole. The Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their opinion for aesthetic or other reasons and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed improvements or other structure or alteration, and of the material (including type and color) of which it is to be built, the site (including location, topography, finished grade elevation) upon which it is proposed to be erected, the harmony thereof with the surroundings (including color and quality of materials and workmanship) and the effect of the improvements or other structure or alteration as planned on the adjacent or neighboring property including visibility and view. The restrictions and conditions set forth in this paragraph shall not be applicable to any original construction whatsoever undertaken by the Declarants. The Committee's approval of materials submitted to it shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable or building ordinances of the proposed improvements or alterations and the Owner and/or its agents shall be solely responsible therefor. The Committee and its members shall have no liability for any lack of safety, integrity or compliance thereof. The Committee and its members shall not have personal liability for judicial challenges to its decisions and the sole remedy for a successful challenge to a decision of the Committee shall be an order overturning the same without creating a right, claim or remedy for damages.

Section 3: Roofs.

- A. **The Meadows:** Roofing shall be Pabco 25, 30 or 40 year. Color shall be Weathered Wood. Roof pitch minimum is 6/12.
- B. **The Bluffs:**
- a) Option 1: Pabco 25, 30 or 40 year. Color shall be Weathered Wood. Roof pitch minimum of 6/12 for both options.
 - b) Option 2: Advantage 45 year. Color shall be Beachwood.

Section 4: Exterior Finish.

- A. **The Meadows:** There shall be a minimum of 100 square feet of stucco/dryvit material, brick or cultured stone on the front of each main structure located on any lot. Each main structure shall be of double wall construction throughout, with a minimum of Cottage Lap, 5 inch revealed siding. Absolutely no vertical siding. All soffits shall be enclosed. Driveway minimum shall be brushed concrete.
- B. **The Bluffs:** There shall be a minimum of 200 square feet of stucco/dryvit material, brick or cultured stone on the front of each main structure located on any lot. Each main structure shall be double wall construction throughout, with a minimum of Cottage Lap, 5 inch revealed siding. Absolutely no vertical siding. All soffits shall be enclosed. Driveway minimum shall be brushed concrete.

Section 5: Improvements by Builders: The plans, specifications and elevations of all houses, buildings or other improvements, landscaping and other structures or other items that Builder (other than Declarants Asmus) intend to construct, install or erect in the Project, whether or not the same is visible from another Lot, Common Area or public street, shall be subject to the review and approval of the Committee prior to the commencement thereof in accordance with the procedures set forth above. In addition to the foregoing requirements, such Builders shall strictly comply with the design and improvement standards adopted by Declarants Asmus from time to time for the Project as such standards are revised from time to time in Declarants Asmus' sole discretion, provided that any such Builder may continue construction within the Project in accordance with plans, specifications and elevations consistent with the standards in effect at the time the plans, specifications and elevations were submitted. The



Committee shall refuse approval of any such Builders plans, specifications and elevations if the same do not comply with the standards then in effect.

Section 6: Disputes. Any dispute which may arise as a result of a disapproval by the Architectural Control Committee shall be submitted to arbitration by a simple arbitrator under the then current Construction Industry Rules of the American Arbitration Association.

**ARTICLE VIII
GENERAL**

Section 1: Effect of Declaration and Remedies. The declarations, limitations, easements, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any Lot in the Project after the date on which this Declaration is recorded. In the event of any violation or attempted violation of these covenants, conditions and restriction, they may be enforced by an action brought by the Association, the Architectural Control Committee or by the Owner or Owners (not in default) of any Lot or Lots in the Project or by Declarants, at law or in equity. Declarants have no duty to take action to remedy any such default. Remedies shall include but not be limited to damages, injunctive relief and/or any and all other rights or remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarants Asmus, the Architectural Control Committee 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 Declarants, the Architectural Control Committee or any Lot Owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

Any breach of these covenants, conditions and restrictions, or any remedy by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon the Lot in question, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and the breach of any of these covenants and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust.

All instruments of conveyance of any interest in any Lot shall contain (and if not, shall be deemed to contain reference to this declaration and shall be subject to the declarations, limitation, easements, covenants, conditions and restrictions herein as fully as though the terms and conditions of this Declaration were therein set forth in full); provided, however, that the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this Declaration or not in any instrument of conveyance. No private agreement of any adjoining property owners shall modify or abrogate any of these restrictive covenants, condition and restrictions.

Section 2: Notice of Covenants Violation, Fines and Penalties. The Willowbrook Heights Homeowners 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 cost described herein.



Section 3: Severability. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment or court order shall in no way affect the validity of any of the other provisions and the same shall remain in full force and effect.

Section 4: Rules Concerning Builders; Transfer by Declarants Asmus. Notwithstanding anything to the contrary contained herein, Declarants Asmus or the Architectural Control Committee shall have the right from time to time to promulgate and amend reasonable rules and regulations concerning the conduct and operations and building activities of any other Builders who shall be bound thereby. Wherever Declarants Asmus are granted certain rights and privileges hereunder, Declarants Asmus shall have the right to assign and transfer any of such rights and privileges to any other Builders as evidenced by a written instrument recorded in the office of the Benton County Recorder. Upon assignment by Declarants Asmus of their right hereunder, the Declarants Asmus shall thereafter have no further liability, responsibility or obligations for future acts or responsibilities of Declarants Asmus hereunder and the successor Declarants shall be solely responsible therefor and all parties shall look to the successor Declarants therefor. At any time, Declarants Asmus may, by a written, recorded notice, relinquish all or any portion of their rights hereunder and all parties shall be bound thereby.

Section 5: Miscellaneous. This Declaration shall remain and be in full force and effect for an initial term of thirty-five (35) years from the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Lots in the Project, and said instrument shall be recorded in the office of the County Recorder of Benton County, Washington, within ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) year extension.

Section 6: Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of publish record at the time of such mailing to such owner's address as appears on the Benton County Tax Records.

Section 7: Amendment. At any time, this declaration may be amended by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five (75%) of the Lots in the Project. If there is any conflict between any of the Project Documents, the provisions of this Declaration shall prevail. Thereafter, priority shall be given to the Project Documents in the following order: the Plat, Articles, Bylaws and Rules and Regulations of the Association.

DATED this 23 day of Apr., 2001.

"Declarant "

"Declarant Asmus"

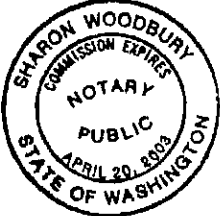
GRASSMAN CONSTRUCTION, INC.
KIRK HEATON
(Printed Name)
CORNERSTONE BUILDING GROUP, LLC
JAY CARVER, MEMBER
Jay Carver, Member
(Printed Name)
ROBERT A. JOHNSON, INC.
Robert A. Johnson, Pres.
Robert A. Johnson
(Printed Name)

Ronald E. Asmus
RONALD E. ASMUS
Tracey L. Asmus
TRACEY L. ASMUS

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that Ronald E. Asmus and Tracey L. Asmus, husband and wife, are the persons who appeared before me, and said persons acknowledge that they signed this instrument, on oath, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2nd day of April, 2001.

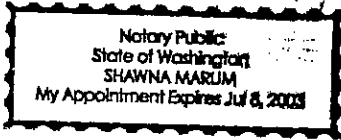


Sharon Woodbury
Notary Public in and for the State of WA
Residing at Paris
My commission expires: 4-20-2003

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that Jay Carter is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

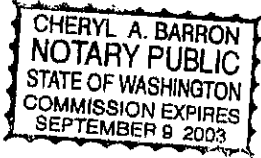
DATED this 3 day of April, 2001.



Shawna Marjum
Notary Public in and for the State of WA
Residing at Rennewick
My commission expires: 7-6-2003

STATE OF WASHINGTON)
) ss:
COUNTY OF BENTON)

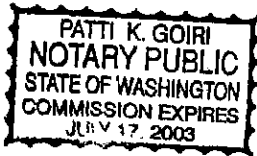
On this the 15th day of April, 2001, before me personally appears Kirk A. Heaton, who acknowledges himself to be the President of Graystone Construction, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.



Cheryl A. Barron
Notary Public for the State of Washington
Residing at Kennecook
Commission Expires: 09-09-03

STATE OF WASHINGTON)
) ss:
COUNTY OF BENTON)

On this the 23rd day of April, 2001, before me personally appears Robert A. Johnson who acknowledges himself to be the President of Robert A. Johnson, Inc. a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.



Patti K. Goiri
Notary Public for the State of Washington
Residing at Kennecook
Commission Expires: 7-17-03

WORLEY SURVEYING SERVICE, INC., P.S.

121 S. ELY
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336

May 17, 2000

WILLOWBROOK HEIGHTS
PHASE TWO



2001-010912
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04/25/2001 08:57P

That portion of the Northeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Richland, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Northeast quarter; Thence North 01°04'05" East, along the East line of said Northeast quarter, for 707.95 feet; Thence North 88°55'55" West for 40.00 feet to the Westerly right of way margin of Leslie Road; Thence North 88°55'55" West for 99.93 feet; Thence South 77°31'56" West for 55.54 feet; Thence North 88°55'55" West for 276.00 feet to the true point of beginning; Thence North 88°55'55" West for 74.94 feet; Thence South 61°44'02" West for 178.37 feet; Thence South 56°54'14" West for 93.21 feet; Thence South 40°03'27" West for 218.95 feet; Thence North 49°56'33" West for 100.00 feet; Thence North 81°24'28" West for 63.31 feet; Thence North 49°56'33" West for 200.04 feet; Thence North 54°57'23" West for 54.35 feet; Thence North 49°56'33" West for 103.50 feet; Thence South 60°52'24" West for 116.46 feet; Thence North 00°50'14" East for 179.42 feet; Thence North 50°41'26" West for 58.01 feet; Thence North 33°02'23" East for 222.80 feet; Thence South 76°13'26" East for 220.34 feet; Thence South 88°43'49" East for 74.26 feet; Thence North 60°00'01" East for 154.93 feet; Thence North 05°59'56" East for 223.87 feet; Thence North 31°51'30" East for 153.78 feet; Thence South 66°35'02" East for 87.65 feet; Thence South 52°02'41" East for 110.11 feet; Thence South 44°53'13" East for 89.86 feet; Thence South 29°05'17" East for 51.75 feet; Thence South 18°05'38" East for 95.16 feet; Thence South 25°38'50" East for 56.45 feet; Thence South 10°38'50" East for 99.42 feet; Thence South 87°19'28" West for 18.02 feet; Thence South 11°02'15" East for 102.58 feet; Thence South 34°58'36" East for 60.94 feet; Thence South 01°04'05" West for 119.73 feet to the true point of beginning.

Containing 12.30 acre, more or less.

97-027w2



ATTACHMENT - A



WORLEY SURVEYING SERVICE, INC., P.S.
121 S. ELY
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336

May 17, 2000

WILLOWBROOK HEIGHTS
PHASE THREE

That portion of the Northeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Richland, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Northeast quarter; Thence North 01°04'05" East, along the East line of said Northeast quarter, for 707.95 feet; Thence North 88°55'55" West for 40.00 feet to the Westerly right of way margin of Leslie Road; Thence North 88°55'55" West for 99.93 feet; Thence South 77°31'56" West for 55.54 feet; Thence North 88°55'55" West for 276.00 feet; Thence North 88°55'55" West for 74.94 feet; Thence South 61°44'02" West for 178.37 feet; Thence South 56°54'14" West for 93.21 feet; Thence South 40°03'27" West for 218.95 feet to the true point of beginning; Thence South 40°03'27" West for 94.99 feet; Thence South 00°47'27" East for 161.93 feet; Thence South 04°33'10" West for 54.12 feet; Thence South 00°47'27" East for 100.00 feet to the South line of said Northeast quarter; Thence North 89°12'33" West, along said South line, for 774.05 feet; Thence North 00°47'27" East for 254.00 feet; Thence South 89°12'33" East for 10.00 feet; Thence North 00°50'14" East for 218.23 feet; Thence North 10°02'56" West for 54.99 feet; Thence North 00°50'14" East for 100.00 feet; Thence South 89°09'46" East for 316.80 feet; Thence North 60°52'24" East for 116.46 feet; Thence South 49°56'33" East for 103.50 feet; Thence South 54°57'23" East for 54.35 feet; Thence South 49°56'33" East for 200.04 feet; Thence South 81°24'28" East for 63.31 feet; Thence South 49°56'33" East for 100.00 feet to the true point of beginning;

Containing 10.61 acre, more or less.

97-027w3



ATTACHMENT - A



WORLEY SURVEYING SERVICE, INC., P.S.
 121 S. ELY
 P.O. BOX 6132
 KENNEWICK, WASHINGTON 99336

May 17, 2000

WILLOWBROOK HEIGHTS
 PHASE FOUR

That portion of the Northeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Richland, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Northeast quarter; Thence North $01^{\circ}04'05''$ East, along the East line of said Northeast quarter, for 707.95 feet; Thence North $88^{\circ}55'55''$ West for 40.00 feet to the Westerly right of way margin of Leslie Road; Thence North $88^{\circ}55'55''$ West for 99.93 feet; Thence South $77^{\circ}31'56''$ West for 55.54 feet; Thence North $88^{\circ}55'55''$ West for 276.00 feet; Thence North $88^{\circ}55'55''$ West for 74.94 feet; Thence South $61^{\circ}44'02''$ West for 178.37 feet; Thence South $56^{\circ}54'14''$ West for 93.21 feet; Thence South $40^{\circ}03'27''$ West for 218.95 feet; Thence South $40^{\circ}03'27''$ West for 94.99 feet; Thence South $00^{\circ}47'27''$ East for 161.93 feet; Thence South $04^{\circ}33'10''$ West for 54.12 feet; Thence South $00^{\circ}47'27''$ West for 100.00 feet to the South line of said Northeast quarter; Thence South $89^{\circ}12'33''$ West, along said South line, for 774.05 feet to the true point of beginning; Thence North $89^{\circ}12'33''$ West, along said South line, for 834.39 feet to the Easterly right of way margin of the Kennewick Irrigation District Badger East Lateral; Thence North $20^{\circ}29'53''$ East, along said Easterly right of way margin, for 98.09 feet to the point of curvature with a 193.20 foot radius curve concave to the Northwest; Thence Northerly along the arc of said curve to the left, through a central angle of $23^{\circ}07'38''$, for an arc distance of 77.99 feet to the point of tangency; Thence North $02^{\circ}38'07''$ West, along said canal right of way, for 78.10 feet to the point of curvature with a 64.60 foot radius curve concave to the Northeast; Thence Northeasterly along the arc of said curve to the right, through a central angle of $32^{\circ}53'28''$, for an arc distance of 37.08 feet to the point of tangency; Thence North $30^{\circ}16'53''$ East, along said canal right of way, for 158.29 feet to the point of curvature with a 145.50 foot radius curve concave to the Northwest; Thence Northerly along the arc of said curve to the left, through a central angle of $65^{\circ}20'28''$, for an arc distance of 165.93 feet to the point of tangency; Thence North $35^{\circ}05'07''$ West, along said canal right of way, for 129.91 feet to the point of curvature with a 45.50 foot radius curve concave to the Northeast; Thence Northeasterly along the arc of said curve to the right, through a central angle of $62^{\circ}37'44''$, for an arc distance of 49.74 feet to the point of tangency; Thence North $27^{\circ}33'53''$ East, along said canal right of way, for 39.29 feet to the point of curvature with a 31.90 foot radius curve concave to the Southeast; Thence Northeasterly along the arc of said curve to the right, through a central angle of $79^{\circ}42'49''$, for an arc distance of 44.38 feet to the point of tangency; Thence South $72^{\circ}37'07''$ East, along said canal right of way, for 155.07 feet to the point of curvature with a 336.50 foot radius curve concave to the Northeast; Thence Southeasterly along the arc of said curve to the left, through a central angle of $18^{\circ}10'35''$, for an arc distance of 106.75 feet to the point of tangency; Thence South $87^{\circ}54'07''$ East, along said canal right of way, for 179.19 feet to the point of curvature with a 336.50 foot radius curve concave to the

ATTACHMENT - A



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Benton County

Northeast; Thence Northeasterly along the arc of said curve to the left, through a central angle of 15°28'44", for an arc distance of 90.91 feet to the point of tangency; Thence North 73°30'15" East, along said canal right of way, for 131.61 feet; Thence, leaving said canal right of way, South 00°50'14" West for 141.66 feet; Thence South 89°09'46" East for 93.38 feet; Thence South 00°50'14" West for 100.00 feet; Thence South 10°02'56" East for 54.99 feet; Thence South 00°50'14" West for 218.23 feet; Thence North 89°12'33" West for 10.00 feet; Thence South 00°47'27" West for 254.00 feet to the true point of beginning.

Containing 12.95 acre, more or less.

97-027w4



ATTACHMENT - A



WORLEY SURVEYING SERVICE, INC., P.S.
121 S. ELY
P.O. BOX 6132
KENNEWICK, WASHINGTON 99336

May 17, 2000

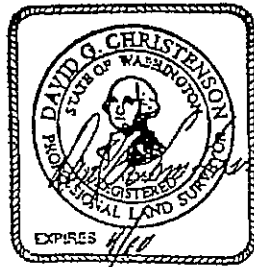
WILLOWBROOK HEIGHTS
PHASE FIVE

That portion of the Northeast quarter of Section 2, Township 8 North, Range 28 East, W.M., Richland, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Northeast quarter; Thence North 01°04'05" East, along the East line of said Northeast quarter, for 707.95 feet; Thence North 88°55'55" West for 40.00 feet to the Westerly right of way margin of Leslie Road and the true point of beginning; Thence North 88°55'55" West for 99.93 feet; Thence South 77°31'56" West for 55.54 feet; Thence North 88°55'55" West for 276.00 feet; Thence North 88°55'55" West for 74.94 feet; Thence South 61°44'02" West for 178.37 feet; Thence South 56°54'14" West for 93.21 feet; Thence South 40°03'27" West for 218.95 feet; Thence South 40°03'27" West for 94.99 feet; Thence South 00°47'27" West for 161.93 feet; Thence South 04°33'10" West for 54.12 feet; Thence South 00°47'27" West for 100.00 feet to the South line of said Northeast quarter; Thence South 89°12'33" East, along said South line, for 937.05 feet to the Westerly right of way margin of Leslie Road; Thence North 01°04'05" East, along said Westerly right of way margin, for 708.14 feet to the true point of beginning;

Containing 13.47 acre, more or less.

97-027w5



ATTACHMENT - A



BENTON FRANKLIN TITL AMD 32.00

