

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
RELATED TO THE WILLOWBROOK IRRIGATION SYSTEM

S-95354-K

This Indenture and Declaration running with the land, made this 30 day of November, 1988, by The Quadrant Corporation, a Washington corporation and Willowbrook Associates, a Washington general partnership ("Declarants"),

WITNESSETH:

Whereas, Declarants are the owners in fee of certain real property (the "Real Property") collectively described as

Blocks 1-6 and Tracts A, B, E, F, G & J of Willowbrook No. 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington;

and hereby covenant, agree and declare that all of the Real Property and Housing Units constructed thereon are and will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements and reservations. This Declaration is made for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property for the benefit of all of the Real Property and the owners thereof and their heirs, successors and assigns as well as assuring a continual supply of irrigation water to each and every owner of the Real Property and Housing Units constructed thereon. These covenants, conditions, restrictions, easements and reservations are negative easements which shall run with the Real Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof and shall survive and continue to run with the Real Property and not be discharged by a sale of the Real Property or any portion thereof in the manner described in RCW 84.64.460. Acceptance of an interest in a Lot or a Housing Unit and Lot shall be deemed acceptance of the terms and provisions of this Declaration.

Now, Therefore, Declarants hereby declare as follows:

ARTICLE ONE

Definitions

Dec 5 8 40 AM '88

BOBBIE COCKER, APPOINTED
DEPUTY
RECORDED IN VOL. 510

For the purposes of the Declaration and the Articles and Bylaws of the Association certain words and phrases have particular meanings which are as follows:

1. "Association" shall mean Willowbrook Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

TICOR TITLE INSURANCE CO.

2. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

3. "Developer" shall mean The Quadrant Corporation and Willowbrook Associates, or person or entity to which they assign their rights or a portion of such rights as Developer. There may be more than one Developer. All references to Developer, however, refer to a Developer of a Division. If there is more than one Developer within a Division, Developer refers to both Developers in the Division acting together and sharing the right to act within the Division. No Division shall be entitled to greater rights or voting shares by reason of the Division ownership being shared by more than one Developer.

4. "Housing Unit" shall mean the buildings occupying a Lot, including both single and multiple-family units.

5. "Irrigation System" or "the System" shall mean all component parts, whether personal property, fixtures or easements comprising the physical facilities which collect and distribute irrigation water in Willowbrook.

6. "Lot" shall initially mean those Lots shown on the Plat of Willowbrook No. 1. At such time as additional portions of the Real Property may be platted, "Lot" shall include those lots also platted which are a part of the Real Property. In the event that Division C of the Real Property is divided into separate parcels, each parcel shall be deemed a lot for the purposes of this Declaration.

7. "Member" shall mean every person or entity that holds a membership in the Association by reason of acquiring shares in the Association upon purchase of an interest in a Lot or a Lot and Housing Unit.

8. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.

9. "Institutional First Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mortgage or deed of trust against a lot or housing unit thereon.

10. "Division" shall refer to the portions of the Real Property as follows:

a. Division A - Blocks 1-6, Willowbrook No. 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington;

b. Division B - Tracts E, G and J, Willowbrook No. 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington;

c. Division C - Tracts A, B and F, Willowbrook No. 1, as recorded in Volume 14 of Plats, page 13, records of Benton County, Washington.

ARTICLE TWO

Management of the System and Enforcement of
Protective Covenants, Conditions and Restrictions

Section One: The Irrigation System, by this instrument and by transfers of property and easements, is dedicated to the Association as the owner thereof. However, during a Division's development period, the Association and the System shall, for all purposes, be under the management and administration of the Developer for each Division.

- a. The development period for Divisions A and B shall be that period of time from the date of recording of this Declaration until 120 days after the date upon which 90% of the lots in a Division have been sold by the Developer or any shorter period, as determined by the Developer.
- b. The development period for Division C shall be that period of time from the date of recording of this Declaration until 120 days after the date upon which 100% of the multiple-family units in Division C have been sold by the Developer or any shorter period, as determined by the Developer.

Section Two: A Developer of a Division may, at its option and at such time as the Developer deems appropriate, select a temporary board of three (3) to five (5) persons who own, or are purchasers of lots. This temporary board shall have the full authority and all rights responsibilities, privileges, and duties to represent the Division in the management of the Association under this Declaration and By-Laws, and shall be subject to all provisions of the Declaration and By-Laws; provided, that after selecting any such temporary board, the Developer in the exercise of its sole discretion, may at any time terminate such temporary board and resume its management authority or select a new temporary board.

Section Three: These requirements and covenants are made in order to ensure that the properties and the Association will be adequately administered in the initial phases of development, and to ensure an orderly transition of Association operations.

Section Four: At the expiration of the Developer's management authority during the development period, the Division's elected representatives to the Association shall have the sole authority and obligation to manage and administer and to enforce these covenants, conditions and restrictions, along with other representatives or Developers from other Divisions. Such authority shall include all authority provided for in the Association's Articles, By-Laws, rules, and regulations, as initially adopted, or as the same may hereafter be amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.

ARTICLE THREE

Membership

Every person or entity who is an Owner of any Lot shall become a Member of the Association. Membership shares shall be appurtenant to and may not be separated from ownership of any Lot, except that the Developer may retain shares in excess of a single share per lot pursuant to Article Four Section Three until all of the Lots owned by the Developer in the Division are sold. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

ARTICLE FOUR

Voting Rights

Section One: Each Division will constitute a voting group. Voting group A shall be the Owners of lots in Division A, voting group B shall be the Owners of lots in Division B and voting group C shall be the Owners of lots in Division C. The voting groups shall continue to be utilized to determine administration of the Association and the voting rights of the Owners of Lots in Divisions A, B and C until the development period has ended for all three divisions.

Section Two: Upon completion of all development periods, the voting groups shall be dissolved and all members shall be entitled to vote all shares assigned to such Owner's Lot.

Section Three: Shares in the Association shall be distributed as follows:

- (a) Division A - 470 shares (47% of total);
- (b) Division B - 265 shares (26.5% of total); and
- (c) Division C - 265 shares (26.5% of total).

The Developer for each of the Divisions may, in the Developer's sole discretion, distribute such shares among the Owners of the Lots, provided that each Lot receives at least one share. In the event that there are any excess shares available for distribution by the Developer of each Division after all lots are sold, the Developer may distribute such shares or fractional shares among the owners of the lots to provide fair and equitable distribution of voting rights within the Division. The Developer of each Division may not, however, transfer such voting rights to any other Lot Owners of any other Division.

Section Four: Members shall be entitled to one vote for each share held. Fractional shares may also be voted. When more than one person or entity owns and interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the number of shares assigned to a Lot be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association.

Section Five: During the development period, when a majority or percentage of vote greater than a majority is required by this Declaration, such vote shall be determined by counting the votes within each of the voting groups, and requiring that a majority or greater than majority vote in each of the voting groups be attained before any action of the Association on the proposed measure. Any reference contained in the articles of incorporation or bylaws of the Association shall, during the development period, be interpreted to require majority or greater than majority votes of each voting group in order to take any action permitted by the articles or bylaws.

Section Six: After the development period, when the voting groups are disregarded, a majority vote or greater than majority vote shall be determined by the total number of votes cast by all members of the Association, without regard for their voting group or the Division in which they are located. The development period shall not end for the purposes of determining the voting rights under this article until the development period has ended for each Division.

ARTICLE FIVE

Delay of System Operation

Section One: The Association shall maintain the System in a "mothball" (inoperative, preserved for later use) status until it is needed. The cost of maintaining System in such state shall be allocated to Divisions A, B and C based upon the number of shares assigned to each Division as described in Article Four, Section

Three. The costs of maintaining the System in the mothballed state shall be those costs described in Article Six, Section Three, as System Expenses which are reasonably necessary to "mothball" the System, which will include insurance, taxes, administrative fees, legal fees, required maintenance and other costs to maintain the System in such state.

Section Two: Unless otherwise required by the City of Richland, the System will remain mothballed until one of the following three events occurs:

(a) At least thirty lots in Division A are improved with Housing Units;

(b) When Divisions B and C determine that they are in need of irrigation water for residential or permitted agricultural uses, consistent with zoning; or

(c) Majority vote of the shares held by all three Divisions, with a majority of each voting group approving commencement of operation.

Section Three: Expenses incurred by the Association pursuant to this Article may be assessed, collected and enforced in the manner described in Articles Eight and Nine, but shall be assessed against all Lots in all Divisions, each Division bearing a share of the "mothball" costs as described in Article Four, Section Three.

Section Four: "Mothball" expenses shall end when all Divisions begin operation of the System. Unpaid expenses related to "mothball" status shall be assessed against all Divisions; after such expenses are paid, operating expenses shall be assessed as provided in Articles Seven and Eight.

ARTICLE SIX

Maintenance and System Expenses

Section One: The Association shall maintain the System owned by it, except the pipe, risers and valves located on each Lot which contains a housing unit:

Section Two: Each Owner of a Lot which contains a housing unit hereby covenants and agrees to maintain his respective irrigation pipe, riser and valve ("components") located thereon in the same condition as a reasonably prudent homeowner would maintain his own so that the entire System continues to function efficiently with minimal loss or waste of water. If any of the Lot Owners shall fail to maintain his irrigation pipe, riser and valve located therein in the same condition as a reasonably prudent homeowner, the

Association shall have the right to notify said Lot Owner in writing of the maintenance required. If said maintenance shall not be performed within ten (10) days of the date said notice is delivered to the nonperforming Lot Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the nonperforming Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Article Nine of the Declaration.

Section Three: Certain expenses shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as System Expenses. The System Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners as hereinafter provided. The System Expenses which may be assessed shall include, but shall not be limited to, the following:

- (a) The expense of maintaining the System;
- (b) The real or personal property taxes upon the System;
- (c) The cost of maintaining all required insurance coverage on the System;
- (d) The cost of any repairs or replacement of the System;
- (e) Utility charges attributable to the System owned by the Association;
- (f) The cost of operating the System;
- (g) The cost of maintaining improvements;
- (h) The cost of maintaining the access road; and
- (i) Any other expense which shall be designated as a System Expense in the Declaration or from time to time by the Association.

ARTICLE SEVEN

Assessments - Development Period

Section One: A start-up fee shall be collected from each Division when it commences irrigation service. The start-up fee shall be determined by computing the then replacement cost of the two pumps, two motors, control panel and power panel included within the irrigation system, then multiplying that cost by the shares in

the Association related to the Division to be irrigated. The start-up fee shall be invested in short-term certificates or time deposits at a commercial bank, and shall be used only for repair of the components of the irrigation system described above. When any Division commences irrigation service, any other Division may also pay its start-up fee based upon the then replacement cost of the System, but the Division can choose not to utilize the System at the time the fee is collected and shall not be required to contribute to the operation costs.

Section Two: Upon operation of the irrigation system for the benefit of any one Division, the entire cost of operating and maintaining the System beyond the "mothball" costs described in Article Five shall be assessed against the owners of Lots in the Division using the System. The costs beyond nominal "mothball costs" shall include all costs of operating the System. When two or more Divisions are using the System, the additional operating costs shall be allocated to those Divisions proportional to the shares assigned to each Division as a voting group. For example, if Divisions A and B are requiring the System to be operational, the costs will be divided as 470 plus 265 shares, respectively, equalling 735 shares. Division A would pay for 63.9% of the costs (470 divided by 735) and Division B would pay for 36.1% of these operational costs (265 divided by 735). "Mothball" costs will continue to be shared by the Divisions in the percentages described in Article Four, Section Three until all Divisions begin to use the System.

Section Three: During the development period, the Developer of each Division shall be allowed to allocate the costs against their Divisions to the Lot Owners in such manner as it deems appropriate. Each Division shall be responsible for its entire percentage, but the Developer may allocate 100% of such costs to Lots that have been improved with a Housing Unit and sold to other Owners and avoid any cost to vacant lots or unsold lots. The Developer shall be permitted to cause the Association to make monthly assessments or charges against individual lots within Developer's Division in such amounts as the Developer reasonably finds is necessary to finance the Division's share of the cost to operate and maintain the System. Such assessments, determined by the Developer, shall be made in the same manner as assessments voted on by all members of the Association, until the end of the development period.

Section Four: Article Eight, Sections Three through Six shall apply to development period assessments. All references to the Board of Directors or the Association shall, for the purposes of this Article, mean the Developer.

Assessments - Post Development Period

Section One: At the end of the development period for a Division, the lot owners in the Division shall meet and vote their shares as a voting group to administer assessments for the System. If more than one Division is utilizing the System, actions of the Association must be passed by the majority of a voting group in each Division utilizing the System until the development period for each Division has ended. After all development periods have ended, all Association actions shall be determined without regard for voting group majorities.

Section Two: Each Lot shall be subject to monthly assessments or charges and certain special assessments in an amount to be determined by the Association, after the development periods have ended.

Section Three: The Board of Directors of the Association may determine the amount of monthly assessment necessary to pay System Expenses. The amount of monthly assessment may be increased or decreased periodically as may be necessary from time to time to provide properly for payment of the System Expenses. The amount of such monthly assessments shall be equal for all Lots subject to said monthly and special assessments; except that the monthly assessment for Lots (or Tracts E, F and G) owned by Developer which do not have a completed residence thereon shall not be assessed without the Developer's consent. The Association may create and maintain from regular monthly assessments a reserve fund for replacement of those common areas which can reasonably be expected to require maintenance or replacement.

Section Four: The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate.

Section Five: In addition to the monthly assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the System, including the necessary fixtures and personal property related thereto; provided, however, Lots owned by the Developer which do not have a completed residence shall not be subject to special assessments and the Developer shall not be obligated to pay any special assessments.

Section Six: At such time as additional Lots are subject to assessment by virtue of having been subjected to these Protective Covenants, Conditions and Restrictions, the monthly assessment for all Lots subject to assessment shall be reduced so as to reflect a proportional reduction based on the increased total Lots obligated to contribute to the Association budget.

ARTICLE NINE

Collection of Assessments, Enforcement
of Declaration, Attorney's Fees and Costs

Section One: All assessments, together with interest thereon and cost of collection thereof, as herein provided, shall be a charge on the land and will be a continuing lien upon the Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Such assessments are deemed to be consensual by reason of an Owner's purchase of a Lot subject to these covenants, and any homestead interest of an Owner shall be subject to execution or forced sale upon failure to pay assessment and the fees described in Section Two as described in RCW 6.13.080. Each assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

Section Two: If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at the rate of twelve (12%) per cent per annum. Each Member hereby expressly vests in the Association, or its agents, the right and power to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amount due, or to enforce compliance with or specific performance of the Articles or Bylaws of the Association, rules or regulations adopted by the Association, or the provisions of the Declaration, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred.

Section Three: In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, said Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles, Bylaws, or Declaration.

ARTICLE TEN

Mortgage Protection

Section One: As used in this Article Ten, references to mortgage or mortgages shall be deemed to include deeds of trust.

Section Two: Notwithstanding and prevailing over any other provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each Institutional First Mortgagee given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

Section Three: The Institutional First Mortgagee entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

Section Four: During the pendency of any proceeding to foreclose said mortgage, the Institutional First Mortgagee or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section Five: At such time as said mortgagee shall become entitled to possession of the Lot, said mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles, Bylaws, rules and regulations of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner; provided, however, said mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out

of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date said mortgagee became entitled to possession of the Lot.

Section Six: If it is deemed necessary by the Association, any unpaid assessment against a Housing Unit foreclosed against may be treated as a common expense of other Lots. Any such unpaid assessment shall continue to exist as a personal obligation of the defaulting Owner of the respective Lot to the Association.

Section Seven: The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a Lot or Housing Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

Section Eight: Any Institutional First Mortgagee shall have the right on request therefor to: (a) inspect the books and records of the Association during normal business hours; (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year; and (c) receive written notice of all meetings of the Association and designate a representative to attend all such meetings.

ARTICLE ELEVEN

Management Contracts

Each Member hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association shall deem fit and proper in its judgment and discretion.

ARTICLE TWELVE

Insurance and Condemnation

Section One: The Association may purchase as a System expense insurance for the System against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It may also obtain a comprehensive public liability policy covering the System. Said comprehensive public liability coverage shall be in an amount to be determined by the Association.

When the development period for all Divisions has concluded, all such insurance coverage shall be written in the name of the Association as trustee for each of the members of the Association.

Costs of insurance obtained by the Developer during the development period shall be a System expense. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to any and all insureds named therein, including Owners and Institutional First Mortgagees.

Section Two: After the development period for all Divisions has concluded, the Association may obtain fidelity bonds which shall afford coverage to protect against dishonest acts on the part of officers, directors, managers, volunteers, trustees, and employees of the Association or the managing agent and all other persons who handle or are responsible for handling funds of the Association and be in an amount equal to three (3) months' assessments on all Lots, including reserve funds. All such fidelity bonds shall name the Association as an Obligee, contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, and provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to any and all insureds named therein, including Owners and Institutional First Mortgagees.

Section Three: In the event of the damage or destruction of the System covered by insurance written in the name of the Association, the Association may, upon receipt of the insurance proceeds and to the extent of such proceeds, contract to rebuild or repair such damaged or destroyed portions of the System to as good a condition as they were when the loss occurred, provided, however, that the Association's election not to rebuild the System shall require the approval of two-thirds (2/3) of the Association. The Association may in its sole discretion contract with any licensed contractor for reconstruction or rebuilding of such destroyed portions of the System.

Section Four: In the event of damage or destruction or other casualty to any portion of pipe, riser or valve maintained by a Lot Owner as described in Article Six, Section 2, the Owner thereof shall repair or rebuild such damaged or destroyed portions in a good workmanlike manner in conformance with the original plans and specifications. The plans and specifications for said damaged or destroyed components may be modified and said damaged or destroyed components may be reconstructed in accordance with said modified plans and specifications if the Owner of said damaged or destroyed components secures the approval of the Association or the Developer, as the case may be, as provided in the Declaration. In the event such Owner refuses or fails to commence such repair or rebuilding within ten (10) days after such damage or destruction, unless such

period is otherwise extended by the Association, the Association is hereby authorized by such Owner, if the Association so desires, to repair, rebuild or replace any such components. Any rebuilding shall be done in a good and workmanlike manner in conformance with the original plans and specifications. The Owner shall then repay the Association the amount actually expended for such repairs pursuant to Articles Seven, Eight and Nine herein. The Association shall have a lien against the Housing Unit for such amount and the rights provided in the Declaration for the enforcement of said lien and assessment.

Section Five: If at any time or times, all or any part of the Real Property containing portions of the System shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Section Five shall apply, and notice of the proceeding or proposed acquisition shall promptly be given to each Owner and to each Institutional First Mortgagee.

All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award" attributable to taking of portions or all of the System shall be payable to the Association. The condemnation award shall be apportioned among the remaining Owners as directed by the Association who shall fairly and promptly allocate and distribute such condemnation award, or the award shall be used by the Association to make the System function after loss of portions of the System. If the entire Real Property is condemned or taken, ownership in the System shall terminate. The condemnation award shall then be distributed among the Owners.

ARTICLE THIRTEEN

Rules and Regulations

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and to establish penalties for the infraction thereof. All Lot Owners shall be given written notice of said rules and regulations.

ARTICLE FOURTEEN

Remedies and Waiver

Section One: The remedies provided herein for collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

Section Two: The failure of the Association or the Developer or of any of their duly authorized agents or any of the Owners to insist in any one or more instances upon the strict performance of or compliance with the Declaration or any of the Articles, Bylaws or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of said Board of Directors.

ARTICLE FIFTEEN

Benefits and Burdens Run with the Land

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the Properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot on the Properties, and upon their respective heirs, successors and assigns, and constitute a negative easement. After the date on which the Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or Developer which shall have the right to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the Owner of any Lot.

ARTICLE SIXTEEN

General Provisions

Section One: The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section Two: The invalidity of any one or more phrases, sentences, clauses, paragraphs or section hereof shall not affect the remaining portions of this Declaration or any part thereof, all of which are inserted conditionally on their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid,

this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

Section Three: These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as hereinabove provided.

Section Four: In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of the said incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section Five: In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles or Bylaws of the Association, or rules and regulations adopted by the Association, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action.

Section Six: Any notice required by the Declaration or the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Developer or the Association, and said notices shall be deemed given when deposited in a United State Post Office.

ARTICLE SEVENTEEN

Amendment and Revocation

Section One: This instrument may be amended, and partially or completely revoked only as herein provided or otherwise provided by law.

Section Two: During the development period, the Developers of all Divisions may amend this instrument to comply with the requirements of the Federal National Mortgage Association, Government National Mortgage Association, Veterans Administration or Federal Home Loan Mortgage Corporation simply by recording an acknowledged document setting forth specifically the provisions amending this instrument.

Section Three: During the development period, sixty-seven percent (67%) or more of the Owners in each voting group must vote

in favor of such amendment at any annual meeting or special meeting called for such purpose on written notice of not less than ten (10) days before the scheduled meeting, or give written consent to such amendment.

Section Four: After the development period, this Declaration may be amended at any annual meeting of the Association, or at a special meeting called for such purpose, if sixty-seven percent (67%) or more of the Owners vote for such amendment, or without such meeting if all Owners are notified in writing. Notice of any proposed amendment shall be given to all Owners not less than ten (10) days prior to the date of the annual meeting or of any special meeting at which the proposed amendment shall be considered.

Section Five: Notwithstanding any of the foregoing, fifty-one percent (51%) of all Institutional First Mortgagees who have requested notification of amendments must give prior written approval to any material amendment to the Declaration or By-Laws, including any of the following:

- 3.1. Voting rights;
- 3.2 Assessments, assessment liens and subordination of such liens;
- 3.3 Reserves for maintenance, repair and replacement of the System;
- 3.4 Insurance or fidelity bonds;
- 3.5 Responsibility for maintenance and repair;
- 3.6 Expansion or contraction of the project or the addition annexation or withdrawal of property to or from the project;
- 3.7 The boundaries of any Lot;
- 3.8 Restoration or repair (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- 3.9 Any action to terminate the System after substantial destruction or condemnation occurs; or
- 3.10 Any provisions which are for the express benefit of Institutional First Mortgagees.

Section Six: Amendments shall take effect only upon recording with the Recorder of Benton County.

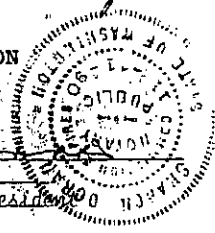
DATED this 1 day of DECEMBER, 19 88.

WILLOWBROOK ASSOCIATES

By [Signature]
General Partner

THE QUADRANT CORPORATION

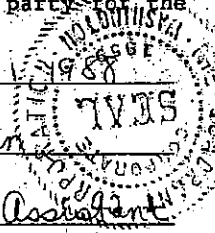
By [Signature]
Stephen A. Dennis
Its Executive Vice President



STATE OF WASHINGTON)
COUNTY OF KING) ss.

I CERTIFY that I know or have satisfactory evidence that Stephen A. Dennis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice President of THE QUADRANT CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: December 1, 1988
[Signature]
Signature
Administrative Assistant
Title
My Appointment Expires: 11-11-90



STATE OF WASHINGTON)
COUNTY OF KING CLARK) ss.

I CERTIFY that I know or have satisfactory evidence

that ROGER JAY SHARP is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a general partner of WILLOWBROOK ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: November 30, 1988

Barbara S. [Signature]
Signature

Notary Public
Title
My Appointment Expires 9-18-92



663-90

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FILED BY 90- 4729

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BOBBIE CAGNER
BENTON COUNTY, AUDITOR

AMENDED DECLARATION OF
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
RELATED TO THE WILLOWBROOK IRRIGATION SYSTEM

THIS INDENTURE AND DECLARATION running with the land made this second day of March, 1990 by WILLOWBROOK ASSOCIATES, a Washington general partnership ("Declarant").

W I T N E S S E T H :

WHEREAS, Declarant and Robert W. Young and Jacqueline L. Young, husband and wife ("Young"), are the owners in fee of certain real property known as Plat of Willowbrook described as follows:

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

WHEREAS, Declarant and Young desire to make the following correction of document entitled "Declaration of Covenants, Conditions and Restrictions Related to the Willowbrook Irrigation System" dated November 30, 1988 and recorded December 5, 1988 under Benton County Auditor's File No. 88-14541 in Volume 510 at page 1688 of the Official Records of Benton County, Washington. The specific correction shall be that of Article Seven entitled "Assessments - Development Period" Section One. The word found in the aforementioned documents, Article and Section is "multiplying" and by this Amendment is to now read "divide".

THEREFORE Article Seven, Section One shall now read as follows:

Section One: A start-up fee shall be collected from each Division when it commences irrigation service. The start-up fee shall be determined by computing the then replacement cost of the two pumps, two motors, control panel and power panel included within the irrigation system, then divide that cost by the shares in the Association related to the Division to be irrigated. The start-up fee shall be invested in short-term certificates of time deposits at a commercial bank, and shall be used only for repair of the components of the irrigation system described above. When any Division commences irrigation service, any other Division may also pay its start-up fee based upon the then replacement cost of the System, but the Division can choose not to utilize the System at the time the fee is collected and shall not be required to contribute to the operation costs.

CHICAGO TITLE INSURANCE CO.

WILLOWBROOK ASSOCIATES, a General Partnership

Loren Kay Sharp
Loren Kay Sharp Partner

Warren Clifford
Warren Clifford Partner

Robert W. Young
Robert W. Young

Robert W. Young
Robert W. Young, Attorney in Fact for Jacqueline L. Young

STATE OF WASHINGTON,
County of Benton } ss.

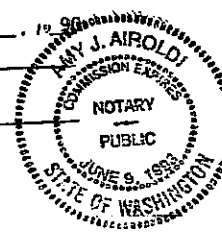
On this day personally appeared before me Loren Kay Sharp

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 9th day of March, 1990

My commission expires on: 09-99

Notary Public in and for the State of Washington, residing at Woodlind



STATE OF WASHINGTON,
County of Benton } ss.

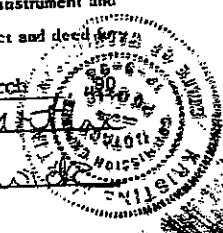
On this day personally appeared before me Warren Clifford

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 7th day of March, 1990

My commission expires on: 12-9-93

Notary Public in and for the State of Washington, residing at Kennel



STATE OF WASHINGTON,
County of Benton } ss.

On this 5th day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Robert W. Young to me known to be the individual described in, and who executed the within instrument for him self and also as the Attorney in Fact for Jacqueline L. Young and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for him self, and also as his free and voluntary act and deed as Attorney in Fact for said Jacqueline L. Young in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor incompetent.

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

My commission expires on: 12/9/93

Notary Public in and for the State of Washington, residing at Kennel

