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RECORDING REQUESTED BY
AND, WHEN RECORDED, MAIL TO:

NNP-Creekstone, LLC
c/o Newland Communities
16701 S.E. McGillivray Boulevard, Suite 150
Vancouver, Washington 98683

FA-MI

FRONTIER TITLE CO.

BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CREEKSTONE PHASE 8

Grantor: HAYDEN ENTERPRISES, INC.

Grantee: NNP-CREEKSTONE, LLC

Legal Description (abbreviated):

- Lots 1 through 6, Block 14, Creekstone Phase 8
- Lot 1, Block 15, Creekstone Phase 8
- Lots 17 through 19, Block 17, Creekstone Phase 8
- Lot 1, and Lots 14 through 22, Block 18, Creekstone Phase 8
- Lots 1 through 21, Block 19, Creekstone Phase 8
- Lots 1 through 7, Block 20, Creekstone Phase 8

Full Legal Description: Set forth on attached Exhibit A

Assessor's Tax Parcel No.: Set forth on attached Exhibit B.

1-0989-207-0014-001; 002; 003; 004; 005



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11/05/2003 03:29P
28.00 Benton County

BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CREEKSTONE PHASE 1

THIS AGREEMENT AS TO BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSTONE, PHASE 8 ("Builder's CC&Rs") is made this 29th day of October, 2003, by NNP-CREEKSTONE, LLC, a Delaware limited liability company, duly authorized to transact business in the State of Washington ("Seller"), and HAYDEN ENTERPRISES, INC., a Washington corporation ("Builder").

RECITALS

A. Builder entered into that certain Lot Purchase Agreement dated January, 2003 ("Purchase Agreement"), with Seller for the purchase of Lots 1 through 6, Block 14; Lot 1, Block 15; Lots 17 through 19, Block 17; Lot 1 and Lots 14 through 22, Block 18; Lots 1 through 21, Block 19; and Lots 1 through 7, Block 20 (the "Lots") in Creekstone, Phase 8, Benton County, Washington, the legal description of which is set forth on the cover page of these Builder's CC&Rs.

B. Creekstone, Phase 8 is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Creekstone recorded February 7, 2001, under Auditor's File No. 2001-003088, Benton County, Washington, as amended from time to time (the "Declaration"); First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Creekstone recorded June 14, 2002, under Auditor's File No. 2002-023435; Amendment to the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Creekstone recorded January 7, 2003. Among other things, the Declaration imposes upon Builder requirements to obtain approvals from Seller in connection with Builder's development of and construction on the Lot, requirements to comply with Seller's Development Standards (and Builder hereby acknowledges receipt of a copy of such Development Standards) and other requirements as more particularly set forth in the Declaration.

C. The Purchase Agreement also imposes upon Builder requirements and obligations in connection with the development of and construction on the Lot.



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28.00 Benton County

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants of the parties set forth herein, Seller and Builder agree as follows:

AGREEMENTS

1. **Builder's Obligations.** In connection with Builder's development of the Lot and Builder's construction of a residence and improvements on or under the Lot related thereto, Builder shall comply with all applicable terms, conditions, provisions, agreements, requirements and obligations of the Declaration, Seller's Development Standards and the Purchase Agreement. This includes, without limitation:

- (a) Builder's obligations to secure governmental approvals and other approvals and permits in connection with Builder's development and construction;
- (b) provision for a warranty and service program to cover Builder's construction of the residence and improvements;
- (c) obtaining approval by Seller of all preliminary, final or revised plans or applications for all construction of any improvements on or adjacent to the Lot;
- (d) compliance with model home restrictions;
- (e) compliance with provisions as to grading, erosion control and maintenance of the Lot;
- (f) compliance with requirements as to the use of Seller's project names;
- (g) conveyance of easements when required; and
- (h) compliance with restrictions on resale of the Lot, other than to homebuyers.

2. **Release.** Upon the resale of the Lot subject to the Builder's CC&Rs to a home buyer, if Builder is not then in default under these Builder's CC&Rs with respect to the Lot being sold, Seller shall execute and deliver to Builder, or to the closing escrow for such resale, a release in recordable form, releasing the Lot from the lien, agreements, requirements, and



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FRONTIER TITLE & ESC COV

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obligations of these Builder's CC&Rs. The Lot released from these Builder's CC&Rs shall remain subject to the Declaration. The terms of the Declaration shall control over the terms of the Builder's CC&Rs, and a release from the Builder's CC&Rs shall not constitute a release from or satisfaction of any of the terms of the Declaration, even with respect to similar provisions in the Declaration and the Builder's CC&Rs. In the event of a resale of the Lot by Builder to a home buyer where Seller has not released the Lot from these Builder's CC&Rs because of noncompliance with a term or terms thereof, Seller shall release the Lot from the Builder's CC&Rs in the manner above provided when such noncompliance has been cured and Seller has been provided with evidence of such cure.

3. General and Miscellaneous Provisions.

(a) **Time Is of the Essence.** Time is expressly made of the essence of each provision of these Builder's CC&Rs.

(b) **Notices.** Any notice required or permitted under these Builder's CC&Rs shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

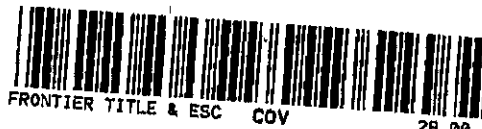
To Seller: NNP-Creekstone, LLC
c/o Newland Communities
16701 S.E. McGillivray Boulevard, Suite 150
Vancouver, Washington 98683
Attention: Davis Wood, Jr.

With a copy to:

NNP-Creekstone, LLC
Newland Communities
2839 W. Kennewick Avenue #393
Kennewick, Washington 99336
Attention: Gary S. Warden

To Builder: Hayden Enterprises, Inc.
C/o Hayden Homes,
2622 SE Glacier Place, Suite 110
Redmond, OR 97956
Attention: Hayden Watson

(c) **Attorney Fees.** In the event any controversy or claim arises under these Builder's CC&Rs, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses that it may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, expert witness and consulting



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fees, discovery depositions, whether or not introduced into evidence in the trial, hearing or further proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken therefrom.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(e) **Governing Law.** These Builder's CC&Rs shall be construed in accordance with and governed by the laws of the State of Washington. The parties agree to venue in Benton County, State of Washington.

(f) **Severability.** If any portion of these Builder's CC&Rs shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(g) **Counterparts.** These Builder's CC&Rs may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

(h) **Number, Gender and Captions.** In construing these Builder CC&Rs, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply generally to one or more individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Builder's CC&Rs.

(i) **Binding Effect.** The covenants, conditions and terms of these Builder's CC&Rs shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.



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IN WITNESS WHEREOF, the undersigned parties have executed these Builder's CC&Rs as of the date first written above.

SELLER:

BUILDER:

NNP-CREEKSTONE, LLC,
a Delaware limited liability company

HAYDEN ENTERPRISES, INC.,
a Washington corporation

By:
Davis Wood, Jr., Vice President

By:

Name: Shawn A Holm

By:
Holly Ibsrg, Assistant Vice President

Title: UP - Finance.



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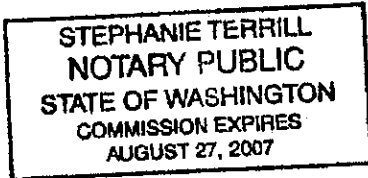
FRONTIER TITLE & ESC COV

28.00 Benton County

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 31st day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Washington duly sworn, personally appeared Davis Wood, Jr., to me known to be the Vice President of NNP-Creekstone, LLC the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

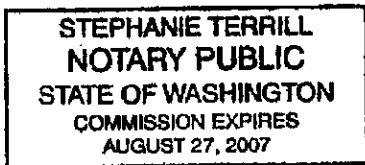


Stephanie Terrill
Notary Public in and for the State of Washington
Residing at: Vanouver WA
My commission expires: August 27, 2007

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 29th day of October, 2003, before me, the undersigned, a Notary Public in and for the State of Washington duly sworn, personally appeared Holly Iburg, to me known to be the Assistant Vice President of NNP-Creekstone, LLC the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Stephanie Terrill
Notary Public in and for the State of Washington
Residing at: Vanouver WA
My commission expires: August 27, 2007



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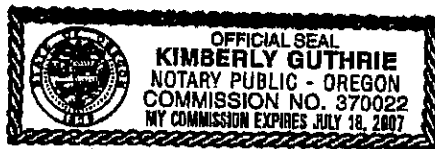
FRONTIER TITLE & ESC COV

28.00 Benton County

STATE OF OREGON)
) ss.
County of Oregon)

On this 3 day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon duly sworn, personally appeared Shawn O Holm to me known to be the U.P. of Finance of Hayden Enterprises, Inc., the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Kimberly Guthrie
Notary Public for the State of Oregon
My commission expires: 7-18-2007



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FRONTIER TITLE & ESC COV

28.00 Benton County

EXHIBIT A

Full Legal Description

Lots 1 through 6, Block 14; Lot 1, Block 15; Lots 17 through 19, Block 17; Lot 1 and Lots 14 through 22, Block 18; Lots 1 through 21, Block 19; and Lots 1 through 7, Block 20, CREEKSTONE PHASE 8, according to the plat thereof recorded in Volume 15 of plats, Page 208, records of BENTON County, Washington.

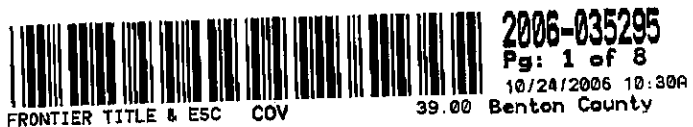


EXHIBIT B

Assessor's Tax Parcel No.(s)

- | | |
|---------------------|---------------------|
| 1-0989-207-0014-001 | 1-0989-207-0019-005 |
| 1-0989-207-0014-002 | 1-0989-207-0019-006 |
| 1-0989-207-0014-003 | 1-0989-207-0019-007 |
| 1-0989-207-0014-004 | 1-0989-207-0019-008 |
| 1-0989-207-0014-005 | 1-0989-207-0019-009 |
| 1-0989-207-0014-006 | 1-0989-207-0019-010 |
| 1-0989-207-0014-004 | 1-0989-207-0019-011 |
| 1-0989-207-0015-001 | 1-0989-207-0019-012 |
| 1-0989-207-0017-017 | 1-0989-207-0019-013 |
| 1-0989-207-0017-018 | 1-0989-207-0019-014 |
| 1-0989-207-0017-019 | 1-0989-207-0019-015 |
| 1-0989-207-0018-001 | 1-0989-207-0019-016 |
| 1-0989-207-0018-014 | 1-0989-207-0019-017 |
| 1-0989-207-0018-015 | 1-0989-207-0019-018 |
| 1-0989-207-0018-016 | 1-0989-207-0019-019 |
| 1-0989-207-0018-017 | 1-0989-207-0019-020 |
| 1-0989-207-0018-018 | 1-0989-207-0019-021 |
| 1-0989-207-0018-019 | 1-0989-207-0020-001 |
| 1-0989-207-0018-020 | 1-0989-207-0020-002 |
| 1-0989-207-0018-021 | 1-0989-207-0020-003 |
| 1-0989-207-0018-022 | 1-0989-207-0020-004 |
| 1-0989-207-0019-001 | 1-0989-207-0020-005 |
| 1-0989-207-0019-002 | 1-0989-207-0020-006 |
| 1-0989-207-0019-003 | 1-0989-207-0020-007 |
| 1-0989-207-0019-004 | |

3900



RECORDING REQUESTED BY
AND, WHEN RECORDED, MAIL TO:

NNP-Creekstone, LLC
c/o Newland Communities
2839 West Kennewick Avenue PMB #393
Kennewick, Washington 99336

FRONTIER TITLE CO.
BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CREEKSTONE PHASE 8

Grantor: TANNINEN CONSTRUCTION, INC.

Grantee: NNP-CREEKSTONE, LLC

Legal Description (abbreviated):

- Lot 1, Block 15, Creekstone Phase 8
- Lots 17-19, Block 17, Creekstone Phase 8
- Lots 1, 15-22, Block 18, Creekstone Phase 8
- Lots 1-3, 18-21, Block 19, Creekstone Phase 8

Full Legal Description: Set forth on attached Exhibit A.

Assessor's Tax Parcel No(s):	1-0989-207-0015-001	1-0989-207-0018-020
	1-0989-207-0017-017	1-0989-207-0018-021
	1-0989-207-0017-018	1-0989-207-0018-022
	1-0989-207-0017-019	1-0989-207-0019-001
	1-0989-207-0018-001	1-0989-207-0019-002
	1-0989-207-0018-015	1-0989-207-0019-003
	1-0989-207-0018-016	1-0989-207-0019-018
	1-0989-207-0018-017	1-0989-207-0019-019
	1-0989-207-0018-018	1-0989-207-0019-020
	1-0989-207-0018-019	1-0989-207-0019-021

BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CREEKSTONE PHASE 8

THIS AGREEMENT AS TO BUILDER'S COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSTONE PHASE 8 ("Builder's CC&Rs") is made this 15th day of September, 2006, by NNP-CREEKSTONE, LLC, a Delaware limited liability company, duly authorized to transact business in the State of Washington ("Seller"), and TANNINEN CONSTRUCTION, INC. a Washington corporation ("Builder").

RECITALS

A. Builder entered into that certain Lot Purchase Agreement dated September 14th, 2006 ("Purchase Agreement"), with Seller for the purchase of twenty (20) lots (the "Lots" or, singular, a "Lot") in Creekstone Phase 8, Benton County, Washington ("Creekstone Phase 8"), the legal description of which is set forth in Exhibit A attached hereto and by this reference incorporated herein.

B. Creekstone Phase 8 is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Creekstone, recorded February 7, 2001, under Auditor's File No. 2001-003088, Benton County, Washington, as amended (the "Declaration"). Among other things, the Declaration imposes upon Builder requirements to obtain approvals from the New Construction Committee in connection with Builder's development of and construction on the Lots, requirements to comply with Seller's development standards and guidelines (and Builder hereby acknowledges receipt of a copy of such development standards and guidelines) and other requirements as more particularly set forth in the Declaration.

C. The Purchase Agreement also imposes upon Builder requirements and obligations in connection with the development of and construction on the Lots.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants of the parties set forth herein, Seller and Builder agree as follows:

AGREEMENTS

1. **Builder's Obligations.** In connection with Builder's development of the Lots and Builder's construction of residences and improvements on or under the Lots related thereto, Builder shall comply with all applicable terms, conditions, provisions, agreements, requirements and obligations of the Declaration, Seller's development standards and guidelines and the Purchase Agreement. This includes, without limitation:

- (a) securing all governmental approvals and other approvals and permits in connection with Builder's development and construction;
 - (b) obtaining approval by the New Construction Committee of all final plans and specifications for all construction of any improvements on or adjacent to a Lot prior to the closing of the sale of that Lot from Seller to Builder, and following closing, obtaining approval of the New Construction Committee of any revisions or modifications of the approved final plans and specifications prior to commencement of construction on that Lot;
 - (c) compliance with model home and merchandising requirements;
 - (d) payment to Seller of the Marketing Program Fee at the close of escrow upon the resale of a Lot to a home buyer, and compliance with Seller's marketing program and marketing requirements;
 - (e) compliance with provisions as to grading, erosion control and maintenance of the Lots;
 - (f) compliance with construction and installation requirements, including pre-wiring specifications;
 - (g) compliance with requirements as to the use of Seller's project names;
 - (h) conveyance of easements when required;
 - (i) compliance with federal and state land sales acts, laws and regulations;
- and
- (j) compliance with restrictions on resale of Lots, other than to home buyers.

2. **Release.** Upon the resale of a Lot subject to these Builder's CC&Rs to a home buyer, if Builder is not then in default under these Builder's CC&Rs with respect to the Lot being sold, Seller shall execute and deliver to Builder, or to the closing escrow for such resale, a release in recordable form, releasing the subject Lot from the lien, agreements, requirements, and obligations of these Builder's CC&Rs. The release of such Lot from these Builder's CC&Rs shall constitute a partial release only and shall not affect the other Lots subject to these Builder's CC&Rs, which shall remain subject thereto. Lots released from these Builder's CC&Rs shall remain subject to the Declaration. The terms of the Declaration shall control over the terms of these Builder's CC&Rs, and a release from these Builder's CC&Rs shall not constitute a release from or satisfaction of any of the terms of the Declaration, even with respect to similar provisions in the Declaration and these Builder's CC&Rs. In the event of a resale of a Lot by Builder to a home buyer where Seller has not released the Lot from these Builder's CC&Rs because of noncompliance with a term or terms thereof, Seller shall release

the Lot from these Builder's CC&Rs in the manner above provided when such noncompliance has been cured and Seller has been provided with evidence of such cure.

3. General and Miscellaneous Provisions.

(a) **Time Is of the Essence.** Time is expressly made of the essence of each provision of these Builder's CC&Rs.

(b) **Notices.** Any notice required or permitted under these Builder's CC&Rs shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

To Seller: NNP-Creekstone, LLC
2839 West Kennewick Avenue PMB #393
Kennewick, Washington 99336
Attention: Mary Ruby

To Builder: Tanninen Construction, Inc.
P.O. Box 5700
Kennewick, Washington 99336
Attention: Bruce Tanninen

(c) **Attorney Fees.** In the event any controversy or claim arises under these Builder's CC&Rs, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses that it may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions, whether or not introduced into evidence in the trial, hearing or further proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken therefrom.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause. Without limiting the generality of the foregoing provision if, notwithstanding noncompliance with a term or terms of these Builder's CC&Rs, a Lot is released therefrom, Seller need not release any other Lot or Lots from these Builder's CC&Rs if there is then noncompliance with the same or similar term or terms.

(e) **Governing Law.** These Builder's CC&Rs shall be construed in accordance with and governed by the laws of the State of Washington. The parties agree to venue in Benton County, State of Washington.

(f) **Severability.** If any portion of these Builder's CC&Rs shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(g) **Counterparts.** These Builder's CC&Rs may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

(h) **Number, Gender and Captions.** In construing these Builder CC&Rs, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply generally to one or more individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Builder's CC&Rs.

(i) **Binding Effect.** The covenants, conditions and terms of these Builder's CC&Rs shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

STATE OF WASHINGTON)
County of Benton) ss.

I certify that I know or have satisfactory evidence Bruce Tanninen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as President of Tanninen Construction, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 15, 2006.

Leslie Ann Lumley
Notary Public in and for the State of Washington
Residing at: Kennecook, WA
My appointment expires: 06/19/2010





2006-035295

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10/24/2006 10:30A
Benton County

FRONTIER TITLE & ESC COV

39.00

EXHIBIT A

[Legal Description of Lots in Creekstone Phase 8]

Creekstone Phase 8, Block 15, Lot 1, Block 17, Lots 17-19, Block 18, Lots 1, 15-22, Block 19, Lots 1, 3-18, according to the Plat thereof recorded in Volume 15 of Plats, Page 208, records of Benton County, Washington

Legal Description of Lots

H:\Sales\Builder's CC&Rs\Tanninen\Farm\Builder's CCRs\Multiple Lots Tanninen Ph 8.doc