

AFTER RECORDING RETURN TO:

Jordan Ramis PC
Two Centerpointe Dr Ste 600
Vancouver, WA
(51893-71648 – LDM)

This space is reserved for recorder's use.

COVENANT FOR FRONT YARD LANDSCAPING

GARRISON CREEK, LLC, a Washington limited liability company ("Owner"), as owner of Lots 1 through 39, Villages of Garrison Creek P.U.D. Phase IX, legally described on Exhibit A attached hereto and incorporated herein by reference (the "Burdened Property"), hereby covenants and declares to THE VILLAGES OF GARRISON CREEK MASTER PROPERTY MANAGEMENT ASSOCIATION, a Washington non-profit corporation, (the "Association"), as follows:

WHEREAS, the Association is the owner of common area Tracts A through E of Villages of Garrison Creek P.U.D. Phase IX, and other nearby properties, and will maintain them for the benefit of the current and future owners of the Burdened Property; and

WHEREAS, Owner desires that the front yard areas on the Burdened Property be professionally maintained consistent with the standards of the aforementioned common area tracts; and

WHEREAS, the parties believe it would be most efficient and prudent for the Association to also maintain the front yard landscaping on the Burdened Property;

The Parties therefore agree that:

1. Installation of Landscaping and Irrigation. Owner agrees to install front yard landscaping and irrigation consistent with the Land Use Standards for Landscaping published by the Association. Corner lots are deemed to have two front yards.
2. Maintenance of Landscaping and Irrigation. Following installation of front yard landscaping and irrigation on each lot of the Burdened Property, the Association agrees to maintain the front yard landscaping and irrigation, consistent with the Land Use Standards for Landscaping published by the Association.



3. Assessment for Maintenance of Landscaping and Irrigation. The Association agrees to assess each lot owner of the Burdened Property for front yard landscape and irrigation maintenance in accordance with Section 5(e) of the Association's Restated Declaration of Conditions, Covenants and Restrictions for the Villages at Garrison Creek, recorded on September 18, 2002 at AFN 2002-10482, and Owner agrees to pay the assessments when due.

4. Enforcement. The foregoing covenants, conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages by the Owner and the Association. A failure to enforce any provision of these conditions, covenants or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

5. Successors and Assigns. The foregoing covenants, conditions and restrictions shall run with the land be binding upon and inure to the benefit of all parties and persons including heirs, successor and assigns claiming under them, and for the benefit of and limitations of all future owners of the Burdened Property for the benefit of the Burdened Property and the Association.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 13th day of January, 2016.

Owner

GARRISON CREEK, LLC., a Washington limited liability company

By: [Signature]

Name: Dennis Pahlisch

Title: Managing Member

Association:

THE VILLAGES OF GARRISON CREEK MASTER PROPERTY MANAGEMENT ASSOCIATION, a Washington non-profit corporation

By: [Signature]

Name: Cassandra Siegal

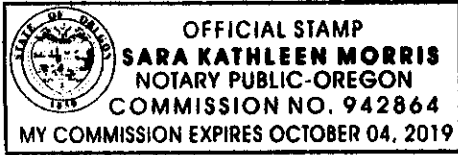
Title: President of Master Property Mgt Assoc

Acknowledgements appear on the following page



STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on this 13 day of January, 2016, by Dennis Pahlisch as _____ of GARRISON CREEK, LLC., a Washington limited liability company.

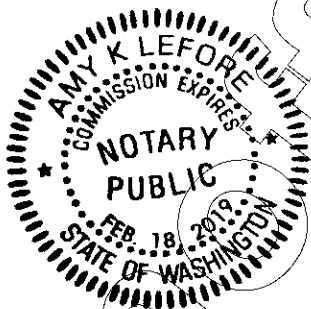


Sara K. Morris
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/4/2019

STATE OF WASHINGTON)
) ss.
COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that Cassandra Siegal 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 the instrument and acknowledged it as the President of THE VILLAGES OF GARRISON CREEK MASTER PROPERTY MANAGEMENT ASSOCIATION, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3rd day of December, 2015.



Amy D. Lefore
Notary Public for the State of Washington
My Commission Expires: Feb. 18, 2019



EXHIBIT A

(Burdened Property)

Lots 1 through 39, Villages of Garrison Creek P.U.D. Phase IX, in the East Half of the Northeast Quarter of Section 36, Township 7 North, Range 35 East, Willamette Meridian, City of College Place, Walla Walla County, Washington, recorded on September 2, 2015 in Book 7, Page 81, as AFN 2015-07745.

Unofficial Copy