

After Recording Return To:
James K. Hayner
Minnick-Hayner
P.O. Box 1757
Walla Walla, WA 99362

**RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE VILLAGES OF GARRISON CREEK**

GRANTORS: WALLA WALLA VALLEY DEVELOPMENT, LLC, a Washington limited liability company
PHASE FIVE DEVELOPMENT, LLC, a Washington limited liability company

GRANTEES: THE VILLAGES OF GARRISON CREEK
THE PUBLIC

LEGAL DESCRIPTION: Phase I through VI of The Villages of Garrison Creek Planned Unit Developments and Lot D of Short Plat recorded in Volume 2 of Short Plats at Page 163

TAX PARCEL NUMBER(S): 35-07-36-79-0001 35-07-36-79-0002 35-07-36-79-0003 35-07-36-79-0004
35-07-36-79-0005 35-07-36-79-0006 35-07-36-79-0007 35-07-36-79-0008
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35-07-36-96-0026 35-07-36-96-0027 35-07-36-92-0028 35-07-36-96-0029 35-07-36-96-0030 35-07-36-96-0031
35-07-36-92-0032 35-07-36-96-0033 35-07-36-96-0034 35-07-36-96-0035 35-07-36-92-0036 35-07-36-96-0037
35-07-36-96-0038 35-07-36-96-0039 35-07-36-96-0040 35-07-36-96-0041 35-07-36-13-0019 35-07-36-11-0044

RELATED DOCUMENT NO: 9612061 (Prior Declaration superseded herein)

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RECITALS:

This document is a restatement of the Declaration of Restrictive Covenants of The Villages of Garrison Creek, as originally dated December 4, 1996 and recorded under Auditor's File No. 9612061 in Volume 246 at Page 2209, records of Walla Walla County, Washington.

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS SUPERSEDES AND REPLACES THE PRIOR DECLARATION FOR ALL PURPOSES.

This restatement and amendment has been approved by ninety percent (90%) of the Owners of all lots, units, or planned units, as required by Article X of the original Declaration.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Grantors (as identified on Page 1) are the owners in fee simple of the remaining unsold portions of all real property located in Walla Walla County, Washington, to be known as THE VILLAGES OF GARRISON CREEK ("The Villages"). The property of The Villages has previously been made subject to this Declaration, and the Owner hereby makes all lands described in Exhibit "A" subject to the following protective covenants, reservations, and restrictions of record.

1. General Plan: The Owner does hereby establish a general plan for the improvement and development of The Villages, as legally described on Exhibit "A," attached hereto and incorporated herein by reference, and do hereby establish covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions thereof as shown on the subdivision shall be improved, sold, conveyed, or used.

2. Phases: The Owner owns real property described on Exhibit "A." A portion of the land has previously been developed in phases for single family residential living, multi-family residential living, or a nursing home. The remaining portion of the property will be developed for residential living, with one portion of the real property being developed as commercial. The entire 95 acres is located between Larch Avenue and Myra Road. All

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land described in Exhibit "A" shall become part of The Villages, subject to these restrictive covenants.

3. Effect of Covenants: The covenants, conditions, reservations, and restrictions placed on the land herein are to run with the land and shall be binding upon all parties and upon all persons owning lots, residential units, or any interest in any real property, and these covenants shall inure and pass with each and every parcel of land or unit and shall bind the respective successors-in-interest of the present owners thereof and shall also be for the benefit of The Villages of Garrison Creek Property Management Association (the "Association"). The Association is a non-profit corporation which has been incorporated and given the power to enforce these covenants to the same extent and degree as would an owner within The Villages and for the purposes of holding title to all common areas.

4. Duration: These Reservations and Restrictive Covenants shall continue in full force and effect perpetually unless otherwise amended as hereinafter provided.

5. Property Management Association: Every person or entity acquiring an interest as a Contract Purchaser or record owner of a fee interest in a lot or unit covered by this Declaration shall automatically become a member of the Association and shall be bound by the rules, regulations, and Bylaws of the Association, as established by its Board of Directors. The benefits of membership in the Association are covenants running with the land, and membership in the Association will be terminated only by selling the ownership interest in the lot or unit which created membership rights. The membership of each owner shall be appurtenant to the lot or living unit giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way, except upon the transfer of title to said lot or unit, and then only to the transferee of title.

(a) Voting: Each member of the Association shall have one (1) vote with respect to each lot or living unit owned. A husband and wife shall be considered as being one (1) member. If an individual has a fee interest or Contract Purchaser's interest in more than one(1) lot, that person shall be entitled to one (1) vote for each lot.



Declarant shall have one vote for each lot, living unit, or proposed living unit; for these purposes, "proposed living unit" shall be defined as the number of living units approved by the municipality to be developed for residential purposes, it being understood that there are presently approximately 418 living units proposed to be available within the planned unit development. Declarant shall continue to hold the voting rights with respect to all land, lots, and residences, and proposed living units for which it remains in title.

If more than one (1) individual has a fee interest in one (1) or more lots, the persons owning the lots shall designate which of them shall have the right to cast the vote(s) for the lot(s) at membership meetings. In the event the joint owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on all matters in question.

Persons holding at least 75 residential units shall be required to be present at any meeting of homeowners before any action taken at such meeting shall be valid. Action shall be valid only if all members have been given notice of the meeting. Action approved by a majority of members voting at any Association meeting shall be valid.

Phase 3 has been developed as a nursing home, and it shall have one (1) vote. The owners of all other lots or residential units shall have one (1) vote per unit.

(b) Bylaws: Bylaws for the administration of the Association and the property and for other purposes not inconsistent with these protective covenants shall be adopted.

(c) Board of Directors: The Board of Directors of the Association is empowered to adopt, amend, and revoke, on behalf of the Association, detailed administrative rules and regulations necessary or convenient from time to time to assure compliance with the general guidelines of these restrictive covenants, and to promote the comfortable use and enjoyment of the planned unit development. These restrictive covenants, the bylaws, and the rules and regulations of the Association



shall be binding upon all owners and occupants and all persons claiming any interest in any residential property within the planned unit development. The Board shall have the power and duty to enforce provisions of this Declaration, the articles of incorporation, the bylaws, and the rules and regulations of the Association as they may be lawfully amended from time to time for the benefit of the homeowners.

The Board of Directors shall consist of seven (7) members. Five (5) of the Directors shall be elected by the owners/members. The Declarant/Owner shall appoint two (2) Directors. Each Director shall be appointed or elected for a one (1) year term. Directors need not be members of the Association nor residents of the State of Washington.

(d) Separate Villages: It is acknowledged that separate villages within the planned unit development will require different governance, rules, and regulations. The members of each village, the legal description of which will be defined by plat or subdivision, shall have the right to separately govern the issues which are solely related to the lots and ownership within that village. Each village shall have the right to establish bylaws for the administration of the property within that village, provided that such rules and regulations are not inconsistent with these protective covenants.

(e) Dues and Assessments: In order to govern, manage and maintain the Homeowners Association, to provide improvements and to carry out the objectives of the Association, each lot owner and contract purchaser, his or her heirs, successors and assigns, shall, and do, by accepting a Deed or entering into a contract of sale as vendee of property covered by this Declaration, jointly and severally agree that each shall pay to the Association the dues, assessments and charges levied by such Association. The manner of such levy shall be set forth in the Articles of Incorporation of the Master Property Management Association. The amount of any assessment, plus interest, costs and attorney fees, shall be a lien upon each lot in the event of the failure of a lot owner to pay the same, and may be foreclosed and collected as provided in the Bylaws of the Association. A lien upon each lot for dues



and assessments shall be subordinate to the lien of any first mortgage holder, as set forth in Section 9 following.

6. Architectural Review:

(a) Approval Required: Before any construction is commenced on any lot and before any exterior alterations are made to any existing structures or before any substantial landscaping is commenced or changed, a copy of the architectural plans and specifications and the site plan of the proposed structure and its location or proposed exterior alterations and/or the complete landscape plan shall be submitted to the Architectural Review Committee. Such construction or alteration shall not be started until approval in writing has been given by the Architectural Review Committee. The Architectural Review Committee shall have the power and authority to refuse to approve any design, finish, method of painting, or color of any proposed construction or alteration or the planting material design or installation of any landscaping which is not compatible to other homes within the area or within the village, or with respect to the master development plan of the planned unit development. The Architectural Review Committee shall consider the aesthetic compatibility of the proposed construction or alteration, and in so passing upon any design, finish, painting, or color, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed structure, the material of which it is to be built, the site upon which it is proposed to be erected, the harmony with other buildings and surroundings, the effect on the outlook of the adjacent or neighboring property, its relationship to green belts, streets, and walkways, and any and all other factors which, in the opinion of the Committee, shall affect the desirability and suitability of any such proposed structure and its location on the site, or any improvement or alteration.

The Architectural Review Committee may require a bond or other surety to be placed by an owner to guarantee that such owner completes the proposed construction in a timely and complete manner as approved by the Committee. The



amount and nature of such surety shall be entirely within the discretion of the Architectural Review Committee, it being understood that the Committee shall act in this capacity as protector of the covenants for the benefit of all owners of property within the planned unit development.

(b) Committee Membership: The initial members of the Architectural Review Committee shall consist of Douglas Botimer, Robert Rugar, and Norm McKibben. Each of the initial members (and their respective successors) shall be entitled to appoint or replace his own successor. If any member becomes unable or unwilling to continue and does not appoint a successor, the remaining two (2) members of the Committee shall appoint a successor. If all three (3) members are unable or unwilling to continue and have not named their successors, then a committee of three (3) shall be elected by the members of the Association.

The Committee shall adopt comprehensive architectural review standards, rules, and regulations which will include the manner and method by which members of the Review Committee shall be replaced, appointed, or elected. Such architectural standards shall be binding upon all owners in The Villages. The members of the Architectural Review Committee shall be replaced, appointed, and elected pursuant to the rules established by such committee, and shall not be subject to vote, selection, or appointment by the Association or by members thereof.

(c) Liability: No Architectural Review Committee member shall be held responsible or liable for covenant violations by lot owners nor shall the Committee be liable for design and plan approvals that have been given after due consideration. The Property Management Association shall indemnify and hold harmless any member of the Architectural Review Committee from any expenses, costs, judgments, amounts paid in settlement, fines, attorney fees, claims, causes of action, and any other such expenses incurred by the Committee member if such member acted in good faith, in the best interests of the Association, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct was unlawful.

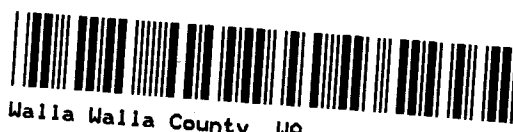


7. Land Use: The Architectural Review Committee shall establish standards within the planned unit development and by area designated as villages or lot developments. Such standards, together with rules and regulations, shall be published and available for inspection at any time. The standards, among other things, shall include rules and regulations which include but are not limited to the following issues:

(a) *Residential property*:

- (1) Height and size of residences and/or living units;
- (2) Areas in which single family detached residences shall be allowed as well as attached multi-family residences;
- (3) Building locations and set-back lines;
- (4) Construction time;
- (5) Parking areas and garages;
- (6) Storage of vehicles, including recreational vehicles and trailers;
- (7) Walls, fences, and plantings;
- (8) Landscaping and vegetation;
- (9) Exterior lighting;
- (10) Communication dishes and antennas;
- (11) Pets allowed;
- (12) Signs and commercial uses and operations;
- (13) Use of streets, walkways, common areas, and green belts; and
- (14) Bond or other surety to guarantee construction as approved.

(b) *Nursing Home*: Phase 3 of the land subject to the Declaration has been developed as a nursing home. The owners of the nursing home shall have one (1) vote for all purposes. The Association shall have no control over the operation of the nursing home or the development of the land within such phase. It is recognized that the land within Phase 3 shall be responsible for and contribute to the expenses and



maintenance of any common property, including streets, water and sewer utilities, and walking paths. The owners of the nursing home will contribute to the maintenance according to the total land area within their phase, as compared to the total land area subject to the Declaration. The land within the nursing home phase shall not be responsible for any dues and assessments for operation of the Association or for the maintenance of any areas used solely for the residents of the planned unit development, residential areas, and commercial areas, including park areas, green belts, etc.

(c) *Commercial Property*: It is recognized that along the eastern boundary of the planned unit development, land may be developed commercially. The Property Management Association shall have no control over the development of such land; its development shall be solely within the power of the developers/land owners. It is recognized that any commercial land shall be responsible for and contribute to the expenses of maintenance of any common property, including streets, water and sewer utilities, and walking paths. The commercial property will contribute to said maintenance according to the total land area within such commercial area as compared to the land area within residential areas. The allocation for such expenses shall be equally based upon land area. The land within commercial areas shall not be responsible for any dues and assessments for other operations of the Property Management Association or for the maintenance of any areas used solely by the residents of the planned unit development, including park areas, green belts, etc.

8. Easements: Public utility easements as dedicated in the plat shall be for the purpose of construction and maintenance of irrigation, water and sewer lines, power and telephone lines, access as noted, and such other public utility services as may be provided; there shall be no encroachments upon any easements in any manner.

9. Protection of Mortgage Holders: The lien of the dues and assessments established pursuant to Section 5(e) above shall be superior to any mortgage or other lien,

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except first mortgage interests. No mortgagee shall be responsible for collecting assessments. Nevertheless, mortgagees shall be responsible for payment of all assessments which become due as of the date of acquisition of ownership by such mortgagee by sheriff's sale in an action of judicial foreclosure, the date of the trustee's sale in a non-judicial foreclosure, or the date of recording of a Declaration of forfeiture and proceeding by the vendor under a real estate contract. Furthermore, unless specifically prohibited by the rules of the lender, such mortgagee shall be responsible for any liens as a result of assessments for common expenses (excluding any amounts for capital improvements) based upon a periodic budget adopted by the Association, which lien represents assessments which had become due within the six (6) months immediately prior to the date on which the mortgage holder acquired ownership.

10. Enforcement: Each lot owner, by acceptance of a deed, grants to the Architectural Review Committee power of attorney on the lot owner's behalf to take action necessary to remedy any specific violation of these covenants, whether it shall require the removal or razing of improvements, the completion of improvements according to plans, or hiring contractors to do work. The cost of any such remediation shall constitute a special assessment against such lot and owner for which the work is completed and shall be enforced as any other assessment levied against property under the terms of this Declaration.

In addition, the Architectural Review Committee, the owners of any land made subject to this Declaration, and the Board of Directors of the Property Management Association, or any of them, jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms of this Declaration or prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and costs incurred in such litigation. If the Architectural Review Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for the payment of all attorney fees and costs; and when such damages, fees, and costs are assessed, the same shall

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become a judgment in favor of the plaintiff or the Architectural Review Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintainable without foreclosing or waiving the lien securing the same. In the alternative, the holder of such money judgment shall be entitled to foreclose the lien in the same manner as is provided for the foreclosure of mechanics' and materialmen's liens under the laws of the State of Washington, Chapter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the taxable costs permitted by law.

11. Amendments: Any owner may propose amendments to this Declaration to the Board of Directors of the Association. The Board of Directors must approve such amendment by a majority vote before such amendment is proposed to the owners, and further provided that the two (2) members of the Board of Directors who are appointed by the Declarant/Owner must have voted in favor of the amendment before it may be submitted to the owners. If the Directors appointed by the Declarant/Owner approve the amendment, together with other Directors who in total represent a majority of the Board, then such amendment shall be presented to the members of the Association for their consideration. The amendment may be submitted for consideration in written form or by the calling of a special meeting. Actual notice must be given to each member before an amendment may be adopted.

This Declaration can be amended only by an affirmative vote of a majority of the Board of Directors, which majority includes both Board members who have been appointed by the Declarant/Owner and an affirmative vote of owners who hold at least two-thirds (2/3) of all votes in the Association.

Once an amendment has been properly adopted by the owners, it shall become effective when it is executed and certified on behalf of the Property Management Association, signed by the President thereof, and signed by at least two of the members of

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Walla Walla County, WA

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the Architectural Review Committee, and is then recorded with the Auditor of Walla Walla County, Washington. Any amendment which does not meet the specific criteria established herein shall be null and void.

12. Severability: In the event that any provision of this Declaration conflicts with any law or is declared to be void, such invalid provision shall not affect any other provisions of this Declaration, and the same shall remain in full force and effect.

DATED this _____ day of _____, 2002.

DECLARANT/OWNER

WALLA WALLA VALLEY DEVELOPMENT,
LLC, a Washington limited liability company

By: BOTIMER & ASSOCIATES, INC., a Washington
corporation, Member

By: Douglas A. Botimer
Douglas A. Botimer, Manager

By: HOMEWARD BOUND, a Washington
limited partnership, Member

By: R.L. R General Partner
Robert L. Rugar, General Partner

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Walla Walla County, WA

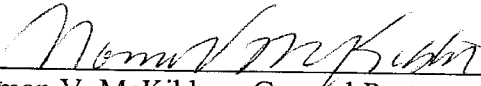
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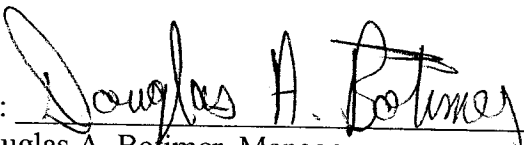
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By: McKIBBEN FAMILY LIMITED
PARTNERSHIP, a Washington limited
partnership, Member

By: 
Norman V. McKibben, General Partner

PHASE FIVE DEVELOPMENT, LLC, a
Washington limited liability company

By: WALLA WALLA VALLEY DEVELOPMENT,
LLC, a Washington limited liability company,
Member

By: 
Douglas A. Bommer, Manager

By: MILLENIUM PROPERTIES DEVELOPMENT,

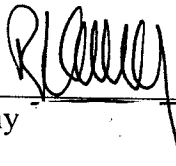
By:  (Owner)
Bernard Lamy



EXHIBIT "A"

Legal Description

Lots 1 through 19 of Phase I of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 under Auditor's File No. 9702094, records of Walla Walla County, Washington; and

Lots 20 through 43 of Phase II of the final plat of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 under Auditor's File No. 9809534, records of Walla Walla County, Washington; and

Phase III of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-43 under Auditor's File No. 9809534, records of Walla Walla County, Washington; and

Phase IV of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-60 under Auditor's File No. 9912668, records of Walla Walla County, Washington; and

Lots 47 through 73 of Phase V of the final plat of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 under Auditor's File No. 9909525, records of Walla Walla County, Washington; and

Lots 74 through 114 of Phase VI of the final plat of The Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded in Volume 6 of Roll Files at Page C-5 under Auditor's File No. 0009959, records of Walla Walla County, Washington; and

Lot D of Short Plat recorded October 31, 1991 in Volume 2 of Short Plats at Page 163 under Auditor's File No. 9107738, records of Walla Walla County, Washington; EXCEPTING THEREFROM the following described tracts:

- 1) Villages of Garrison Creek Planned Unit Development, Amended Final Plat, Phase One, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 as Auditor's File No. 9702094, records of Walla Walla County, State of Washington.
- 2) Villages of Garrison Creek PUD Phase Two Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 as



Auditor's File No. 9809534, records of Walla Walla County , State of Washington.

- 3) Villages of Garrison Creek PUD Phase Three, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-43 as Auditor's File No. 9809534, records of Walla Walla County , State of Washington.
- 4) Phase Four of Villages of Garrison Creek Planned Unit Development recorded November 4, 1999 in Volume 6 of Roll Files at Page B-60 as Auditor's File No. 9912668, records of Walla Walla County , State of Washington.
- 5) Villages of Garrison Creek PUD Phase Five Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 as Auditor's File No. 9909525, official records of Walla Walla County , State of Washington.
- 6) Villages of Garrison Creek PUD Phase Six, according to the official plat thereof recorded October 17, 2000 in Volume 6 of Roll Files at Page C-5 as Auditor's File No. 0009959, records of Walla Walla County , State of Washington.

