

AFTER RECORDING PLEASE RETURN TO:

ALBERT COKE ROTH, III
8836 GAGE BLVD, SUITE 204A
KENNEWICK, WA 99336

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
REATA ESTATES

1. PARTIES.

Grantor: REATA ESTATES, LLC, 3104 W. Kennewick Ave, Ste C, Kennewick, WA 99336

Grantee: REATA ESTATES, 3104 W. Kennewick Ave, Ste C, Kennewick, WA 99336

2. LEGAL: PTN W1/2 SW 1/4 Section 3, T. 8 N., R. 28 E., W.M.

3. PARCEL NO. 1-0388-300-0002-000 (ptn)

AFTER RECORDING RETURN TO:

ALBERT COKE ROTH III
ATTORNEY AT LAW
8836 Gage Blvd, Suite 204A
Kennewick, WA 99336

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
REATA ESTATES

THIS DECLARATION ("Declaration") is made by REATA ESTATES, LLC, a Washington Limited Liability Co., by and through its Manager and Members, Nick Castorina, Manager of Castorina, LLC, Alfio J. Castorina and Theresa Castorina, Nicholas Anderson and Linda Anderson, Trustees of the Anderson Living Trust dated January 13, 2000 and Mark N. Anderson (collectively, "Developer") to set forth, among other things, provisions which will subject REATA ESTATES ("Development") located in Richland, Benton County, Washington, to certain covenants, conditions, restrictions, and other provisions. The Development is legally described in the attached Exhibit "1" and incorporated herein by this reference as if fully set forth.

NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES that all of the Lots described herein, and legally described in attached Exhibit "1", shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of all of the Lots in the Development. These Protective Covenants, as hereafter defined, shall run with the Lots of real property, and shall be binding on all parties having or acquiring any right, title or interest in one or more of the described Lots, and shall inure to the benefit of each present and subsequent Owner thereof.

ARTICLE I. DEFINITIONS

1. "Accessory Building" means any structure used to house animals or the equipment and materials necessary to provide therefor, or structures necessary to store and use tools and store non-commercial farm chemicals.
2. "Architectural Control Action" means any action taken by the Acting Board, or, after nine (9) Lots have been sold, the Board of Directors, or any appointed committee by either of them, to enforce the architectural guidelines, covenants and restrictions of this Declaration or to grant Approvals of Exceptions.
3. "Association" means Reata Estates Homeowners Association, its successors and assigns whose members shall annually elect five (5) Owners or Contract Purchasers as the Board of Directors. The Board of Directors shall adopt bylaws to govern the Association and incorporate if they so desire.

4. "Board Action" means action taken by the Developer, the Board of Directors, the Acting Board, or any appointed Committee, including Architectural Control Action.

5. "Board of Directors" shall mean those Owners duly elected by the Membership to conduct Association business. Provided, however, that the acting Board of Directors ("Acting Board") until nine (9) Lots are sold, shall be Nick Castorina, Mark Anderson and Jan Castorina, whose majority vote shall control the Development and all Board Action and Architectural Control Action. After the ninth (9th) Lot is sold, the Owners and Contract Purchasers entitled to vote shall elect five (5) Owners to be the Board of Directors of the Association, Developer's and Acting Board's control shall irrevocably cease and Developer and Acting Board shall be unconditionally released from any duty thereafter.

6. "Contract Purchaser" means a person or entity that is purchasing a Lot from the Developer by installment sale or otherwise; understanding that for all purposes a Contract Purchaser is an "Owner".

7. "Declaration" means this Declaration and including any amendments thereto that have been recorded in the records of Benton County, Washington.

8. "Home" means the single family dwelling used solely for residential purposes which may not be a mobile, modular or manufactured home, by whatever name, and must comply with all Protective Covenants and Restrictions contained in this Declaration.

9. "Lot" means any parcel of real property within the Development legally described on attached Exhibit "1" and depicted on the attached Exhibit "2", a recorded subdivision plat map, hereby incorporated herein by this reference.

10. "Owner" shall mean the record owners, whether one or more persons or entities, of a fee simple title to any Lot or Lots which is a part of the Development, including Contract Purchasers, but excluding those having such interest merely as security for the performance of an obligation.

11. "Protective Covenants" mean collectively all of the easements, covenants, conditions, restrictions, reservations, liens, charges, grants, and other terms and conditions of this Declaration.

All other terms, words or phrases shall carry their normal meaning unless otherwise defined herein or have a special meaning in the context of real property law.

ARTICLE II. MEMBERSHIP IN THE ASSOCIATION

Every Owner and Contract Purchasers shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a Contract Purchaser's interest in) any Lot, the membership in the Association shall automatically be deemed to be transferred to the Grantee, Contract Purchaser, or new Contract Purchaser, as the case may be. Ownership of any such Lot or Lots shall be the sole qualification for Membership. Meetings for any Association vote shall only be valid upon ten (10) days written notice. The voting Membership shall be all the Owners. Owners shall be entitled to one (1) vote for each Lot in which they hold the interest. In addition to all other remedies, and not in limitation thereto, any Owner violating any provision of this Declaration shall be denied voting rights until such time that the violating Owner complies with all sections of this Declaration.

ARTICLE III. POWER OF ASSESSMENT/POWER TO OWN PROPERTY

1. Assessment. The Acting Board, in the Acting Board's discretion, or after nine (9) Lots are sold, the Association, may, upon a seventy five percent (75%) majority vote, assess the Owners in order to acquire, develop,

construct, improve and maintain commons areas or other projects that the Association feels will benefit the Development, or to administer Association Business (including the enforcement of the Protective Covenants of this Declaration). Assessments shall be levied pro-rata per Lot of all Lots in the entire Development.

2. Association Property. After the ninth (9th) Lot is sold, the Developer shall convey and the Association shall acquire fee simple absolute ownership of all common areas, if any, that lie within the Development and are not part of any Lot and all improvements thereon, including but not limited to fences and fixtures, subject to all easements, covenants, conditions and restrictions of record and matters relating to water and water rights. The Board of Directors may, prior to any acquisition of property, form a non-profit corporation if the Board deems it in the best interest of the Association. The Association may acquire, develop, sell and maintain any property upon seventy five percent (75%) majority vote.

ARTICLE IV. PROTECTIVE COVENANTS AND USE RESTRICTIONS

The interpretation of these Protective Covenants shall be by Board Action and the enforcement shall be administered by Architectural Control Action.

1. Enjoyment of Property. The Owners shall use their respective Lots to their enjoyment in such a manner so as to not offend or detract from other Owners' enjoyment of their own respective Lots.

2. Residential Character of Property. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any Lot other than the Homes and Accessory Buildings.

3. Manufactured Homes Prohibited. Erection of a manufactured home, mobile home, or modular home (by whatever name) on any Lot is expressly prohibited.

4. Architectural Control. The Acting Board or, after nine (9) Lots are sold, the Board of Directors, may, in their respective discretion, appoint and delegate its architectural control function to a committee. Notwithstanding the guidelines set forth in Sections 4, 5, 6, 7, and 8, and other sections of this Declaration, no Home or Accessory Building shall be erected, placed, or altered on any Lot until the building plans, specifications, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such Home or Accessory Building have been approved in writing by Board Action as to conformity and harmony of external design with existing Homes and Accessory Buildings, and as to location of the Homes and Accessory Buildings with respect to topography and finished ground elevation. In the event a submitted design is not approved within thirty (30) days after said plans and specifications have been submitted to the Acting Board or, after nine (9) Lots are sold, the Board of Directors, approval will not be required, and this Article shall be deemed to have been fully complied with. The Architectural Control Committee shall, in determining Home Placement, consider the impact of neighboring landscaping, view and boundaries, be in the sole discretion of the Architectural Control Committee. Provided, however, any denial of plans submitted shall be returned with a reasonably understandable remedy for unacceptable issues with such plan.

5. Pre-Construction Notice. Any use of a Lot for a purpose other than construction of a Home, any modification to the existing site, or any activity considered "preparatory" to construction, must be submitted and approved by Board Action. All plans and specifications shall be submitted for Board Action at the following address, or to such other address as may hereafter be given in writing to the Owners:

Reata Estates
3104 W. Kennewick Avenue
Kennewick, WA 99336

6. Structures on the Lot. The following Protective Covenants are maximum guidelines that pertain to the Homes and Accessory Buildings built on the Lot, subject to Architectural Control Action on Home and Accessory



Building placement on the Lot for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

a. Height. All Homes and Accessory Buildings shall conform to the height restrictions as set forth in the City of Richland Municipal Code, with a private garage for not less than two (2), and not more than four (4), standard size passenger automobiles.

b. Minimum Cost. No Home costing less than Two Hundred Thousand Dollars (\$200,000.00) shall be permitted on any Lot ("Minimum Cost"). This Minimum Cost is intended to be that of the Home and any Garage only; exclusive of land, open porches, verandas, landscaping and Accessory Buildings. The intent and purpose of this Protective Covenant is to assure that all Homes are of superior quality, workmanship and materials (or better) that can be produced on the date this Declaration is recorded at the Minimum Cost stated herein. This Minimum Cost amount shall be reviewed annually. The Acting Board or after nine (9) Lots are sold, the Board of Directors shall recommend an annual adjustment to the Minimum Cost, and the Association shall vote on such Minimum Cost adjustment, if any, at their Annual Meeting, or a special meeting called for such purposes.

c. Square Footage. The ground floor area of the living quarters of the Home, exclusive of open porches, verandas, basements or daylight basements and garages, shall not be less than two thousand four hundred (2,400) square feet for a one (1) story Home, nor less than eighteen hundred (1800) square feet for the ground floor area of a Home of more than one (1) story and the second story having a minimum of eight hundred (800) square feet.

d. Garages. All Garages shall conform to the height restrictions as set forth in the City of Richland Municipal Code, and must be attached, shall park not less than two (2) nor more than four (4) standard size vehicles, are not considered as part of the minimum square footage of the Home and must comply with all architectural control requirements for Homes. A single motor home or boat Garage may be detached upon Board Approval.

e. Fences/Retaining Walls/Patios. The following Protective Covenants shall apply to fences, retaining walls and patios, subject to Architectural Control Action placement on the Lot, for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

i. Fences. All fences shall be properly constructed with appropriate fencing materials and must be approved prior to construction. A retaining wall, hedge or mass planting shall be subject to the same restrictions as a fence and in any case shall not have a height exceeding six feet (6'). A fence may be constructed and maintained by an Owner along the side and rear Lot lines but shall not unnecessarily block the downhill view of an adjacent or uphill neighbor. Only a decorative rail type fence or other fencing material that provides an "open" structure may be constructed closer to the front Lot line than the Minimum Setback line. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. Fencing around the perimeter of a pasture or garden area shall not be less than fifteen (15) feet from any Home. Chain-link type fencing is expressly prohibited. Barbed wire fencing is expressly prohibited. Any paint or other surface treatment on fences shall be maintained in good condition. Fencing shall be artistic in design and shall not detract from the appearance of the Home located on the Lot. Fencing shall not detract from the appearance of the Homes located on adjacent Lots or be offensive to the neighboring Owners.

ii. Retaining Walls. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall, subject to Board Action.

iii. Patios. Patios constructed immediately adjacent to a Home may be enclosed by a fence, and a fence shall be constructed and maintained pursuant to applicable law to enclose any swimming pool.



f. Roofing. The roof on a Home shall be either a raised architectural composition roof with a minimum thirty (30) year life or a tile roof in a color acceptable to the Board, with colors of such roofing material to be of either earth tones or of a gray shade.

g. Elevations; Colors. Elevations of Homes visible to any street (*front street or flanking street*) shall be designed so as to avoid a "boxy" or square appearance, and shall feature at least one (1) horizontal break of at least two (2) feet every twenty five feet of width across an elevation visible from a street (*front street or flanking street*). Paint and color finish schemes of dwellings shall be of moderate earth tones and shall be approved by the Architectural Control Committee before application, as provided in Article IV, Section 4 hereinabove.

h. Siding. Front, side and rear elevations of all Homes shall be of double-wall construction. All siding materials shall be of masonry (*including stucco, Dryvit® cultured stone, brick, stone, or similar material*) and/or wood or wood-type siding material. At a minimum, twenty percent (20%) of the square footage area of front elevations are required to contain masonry (*either brick, rock or cultured stone*) or Dryvit® or such other similar exterior finish insulating system ("EFIS") exterior finish, unless such front elevations are covered in their entirety with Dryvit®, stucco or similar exterior finish insulating system, in which such case masonry shall not be required. The siding requirement stated in the previous sentence shall also apply to the side of a Home that faces a flanking street. Wood or wood-type siding materials shall be of double-wall construction on all front elevations of all Homes. Paints or natural finishes shall be those colors commonly known as earth tones and shades of white. Vinyl siding on Homes shall not be allowed or permitted. All exterior windows shall be wrapped with full trim.

i. Entry Walks, Porches and Decks. All front entry walks (*connecting the driveway to the front porch or landing*) shall be constructed of broom-finished, exposed aggregate or stamped concrete. All front porches shall be constructed of either: broom-finished, exposed aggregate or stamped concrete; redwood or cedar, or; pressure-treated wood materials or composite wood materials. All rear decks and patios shall be constructed of either: exposed aggregate, broom-finished or stamped concrete; redwood or cedar, or; pressure treated wood materials or composite wood materials. All exposed aggregate or stamped concrete entry walks, porches, patios and decks shall have a concrete sealant applied at the time of construction or, if weather conditions are not acceptable for the application of such sealant, as soon thereafter as is practical.

j. Driveways, Sidewalks and Porches. For a distance of twenty (20) feet from the front of the garage, all driveways shall be constructed of broom finished, stamped or exposed aggregate concrete paving. The balance of the driveway from the concrete area described in the previous sentence to the street may be constructed of asphalt. All driveway concrete surfaces shall have a concrete sealant applied at the time of construction or, if weather conditions are not acceptable for the application of such sealant, as soon thereafter as is practical.

k. Complete of Construction. Any Home erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date Construction is started, however, with good cause shown, the Board may extend this term at the Board's sole discretion. All front yard landscaping must be completed within one (1) month from the date of issuance of the Certificate of Occupancy (subject to reasonable extensions for weather), all side and rear landscaping must be completed within six (6) months of issuance of Certificate of Occupancy, however, with good cause shown, the Board may extend this term at the Board's sole discretion. All Lots shall be maintained in a neat and orderly condition during Construction.

l. Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Control Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Control Committee, which may include drainage from any Common Area over any Lot in the Plat. Each Owner acknowledges that underground water on a Lot may exist and such underground water, if it exists, may require mitigation measures prior to commencing Construction of a Structure.



m. Grading. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to an approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Association, or a public agency and plantings and ground cover installed or completed thereon. Such requirements shall be subject to all Assessments described in this Declaration, as may be applicable. An "approved grading plan" means such plans as may have been approved by the applicable government agency and/or the Association, if applicable.

n. Parking. No commercial type trucks, campers, trailers, motor homes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage. Recreational vehicles, boats, secondary vehicles and lawn maintenance vehicles may be parked outside of a garage on the side of a residential dwelling or in the rear yard of a residential dwelling provided that such vehicles and boats are adequately screened from view from a road or from a Lot. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than seventy-two (72) hours.

5. Horses. The following Protective Covenants relate to the raising and keeping of horses in the Development:

a. Stables. Stables must comply with Accessory Building restrictions. Standings under a roofed Stable must be made of material which provides for proper drainage so as not to create offensive odors, fly or insect breeding, or other nuisances.

b. Pasture and Horses per Lot. Bare dirt Pasture areas are expressly prohibited except that area immediately surrounding an approved Stable with a maximum of two (2) horses per Lot. If proper and swift drainage of water does not naturally occur, the Owner shall be required to install a dry well and all drainage devices to insure adequate and swift drainage. The minimum size of Pasture shall be fifteen thousand square feet (15,000 sq. ft.) per one (1) horse. Pastures shall be maintained with vegetation at all times and kept free of all noxious weeds. An approved fence must be constructed prior to the acquisition of any horse. For purposes of this section, "Pasture" means that portion of a Lot which is fenced, has maintained vegetation and used solely for the grazing and keeping of horses. If any horses born on the premises cause the maximum allowable number of horses to be exceeded, adjustment must be made within twelve (12) months to bring the total number of horses within compliance of this use restriction.

c. Manure. Manure must be collected at least once a week and shall be disposed of in one or more of the following manners: (1) Placement of manure in a fly-proof container with periodic removal of manure from the Lot; (2) adequate burying of the manure; (3) removal of manure from the Lot.

d. Approval. Fences, pens, corrals, Stables (or similar enclosures) must be of sufficient height and strength to retain horses, and must be approved by Board Action prior to any horses residing on any Lot.

6. Date for Completion of Construction. Any Home or Accessory Building erected or placed on any Lot shall be completed as to external appearance, including finished painting, within twelve (12) months from the date of commencement of construction. Landscaping shall be completed within six (6) months after completion of the Home, which is not later than eighteen (18) months after commencement of construction.

7. Building Setback Requirements. No Home or Accessory Building shall be located nearer than thirty feet (30') from the front line of the Lot or nearer to the side street line of the Lot than the building Minimum Setback lines shown on the recorded plat plan filed in the records of Benton County, Washington depicted on the attached Exhibit "2". The Acting Board or, after nine (9) Lots are sold, the Board of Directors, shall have the authority in any individual case to make such exceptions to any of Minimum Setback set forth herein as they shall deem

necessary or advisable. The Minimum Setback requirements are as follows:

a. Homes and Accessory Buildings. No Home or Accessory Building shall be located nearer than thirty (30) feet to the front Lot line, nor nearer than twenty (20) feet to any side street or neighboring Lot line nor nearer than thirty (30) feet to the rear lot line;

b. Porches/Decks. No porch or deck shall be nearer than twenty (20) feet to the non-street side Lot line or rear Lot line;

c. Stables, Pens, Corrals or Other Structures. No Stables, pens, corrals or other structures used for the containment of horses shall be located closer than forty (40) feet from any Home (*including neighboring Homes*), except for fencing around the perimeter of a pasture or garden area. Architecture of any Stables, pens or other structures are subject to approval by the Architectural Control Committee and shall be in reasonable conformity with the Home design.

8. Exterior Maintenance. In the event an Owner of any Lot in the Development shall fail to maintain the Lot and its improvements of every nature situated thereon in a manner satisfactory to the Acting Board, in their sole discretion, or after nine (9) Lots are sold, the Board of Directors, the Association (*upon a two thirds (2/3) majority vote*), shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of any structure and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Prior to the sale of nine (9) Lots, the Developer or the Acting Board shall have such power to repair, maintain and restore, in its sole discretion.

9. Prohibited Uses and Activities. The following uses and activities and any other use or activity not expressly permitted herein, are prohibited in the Development:

a. Business and Commercial Use of Property. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or in any Home or Accessory Building if such enterprise or business creates any business traffic or activity whatsoever. Any Owner desiring to create such enterprise or business shall be required to have Board Action and Approval.

b. Animals. Except for horses, no animals, livestock or poultry of any kind shall be raised, bred or kept within the Development except dogs, cats or other tame, domestic household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose. No approved animals shall be kept in numbers or under conditions reasonably objectionable to other Owners in a closely-built residential community (*including objectionable barking*), except as outlined in this Article. Animals must be removed upon a thirty (30) day written notice to the Owner thereof. Any animal that is or becomes, in the Board's discretion, vicious or is listed as a dangerous animal, shall be disallowed in the development and the animal must be removed.

c. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of a temporary character erected or placed on a Lot shall, at any time, be used as a residence temporarily or permanently.

d. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the Benton County or Washington State or as determined by the Board, in the Board's discretion. No goods, equipment, vehicles (*including buses, trucks, and trailers of any description*) used for private purposes shall be kept, parked, stored, dismantled, or repaired outside on any Lot in a manner which may be or may become an annoyance or nuisance to any Owner in the Development.

e. Trash Dumping. No Lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. Provided, however, that compost may be generated for home use, but only upon Approval by Architectural Control Action. The removal and disposal of all such materials shall be the sole responsibility of the individual Owner, including any construction of a Home or any Accessory Building. Should any individual Owner fail to remove any such trash, rubbish, garbage, yard rakings, and other such materials from that Owner's Lot or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to that Owner by the Association informing that Owner of such violation, then the Association may have said trash removed and charge the expense of removal to that Owner. Any such charge shall become a continuing lien on the Lot, which shall bind the property in the hands of the then Owner and his, her, or its successors in interest. Such charge shall also be a personal obligation of the Owner of the Lot involved on the date of removal. If such charges for cleanup are not paid within one hundred eighty (180) days of presentment, the Acting Board or Board of Directors, as the case may be, may foreclose such lien or send to a collection agency, and shall be entitled to all costs, including attorney's fees, in such foreclosure or collection action.

f. Vehicles in Disrepair. No Owner shall permit any vehicle owned by him, her or it, or by any member of his or her family or by any acquaintance, and which is in an Extreme State of Disrepair, to be abandoned or to remain parked upon any street within the Development in excess of forty eight (48) hours. Should any such Owner fail to remove such vehicle within two (2) days following the date on which such notice is mailed to him, her or it by the Acting Board or Board of Directors informing him, her, or it of a violation of this provision, the Acting Board or Board of Directors may have such vehicle removed and charge the expense of removal to said Owner in accordance with the provisions of the immediately preceding paragraph. For purposes of this section, a vehicle shall be deemed to be in an "Extreme State of Disrepair" when, in the sole opinion of the Acting Board or Board of Directors, a vehicle's presence offends the reasonable sensibilities of any of the occupants of the Development.

g. Signs. No signs shall be erected or maintained on any Lot in the Development, except that not more than one (1) FOR SALE or FOR RENT sign approved by the Acting Board or Board of Directors may be placed by the Owner or by a licensed real estate broker or agent, provided that such sign does not exceed the typical small real estate sign size.

h. Antennas. No antenna or greater than eighteen inch (18") diameter satellite dish shall be permitted without Approval by Board Action.

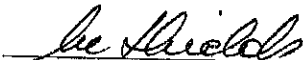
i. Activities In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his or her Lot that is in derogation or violation of the laws, administrative state, county or municipal regulations or statutes.

10. Approval of Exceptions. Any Owner desiring to engage in an activity not permitted by these Prohibited Uses and Activities of this Declaration, or vary from the Protective Covenants hereof, shall have the right to appeal to the Acting Board or the Board of Directors for approval of such restriction ("Approval"). After considering the views of other potentially affected Owners, such Approval may be granted by the Acting Board by majority vote, or only by unanimous agreement of the Board of Directors. The Approval shall carry a specific time limitations for the activity in question, and shall apply only to the specific case and a specific Owner involved. No such Approval shall be considered a precedent for the granting of other Approvals. The Acting Board or Board of Directors may revoke any such Approval if at any time the grantee does not comply with the restrictions or conditions established by Board Action.

11. Utility Easements. The Owners, as Grantors, for themselves, their successors and assigns, hereby dedicate easements for public utility easement strips as shown in the recorded plats. The easements hereby granted are to maintain, construct, and reconstruct and repair irrigation and domestic water lines, telephone lines and electrical lines as they are planned, constructed or installed at the time of the conveyance of each of the Lots in the

deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said Limited Liability Company.

In Witness Whereof I have hereunto set my hand and affixed seal the day and year first above written.


Print Name: MARINEZ SHIELDS
Notary Public for Washington
Residing at: RICHLAND
My Commission Expires: APRIL 28, 2007





2004-028541
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08/10/2004 11:47A
Benton County
ALBERT COKE ROTH III COV 30.00



EXHIBIT "1"

DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING WESTERLY OF THE PLAT OF EL RANCHO REATA NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 42, ALSO EXCEPT SHORT PLAT NO 1331 AND ALSO EXCEPT THE FOLLOWING:

THAT PORTION OF THE FOLLOWING PARCEL LYING WITHIN SECTION 3, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 4; THENCE NORTH 00°35'41" EAST, ALONG THE EAST LINE THEREOF A DISTANCE OF 1673.40 FEET TO THE WEST BOUNDARY OF THE PLAT OF EL RANCHO REATA NO. 3 AND THE TRUE POINT OF BEGINNING; THENCE FOLLOWING SAID WEST BOUNDARY SOUTH 35°39'33" EAST A DISTANCE OF 154.20 FEET; THENCE NORTH 61°40'33" EAST A DISTANCE OF 230 FEET; THENCE NORTH 50°27'22" EAST A DISTANCE OF 130 FEET; THENCE SOUTH 44°40'19" EAST A DISTANCE OF 316.02 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15°39'08", A RADIUS OF 545.42 FEET, AND A CHORD BEARING OF NORTH 37°30'07" EAST AN ARC DISTANCE OF 149 FEET; THENCE SOUTH 60°10'27" EAST A DISTANCE OF 60 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°55'48", A RADIUS OF 605.42 FEET, AND A CHORD BEARING OF SOUTH 37°28'27" WEST AN ARC DISTANCE OF 168.32 FEET TO A POINT ON CURVE; THENCE LEAVING SAID WEST BOUNDARY AND CONTINUING ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°04'12", A RADIUS OF 605.42 FEET AND A CHORD BEARING SOUTH 53°38'27" WEST AN ARC DISTANCE OF 160.81 FEET; THENCE SOUTH 61°40'33" WEST A DISTANCE OF 555 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°07'00" AND A RADIUS OF 700 FEET, AN ARC DISTANCE OF 343.54 FEET; THENCE SOUTH 89°47'42" WEST A DISTANCE OF 776.84 FEET; THENCE NORTH 00°12'18" WEST A DISTANCE OF 414.74 FEET; THENCE NORTH 40°00'00" WEST A DISTANCE OF 268.52 FEET; THENCE NORTH 42°00'00" EAST A DISTANCE OF 545 FEET; THENCE SOUTH 48°00'00" EAST A DISTANCE OF 645 FEET; THENCE NORTH 54°00'27" EAST A DISTANCE OF 400 FEET TO THE WEST BOUNDARY OF AFORESAID PLAT; THENCE SOUTH 35°59'33" EAST ALONG SAID BOUNDARY A DISTANCE OF 185.80 FEET TO THE TRUE POINT OF BEGINNING.