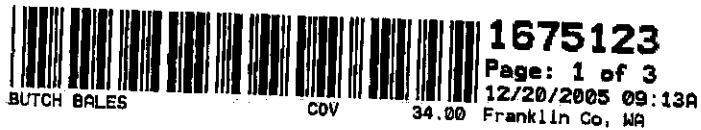


After Recording Return to:

Taylor Law Firm
1177 Jadwin Ave., Ste. D
Richland, WA 99352



PROTECTIVE COVENANTS BALES PLACE

Bales Bros., Inc., being the owners of the following described real property, to wit:

Lots 1-8, BALES PLACE, according to the Plat thereof recorded in Volume "D" of Plats, page 281, records of Franklin County, Washington.

do hereby declare the following restrictions and covenants to be appurtenant to, run with, touch and concern, and a benefit and burden on the real property described above; and binding on all parties, their heirs, successors or assigns.

If the parties hereto, or their heirs, successors, or assigns, shall violate or attempt to violate any of the following restrictions and/or covenants, it shall be lawful for any other person or persons owning any real property situated in the above described area prosecute any proceedings at law or in equity against the person or persons violating of attempting to violate any such restriction or covenant, and may either request injunctive relief or damages, or both, for such violation, to include reasonable attorneys fees and costs. Invalidation of any one of the following restrictions or covenants by a Court of competent jurisdiction shall in no way affect any of the other restrictions or covenants which shall remain in full force and effect.

PURPOSE: It is the purpose and intent of these restrictions and covenants to assure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare, security of monetary investment, environmental aesthetics, including view, and to further all things conducive to harmony and compatibility among neighbors.

PROTECTIVE COVENANTS - BALES PLACE - 1



DWELLINGS AND STRUCTURES:

1. Only single family residences will be built or permitted on the premises. No group homes, apartments, duplexes, commercial, or multi family facilities shall be allowed.
2. No mobile homes, no modular homes, no pre manufactured homes are to be built, placed, or located on the premises. All single family homes must be built on the premises.
3. No Poplar trees or similar landscaping of any nature shall be placed on the property in the form of a windbreak. Nor shall Poplar trees or any other landscaping of any other nature be placed on the property or grown thereon so as to unreasonably and materially interfere with the view or other aesthetic interests of others interested in the premises.
4. No dwelling, barn, shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location. Any structure or building erected must match the exterior of the residence.
5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on or placed on the property shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.
6. Fencing is allowed on the property only when one of the following materials are used: Stucco, cement block, or vinyl. No wood fencing is allowed.
7. No wind mill power units, H.A.M radio antennas, or TV antennas may be installed. Satellite and similar TV dishes may be installed.
8. Any exterior construction i.e. Flag Poles, Columns, Light Poles, must be previously approved in writing by Bales Bros. Inc.

VIEW AND HEIGHT RESTRICTION:

1. No structure, building, tree, bush, landscaping, or otherwise, greater than 181(feet) in height shall be built, placed or grown on the above described parcel.
2. **ANIMALS:** No animal, livestock, or poultry of any kind shall be raised, bred, or kept on the subject premises, except that dogs, cats, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community.

RESTRICTIONS ON OTHER USES:

1. This property shall not be used for storage of construction machinery or equipment or rental equipment.
2. No public garage, manufactory, mercantile business or repair occupation may be conducted as a significant part of the activity on any part of this property.
3. No inoperable farm machinery, tractors, trucks, or automobiles shall be held on the property for more than 30 days aggregate. There shall be no parking of Boats, RV, Semi-Trucks, Campers, or Heavy Equipment on the street, Magnolia Court, or as hereafter named.
4. No trash shall be dumped or allowed to accumulate on any part of the property. This includes excess dirt/excavation material which cannot be beneficially utilized for fill, driveways, or other construction purposes.

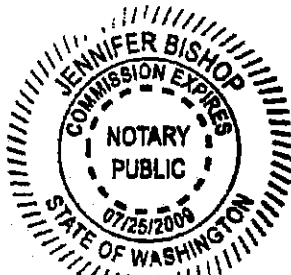
Dated this ___ day of December, 2005.

Francis A. Bales III
 BALES BROS., INC., by Francis A. Bales,
 III, Vice-President

STATE OF WASHINGTON)
) : SS.
 County of Benton)

This is to certify that on the 19 day of December 2005 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Francis A. Bales III, to me known to be the Vice President of Bales Bros., Inc., the Corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

GIVEN under my hand and official seal this 19 day of December 2005.



Jennifer Bishop
 Notary Public for the State of Washington
 Washington, residing at PASCO
 Date of Commission expires: 2009