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RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

HAIKAL-SMITH LIMITED PARTNERSHIP
2136 E. DESERT INN ROAD
LAS VEGAS, NEVADA 89109

DISCLOSURES AND DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIARWOOD PHASE I

The disclosures and covenants, conditions and restrictions set forth herein were prepared by Haikal-Smith Limited Partnership, a Washington Corporation, ("Declarant"), the developer of Briarwood, to provide information to prospective homebuyers and other persons interested in the subdivision property of certain obligations imposed on, and rights and privileges granted to, owners of lots within the subdivision.

Declarant recommends that each prospective homebuyer and owner of a lot within the subdivision thoroughly familiarize themselves with the information contained herein and to seek independent advice for clarification of any items set forth herein.

DISCLOSURES

1. Views. If you are purchasing a home you perceive as having a view, you should be aware that the view as seen from your home today is not guaranteed. Existing views may be altered or impaired by future construction within or surrounding the Briarwood development, by growth of vegetation or trees, by fences, or by other factors not presently known. Declarant makes absolutely no representation as to the scope or extent of any view now or in the future.

2. Wind and Dust Conditions. The Briarwood subdivision property, and adjoining property owned by the Declarant and others, is located within an area which experiences consistent, gusty high wind conditions.

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The Briarwood subdivision property has gusty high wind conditions which may cause dust to infiltrate residential dwellings located within the subdivision, as well as, cause construction debris to blow onto the subdivision lots. While a nominal amount of dust and debris may often be anticipated as a result of typical development and construction activities, Buyers of lots within the Briarwood subdivision are cautioned that they may experience a significantly higher amount of dust infiltration and debris due to the geographical location of the subdivision property within an area which experiences gusty high wind conditions. As a consequence, Buyer and other owners of lots within the Briarwood subdivision property may experience disruption of their lifestyle. In addition, the health of persons susceptible or prone to respiratory ailments may be aggravated by the wind and dust conditions.

3. House and Lot Sales Price. The buyer acknowledges the following: Declarant will be selling houses in the subdivision and in the area around the subdivision to other Buyers in the future. Those houses will be the same as or similar to the house and lot which the Buyer is purchasing. The price which the Buyer is paying for their house may fluctuate in the future, as with any investment, because of changing market conditions over which Declarant has little or no control. Declarant makes no representation or warranty that in the future the houses which are the same or similar to the one being purchased by the Buyer. Declarant reserves the right to change the prices upward or downward at any time.

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION is made on the date hereinafter set forth by Haikal-Smith Limited Partnership, a Washington Corporation, herein referred to as "Declarant".

SECTION 1: RECITALS

1.01 Description of Real Property. Declarant is the owner of that real property in the City of West Richland, County of Benton, State of Washington, which is more particularly as follows:

(see exhibit A)

EXHIBIT "A"

CURVE	LOT	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	LOT 1 BLOCK 3	20.00	32.66	21.28	29.15	N 02°27'14" E	93°33'56"
C2	LOT 1 BLOCK 4	20.00	30.17	18.79	27.39	S 87°32'46" E	86°26'04"
C3	LOT 3 BLOCK 1	20.00	32.66	21.28	29.15	N 02°27'14" E	93°33'56"
C4	LOT 2 BLOCK 2	20.00	30.17	18.79	27.39	S 87°32'46" E	86°26'04"
C5	LOT 1 BLOCK 1	20.00	28.84	17.57	26.40	S 70°58'49" E	82°36'47"
C6	LOT 1 BLOCK 2	20.00	28.84	17.57	26.40	S 11°37'58" W	82°36'47"
C7	LOT 2 BLOCK 2	375.00	59.46	29.79	59.40	N 39°47'11" W	09°05'05"
C8	LOT 3 BLOCK 1	425.00	45.54	22.79	45.52	S 41°15'33" E	06°08'22"
C8	LOT 1 BLOCK 2	375.00	36.46	18.24	36.44	N 32°27'32" W	05°34'13"
C9	LOT 2 BLOCK 1	425.00	63.17	31.64	63.11	S 33°55'54" E	08°30'56"
C10	LOT 1 BLOCK 2	330.00	73.21	36.75	73.06	N 46°35'02" E	12°42'38"
C11	TRACT B	330.00	42.04	21.05	42.01	N 36°34'45" E	07°17'57"
C12	TRACT D	270.00	192.29	100.42	188.25	N 62°25'57" E	40°48'16"
C13	LOT 1 BLOCK 1	330.00	93.09	46.86	92.78	S 75°47'40" W	16°09'45"
C14	LOT 5 BLOCK 1	225.00	63.08	31.75	62.88	N 08°44'04" E	16°03'50"
C15	LOT 4 BLOCK 1	225.00	67.15	33.82	66.90	N 25°18'57" E	17°05'55"
C16	LOT 3 BLOCK 1	225.00	60.36	30.36	60.18	N 41°33'03" E	15°22'18"
C17	LOT 1 BLOCK 4	175.00	55.62	28.05	55.39	N 40°07'54" E	18°12'37"
C18	LOT 2 BLOCK 4	175.00	99.21	50.97	97.88	N 14°47'11" E	32°28'49"
C19	LOT 8 BLOCK 4	125.00	103.82	55.11	100.86	N 25°14'48" W	47°35'10"
C20	LOT 11 BLOCK 1	175.00	21.54	10.78	21.52	N 04°58'45" W	07°03'04"
C21	LOT 12 BLOCK 1	175.00	98.05	50.35	96.77	N 24°33'20" W	32°06'06"
C22	LOT 6 BLOCK 1	225.00	8.47	4.23	8.47	S 00°22'32" E	02°09'22"
C23	LOT 3 BLOCK 2	225.00	30.93	15.49	30.90	N 53°10'28" E	07°52'32"
C24	BOUNDARY	175.00	27.53	13.81	27.53	S 52°36'04" W	09°01'20"

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NOW, THEREFORE, Declarant hereby declares that the real property as described above shall be held, conveyed, mortgaged, encumbered, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the project, in accordance with the plan for improvement of the Property and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Property or the Project.

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

- 2.01. "CITY" shall mean the City of West Richland, County of Benton, Washington, the City in which the Project is located.
- 2.02. "DECLARANT" shall mean Haikal-Smith Limited Partnership, a Washington Corporation, its successors and assigns, if such successors and assigns are assigned the rights of Declarant pursuant to Section 5.05 hereof or if such successor or assign is a mortgagee acquiring Declarant's interest in the Project by foreclosure or by deed in lieu of foreclosure.
- 2.03. "DECLARATION" shall mean this Declaration, and any amendments, modifications or supplements thereto.
- 2.04. "IMPROVEMENTS" shall mean all structures and improvements on the Project, including, but not limited to, buildings, foundations, paving, fences, signs and landscaping.
- 2.05. "LOT" shall mean any parcel of land shown on the Map, and any other parcel of land designated as "Lot" in any recorded supplement to the Declaration.
- 2.06. "MAP" shall mean that recorded subdivision maps entitled Briarwood Phase I may be amended.
- 2.07. "MORTGAGE" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Project.

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- 2.08. "MORTGAGEE" shall mean the beneficiary under a deed of trust and any guarantor or insurer of a Mortgage.
- 2.09. "OWNER" or "OWNERS" shall mean the record holder or holders of title, if more than one, to any Lot in the Project. This shall not include contract sellers or persons or entities having any interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale (or a recorded memorandum of such contract) to a purchaser who resides on the Lot in a Unit, then such purchaser, rather than the fee Owner, shall be considered the "Owner" as long as such purchaser resides on the Lot in a Unit as a contract purchaser.
- 2.10. "PROJECT DOCUMENTS" shall mean and include this Declaration, as amended from time to time, the exhibits, if any, attached hereto, together with the other basic documents used to create and govern the Project, including the Map.
- 2.11. "STREET" shall mean any street, highway, or other thoroughfare shown on said map of Briarwood, regardless of what name or term shall be used on said map to designate such street, highway or thoroughfare.
- 2.12. "SUBDIVIDER" shall mean the Declarant.
- 2.13. "UNIT" shall mean a detached or attached dwelling structure on a Lot.

SECTION 3: EASEMENTS

3.01. **EASEMENTS.** In addition to any and all other easements contained in this Declaration, the Properties shall be subject to the following easements:

- a) Easements for Utilities and Maintenance. Easements for public utilities over and under the Project as presently shown on the recorded map of the property are hereby reserved by the City of West Richland and its successors and assigns, together with the right to grant and transfer the same easement rights to public utility companies providing service to the Project for the benefit of homeowners thereof.

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SECTION 4: USE INSTRUCTIONS

4.01. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for single family residential purposes by the Owners, their contract purchasers, lessees, tenants, or social guests. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except that Declarant, its successors or assigns, may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant. The provisions of this section shall not prohibit home occupations as long as they are permitted by local law, are conducted in such a manner as to not adversely affect other owners' use and enjoyment of the Project.

4.02. Garages. Each Owner shall keep his garage area in a neat and orderly condition. Garage doors shall be kept closed when not in use. Each Owner shall be entitled to the exclusive use of the driveway serving his garage and shall keep said driveway clean and free of debris. No detached car garage will be permitted in the same Lot as that of the house. A detached car garage may be permitted on a separate adjacent Lot, provided that the roof will have matching tile of that of the house. This is intended to maintain the general characteristic appearance of the development.

4.03. Parking. No commercial vehicles exceeding 3/4 ton gross weight shall be parked or kept or permitted to remain in front of any residential Lot or in any driveway overnight, nor shall any such vehicles be parked in front of any residential Lot or any driveway during the daytime for a longer period than is reasonably necessary to load or unload the vehicle. No vehicle shall be permitted in the driveway that is unworkable or is being worked on at any time. No recreational vehicle shall be permitted to park or be stored for a period exceeding 72 hours in the front setback area of a Lot or any area of a Lot situated between the residence and a public street. Said vehicles shall be screened from view from the adjacent public street.

4.04. Landscaping. Each Owner shall be responsible for all landscaping, street trees, fences, and walls (screen or retaining) that are located within their Lot. If landscaping on the Lot is not installed by Declarant, each Owner shall be responsible for installing and maintaining front and front-side yard landscaping within his Lot within six (6) months after the close of escrow.

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4.05. Fencing. All Fences shall be located on the lots in conformance with the City of West Richland's set-back regulations. Each Lot owner (and each adjoining Lot owner for Lots with shared fencing located on common Lot boundaries) shall be responsible, at his/their expense, for the repair, replacement and/or maintenance of all fences installed on lots within the Project. Fences are preferred to be white in color.

4.06. Signs. No sign of any kind shall be displayed in public view on or from any Lot or any portion of the Project except as follows:

- a) One sign of not more than 18 inches by 24 inches advertising a Lot for sale, lease, rent or exchange displayed from a Lot; and
- b) Such signs as may be used by Declarant or its assignees in connection with the development of the project and sale of Lots; and
- c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

4.07. Animals. No animals, reptiles, rodents, fish, livestock, poultry or birds of any kind shall be raised, bred, or kept on any Lot or portion of the Project; except that no more than three usual and ordinary household pets such as dogs, cats, or birds may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Project which result in an annoyance or nuisance to other Owners.

4.08. Trash; Storage of Materials. All garbage and trash shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot, except for a reasonable time prior to or after collection. All woodpiles or storage piles shall be kept screened and concealed from view of the other Lots. Garbage and trash shall be placed for pick up as required by the disposal service.

4.09. Antennae; Roof Projections. Except for any antennae, chimneys, vent stacks or other items or equipment upon or projecting from the roof which are installed by the Declarant as part of the initial improvements, no such item or equipment shall be erected or maintained upon the outside of any building on the properties.

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4.10. **Right to Lease.** No owner shall be permitted to lease or rent his Lot for transient or hotel purposes, which shall include, but not be limited to rental for any period less than 30 days. All leases must be in writing and be expressly subject to the Project Documents and the breach of any provision shall be a default under the Lease or Rental Agreement. The Owner shall provide the lessee with a copy of the Declaration of CC & R's and any other documentation that pertains to this project.

4.11. **Window Coverings.** Windows shall be covered by drapes, shades or shutters and shall not be painted or covered by foil, cardboard or similar materials.

4.12. **Power Equipment and Car Maintenance.** No power equipment or work shops for car maintenance of any nature shall be permitted on the Project that would effect the noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception and similar objection.

4.13. **Nuisances.** No noxious, illegal or seriously offensive activities shall be carried on within any Lot, or in any other part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot.

4.14. **Owner's Maintenance Obligations.** Each owner shall be responsible for maintaining and repairing his Lot and keeping it clean and replacing necessary items so it does not interfere with the sale of another lot in this subdivision.

4.15. **Set-Backs.** All buildings shall be located on the lot in conformance with the City of West Richland's set-back regulations or, in the event a set-back waiver or amendment is obtained as to any lot within accordance with said set-back waiver or amendment.

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SECTION 5; GENERAL PROVISIONS

5.01. Term. All of the restrictions, conditions, covenants, and agreements shall affect all of the lots as hereinabove set forth and are made for the direct and reciprocal benefit thereof, and in furtherance of a general plan for the improvement of the Property and the covenants shall attach to and run with the land. All provisions of this Declaration shall be binding on all parties and all persons claiming under them for a period of thirty five (35) years. Thereafter, the term of this Declaration shall be automatically extended for successive ten (10) year periods unless the owners of at least fifty-one percent (51%) of the lots comprising the Property vote to terminate this Declaration. Such vote shall be evidenced by an instrument in writing executed by such owners in the manner provided by law for the conveyance of real property and shall be effective upon its recordation in the Official Records of the County of Benton.

5.02. Enforcement. If any owner violated any provision of this Declaration, any other owner of a lot shall be entitled to pursue any remedy at law or in equity against the person or persons violating any such provision. The City of West Richland in its sole discretion may enforce any or all of these covenants.

5.03. Easements Reserved and Granted. Any easements appurtenant to a Lot referred to in this Declaration shall be deemed reserved and/or granted by reference to this Declaration in a deed to said Lot.

5.04. Termination of Restrictions on Declarant. Nothing in this Declaration shall be understood or construed to:

a) Prevent Declarant, its contractors, or subcontractors from doing on the Project or any Lot, whatever is reasonably necessary or advisable in connection with the completion of said work; or

b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Project as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

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c) Prevent Declarant from conducting on any part of the Project its business of completing said work and of establishing a plan of ownership and of disposing of said Project in Lots by sale, lease or otherwise; or

d) Prevent Declarant from maintaining such sign or signs on any of the Project as may be necessary for the sale, lease or disposition thereof, provided, however, that the maintenance of any such sign shall not unreasonably interfere with the use by any Owner of his Lot.

The foregoing limitations of the application of the Restrictions to Declarant shall terminate upon the sale of the Declarant's entire interest in the Project.

Any actions taken by Declarant pursuant to any provision of this Section will not unreasonably interfere with the Owners' rights and use of the project.

5.06. Successor. The rights of Declarant in this Declaration may be assigned by Declarant to any successor to all or any part of any Declarants' interest in the Project, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor or to a mortgagee acquiring Declarant's interest in the Project by foreclosure or by deed in lieu of foreclosure.

5.07. Fair Housing. No owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing or mortgaging or occupancy of his Lot to any person of a specified race, sex, marital status, color, religion, ancestry, physical handicap or national origin.

5.08. Amendment. The provisions of this Declaration may be amended by the Declarant, without the necessity of obtaining the approval of individual lot owners, to effect any technical change which does not affect any substantial right or benefit of the individual lot owners. Other amendments may be made by individual lot owners, but only by consent of not less than a fifty-one percent (51%) majority of the then individual lot owners. Any amendment to these covenants shall be by duly recorded written instrument. As long as Declarant owns one (1) or more lots in the Property, this Declaration may not be amended without the consent of the Declarant.

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5.09. Annexation of Additional Property. Phases 2-5 of the Briarwood project may be annexed to and become subject to this Declaration by any of the following methods set forth in this section. Upon annexation, the additional phases shall become subject to this Declaration without the necessity of amending individual sections thereof.

a) Annexation Pursuant to Plan. Phases 2,3,4, and 5 may be annexed to and become a part of the Project subject to this Declaration and subject to the completion of each phase. Declarant shall be under no obligation to develop or annex said additional phases and Declarant makes no representation with respect to whether or not such additional real property will ever be developed or annexed. This section shall not be amended without the written approval of Declarant.

b) Declaration of Annexation. A Declaration of Annexation shall be recorded covering the applicable portion of the property to be annexed. Said Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, as are consistent with the scheme of this Declaration. Said Declaration of Annexation shall include designation of Lots for the purpose of this Declaration.

c) Quality of Construction. Further improvements to the Project will be consistent with initial improvements in terms of quality of construction.

5.10. Mortgage Protection. A breach of any of the conditions contained herein or any re-entry by reason of such breach, shall not defeat or render invalid the lien or any mortgage or deed of trust made in good faith and for value as to said premises of any part hereof, but said conditions shall be binding upon and effective against any owner of said premises whose title is acquired by foreclosure, Trustee's Sale or otherwise.

5.11. Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

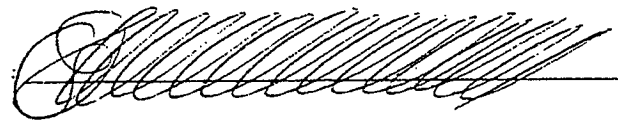
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IN WITNESS WHEREOF, Declarant has executed this Declaration on this
23rd day of January, 1996.

Declarant:

HAIKAL-SMITH LIMITED PARTNERSHIP,
a Washington corporation

By



HAIKAL HOLDING, INC.
General Partner

We the owners of lot 6, Block 1 wish to be covered by the covenants for the Briarwood Subdivision.

John B. [unclear] 1/17/96
Date

Date

HAIKAL/SMITH LIMITED PARTNER SHIP
2136 E. DEASRT INN RD. SUITE A
LAS VAGES, NV 89109

Addendum to Briarwood Subdivision Covenants

Tract b and Lot 3 of block 2 shall be totally excluded from the covenants of Briarwood Subdivision.

Lot 2 block 1 shall be totally excluded from the covenants of Briarwood subdivison.