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Benton County

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
AND HOMEOWNERS ASSOCIATION DESCRIPTION**

GRANTOR:
CANDY MOUNTAIN ESTATES - PHASE I

GRANTEE:
THE PUBLIC

LEGAL DESCRIPTION:
LOTS 1-29 INCLUSIVE OF CANDY MOUNTAIN ESTATES,
PHASE I, RECORDED AUGUST 5, 1999, IN VOLUME 15 OF
PLATS PAGE 95, RECORDS OF BENTON COUNTY, WASHINGTON

PARCEL NUMBERS:
1-1898-300-0005-002(ptn)
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AS RECORDED UNDER DOCUMENT

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR CANDY MOUNTAIN ESTATES – PHASE I**

This Declaration is made on this _____ day of August, 1999 by William A. Cramer, Geraldine Cramer, James L. Watts, Sharon D. T. Watts, Kerry L. Watts and Jongjit S. Watts hereinafter referred to as "Developers" or "Declarants," which are the Owners of certain land situated in the State of Washington, County of Benton, City of West Richland, known as Candy Mountain Estates, Phase I, hereafter referred to as "The Property" and defined and more particularly described as Exhibit A, which is attached hereto and incorporated herein by this reference as fully set forth. All provisions of this Declaration are intended to be, and shall be in all respects, regarded as Covenants, Conditions, Restrictions and Easements running with the land.

DESCRIPTION OF DECLARATION

NOW THEREFORE, the undersigned hereby covenant, agree and declare that all of Candy Mountain Estates, Phase I as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold and conveyed subject to and burdened by the following Covenants, Conditions, Restrictions and Easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Candy Mountain Estates, Phase I, and all future phases thereof, for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in Candy Mountain Estates, Phase I or any portion thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Homeowners Association. Declarants desire to create in Candy Mountain Estates, Phase I a residential community, as defined herein, and therefore contemplate a planned, phased development of Candy Mountain Estates, in order that the community may grow in an orderly fashion under a rational scheme of development.

The Candy Mountain Estates Homeowners Association, hereafter referred to as "The Association", shall be delegated and assigned the duties and powers of owning, maintaining and administering the Common Property areas and related facilities, administering and enforcing the Covenants, Conditions, Restrictions and Easements, and collecting and disbursing the assessments and charges hereinafter created, except as to certain duties and powers reserved to the Declarants as hereinafter provided. This Declaration further establishes the right and power of the Board of Directors of The Association, hereinafter referred to as "The Board", to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction of, maintenance of and improvements to the Common Property areas and facilities, and in order to effectuate all the powers and duties of The Association, as described herein. This Declaration further establishes certain restrictions on the various uses and activities that may be permitted within Candy Mountain Estates, Phase I and further establishes the right of The Board to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

This Declaration further establishes the right and power of the Declarants and/or providers of utilities and irrigation supply, including but not limited to, installation, maintenance and operation of electrical, telephone, television, domestic water, sanitary and storm sewers and irrigation systems and to perform certain other activities within Candy Mountain Estates, Phase I.

ARTICLE 1

DEFINITIONS

- Section 1.1** Architectural Control Committee shall mean a committee established to review and approve or disapprove the details, written plans and specifications of all new construction and any exterior modifications which are to take place within Candy Mountain Estates, Phase I.
- Section 1.2** Association shall mean the Candy Mountain Estates, Homeowners Association, its successors and assigns.
- Section 1.3** Board shall mean the Board of Directors of the Association.
- Section 1.4** Common Property Area shall mean all Property held by the Developers, or owned by the Association, for the common use and enjoyment of each Member of the Association.
- Section 1.5** Candy Mountain Estates shall mean Candy Mountain Estates, Phase I.
- Section 1.6** Developers/ Declarants shall mean, William A. Cramer, Geraldine Cramer, James L. Watts, Sharon D. T. Watts, Kerry L. Watts and Jongjit S. Watts and any successor or assigns engaged in land development and/or wholesale land sales activities which are the same as, or similar to and approved by Declarants.
- Section 1.7** Declaration shall mean and refer to this instrument, and as it may be supplemented or amended from time to time.
- Section 1.8** Development Period shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending when any of the following occurs: (a) Twenty (20) years from the date hereof; (b) At such time as Declarants shall have transferred title to purchasers of all Lots or Living Units; or (c) Written notice from Declarants to The Association in which Declarants elect to terminate the Development Period. The Development Period may be extended pursuant to Article 8 hereof.
- Section 1.9** Governing Documents shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.
- Section 1.10** Living Unit shall mean and refer to a building or structure including garages, driveways, landscaping, fences, walls, decks, patios, pools, spas, and parking areas or any similar improvements upon any Lot or any portion thereof that is designed and intended for use and occupancy as a residence, which has received a certificate of occupancy from the applicable governmental authority.
- Section 1.11** Lot shall mean any plot of land shown upon any recorded subdivision map of the Property within Candy Mountain Estates, Phase I, or additions thereto, with the exception of Common Property Areas.

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- Section 1.12** Member shall mean and refer to every person, or entity, including the Declarants, which Owns one or more Lots and thereby holds membership and voting rights in The Association.
- Section 1.13** Owner shall mean the record Owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any Lot or Lots, which are a part of The Property, which shall specifically include the Declarants but shall not include a contract seller or a mortgagee, except as defined in Section 4 hereof.
- Section 1.14** Builder or Participating Builder shall mean any licensed construction contractor, or sub-contractor, that acquires a portion of the Property herein described for the purpose of building a Living Unit on said property for resale to the ultimate Owner, or is hired by another Participating Builder or an Owner to build all or a portion of a Living Unit or other structure.
- Section 1.15** Property shall mean all real property herein described as Candy Mountain Estates, or any portion thereof, and any additions thereto that are subject to this Declaration or any supplemental Declaration.
- Section 1.16** Single Family shall mean and refer to a single housekeeping unit that includes not more than four (4) adults who are legally unrelated.

ARTICLE 2

CANDY MOUNTAIN ESTATES
HOMEOWNERS ASSOCIATION

Section 2.1 Description of Association

The Association is a non-profit incorporated organization, existing under the laws of the State of Washington, and is charged with the duties and vested with the powers by law, as set forth in this Declaration of the Governing Documents, as they may be amended from time to time. Provided however, that no Document other than this Declaration shall for any reason or in any way be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 2.2 Association Board of Directors

The Declarants shall establish the initial Board of Directors consisting of not fewer than three (3) persons who need not be Owners and shall be appointed by the Declarants. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under this Declaration, and shall be subject to all provisions of these Governing Documents. The Board shall elect officers of the Association, which shall include as a minimum, a president, a vice-president and a secretary/treasurer. At the first annual Association meeting, the number of Directors shall be increased by two (2) members, with the new members being elected from and by the Association Members. These two (2) new members shall be elected to staggered terms of two (2) years and three (3) years. After the expiration of the two (2) year term, all future terms of elected Directors shall be for three (3) years, with no two (2) terms expiring in the same year. At the second annual Association meeting, the number of elected Directors shall be increased by one (1) additional member. Any vacancy created by the incapacity, resignation or removal of a Director shall be filled by the Declarants, if appointed, and by election at the next regular Association meeting, if elected from the Association Members. At no time shall any position on the Board be held by any person who is the occupant of a rental property or the operator, employee, agent, or representative of the owner of a rental property within Candy Mountain Estates.

Section 2.3 Association Membership

Every person or entity who is the Owner of a fee interest in any Lot or Living Unit which is subject, by these Governing Documents, to assessment by the Developers or the Association, shall be a member of the Association, provided however, that if any Lot or Living Unit is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the member. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership in the Association. Membership shall be appurtenant to, and may not be separated from, ownership of or a contract purchaser's interest in any Lot or Living Unit which is subject to assessment by the Developers or the Association except that the Developers shall be eligible for membership without regard to ownership of an interest in the Property. Developers who are not owners or contract purchasers of any Lot or Living Unit subject to assessment shall cease to be members of the Association at the expiration of two (2) years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the completion of the escrow process of a real estate contract for the purchase and sale of (or of an assignment of a contract purchaser's interest in) any Lot or Living Unit, the

membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee or contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such Lot or Living Unit shall be the sole qualification for membership.

Section 2.4 Members Compliance with Governing Documents

At or before the time each new purchaser of a Lot or a Living Unit, whither new or previously owned, shall close or consummate that transaction, said purchaser shall execute a signed document stating that said purchaser has received a copy of these Covenants, Conditions, Restrictions and Easements and a copy of the then current Association Bylaws, Rules and Regulations. Said document shall also state that Owner has reviewed, understands and agrees to abide by the provisions contained therein. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself/herself and his/her heirs, successors, and assigns, to observe and comply with all terms and conditions of these Governing Documents, and all rules and regulations duly promulgated by The Board and approved by The Association.

Section 2.5 Votes Appurtenant to Land

Every person or entity who is the record Owner of a fee interest in any Living Unit, Lot, or Lots, which are subject, by these Governing Documents, to assessment by the Developers or The Association, shall be entitled to cast one vote, in the matters of the Association, for each Living Unit or Lot Owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Living Unit or Lot to which it relates. A vote shall not be separated from ownership of the Living Unit or Lot to which it relates. When more than one entity holds the beneficial fee interest in any Living Unit or Lot, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to a Living Unit or Lot, and if the several Owners of a Living Unit or Lot are unable to agree as to the casting of their vote, such vote shall not be counted. The Association shall have two classes of voting membership:

Class A: Class "A" members shall be all those owners as defined herein, with the exception of the Declarants and any Owner who is not current in the payment of any general or special assessment levied by the Association. Class "A" members shall be entitled to one vote for each Living Unit or Lot in which they hold the interest required for membership as established herein.

Class B: Class "B" member(s) shall be the Declarants. Class "B" member(s) shall be entitled to three (3) votes for each Lot in which the Declarants hold the interest required for membership as established herein, provided that the Class "B" membership, for a particular Lot or Lots, shall cease and be converted to Class "A" membership on the happening of one or more of the following events:

- a) For a single Lot, completion by the Declarants of a Living Unit on a Lot, affecting only the vote assigned to said Lot;
- b) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or;

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- c) On a future date as specified in writing, by the Declarants, and delivered to the president of The Board, but in no case later than the occurrence of (b) above

Section 2.6 Bylaws Rules and Regulations

The Board shall draft The Association Bylaws, Rules and Regulations governing the use of the Common Property Areas and all facilities thereon, as relates to the conduct of Owners, their tenants and guests with respect to the Property and other Owners, in addition to the use restrictions contained in these Governing Documents and whether or not expressly contemplated herein, provided that such Bylaws, Rules and Regulations shall not be inconsistent with this Declaration. The Board shall adopt a schedule of use restrictions and reasonable monetary penalties for violations by an Owner of the provisions of these Governing Documents, the Articles, or The Association Bylaws, Rules and Regulations and impose the same in accordance with the procedures in The Association Bylaws. The draft Bylaws, Rules and Regulations shall be presented for Association approval at the first annual Association meeting. Any such rules and regulations shall become effective and shall be mailed to all Owners within thirty (30) days of ratification. Such rules shall have the same force and effect as if set forth herein.

Section 2.7 Immunity

So long as a Board member, Architectural Control Committee member, Declarant or their agents or employees, acting on behalf of The Board, The Association, The Architectural Control Committee or the Declarants, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by said person, then such person shall not be personally liable to any Owner, or any other person, including The Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided that this section shall not apply to the extent that the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by The Board. The Association shall indemnify all Board Members, Architectural Control Committee Members, the Declarants and their agents and employees against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent that such expenses and liabilities are covered by insurance obtained by The Board and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when The Board approves such settlement and reimbursement as being for the best interests of The Association.

ARTICLE 3

ASSOCIATION BUDGET,
ASSESSMENTS AND LIENS

Section 3.1 Owner's Covenant to Pay Assessments

Each Owner or contract purchaser of any Living Unit, Lot or Lots, within The Property, by acceptance of a deed or real estate contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other conveyance, the Owner covenants, and agrees thereby on behalf of himself/herself and his/her heirs, successors, and assigns, to pay to The Association, in advance, all general assessments and in a timely manner all special assessments levied as provided herein. At or before the time each new purchaser of a Lot or a Living Unit, whither new or previously owned, shall close or consummate that transaction, said purchaser shall execute a signed document stating that said purchaser has received a copy of these Covenants, Conditions, Restrictions and Easements and a copy of the then current Association Bylaws, Rules and Regulations. Said document shall also state that Owner has reviewed, understands and agrees to abide by the provisions contained therein.

Section 3.2 Association Budget

The Board shall prepare or cause to be prepared, and approved by two-thirds (2/3) of the votes cast, an operating budget for The Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by The Association, as estimated by The Board, to meet its annual costs and expenses, including but not limited to all management, administration costs, operating and maintenance expenses of the Common Property, including the amount of all taxes, assessments and liability insurance as well as the cost of utilities and when appropriate, the funding of a general operating reserve and a reserve for replacements as established by The Board. The funds required to meet The Association's annual expenses shall be raised from a general assessment against each Living Unit and Lot as provided hereafter, with the exception of those Properties listed in Section 3.11.

Section 3.3 Assessments

In order to meet the costs and expenses projected in the operating budget The Board shall determine and, by Association action, levy in advance on every Owner of a Lot or Living Unit a general assessment and from time to time, as circumstances may require, special assessments as provided for herein. Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members, including, but not limited to, the construction, establishment, improvement, repair, and maintenance of the Common Property Areas, as well as services and facilities related to the use and enjoyment of the Common Property Areas, and the payment of taxes, insurance, and other reasonable fees related to such Common Property Areas as well as those necessary to conduct Association business. Assessments shall not be used to defray operating and maintenance costs of Common Property Areas which have not yet been conveyed to the Association.





Section 3.4 Non-Discriminatory Assessments

No assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be levied on an individual Owner who is found to be in violation of these Covenants, Conditions, Requirements and Easements or The Association Bylaws, Rules and Regulations and does not rectify such violation as provided herein. In the event that, after written notice of a violation has been given to said Owner, said violation is not promptly rectified, the Declarants or The Board may elect to expend funds to bring such violation into conformity the expense of which shall form the basis for the special assessment, said special assessment shall be in an amount equivalent only to expenses.

Section 3.5 General Assessments

Each Owner of any Living Unit or Lot shall pay annually, the amount of the assessment for each Living Unit or Lot, to be set by and payable to the Association. The Board shall make reasonable efforts on an annual basis to determine the amount of the general assessment, payable annually by each Owner, at least thirty (30) days prior to the beginning of such assessment period. The general assessment shall be calculated annually using the following method. The amount of The Associations estimated annual budget shall be divided by the number of Living Units and Lots owned or under contract purchase as of the date the general assessment is levied. The resulting quotient shall be the per Living Unit/Lot assessment share for such year. Such quotient shall be multiplied by the sum of the number of an Owner's Living Units and/or Lots, owned or under contract, as of the date the general assessment is levied. The resulting product shall be the amount of such Owner's general assessment, for such year. At all times the per Living Unit/Lot assessment shall be equal for each such Living Unit or Lot except as specifically exempted in Section 3.11. For purposes of calculating the general assessment only, Declarants shall only be assessed an amount equal to the per Living Unit/Lot assessment share multiplied by the number of completed Living Units on Lots belonging to the Declarants.

Section 3.6 Increases in General Assessments

General assessments may be increased on an annual basis by The Board with the approval of two-thirds (2/3) of the votes cast in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not later than thirty (30) nor more than sixty (60) days in advance of the meeting. The maximum annual assessment per Living Unit or Lot may be increased by the Association without this member assent, in an amount not in excess of three (3%) per cent per year.

Section 3.7 Special Assessments

The Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the common areas, including fixtures and personal property related thereto, or any other unforeseen expenses not cover in whole or in part by the reserve funds, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes cast in person or by proxy at a meeting duly called for this purpose. The Board may however, as provided in Sections 3.4 and 3.8, levy special assessments on an individual Owner who is found to be in violation of these Covenants, Conditions, Requirements and Easements or the Association Bylaws, Rules and Regulations

and does not rectify such violation as provided herein, any such special assessment shall not require the assent of two-thirds (2/3) of the membership votes.

Section 3.8 Violations of Governing Documents

The Board shall adopt a schedule of reasonable monetary penalties for violations by Owners of the provisions of these Covenants, Conditions, Requirements and Easements or The Association Bylaws, Rules and Regulations or any revisions thereto. Any such monetary penalty shall be a special assessment and become a continuing lien on the Owner's property, which shall bind said property in the hands of the then Owner on the date of the assessment, and his/her successors in interest. All such liens shall be handled in accordance with Section 3.11.

Section 3.9 Commencement of Assessments

The liability for the annual general assessments provided for in Section 3.5 shall begin on the first day of the calendar month following the expiration of six (6) months from the effective date of any deed or real estate contract of sale for the Lot, or on the first day of the calendar month following occupancy of the Living Unit, whichever is earlier. The amount of the initial assessment, one hundred twenty dollars and no cents (\$120.00) annually or ten dollars and no cents (\$10.00) monthly, shall be prorated for the remaining portion of the calendar year. Thereafter, the assessment shall be due and payable on January 1, or on such other schedule as The Board shall adopt and publish. The due date of any special assessments as provided for in Section 3.7 shall be fixed by The Board, by a resolution authorizing such assessment.

Section 3.10 Effect of Non-Payment of Assessments

If any assessment is not paid within thirty (30) days after it is due and payable, the assessment shall be declared delinquent, and the balance due shall bear interest from the date on which it was due at the rate of ten percent (10%) per month for any full month during which the assessment is delinquent. The Association may bring an action at law to place a lien for the amounts owed against the Living Unit or Lot, such lien shall also be the personal obligation of the person or entity who is the Owner of the Living Unit or Lot at the time of the assessment, which shall bind the property in the hands of the then Owner or contract purchaser, and his successors in interest. The Association may also foreclose the lien against the Property. Accumulated interest and costs shall be added to the amount of such assessment, and all such sums shall be included in any judgement or decree entered in such suit. No Owner shall be relieved of liability for the assessments provided for herein by nonuse of the Common Property Areas or by abandonment of his/her Living Unit or Lot. By acceptance of a deed to a Living Unit or Lot, execution of a contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to the Declarants during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration as a debt, in favor of the Association by such means as may be allowable under law. The liens provided for in this Declaration shall be for the benefit of the Association and said Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage and convey the Living Unit or Lot foreclosed against. During the period in which an Owner is delinquent in the payment of any annual general or special assessment levied by The Association, the voting rights and right to use the Common Property Areas shall be suspended until such assessment has been paid.



Section 3.11 Lien to Secure Payment of Assessments

Declarants hereby create in The Association perpetually, the power to create a lien in favor of the Association against each Living Unit and Lot, to secure to The Association the payment of all assessments, interest, costs, attorneys' fees and court costs; and Declarants hereby subject all Living Units and Lots perpetually to such power of The Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by The Association, therefor any such lien when created, shall be a security interest in the nature of a mortgage in favor of The Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment forward, but expiring prorata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Living Unit or Lot at the time of the assessment, which shall bind the property in the hands of the then Owner, and his successors in interest. The Board may use reasonable efforts through legal proceedings, with Association concurrence, to satisfy said lien amounts due, together with attorney's fees and court costs, from said Owner even after he/she is no longer a Member of The Association.

Section 3.12 Attorneys' Fees

In the event of a law suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys' fees that the prevailing party has incurred in connection with the law suite or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 3.13 Exempt Property

No land with improvements devoted to dwelling use shall be exempt from said assessments except as noted herein. The following Properties subject to this declaration shall be exempt from the assessments created herein:

- a) All properties owned by the Declarants except those with finished Living Units;
- b) All properties owned by city, county, state, or federal agencies;
- c) All Common Property Areas within the scope of Candy Mountain Estates, Phase I;
- d) Declarants shall, during the Development Period, grant an exemption from assessments to Participating Builders, for those Lots purchased for the purpose of building Living Units for the purpose of resale as well as those New Living Units which are being marketed for sale.

ARTICLE 4

SUBORDINATION OF LIENS

Section 4.1 Intent of Provisions

The provisions of this Article 4 shall apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Living Unit or Lot.

Section 4.2 Mortgagee's Non-Liability

The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 4.3 Mortgagee's Rights During Foreclosure

During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Living Unit or Lot, including but not limited to the right to vote in the Association, to the exclusion of the Owner's exercise of such rights and privileges.

Section 4.4 Mortgagee as Owner

At such time as a Mortgagee shall become the record Owner of the Living Unit or Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner. After the foreclosure of a security interest in a Living Unit or Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and The Association shall use reasonable efforts to collect the same from such Owner.

Section 4.5 Subordination of Assessment Liens

Nothing herein contained shall impair or defeat the lien of any Mortgage or deed of trust now or hereafter recorded covering any Living Unit or Lot. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Living Unit or Lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest.

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ARTICLE 5

ARCHITECTURAL CONTROL COMMITTEE

Section 5.1 Architectural Control Committee

There shall be an Architectural Control Committee composed of Builder representatives, representatives of, and appointed by the Declarants. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of said committee members shall cease upon the termination of the Development Period, or at an earlier date if so determined by Declarants. Thereafter the committee approvals described in this covenant shall be obtained from The Association's Architectural Control Committee. The Association's Architectural Control Committee shall be composed of three (3) or more representatives who shall be selected according to The Association Bylaws, and continuously maintained thereafter. Matters subject to review and approval or disapproval, by either Architectural Control Committee, include, but are not limited to, details and written plans and specifications of all construction, subject to the approval of the appropriate city, county or state authorities. No building of any type shall be erected or placed on any Lot or Common Property until the building plans, specifications, plot plan, landscaping, color scheme, fencing, and the nature, kind, shape, height, materials and location with respect to topography and finished ground elevation of such building have been approved in writing, by the Architectural Control Committee, as to conformity and harmony of external design with planned or existing structures within the Property, nor shall any existing structure be externally altered in any manner as to substantial changes in landscaping, color scheme, fencing and physical alterations until such changes have been approved in writing by the Architectural Control Committee. The Architectural Control Committee's approval shall also be required for swimming pools, spa's and outdoor courts. The Architectural Control Committee shall have the authority to establish guidelines, criteria and procedures governing the compliance, by Owners, with the provisions of this covenant.

Section 5.2 Architectural Control Committee Address

All plans, specifications and plot plans shall be submitted to the Architectural Control Committee at the following address:

Candy Mountain Estates
Architectural Control Committee
P. O. Box 9635
Richland, Washington 99352

or to such other address as may hereafter be given in writing to The Board or Owners.

Section 5.3 Approval for Building or Clearing

The following shall apply to all matters within the jurisdiction of the Architectural Control Committee:

- a) No Living Unit or Lot shall be subdivided during the Development Period without prior written approval by the Declarants Architectural Control Committee. Thereafter, no Living

Unit or Lot shall be further subdivided without prior written approval by The Association's Architectural Control Committee.

- b) During the Development Period, no initial construction of a Living Unit or accessory building, on a Lot or a structure upon Common Property, shall be commenced until written approval thereof has been obtained from the Architectural Control Committee.
- c) No conversion, addition to or exterior alteration of the physical appearance of all or any portion of an existing Living Unit, accessory building or a structure upon Common Property shall be commenced until written approval of the Architectural Control Committee has been obtained.
- d) No clearing, excavation or filling shall be permitted on a Lot or Common Property Area, until written approval of the Architectural Control Committee is obtained.
- e) In order to obtain approval pursuant to this Article, an Owner or Participating Builder shall submit to the Architectural Control Committee, as applicable, written plans and specifications showing the nature, kind, shape, height, materials, colors, general landscaping, location and other information relevant to the application for approval.
- f) The construction of a Living Unit, accessory structure or a structure upon Common Property and major alterations thereto shall be done by a licensed and bonded contractor, unless a prior written waiver is obtained from the Architectural Control Committee. Proof of the Participating Builders current contractor license and registration shall be submitted with the plans and specification.
- g) Plans and specifications shall include a reasonable timetable for the completion of all construction activities and shall in no case, exceed nine (9) months. An extension to complete landscaping may be granted where completion within nine (9) months is not feasible due to weather or other exceptional circumstances. Where appropriate, the Architectural Control Committee may require completion of the exterior of any structure and landscaping with a shorter period of time.

Section 5.4 Building Size Requirements

No structure or building of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Living Unit for single-family occupancy only, not to exceed two stories, above grade, in height. All Living Units shall have an attached, directly or by roof covered breezeway of twenty (20) feet or less in length, garage for not more than four (4) nor less than two (2) standard size passenger automobiles. Minimum garage size shall be not less than twenty (20) feet deep by twenty-one (21) feet wide. Each Living Unit may have one (1) accessory or storage building which must be approved by the Architectural Control Committee. All such structures shall have exterior siding and roofing materials matching those used on the Living Unit. The ground floor area of a Living Unit main structure, exclusive of porches, decks, patios and garages, shall not be less than one thousand eight hundred (1,800) square feet for a one (1) story dwelling, nor less than one thousand (1,000) square feet for the ground floor area and a total of one thousand eight hundred (1,800) square feet for a two (2) story Living Unit. A single story Living Unit with a daylight basement may, with Architectural Control Committee approval on a case by case basis, have a main/ground floor of less than eighteen hundred (1,800) square feet. A basement whither daylight, or otherwise shall not be considered as the ground floor. No Living Unit shall have more than two-stories



above the high point of the original Lot grade, measured at the foundation, of that portion of the Lot upon which it is situated. No Living Unit or building upon Common Property Area shall have an overall finished roof height of more than thirty-five (35) feet above the highest point of the original Lot grade, measured at the foundation, of that portion of the Lot upon which it is situated. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarants or a Participating Builder to move, locate and maintain, during the Development Period, on such portions of the Property owned by that party, or their client, as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of Living Units and sale of Lots, included but not limited to, business and sales offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of any kind, signs and model homes, subject to approval thereof by the Declarants.

Section 5.5 Construction Requirements

All Living Units, accessory buildings and buildings upon Common Properties shall be stick framed, built on the site on a concrete slab or foundation with crawl space or basement, with prefabrication to be limited to framework, doors, windows, cabinets, ductwork and fixtures. No more than fifty percent (50%) of the total construction, including the items referenced, may be performed offsite. No electrical, plumbing or heating and cooling systems may be installed offsite. No pre-manufactured, mobile or modular homes, UBC rate homes, or any similar type of home shall be allowed. No buildings or structures shall be moved from other locations onto any Lot, except as provided in Section 5.4. It is the intent and purpose of this Section 5.5 to assure that all Living Units, accessory buildings and buildings upon Common Properties shall be of top quality in both workmanship and materials. Both materials and workmanship shall be subject to constant review and approval by the Architectural Control Committee.

Section 5.6 Exterior Materials

The following shall be acceptable for use as exterior materials:

Roofing: Class 'A' or 'B' fire rating Composition shingle (minimum 25 year rated)
Slate - Tile

Siding: On all exterior walls Premium quality horizontal or vertical siding composed of wood products (No plywood based sheet type products - No vertical siding on street side walls)
Vinyl or concrete based materials - which appear to be wood
Stucco - Dryvit
Brick - Stone - cultured or natural

Driveways: Concrete
Asphalt
Masonry/Brick type tiles
Cobblestone

Fences and walls Wood
Concrete materials-which appear to be wood
Decorative Wrought Iron, Aluminum or Vinyl
Brick - Stone - cultured or natural
Stucco - Dryvit



All exterior materials and colors will be considered and must be approved on a case by case basis by the Architectural Control Committee.

Section 5.7 Completion Requirements

Any Living Unit or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and required landscaping, within nine (9) months from date of commencement of construction and shall be connected to the public sewer and water system. An extension of time may be granted by the Architectural Control Committee when completion is not feasible due to weather or other exceptional circumstances. Builders shall, within thirty (30) days after substantial completion of a Living Unit, install sidewalks along all property lines which are adjacent to and parallel public street right of ways. Builders shall construct a six (6) foot cedar fence, with stone columns at approximately one hundred (100) foot intervals, as directed by the Architectural Control Committee, along property lines adjacent to Kennedy Road. Builders shall landscape the front and side yards which abut public streets, using a mix of grass, shrubs and trees. Such landscaping shall extend no less than from the front and/or sidewall of the Living Unit to the street sidewalk. Such landscaping shall include trees that are a minimum of one and one half (1 1/2) inch caliper, branched trees, selected from the approved specimen list. There shall be a minimum of two (2) such trees on each side of the Lot abutting a street, said trees shall be placed adjacent to the street right-of-way and five (5) feet from any easement. Such trees shall be placed in a manner equidistant from each other and from the trees on the adjacent Lots. Any tree which dies shall be replaced with like kind within six (6) months. Owner supplied landscaping, for the remainder of the Lot, shall be completed within six (6) months from the closing date of the sale of said Living Unit. An extension of time may be granted by the Architectural Control Committee when completion is not feasible due to weather or other exceptional circumstances.

Section 5.8 Decisions of the Architectural Control Committee

The Architectural Control Committee shall determine whether any given use of a lot unreasonably interferes with an abutting Owners use of his property, such determination shall be conclusive. The decision of the Architectural Control Committee to approve or disapprove plans shall be made within 30 days of submission of a complete set of plans, and shall be in writing, such written endorsement shall be placed on said plans, one copy of which shall be delivered to the Builder and/or the Owner of said Lot. In the event the committee, or its designated representative, fails to give its approval or disapproval within thirty (30) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Section 5.9 No Warranty

No act by the Architectural Control Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with the City of West Richland procedures and regulations or other governmental laws or regulations.

ARTICLE 6

COMMON PROPERTY AREAS

Section 6.1 Common Property Areas Defined

Declarants may from time-to-time during the Development Period convey to The Association, Common Property Areas designated on a final plat or other recorded map or plan. Upon its creation as Common Property Area, and whether or not it shall have been conveyed as yet to the Association, every part of the Common Property Area shall be subject to an easement of common use and enjoyment in favor of The Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of these Governing Documents.

Section 6.2 Members Easement of Enjoyment

Every member shall have a right and easement of enjoyment in and to the Common Property Areas and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in, every assessed Living Unit or Lot, subject to the following provisions

- a) The right of The Association to limit the number of guests, of a Member, allowed to use Common Property Areas;
- b) The right of The Association to charge reasonable admission and other fees for the use, by non-Members, of any recreational facility situated upon the Common Property;
- c) The rights of The Association to take such steps as are reasonably necessary to protect any such mortgaged Property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such Property to the public;
- d) The right of The Association to suspend the right to use of the Common Property Areas by a member for any period during which any assessment against such Owner's Living Unit or Lot remains unpaid and for a period not to exceed thirty (30) days for any single infraction of these Governing Documents, The Association's Bylaws, Rules and Regulations. During the Development Period the Association shall be required to exercise its right to suspend the right to the use of the Common Property Areas by a member for non-payment of an assessment, upon the request of the Declarants;
- e) The rights of The Association, to dedicate or transfer all or any part of the Common Property Areas to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been recorded which has been signed by two-thirds (2/3) of the members entitled to vote agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance;



- f) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), and (e) shall require the prior approval of the Declarants.

Section 6.3 Delegation of Use

Any member may delegate, in accordance with the Association Bylaws, his/her right of enjoyment to the Common Property Areas and facilities to the members of their family or their tenants who reside on the Property, and subject to regulation by the Association, their temporary guests.

Section 6.4 Maintenance of Common Property

The Declarants during the Development Period, and thereafter the Association, shall maintain all Common Property Areas, unless any such areas shall have been deeded or dedicated to the Association or a municipal corporation, which as a result of said deeding or dedication has the obligation to maintain said properties. The Association shall maintain, repair, replace, improve and otherwise manage all of the Common Property Areas, deeded to The Association by the Declarants, so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction or reconstruction as may be determined to be necessary, pursuant to Association action, to promote the recreation, health, safety and welfare of the Members. Any action necessary or appropriate to the maintenance and upkeep of the Common Property Areas, the landscaping, irrigation, sewer and water systems, all buildings, telephone, electrical and television services applicable to the Common Property Areas, shall be taken by The Association only, and only after such Common Property Area has been deeded to The Association by the Declarants.

Section 6.5 Easements

The Declarants for themselves, their successors and assigns, dedicate easements for public utility purposes over the public easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct, and reconstruct and repair sewer lines, domestic water lines, irrigation lines where applicable, telephone lines, television cable lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each Lot within said Property, and whenever the use of said easement shall cease, the same shall revert to the Owner of the Lot affected by said easement. No structure, planting or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage or irrigation channels except those which are placed by those responsible for said utility or channel, their agents and employees. An easement is reserved over, under and upon Candy Mountain Estates, Phase #1, Lots 1 and 12, for the purpose of installation and maintenance of an entry monument and an entryway, together with the right to enter upon said property at all times for the purposes stated.



ARTICLE 7

GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

Section 7.1 Effect of Violations

Violations of these Covenants, Conditions and Restrictions and any fines, assessments or other costs associated therewith, shall be handled in accordance with the guidelines found in Article 3.

Section 7.2 Exterior Maintenance

Each individual Owner shall be obligated to provide exterior maintenance on his/her Living Unit and Lot. However, in the event an Owner of any Living Unit or Lot subject to assessment shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, the Developers or The Board, as the case may be, shall have the right, through their agents or employees, to enter upon any said premises and to repair, maintain and restore the Lot and the exterior of the Living Unit and any other improvements erected thereon.

Section 7.3 Residential Use of Temporary Structures and Garages

No trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence temporarily or permanently, except that visitors traveling in a recreational vehicle may use such vehicle while parked in an Owner's driveway for a period of time not to exceed fourteen (14) days. No garage shall be converted to living space or for recreational use excepting that Declarants or a Participating Builder may temporarily convert the garage in a Model Living Unit into a sales and marketing office. Such converted garages shall be converted back to garage space prior to the sale of the Model Living Unit to the ultimate owner.

Section 7.4 Minimum Living Unit Size and Home Quality

All Living Units shall be constructed in accordance with the requirements set forth in Article 5 as well as any additional requirements which may be added at a later date. Both materials and workmanship shall be subject to constant review and approval by the Architectural Control Committee.

Section 7.5 Building Setback

No Living Unit or other structure shall be located nearer to any Lot line than the building setback requirements of the Codes of the City of West Richland. In any event, no Living Unit or other structure shall be located on any residential Lot nearer than twenty-five (25) feet to the front lot line, nor nearer to any side street than allowed by city building codes. No Living Unit or other structure shall be located nearer than ten (10) feet to any (non-street) side Lot line (fences, chimneys, porches and decks excepted).

Section 7.6 Fences, Walls and Decks

No fence, wall, hedge or mass planting shall be permitted to extend nearer to any side street than is allowed by city building codes but in no case less than five (5) feet behind the utility easement or sidewalk, which ever is furthest from the curb. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. In no event shall side yard fences, walls or hedges project beyond the front walls of any Living Unit or garage. Fences, walls and decks shall be well constructed of suitable materials and shall be artistic in design and shall not detract from the appearance of any of the Living Units located upon adjacent Lots nor be offensive to the Owners or occupants thereof. No fence, wall or deck shall be constructed without prior written approval from the Architectural Control Committee. The Architectural Control Committee shall establish guidelines for the construction, repair, replacement, maintenance or extension of fences and walls. The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building setback, height and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 7.7 Landscaping

Participating Builders shall, within thirty (30) days after substantial completion of a Living Unit, install sidewalks along all property lines which are adjacent to and parallel public street right-of-ways and landscape the front yard, and side yard of corner lots, which abut public streets, using a mix of grass, shrubs and trees selected by the Participating Builder from the approved specimen list. No landscape planting, with the exceptions of trees and foundations plantings, shall be allowed to grow to a height exceeding six (6) feet. No tree shall be allowed to grow to a height exceeding twenty-five (25) feet unless approval is obtained in writing from The Board with the approval of two-thirds (2/3) of the votes cast by Members. No tree shall be allowed which is a type whose roots are known to rise to the surface or impact sidewalks, driveways and foundations. After notice to an Owner from The Board or the Architectural Control Committee of such Owner's failure to so maintain their landscaping, and after approval of two-thirds (2/3) of The Board, Architectural Control Committee, or such other Association committee to which such oversight shall have been delegated, The Board shall have the right, through its agents and employees, and upon not less than forty-eight (48) hours prior written notice, to enter upon any Lot which has been found to violate this section in order to repair, maintain, and/or restore the landscaping to such standards.

Section 7.8 Business and Commercial Use of Property Prohibited

No trade, craft, manufacturing enterprise, business or commercial activity of any kind shall be conducted or carried on upon any Lot, without prior written approval of The Board, nor shall any goods, equipment, vehicles including, buses, trucks, and trailers of any description, or material, supplies used in connection with any trade service or business, wherever the same may be conducted, be stored, kept, parked, dismantled or repaired upon any street within the Property nor upon any Lot where it is visible from the street. Nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. Except that the Declarants or a Participating Builder may conduct business from a sales and information center or an office within a model home or a mobile office, and store supplies, materials and equipment on any Lot upon which they are building a Living Unit or other structure.





Section 7.9 Animals

No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot, 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. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on any property other than the Lot of the Owner of the pet. Failure to do so will be dealt with in accordance with the Bylaws of the Association. When not confined to the Owner's Lot or Living Unit, dogs shall be on a leash, all pets must be accompanied by a responsible person when not confined to the Owner's Lot or Living Unit.

Section 7.10 Signs

Except for entrance, street, directional, traffic control, parking, and safety signs and such promotional signs as may be maintained by the Declarants and Participating Builders, their agents or contractors, or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Lot or Common Property. Provided however, that one temporary real estate sign not exceeding six (6) square feet in area, including its frame, may be erected upon any Lot or attached to any Living Unit placed upon the market for sale, rent or lease. Any such temporary real estate sign shall be removed promptly following the closing of the sale, rental or lease of such Lot or Living Unit. Three (3) signs of a political nature, not exceeding six (6) square feet in area each, may be erected upon any Lot during a political campaign, provided however, such signs shall be placed by the Owner of said Lot and such signs shall be removed within forty-eight (48) hours after the relevant election day.

Section 7.11 Garbage and Trash

No trash, lawn, bush or tree trimmings, dirt, rocks, rubbish of any kind shall be dumped or disposed of on or in any street, ditch, Lot or Common Property Area. All garbage and other waste shall be kept in appropriate containers for proper disposal, such containers shall be kept out of site from the streets at all times except on garbage pickup days. The removal and disposal of all such materials shall be the sole responsibility of the Participating Builder or Owner. Should any Participating Builder or Owner fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from said property or the street, ditches, other Lots or Common Property areas adjacent thereto, within forty-eight (48) hours following the receipt of notice from the Developers or The Board informing them of such violation, the Developer or The Board may have said materials removed and bill the cost of such removal to the offending party.

Section 7.12 Storage of Automobiles, Boats, Trailers and Campers

No Owner of any Lot shall store, in excess of forty-eight (48) hours, any van, camp trailer, camper, camper truck, boat, boat trailer, horse trailer, recreational vehicle, commercial vehicle, bus, truck, or any other similar machinery or equipment of any kind on driveways, public streets or upon any Lot, except standard size pickup trucks and passenger cars. Exempt from the foregoing are boats, campers and recreational vehicles which may be stored in driveways or along side garages from Memorial Day through Labor Day.

Any vehicle belonging to the Owner of any Lot or any member of his family or any guest, which is non-operational or in an extreme state of disrepair, shall not be parked upon any street, driveway or Lot within The Property, except temporarily for loading and unloading of passengers or personal property, unless said vehicle is within an enclosed garage. Should any Owner fail to remove any such vehicle within twenty-four (24) hours after notice is delivered, from the Developers or The Board informing them of a violation of this provision, the Developers or The Board may have such vehicle removed and charge the expense of removal to said Owner. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Developers or The Board, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 7.13 Off-Road Vehicles

No Owner of any Living Unit or Lot nor any member of his/her family or any tenant or guest shall, at any time, operate any motorized off-road vehicle, motorcycle or ATV or similar vehicle of any type upon any portion of The Property whether said Property is developed or undeveloped.

Section 7.14 Radio Antennas and TV Satellite Dishes

No radio or TV antenna shall be permitted to extend more than ten (10) feet above the roofline of any residence without the written approval of the Architectural Control Committee. No satellite dish in excess of twenty-four (24) inches in diameter shall be allowed, the location of which must be approved by the Architectural Control Committee.

Section 7.15 Ingress and Egress

The Living Units constructed on Lots abutting the KID canal right-of-way and the Kennedy Road right-of-way shall not have direct ingress and egress via the canal service road nor Kennedy Road. All ingress into and egress from Candy Mountain Estates shall be via the established public streets and roads. All ingress to and egress from any given Lot shall only be directly from said Lot to the adjacent public street without crossing onto an adjoining Lot unless said Lot is the property of the Owner of both Lots.

Section 7.16 Underground Utilities

Except for hoses necessary in connection with normal lawn maintenance, no electric, telephone or TV service cable or any water, sewer or drainage pipe shall be installed or maintained above ground.

Section 7.17 Swimming Pools, Spas and Outdoor Courts

No swimming pool, spa or outdoor court shall be constructed on any Lot without the prior written approval of the Architectural Control Committee. Driveway basketball hoops are acceptable, but, at no time shall a basketball hoop be setup within a public right of way or utility easement.

Section 7.18 Outdoor Lighting

Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. No outdoor light on a

Lot, excepting street lights, shall exceed eight (8) feet in height without prior written approval from the Architectural Control Committee. No sodium vapor, quartz, metal halide or other high intensity lighting is permitted.

Section 7.19 Sanitary Sewer Systems

Each Living Unit and all other structures requiring sanitary sewer shall be connected to the sanitary sewage disposal system owned and operated by the City of West Richland.

Section 7.20 Wells and Septic Tanks

There shall be no water wells or septic tanks on any Lot. Living Units and other structures, which require water and sewer, shall at all times be connected to the water and sewer systems provided by the City of West Richland.

Section 7.21 Drilling and Mining

No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any oil or water wells, tanks, tunnels, mineral extractions or shafts be permitted upon any portion of The Property.

Section 7.22 Weapons

No weapon of any kind or nature, including rifles, shotguns, handguns, BB guns, pellet guns, bows, slingshots, slings, traps or any other weapon shall be used or discharged upon any part of The Property, except by authorized government officials. No hunting shall be permitted upon The Property.

Section 7.23 Leasing and Renting

Not less than the whole of any Lot or Living Unit may be leased or rented, without prior approval from The Board, nor shall any Lot or Living Unit be leased or rented for a period of fewer than thirty (30) days. Each lease or rental agreement shall be in writing, a copy of which shall be on file with the Board, said agreement shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee or renter to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to, delegate to their tenants the right to use the Common Property Areas in the same manner as Owners, provided that non-resident Owners of Lots or Living Units who delegate their right to use Common Property Areas to their tenants shall not also have the right to use the Common Property Areas during the period of such delegation. Any such delegation shall be expressed in writing in the lease or rental agreement.

Section 7.24 Nuisances Prohibited

No noxious or offensive trade or activity shall be conducted in any portion of The Property, nor shall anything be done or maintained therein in violation of the laws of the State of Washington, City of West Richland or any other applicable governmental entity. Nothing shall be done or maintained on any portion of The Property which may be or become an annoyance or nuisance to the neighborhood, or detract from the value of the Property. The Board shall determine, with the approval of two-thirds (2/3) of the votes cast by Members, if any given use

of a Lot, Living Unit or Common Property Area unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots, Living Units or the Common Property Areas, such determination shall be final and conclusive.

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ARTICLE 8

ANNEXATION OF ADDITIONAL PROPERTIES

Section 8.1 Notification and Voting Requirements

Annexation of additional Properties within the general plan of the development provided for in Section 8.2 hereof, shall require the assent of two-thirds (2/3) of the Members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting, setting forth the purpose of the meeting. At such meeting the presence of members or of proxies entitled to cast two-thirds (2/3) of the votes, shall constitute a quorum. If the required quorum is not forthcoming at said meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum of the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting. In the event the two-thirds (2/3) of the Members are not present in person or by proxy, members not present may give their written consent to the action taken. During the Developmental Period, annexation of additional properties under this Section 8.1 shall also require the prior written approval of the Declarants.

Section 8.2 Annexation Guidelines

If within twenty (20) years of the date of recording of this Declaration, Declarants should develop additional lands, within the area of Candy Mountain Estates, described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing Property without the assent of the members of the Association; provided, however, that the development of additional lands described in this section shall be in accordance with these Governing Documents of Candy Mountain Estates and become a part of these Covenants, Conditions, Restrictions and Easements. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration (FHA) prior to such development. If the FHA determines that such detailed plans are not in accordance with the general plan on file with it and so advises The Association and the Developers, the development of the additional lands must have the assent of two-thirds (2/3) of the Members, in good standing, of The Association voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast two-thirds (2/3) of the votes shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

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ARTICLE 9

GENERAL PROVISIONS

Section 9.1 Enforcement

The Declarants, The Association, and each Owner of a Living Unit, Lot or Lots subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all Covenants, Conditions, Restrictions or Easements, Reservations, Liens and charges now or hereafter imposed by the provisions of this Declaration; provided, however, that the Declarants right to enforce the provisions of the Declaration shall terminate at such time as the Declarants shall cease to be the Owner of a Lot or Lots subject to this Declaration. Failure of the Declarants, The Association or any Owner to enforce any Covenant, Condition, Restriction or Easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Severability

Invalidation of any one of these Covenants, Conditions, Restrictions or Easements by judgment or court order shall in no way affect any other the same, all of which shall remain in full force and effect.

Section 9.3 Amendment

The Covenants, Conditions, Restrictions and Easements of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association and the Owner of any Lot subject to this Declaration, including the Declarants, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration being recorded, after which time said Covenants, Conditions, Restrictions and Easements shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants, Conditions, Restrictions and Easements which is signed by not less than seventy-five (75%) percent of the Owners then owning any of the Property described in Exhibit "A" shall have been filed with the Benton County Auditor. The Covenants, Conditions, Restrictions and Easements of this Declaration may be amended by the Declarants during the first twenty (20) year period or after that period by an instrument signed by not less than seventy-five (75%) percent of the Owners then owning a Living Unit, Lot or Lots within the property described in Exhibit "A" provided however, that there shall not be, for any reason, amendments or otherwise changes so as to be inconsistent with this Declaration. If there is any conflict among or between this Declaration and amendments thereto, the Articles or Bylaws of The Association, the provisions of this Declaration shall prevail. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 9.4 No Warranty of Enforceability

While the Declarants have no reason to believe that any of the Covenants, Conditions, Restrictions or Easements contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarants make no warranty or representation as to the present or future validity or enforceability of any such Covenant, Condition, Restriction or Easement. Any Owner acquiring a Living Unit, Lot or Lots in reliance on one or more of such Covenants, Conditions, Restrictions and Easements shall assume all risks of the validity and



enforceability thereof and, by acquiring said Living Unit, Lot or Lots, agrees to hold Declarants harmless therefrom.

Section 9.5 Termination of Declarants Responsibility

In the event the undersigned, shall convey all of their remaining right, title and interest in and to The Property to any partnership, individual or corporation, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder.

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GERALDINE CRAMER

COV

39.00

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Benton County

DATED this 10 day of August 1999.

By: William A. Cramer
William A. Cramer

Geraldine Cramer
Geraldine Cramer

James L. Watts
James L. Watts

Sharon D. T. Watts
Sharon D. T. Watts

Kerry L. Watts
Kerry L. Watts

Jongjit S. Watts
Jongjit S. Watts

STATE OF WASHINGTON)
County of Benton)ss.

On this 10 day of August, 1999, before me, the undersigned Notary Public in and for said County and State, personally appeared William Cramer, Geraldine Cramer, James Watts, Sharon Watts, Kerry Watts, and Jongjit Watts, known to me to be the persons whose names are subscribed to the foregoing instrument, under oath stated that they are authorized to execute this instrument and acknowledged that they are the owners of certain real property known as Candy Mountain Estates, Phase I, who acknowledged to me that they signed same as for the uses and purposes therein mentioned.

WITNESS MY SEAL.



Karen Forsythe
Notary Public for Washington

Residing at Walla Walla
County

Commission Expires: 8-10-99



Candy Mountain Estates Phase I Legal Description

Lots 1-29 Inclusive of Candy Mountain Estates, Phase I, Recorded August 5, 1999, in
Vol. 15 of Plats Page 95, Records of Benton County Washington

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GERALDINE CRAMER CDV 39.00 Benton County

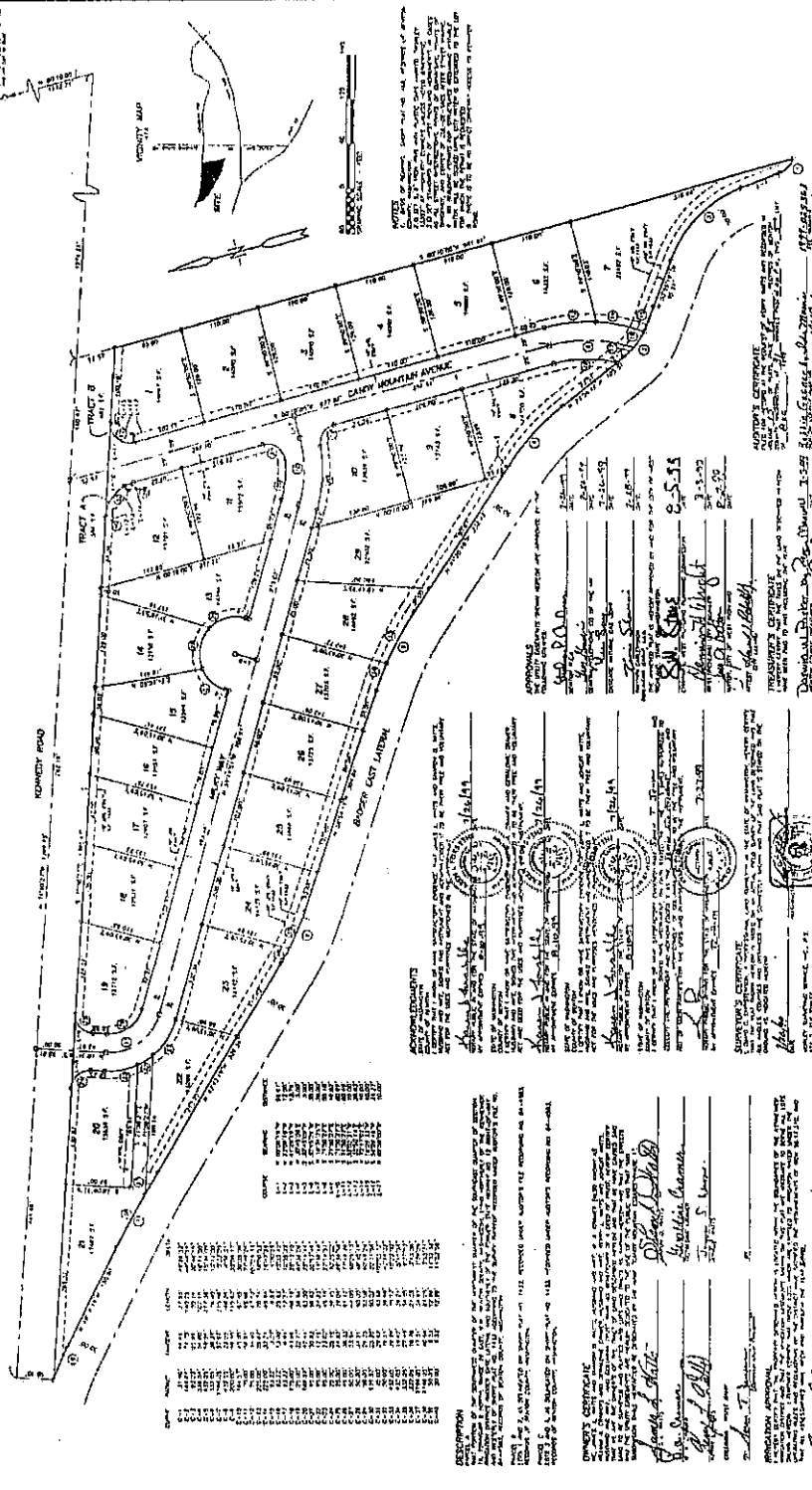


GERALDINE GRAMER

COV

39.00

FINAL PLAN
 CANDY MOUNTAIN ESTATES, PHASE 1



NOTES:
 1. ALL LOTS ARE TO BE CONVEYED BY DEED.
 2. THE LOTS ARE TO BE CONVEYED TO THE BUYER IN ACCORDANCE WITH THE SUBDIVISION MAP.
 3. THE LOTS ARE TO BE CONVEYED TO THE BUYER IN ACCORDANCE WITH THE SUBDIVISION MAP.
 4. THE LOTS ARE TO BE CONVEYED TO THE BUYER IN ACCORDANCE WITH THE SUBDIVISION MAP.

RESERVATION
 I, GERALDINE GRAMER, do hereby reserve the right to use the following described land for the purpose of a public road, to-wit: BROWNIE EAST LANE, as shown on the attached subdivision map, and to use the same for the purpose of a public road, to-wit: BROWNIE EAST LANE, as shown on the attached subdivision map, and to use the same for the purpose of a public road, to-wit: BROWNIE EAST LANE, as shown on the attached subdivision map.

DEEDS
 I, GERALDINE GRAMER, do hereby convey to the following named persons, the following described land, to-wit: [List of lots and descriptions]

DEEDS
 I, GERALDINE GRAMER, do hereby convey to the following named persons, the following described land, to-wit: [List of lots and descriptions]

DEEDS
 I, GERALDINE GRAMER, do hereby convey to the following named persons, the following described land, to-wit: [List of lots and descriptions]

OWNER'S CERTIFICATE
 I, GERALDINE GRAMER, do hereby certify that the above described land is the same as shown on the attached subdivision map, and that the same is being conveyed to the following named persons, to-wit: [List of names]

OWNER'S CERTIFICATE
 I, GERALDINE GRAMER, do hereby certify that the above described land is the same as shown on the attached subdivision map, and that the same is being conveyed to the following named persons, to-wit: [List of names]

OWNER'S CERTIFICATE
 I, GERALDINE GRAMER, do hereby certify that the above described land is the same as shown on the attached subdivision map, and that the same is being conveyed to the following named persons, to-wit: [List of names]

OWNER'S CERTIFICATE
 I, GERALDINE GRAMER, do hereby certify that the above described land is the same as shown on the attached subdivision map, and that the same is being conveyed to the following named persons, to-wit: [List of names]

1-1471-285-0000-0000(20)
 500-550-1438-1
 1-1598-101-1133-000

C-22	95.00'	23.02'	45.18'	27'14"51"	L-8	S 71°50'27"E	50.18'
C-23	25.00'	25.18'	39.45'	90°25'02"	L-9	S 71°50'27"E	49.82'
C-24	25.00'	24.82'	39.09'	89°34'58"	L-10	S 71°50'27"E	60.69'
C-25	25.00'	24.82'	39.09'	89°34'58"	L-11	S 71°50'27"E	60.69'
C-26	45.00'	36.33'	61.12'	77°49'26"	L-12	S 33°02'31"W	10.00'
C-27	50.00'	23.54'	44.00'	50°25'13"	L-13	S 35°50'14"E	28.83'
C-28	50.00'	34.21'	60.00'	68°45'18"	L-14	N 75°17'02"E	10.00'
C-29	50.00'	29.35'	53.08'	60°49'29"	L-15	S 18°09'33"W	10.00'
C-30	139.57'	25.28'	50.02'	20°31'58"	L-16	S 54°09'46"W	24.27'
C-31	25.00'	29.82'	43.66'	100°03'12"	L-17	N 89°50'00"W	10.00'
C-32	50.00'	19.31'	36.86'	42°14'32"			
C-33	432.05'	39.19'	78.17'	10°22'02"			
C-34	432.05'	19.62'	39.21'	5°11'58"			
C-35	332.05'	27.49'	54.85'	9°27'52"			
C-36	332.05'	10.78'	21.55'	3°43'08"			
C-37	1196.05'	17.31'	34.61'	1°39'29"			
C-38	1196.05'	40.64'	81.25'	3°53'31"			
C-39	50.00'	6.53'	12.99'	14°52'58"			
C-40	50.00'	6.53'	12.99'	14°52'58"			

DESCRIPTION

PARCEL A

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHERLY OF THE KENNEWICK IRRIGATION DISTRICT BADGER EASE LATERAL AND SOUTHERLY OF THE FORMER STATE HIGHWAY NO. 12 RIGHT-OF-WAY AND WESTERLY OF SHORT PLAT NO. 1433 ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 84-4583, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B

LOTS 1 AND 2, AS DELINEATED ON SHORT PLAT NO. 1433, RECORDED UNDER AUDITOR'S FILE RECORDING NO. 84-4583, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL C

LOTS 3 AND 4, AS DELINEATED ON SHORT PLAT NO. 1433, RECORDED UNDER AUDITOR'S RECORDING NO. 84-4583, RECORDS OF BENTON COUNTY, WASHINGTON.

OWNER'S CERTIFICATE

WE, JAMES L. WATTS AND SHARON D. WATTS, HUSBAND AND WIFE, W. A. CRAMER (ALSO KNOWN AS WILLIAM A. CRAMER) AND GERALDINE CRAMER, HUSBAND AND WIFE, KERRY L. WATTS AND JONGJIT WATTS, HUSBAND AND WIFE, AND COLUMBIA TRUST BANK AS BENEFICIARY OF A DEED OF TRUST, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AS SHOWN HEREON AND THAT THE STREETS AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC AND THAT SAID SUBDIVISION SHALL HEREAFTER BE DESIGNATED BY THE NAME "CANDY MOUNTAIN ESTATES PHASE 1".

James L. Watts
 JAMES L. WATTS

Sharon D. Watts
 SHARON D. WATTS

W.A. Cramer
 W. A. CRAMER

Geraldine Cramer
 GERALDINE CRAMER

Kerry L. Watts
 KERRY L. WATTS

Jongjit Watts
 JONGJIT WATTS

COLUMBIA TRUST BANK

BY: *Soren T. Jensen*
 Senior Vice President

BY:

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 2000.

James L. Eddy
 KENNEWICK IRRIGATION DISTRICT

Engineering Assistant 7/28/99
 TITLE

ACKNOWLEDGMENTS

STATE OF WASHINGTON
 COUNTY OF BENTON
 I CERTIFY THAT I KNOW OR HAVE SATISFACTO HUSBAND AND WIFE, SIGNED THIS INSTRUMENT ACT FOR THE USES AND PURPOSES MENTION

Karen J. Forsythe
 NOTARY PUBLIC IN AND FOR THE STATE OF MY APPOINTMENT EXPIRES 8-10-99

STATE OF WASHINGTON
 COUNTY OF BENTON
 I CERTIFY THAT I KNOW OR HAVE SATISFACTO HUSBAND AND WIFE, SIGNED THIS INSTRUMENT ACT AND DEED FOR THE USES AND PURPOSES

Karen J. Forsythe
 NOTARY PUBLIC IN AND FOR THE STATE OF MY APPOINTMENT EXPIRES 8-10-99

STATE OF WASHINGTON
 COUNTY OF BENTON
 I CERTIFY THAT I KNOW OR HAVE SATISFACTO HUSBAND AND WIFE, SIGNED THIS INSTRUMENT ACT FOR THE USES AND PURPOSES MENTION

Karen J. Forsythe
 NOTARY PUBLIC IN AND FOR THE STATE OF MY APPOINTMENT EXPIRES 8-10-99

STATE OF WASHINGTON
 COUNTY OF BENTON
 I CERTIFY THAT I KNOW OR HAVE SATISFACTO SIGNED THIS INSTRUMENT EXECUTE THE INSTRUMENT AND ACKNOWLEDG RESPECTIVELY, OF ACT OF SUCH PARTIES FOR THE USES AND

K.R.
 NOTARY PUBLIC IN AND FOR THE STATE OF MY APPOINTMENT EXPIRES 12-9-01

SURVEYOR'S CERTIFICATE

I, DAVID G. CHRISTENSON, A PROFESSIONAL L THAT THE PLAT SHOWN HEREON IS BASED ON ALL ANGLES, COURSES AND DISTANCES ARE ON GROUND AS INDICATED HEREON.

7/26/99
 DATE WA

WORLEY SURVEYING SERVICE, INC., P.S.
 121 S. ELY STREET
 P.O. BOX 6132
 KENNEWICK, WASHINGTON 99336
 509-582-6716