

## COLUMBIA EAST INDUSTRIAL PARK

This declaration is made this 28<sup>th</sup> day of October by Tippet Land and Mortgage Company, a Washington Corporation; Mid-Columbia Commercial Investors, a Washington limited partnership; Freeway Investors, a Washington limited partnership; and James and Helen Holland, husband and wife. All of said parties are hereinafter collectively referred to as Declarant.

Declarant is the owner of real property as described in Appendix A of this declaration and said real property is hereinafter referred to as the "Park".

The individual parties comprising Declarant have as their purpose the development of said real property into a high quality, commercially desirable, clean and aesthetically pleasing industrial park. Therefore, for and in consideration of the mutual covenants existing or hereinafter to exist by and between the individual parties comprising Declarant and the grantees or successors of said individual parties in said property or any site or lot or piece thereof, the following restrictions, which shall constitute equitable servitudes upon said property or any part thereof, are adopted. Said restrictions, covenants and equitable servitudes, shall run with the land and shall bind, be a charge upon and inure to the benefit of the property or any part thereof and inure to the benefit of Declarant, their successors, assigns and subsequent holders of interest in the land or parts thereof. In the event of a conflict between this declaration and the applicable rules and regulation of the City of Pasco, the County of Franklin, the State of Washington or any other governmental entity, the more restrictive requirement shall apply.

The following restrictions are adopted:

1. No structure of a temporary nature, trailer, tent, shack, barn or similar structure shall be permitted on any lot either temporarily or permanently except for construction purposes unless so authorized in writing by the Architectural Review Committee (ARC).
2. No trash, waste, or refuse shall be kept except in covered sanitary containers.
3. No animal or fowl shall be kept or suffered to remain upon any premises in the Park unless so authorized in writing by the ARC.
4. No gas, oil, mineral, quarry or gravel mining operations shall be permitted on any part of the premises in the Park.
5. No use shall be made of the property or any portion thereof which shall cause an unreasonable increase in fire hazard or fire insurance risk for any occupant or owner in the Park.

6. Activities constituting nuisance including but not limited to the emission of odors, noises or gasses injurious or offensive to people or property shall not be allowed on the premises.
7. Prior to the commencement of any construction on the premises, all plans and specifications for all structures, driveways, walkways, service areas, parking areas, fences, walls, landscaping, underground sprinklers, signs and similar construction features must be submitted to the ARC or its duly authorized agent, successor or assign for written approval as to the quality of workmanship and material, harmony of external design, and size and location as these items relate to the topography and finished grade elevation. All drawings shall be scaled not to exceed 1:200.
8. The ratio of total building area to non-building area of a particular parcel shall be not greater than 60 percent building to 40 percent non-building. For this purpose, all structures including loading docks, garages, outbuildings, and similar structures shall be considered as a part of the total building area.
9. No loading dock shall be constructed facing any public street or highway unless specifically approved by the ARC.
10. No building shall be erected nearer than 30 feet to a property line bordering or adjacent to a street. Front setbacks shall be a minimum of 30 feet. Rear and side setbacks shall be a minimum of 10 feet.
11. The ARC may, in its discretion, require additional setback distance for the front setback if parking is allowed in the front of the building.
12. No buildings shall be constructed with materials other than concrete, steel frame, wood frame, or glue laminated wood frame. No exterior walls shall be constructed with materials other than non-glare finishes consisting of brick, masonry, glass, wood, enamel or anodized aluminum, porcelain enameled steel, tilt-up concrete, painted galvanized metal or an ARC approved equivalent.
13. No utility lines shall be allowed above ground except upon the presently existing utility easement.
14. No storage area for equipment or materials and no refuse, waste or service area shall be allowed unless screened from street by sight obscuring fencing or other sight obscuring material.
15. Only cyclone fencing or similar non-sight obscuring fencing shall be used within the building setback areas. Exceptions to fencing requirements shall be approved in writing by the ARC.

16. Loading, unloading, and parking of service vehicles on the street shall not be permitted.
17. Any area used for parking shall be paved to provide a dust free all weather service. Other areas used for storage must be either paved or graveled to a 4" depth.
18. All landscaping must be approved by the ARC with a goal of creating deciduous trees lining the streets. Other appropriate landscaping shall be provided around buildings and the adjacent site development.
19. No landscaping shall be planted unless in conjunction with timed underground sprinklers.
20. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon sold lots and no refuse piles or unsightly objects shall be placed or suffered to remain anywhere on the premises.
21. No signs shall be allowed except with the approval of the ARC.
22. The ARC shall approve only one free standing sign per lot and one wall sign scaled to the building and setback requirements and no sign shall exceed 150 square feet per side unless specifically approved in writing by the ARC.
23. No trailer, boat, or habitable motor vehicle of any nature shall be stored on the property unless stored in rear yards or side yards.

Each and every covenant, restriction, reservation, and servitude contained herein shall be considered an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions, reservations or servitudes shall for any reason be held to be invalid or unenforceable, all of the remaining covenants, restrictions, reservations and servitudes shall nevertheless remain in full force and effect.

There is hereby created an Architectural Review Committee for the purposes stated herein. The original committee shall consist of Roger F. Gray, Harold N. Thompson, James C. Holland and Robert M. Tippet, and a member at large to be named by the other members. The committee may draw its own procedural rules as they become necessary for the functioning of the committee. Committee members shall serve without compensation and may be terminated by a majority vote of the committee. Additional committee members may be added at any time. All plans and specifications and other materials required to be filed with the ARC shall be filed in the office of Harold Thompson Real Estate, Inc., 121 S. Ely, Kennewick, Washington, or such other place as Declarant shall specify. The ARC's decisions in all matters required by this declaration shall be a majority vote of the committee.

Each condition and covenant herein contained shall terminate and be of no further effect as of January 1, 2016. However, at any time prior to January 1, 2016, the owners of a majority of the area in square feet within the industrial park as defined by Appendix A may, by written declaration that is signed and acknowledged by them and duly recorded in Franklin County, extend such conditions and covenants for such period of time as they may desire.

Each purchaser of any part, parcel, lot or other designation of said real property shall by acceptance of a deed or other conveyance be conclusively deemed to have consented to and agreed with all of the covenants contained herein for themselves, their heirs, executors, administrators and assigns and said individuals by said acceptance covenant for themselves and their assigns that they will observe, perform and be bound by this document.

By this declaration, Declarant, as the sole owner of the property described herein, agrees that these covenants shall be in effect from the date first written herein and that these covenants supersede, limit, void and nullify any prior covenants or equitable servitudes heretofore recorded upon the property.

To protect the integrity of the "Park" and to maintain the property value of all owners concerning a violation or breach of any of the covenants, any owner with the approval of the ARC or their assigns, is hereby granted permission by the then owner to enter upon any lot, part, or parcel of said real property upon which such violation exists and, is hereby granted permission by the then owner to alter, correct, modify, remedy or similarly abate and restore any condition that may exist thereon that is contrary to the provisions hereof. Any actions taken in connection with this paragraph shall be at the sole expense of the then owner of the parcel and any costs, fees, expenses or other charges incurred shall be paid by the then owner and such costs shall constitute a lien upon the real property of the owner until paid. By accepting a deed or other evidence of ownership of property in the Park, such accepting owner agrees to allow the placement and foreclosure of liens as described herein.

In addition, violation of any said covenants may be enjoined, abated, restrained, or otherwise remedied by any lawful means or proceedings. Proceedings to restrain violation of said covenants may be brought at any time that a violation appears reasonably likely to occur in the future. Venue of all actions hereunder shall be in Franklin County, Washington. In the event that legal proceedings are initiated or attorneys consulted in connection with the enforcement of the provisions of this document, the prevailing party in the dispute shall be entitled to its actual costs and actual attorneys fees expended as well as such other damages as may be proven.

The failure of Declarant or the ARC or of any owner or other persons entitled to enforce said declaration to enforce the same shall in no event be deemed a waiver of the right of such person or any other person entitled to enforce these restrictions to do so in the future.

The owners of a 75 per cent majority of the area in square feet within the Park may modify, amend or supplement in whole or in part said covenants.

A recordable certificate by a reputable title company doing business in Franklin County as to the record ownership of the lots shall be deemed conclusive evidence thereof.

Said covenants shall be subject and subordinated to all mortgages, deeds of trust or other security instruments in the nature of a mortgage or deed of trust now or hereinafter executed or made in good faith which encumber any of said real property, and none of said covenants or other provisions hereof shall supersede or in any way reduce the security of any such mortgage, deed of trust or other security instrument. However, if any of such real property is acquired in lieu of foreclosure or is purchased under foreclosure of any such mortgage, deed of trust or other security instrument, or under any judicial act or order, any person so acquiring or purchasing said property and his, hers, or its grantees, heirs, personal representatives, successors or assigns, shall hold all of said property subject to all said covenants.

Declarant and the Architectural Review Committee (ARC) reserve the right to vest in any person, corporation, or other entity, all of the rights, privileges, easements, powers and duties herein retained or reserved by Declarant and the ARC which assignment shall be effective when recorded in the office of the County Auditor, Franklin County, State of Washington. Then the Declarant or any one of them, and resigning ARC members shall thereupon be relieved and discharged from every duty imposed hereunder. The now and hereafter property owners have agreed or by future acceptance of deed or other evidence of ownership agree that Declarant and the ARC may act in this matter without consulting with or obtaining consent of said property owners.

Each owner of a lot shall file the correct mailing address of such owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. A written or printed notice deposited in the United State Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner whenever notices are required in this Declaration. Declarant's address for the purposes of all notices required or permitted to be given hereunder is Harold Thompson Real Estate, Inc., 121 S. Ely, Kennewick, Washington, or other such address as Declarant shall specify from time to time.

~~Dated: October 28, 1980~~

Recorded: October 31, 1980

Recording No.: 405605

Arb. No. 13474  
DESCRIPTION SHEET

405605

Mid-Columbia Commercial Investors

IN THE COUNTY OF FRANKLIN, STATE OF WASHINGTON

Lots 1 to 18, inclusive, Block 1; Lots 1 to 21, inclusive, Block 2;  
Lots 1 to 13, inclusive, Block 3; Lots 1 to 11, inclusive, Block 4;  
Lots 11 to 25, inclusive, Block 5, all in Columbia East III,  
according to plat thereof recorded in volume "D" of plats,  
pages 102 and 103.

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55041

Arb No. 13738

Description Sheet

TRACT A

Freeway Investors

**405605**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 89° 29' 38" EAST, ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2306.99 FEET; THENCE SOUTH 00° 30' 05" WEST, A DISTANCE OF 1947.98 FEET; THENCE NORTH 46° 03' 05" WEST, A DISTANCE OF 176.11 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH 52° 10' 17" WEST, A DISTANCE OF 1144.66 FEET; THENCE AROUND SAID CURVE A DISTANCE OF 1146.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 31° 42' 33" WEST, A DISTANCE OF 378.71 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH 61° 28' 59" WEST, A DISTANCE OF 555.71 FEET; THENCE AROUND SAID CURVE A DISTANCE OF 556.00 FEET; THENCE NORTH 25° 19' 30" EAST, A DISTANCE OF 378.71 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 61° 28' 59" EAST A DISTANCE OF 597.89 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 598.20 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 5.01 ACRES GROSS MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

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A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH  $89^{\circ} 29' 38''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2306.99 FEET; THENCE SOUTH  $00^{\circ} 30' 05''$  WEST, A DISTANCE OF 1947.98 FEET; THENCE NORTH  $46^{\circ} 03' 05''$  WEST, A DISTANCE OF 176.11 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH  $48^{\circ} 38' 05''$  WEST, A DISTANCE OF 483.93 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 484.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $38^{\circ} 46' 55''$  WEST, A DISTANCE OF 378.71 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH  $54^{\circ} 24' 36''$  WEST, A DISTANCE OF 555.71 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 556.00 FEET; THENCE NORTH  $31^{\circ} 42' 33''$  EAST, A DISTANCE OF 378.73 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH  $54^{\circ} 26' 04''$  EAST, A DISTANCE OF 602.43 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 602.75 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.03 ACRES GROSS MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH  $89^{\circ} 29' 38''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2305.99 FEET; THENCE SOUTH  $00^{\circ} 30' 05''$  WEST, A DISTANCE OF 1947.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $00^{\circ} 30' 05''$  WEST, A DISTANCE OF 109.05 FEET; THENCE SOUTH  $44^{\circ} 59' 28''$  WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH  $45^{\circ} 31' 48''$  WEST, A DISTANCE OF 45.64 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 45.64 FEET; THENCE NORTH  $46^{\circ} 03' 06''$  WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH  $48^{\circ} 38' 05''$  WEST, A DISTANCE OF 449.80 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 449.95 FEET; THENCE NORTH  $38^{\circ} 46' 55''$  EAST, A DISTANCE OF 378.71 FEET TO THE POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH  $48^{\circ} 38' 05''$  EAST, A DISTANCE OF 483.93 FEET; THENCE AROUND SAID CURVE, A DISTANCE OF 484.09 FEET; THENCE SOUTH  $46^{\circ} 03' 06''$  EAST, A DISTANCE OF 176.11 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6.15 ACRES GROSS MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 89° 29' 38" EAST, ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2306.99 FEET; THENCE SOUTH 00° 30' 05" WEST, A DISTANCE OF 2057.03 FEET; THENCE SOUTH 44° 59' 28" WEST A DISTANCE OF 749.72 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 395; THENCE NORTH 39° 28' 18" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 125.21 FEET TO POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH 47° 38' 00" WEST A DISTANCE OF 473.79 FEET; THENCE AROUND SAID CURVE, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 474.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG A CURVE WHOSE LONG CHORD BEARS NORTH 56° 22' 34" WEST A DISTANCE OF 916.12 FEET; THENCE AROUND SAID CURVE A DISTANCE OF 917.67 FEET; THENCE NORTH 27° 51' 33" EAST A DISTANCE OF 354.73 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE AND POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 56° 21' 44" EAST A DISTANCE OF 987.49 FEET; THENCE AROUND SAID CURVE A DISTANCE OF 989.16 FEET; THENCE SOUTH 39° 24' 33" WEST A DISTANCE OF 354.50 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 395 AND TRUE POINT OF BEGINNING;

CONTAINING 7.76 ACRE GROSS MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

TRACT E

A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 89° 29' 38" EAST, ALONG THE NORTH LINE OF SAID SECTION 21, A DISTANCE OF 2306.99 FEET; THENCE SOUTH 00° 30' 05" WEST, A DISTANCE OF 2057.03 FEET; THENCE SOUTH 44° 59' 28" WEST A DISTANCE OF 380.00 FEET; TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44° 59' 28" WEST A DISTANCE OF 369.72 FEET; TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 395; THENCE NORTH 39° 28' 18" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 125.21 FEET TO THE POINT OF CURVE OF A CURVE TO THE LEFT WHOSE LONG CHORD BEARS NORTH 47° 38' 00" WEST A DISTANCE OF 473.79 FEET; THENCE AROUND SAID CURVE, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 474.00 FEET; THENCE NORTH 39° 24' 33" EAST, A DISTANCE OF 354.50 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE AND POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 48° 19' 16" EAST A DISTANCE OF 388.90 FEET; THENCE AROUND SAID CURVE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 389.00 FEET; THENCE SOUTH 46° 03' 06" EAST A DISTANCE OF 200.00 FEET TO POINT OF CURVE OF A CURVE TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 45° 31' 47" EAST A DISTANCE OF 44.18 FEET; THENCE AROUND SAID CURVE A DISTANCE OF 44.18 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.03 ACRES GROSS MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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PARCEL "A" Tippet Land & Mortgage Company

lots 1,2,3,4,7, and 8 Block 5 Columbia East III, according to records thereof recorded in Franklin County, Washington

PARCEL "B" James C. Holland

lots 2 and 3 Short plat 78-11, according to records thereof recorded in Franklin County, Washington

PARCEL "C" James C. Holland

A tract of land located in Section 21, Township 9 North, Range 30 East, W.M., Franklin County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Section 21: thence South  $89^{\circ}29'38''$  East, along the North line of said Section 21 a distance of 2,307.00 feet to the true point of beginning; thence continuing South  $89^{\circ}29'38''$  East, along said Northerly line, a distance of 708.00 feet; thence South  $00^{\circ}30'05''$  West a distance of 2,366.45 feet; thence South  $44^{\circ}59'28''$  a distance of 1,097.68 feet to the Northeastly right of way line of U.S. Highway 395; thence North  $45^{\circ}03'55''$  West along said Northeastly right of way line a distance of 336.00 feet; thence North  $44^{\circ}56'05''$  East a distance of 35.00 feet; thence North  $39^{\circ}28'17''$  West a distance of 387.71 feet; thence North  $44^{\circ}59'28''$  East leaving the Northeastly right of way line of U.S. Highway 395 a distance of 749.72 feet; thence North  $00^{\circ}30'05''$  East a distance of 2,057.03 feet to the true point of beginning. records of Franklin County, Washington.