

FILED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO:



Hayden Enterprises, Inc.  
2464 SW Glacier Place, Suite 110  
Redmond, Oregon 97756  
Attention: Karen Halstead

### CASCADE TITLE CO.

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Type of Document:	First Declaration of Annexation of Real Property
Reference Number(s) of Related Documents:	Document No. 2006-026961, deed records, Benton County, Washington
Declarant:	Hayden Enterprises, Inc., a Washington corporation
Abbreviated Legal Description:	Lots 1 through 59, inclusive, Plat of Desert Glade Phase 4 City of West Richland, Benton County, Washington
Assessor's Property Tax Parcel or Account Number(s):	1-1898-100-0007-001

### FIRST DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DESERT GLADE PHASE 3

This FIRST DECLARATION OF ANNEXATION OF REAL PROPERTY TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DESERT GLADE PHASE 3 (this "Declaration") is made as of this 16<sup>th</sup> day of May, 2007, by HAYDEN ENTERPRISES, INC., a Washington corporation ("Declarant").

#### RECITALS

A. Declarant previously executed that certain Declaration of Protective Covenants, Conditions and Restrictions for Desert Glade Phase 3 dated as of August 10, 2006, which was recorded in the deed records of Benton County, Washington on August 16, 2006 as Document No. 2006-026961 (the "CC&Rs"). Article 9 of the CC&Rs confers on Declarant the authority to annex additional property to the real property that is subject to the CC&Rs.

B. Pursuant to Article 9 of the CC&Rs, Declarant desires to annex the Annexed Lots (as defined below) into the DESERT GLADE PHASE 3 subdivision and to make

the Annexed Lots subject to the CC&Rs, upon the terms and conditions contained in this Declaration.

C. The subdivision has been approved by Benton County, Washington, as DESERT GLADE. The Declarant has marketed the subdivision under the name of HARVEST MEADOWS. The legal name of the current phase being annexed is DESERT GLADE PHASE 4 and will be marketed as HARVEST MEADOWS PHASE 4.

AGREEMENT

NOW, THEREFORE, Declarant hereby declares that the Annexed Lots shall be held, sold and conveyed subject to the following covenants, restrictions and charges that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Lots, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

1.1 Annexed Lots. Annexed Lots shall mean Lots 1 through 59, inclusive, of DESERT GLADE PHASE 4, a plat recorded in the plat records of Benton County, Washington on August 20, 2007 as Document No. 2007-027395 (the "Phase 4 Plat").  
*(Volume 15 of plats, page 338)*

1.2 Other Defined Terms. Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

ARTICLE 2 ANNEXATION OF PROPERTY

The Annexed Lots, including, without limitation, any Improvements on such Annexed Lots, are hereby annexed to and made a part of the DESERT GLADE PHASE 3 subdivision, and are owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the CC&Rs, as may be modified or supplemented by the terms of this Declaration.

ARTICLE 3 PROPERTY RIGHTS AND EASEMENTS

3.1 Owners' Use and Occupancy. Except as otherwise expressly provided in this Declaration, the CC&Rs, the Phase 4 Plat, or any recorded easement or encumbrance of record, the Owner of an Annexed Lot shall be entitled to the exclusive use and benefit of such Annexed Lot. Declarant, the Architectural Control Committee or any representative thereof may at any reasonable time, and from time to time at reasonable intervals, enter upon any Annexed Lot for the purpose of determining whether or not the use of and/or Improvements on such Annexed Lot are then in compliance with this Declaration and the CC&Rs. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Annexed Lot.

3.2 Declarant's Easements. In addition to any other easements to which Declarant may be entitled, there is hereby reserved by Declarant for the benefit of Declarant and its employees, agents, representatives and assigns, an easement for access, construction, placement, maintenance and improvement of utilities and drainage over, under and across any portion of the Annexed Lots, together with easements in utility lines specified or established within the Annexed Lots, along with the right to connect thereto.

3.3 Reserved Easements. Easements for installation and maintenance of utility, storm drains, sanitary sewer and storm water retention/detention ponds are reserved and/or granted as may be shown on the Phase 4 Plat or in any other recorded easement or encumbrance of record. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Annexed Lot and all Improvements contained therein shall be maintained continuously by the Owner of the Annexed Lot, except for those improvements for which a public authority or utility company is responsible.

#### ARTICLE 4 ADDITIONAL ANNEXATION

Declarant reserves the right to annex additional property to the DESERT GLADE PHASE 3 subdivision pursuant to the CC&Rs, but bears no obligation to do so.

#### ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Non-Waiver. A failure by the Architectural Control Committee, Declarant or any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.2 Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Lots to the DESERT GLADE PHASE 3 subdivision. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

5.3 Run with Land. This Declaration and the covenants, restrictions and charges described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Lots or any part thereof.

5.4 Amendment. This Declaration may be amended in the same manner and subject to the same conditions and restrictions as set forth in Section 10.3 of the CC&Rs.

5.5 Termination. This Declaration shall terminate upon the termination of the CC&Rs.

*(Signature on Following Page)*

