

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS OF
ELITE ACRES

OWNER
COUNTY CLERK/AUDITOR

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

That BAKER BOYER NATIONAL BANK, a corporation, is the owner in fee simple of all the real property located in Benton County, Washington, more particularly described on Annex "A," and incorporated herein by reference, and does hereby make all of the property herein referenced subject to the following protective covenants, reservations and restrictions which shall run with the land and shall be binding upon all owners and users of the land, together with their heirs, successors and assigns.

1. General Plan: The Owner (Developer) does hereby establish a general plan for the improvement and development of the land described on Annex "A," and does hereby establish covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions thereof shall be improved, sold, conveyed and used. It is the intent and purpose to ensure that the development of all lots shall be in the form of small acreages with high quality family residences where the future owners and their families may pursue small scale, part-time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4-H and FFA projects (except swine) for young people. It is the further intent and purpose of these restrictions and covenants to ensure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare and security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors. This development shall be known as "Elite Acres".

2. Effect of Covenants: The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all parties and all persons owning lots, or any interest therein, and shall inure and pass with each

WHEN RECORDED - RETURN
GREAT ROCKY MOUNTAIN
5211 W. CLEARWATER, Suite B
KENNEWICK, WA. 99324

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and every parcel of land, and shall bind the respective successors in interest of the present Owner hereof.

3. Architectural Review Committee: An Architectural Review Committee consisting of three (3) members shall be elected by a majority of owners of lots subject to these restrictive covenants. The Developer shall appoint three members who shall serve until June 30, 1994. The Owners shall appoint the members of the first Review Committee, who shall serve beginning July 1, 1994. Annually thereafter, Committee members shall be elected during a meeting held for that purpose and called in January of each year. It shall be the duty of the Architectural Review Committee to schedule the meeting and provide at least ten (10) days notice to each lot owner or contract purchaser. There shall be one vote for each lot or parcel of land subject to these restrictions, be it understood that there are presently five (5) acre parcels which are subject to further division, with each lot to be created to have one vote as well as all presently existing lots. The Committee, as elected, shall have full authority to review and approve all proposed construction or uses of any lots made subject to these protective covenants and conditions.

A. Term of Participation: Each member elected to the Architectural Review Committee shall serve in one year increments, provided that any member of the committee may be re-elected for an unlimited number of terms. Any vacancy occurring on the Architectural Review Committee during the calendar year shall be filled by the remaining members of the Committee until such time as the annual election for new members is conducted. Members of the Architectural Review Committee (except the initial Committee) shall consist entirely of lot owners subject to these restrictive covenants.

B. Plans and Specifications: Before any construction is commenced on any lot and before any exterior alterations are made to any existing structures, a copy of the architectural plans and specifications and site plan of the proposed structure and its location shall be submitted to the

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Architectural Review Committee. Such construction or alteration shall not be started until approval in writing has been given by the Architectural Review Committee. The Architectural Review Committee shall have the power and authority to refuse to approve any design or finish of any proposed construction or alteration which is not compatible to the area, aesthetically or otherwise, and in so passing upon such design or finish, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed structure, the material of which it is to be built, the site upon which it is proposed to be erected, the harmony with other buildings and surroundings, the effect on the outlook of the adjacent or neighboring property, and any and all factors which, in the opinion of the Architectural Review Committee, shall affect the desirability or suitability of such proposed structure, and its location on the site, or the improvement or alteration. In the event the Architectural Review Committee fails to approve or disapprove such proposal within forty-five (45) days after the plans and specifications have been submitted to and personally received by the Architectural Review Committee, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

C. Appeal Process: If a member believes that his proposed construction has been improperly rejected by the Architectural Review Committee, then such member shall have the right to appeal the decision of the Architectural Review Committee by properly notifying the Committee of his desire to appeal the decision within thirty (30) days after such decision has been made. The Committee will take appropriate action to call a meeting of the Homeowners (lot owners) to review the decision of the Architectural Review Committee. At a meeting specially called for the purpose, the Architectural Review Committee and the Homeowners shall each have a brief period to explain their positions, after which the Homeowners

by vote shall have the authority to either approve the decision of the Architectural Review Committee, overrule it, or modify that decision in any manner. A vote of the majority of Homeowners (lot owners) present at such a meeting shall be final for all purposes.

D. Liability: The Architectural Review Committee shall not be held responsible or liable for covenant violations by lot owners nor shall the Committee be liable for design and plan approvals that have been given after due consideration.

4. Land Use: The term "Residential lots" or "Lots," as used herein, means all of the lots now or hereafter made subject to these restrictive covenants.

A. Single Family Residences: No structure shall be erected, altered, placed or permitted to remain on any building lot other than one detached, single-family residence for single family occupancy only. No residence may exceed thirty feet (30') in height above ground level before construction. Stick built homes or premanufactured homes shall be permitted in this subdivision.

Premanufactured, mobile, or modular homes, or any similar type of home which is constructed offsite, shall be allowed, provided that such home is attached to the land on a permanent basis so as to be taxed as real estate and not as personal property, requiring owners of such homes to apply with the county assessor's office for "real estate" status. Such homes must be placed on a concrete block or concrete "wonder board", or poured concrete perimeter foundation with a concrete footing. The foundation shall be inclusive of all sides of the home. The height of the foundation is limited to between 6 inches and 12 inches. Skirting of any material other than concrete "wonder board" is prohibited. The homes shall have wood or aluminum siding and a minimum of a 3" to 12" pitched composition, or better, roof. No home may be constructed or installed which is more than three years old at the time of its construction or installation. Steps, patios, and decks shall be constructed of concrete or wood, shall be

approved by the Architectural Review Committee prior to construction, and shall be appealing in design and constructed in a workmanlike fashion.

The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,250 square feet for a one-story dwelling, nor less than 1,700 square feet for the total area of any dwelling of more than one story. (For the purposes of this provision, a home with a daylight basement shall be considered a one story dwelling). The intent and purpose of this covenant is to ensure that all buildings shall be of quality, workmanship, and materials.

B. Building Location and Set-Back Lines: The location of any building or other structure shall be in accordance with applicable building codes, zoning ordinances, and the requirements established and uniformly applies by the Architectural Review Committee.

No building, or any part thereof, including garage and porches, shall be erected on any lot closer than thirty (30) feet to the front street line or closer than ten (10) feet to either side lot line, or closer than twenty (20) feet to the rear lot line from the drip line of the house. No building shall be located on any lot in violation of the requirements of the governing municipality.

C. Construction Time: The construction of the exterior of the residence, including finished painting, shall be

completed within nine months from the date that the construction of the residence is commenced. All landscaping, including completed lawn, shall be completed within one (1) year of the commencement of construction of the dwelling.

D. Garage, Outbuildings and Parking: A garage shall be required providing space necessary for two or more vehicles. No garage door may be more than nine (9) feet in height unless previously approved by the Architectural Review Committee and by the appropriate governmental planning body, if necessary. The location of the garage must have the prior approval of the Committee if it is not attached to the residence. Both attached and detached garages shall be constructed to match the style, architecture, and design of the home. Materials and workmanship shall match that of the home, as shall foundation height, roof pitch, and building height.

Outbuildings, excluding garages, shall be constructed at least forty (40) feet away from any residence. Outbuildings must conform in appearance to the quality of work required of residences. No outbuilding may exceed fifteen feet in height. Outbuildings may be metal or other acceptable material. The roofs of outbuildings shall have 12-inch eaves, a minimum pitch of 3" to 12", and shall be painted or covered with appropriate material. The use of galvanized material shall be prohibited on outbuildings.

Each owner of a lot shall provide off-street parking of sufficient size to park two standard size automobiles. Garages do not satisfy this requirement. "Off-street" is defined as an area not included between the street, curb lines, and utility lines as set forth in the record of survey.

E. Additional Structures: No trailer, tent, shack, mobile home, modular home, manufactured unit, outbuilding, guest house, tool shed, storage building, or similar structure shall be temporarily used as a residence upon any lot at any time for a period exceeding three (3) months.

During the construction process, the contractor shall be allowed to have a temporary construction trailer during the period allowed for construction only.

F. Special Development Standards for Stables: Standings under roofed stables must be made of material which provides for proper drainage so as not to create offensive odors, fly or insect breeding or other nuisances. Manure must be collected at least once a week and shall be disposed of in one or more of the following manners:

- 1) Placement of manure in a fly-proof container, with periodic removal of manure from the lot;
- 2) Adequate burying of the manure;
- 3) Removal of manure from the lot and adequate disposal outside of the property subject to these restrictive covenants.

Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals, and shall be approved by the Architectural Review Committee.

5. Duration: These Reservations and Restrictive Covenants shall continue in full force and effect perpetually unless otherwise amended as hereinafter provided.

6. Fencing: No barbed wire fencing shall be used along any street line. All fencing shall be decorative in nature and shall be approved in advance by the Architectural Review Committee. No fence may be more than forty-two (42) inches high for front yard, and six (6) feet high for back yard. All fencing shall also conform to applicable building codes and zoning ordinances.

7. Livestock: Animals (except swine) may be kept for domestic purposes, it being understood that part-time agriculture and animal husbandry are permitted activities. One animal (except swine) per lot shall be allowed on any lot, provided that there is a minimum of 15,000 square feet of gross pasture area. Any lot that has an additional 15,000 square feet of gross pasture area may have one additional animal for each additional 15,000 square feet of pasture area. Bare dirt pasture areas are expressly prohibited,

except that area immediately surrounding any stable. General pasture area shall be maintained with vegetation at all times. Gross pasture area shall be defined as that portion of the lot which is fenced and used solely for the grazing and keeping of animals. If any animal is born on the premises which causes the maximum allowable number of animals to be exceeded, adjustment must be made within twelve (12) months to bring the total number of animals within compliance with the use restriction.

8. Agricultural Uses: Property may be used for production of crops, including other horticultural activities such as nurseries, as is consistent with county zoning ordinances.

9. Garbage, Trash, Weeds, Nuisance: Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations.

In the event that any owner of any property shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, trash, garbage, waste, or other unsightly objects or growths, the Architectural Review Committee or its delegate, may enter upon such lands and remove the same at the expense of the fee owner or occupant and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Architectural Review Committee and against such lot for the full amount chargeable to such lot. Such amount shall be due and payable within thirty (30) days after the fee owner or occupant is billed therefor.

10. Business Use: No trade, craft, business or profession of a public nature, commercial or manufacturing enterprise of any kind shall be conducted or carried on upon any residential lot or within any building located within the property subject to these protective covenants on a residential lot.

11. Sewer System and Disposal: It is understood that at the time of the filing of these protective covenants, sewage disposal facilities for dwellings shall be provided in accordance with the general septic tank requirements of the Benton County Health Department, as now existing, or as hereafter amended. It is agreed

that upon the extension to any of the lots within the jurisdiction of these protective covenants of substitute sanitary treatment facilities, each lot Owner shall be obligated to abandon said septic tank disposal system, regardless of the useful life of the septic tank and hook onto the public sewer system when available, and as directed by the Benton County authorities, and to share in the improvement district expense associated therewith.

12. Vehicles: Trailers, trucks and other vehicles shall not be stored or parked on the premises nearer than the front property line or the minimum set back line. No motor homes, mobile homes, camper trailers or boats shall be stored or parked on any lot unless the vehicle is screened from view of neighboring lots in a manner approved by the Architectural Review Committee in a location as approved by that Committee. All farm equipment shall be properly stored and screened from view of neighboring lots. No lot owner shall permit a vehicle owned by him or any member of his family or acquaintance which is in a state of disrepair to be abandoned or to remain parked on any street within the property in excess of forty-eight (48) hours.

13. Signs: No signs shall be erected or maintained upon any lot without the prior written consent of the Architectural Review Committee, except that the property owner may display signs for public elections or to advertise that the property is for sale or lease, but such signs shall be no larger than six square feet.

14. Antennas: No radio or television antenna shall be permitted to extend more than ten (10) feet above the roofline of any residence without the written approval of the Architectural Review Committee. No satellite dish nor other such receiver shall be installed other than in a manner and location as approved by the Architectural Review Committee and screened from view of the neighboring lots.

15. Drainage: No structures, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the drainage of slope areas which would create flooding, erosion, drainage, or sliding

problems. Slope areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Easements: Public utility easements as dedicated in the Record of Survey shall be for the purpose of construction and maintenance of irrigation, water and sewer lines, power and telephone lines and such other public utility services as may be provided and there shall be no encroachments upon any easements in any manner.

17. Maintenance: In the event an Owner of any lot and improvement shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Review Committee, then the Architectural Review Committee shall be entitled to contract for the appropriate maintenance at the Owner's expense. The Architectural Review Committee shall give the Owner notice of the defective condition or maintenance problem and the Owner shall be required to remedy the problem, or provide a schedule and plan of remedying the problem to the Committee within ninety (90) days of receipt of notice. If the Owner takes no action during said period of time, the Architectural Review Committee shall have the authority to hire a contractor or contractors, or other individuals necessary to perform the maintenance required to bring the premises and improvements to the minimum standards as established by the Committee. All work as contracted by the Committee on or for the premises shall be deemed to be under the authority of the Owner of the premises, such that the contractor(s) and subcontractor(s) who perform(s) the services shall be entitled to collect payment for such services directly from the Owner and shall be entitled to place a mechanic's and/or materialman's lien against the Owner's premises to secure payment of the sums owed. Each lot Owner, by accepting title to any property as covered by these protective covenants, does hereby irrevocably appoint the Architectural Review Committee as its attorney in fact for purposes of contracting for work as necessary

to properly maintain the premises pursuant to the provisions of this paragraph and these restrictive covenants.

18. Enforcement: For a violation or a breach of any of the reservations restrictions or conditions contained in these protective covenants by any person, the Architectural Review Committee and/or any owner of any lot, jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney fees and costs incurred in such litigation. If the Architectural Review Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for the payment of all attorney fees and costs and when such damages, fees, and costs are assessed, the same shall become a judgment in favor of the plaintiff or the Architectural Review Committee, as the case may be, and the same shall be a lien against the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be maintainable without foreclosing or waiving the lien securing the same. In the alternative, the holder of such money judgment shall be entitled to foreclose the lien in the same manner as is provided for the foreclosure of mechanics' and materialmen's liens under the laws of the State of Washington, Chapter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in the prosecution of such action in addition to the taxable costs permitted by law.

19. Amendments: This Declaration of Restrictive Covenants, Conditions and Restrictions may be amended in writing by the owners or contract purchasers owning seventy-five percent (75%) of the property described in Exhibit "A." To be effective, any amendment must be recorded in the Office of the Auditor of Benton County.

ANNEX "A" RECORD SURVEY
BAKER BOYER BANK

PORTION 1/2 E 1/2 SW 1/4, SECTION 17, T. 9N., R. 28E., W. 4.
WEST RICHLAND, BENTON COUNTY, WASHINGTON

DESCRIPTION

PARCEL ONE
THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHERLY OF OLD STATE HIGHWAY NO. 12 AND SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE EAST HALF: THENCE N00°34'02"W, ALONG THE WEST LINE OF SAID SUBDIVISION, FOR 749.32 FEET TO THE NORTH RIGHT OF WAY MARGIN OF SAID OLD STATE HIGHWAY SR 12; THENCE S72°46'39"E, ALONG SAID RIGHT OF WAY MARGIN, FOR 37.43 FEET TO THE TRUE POINT OF BEGINNING; THENCE S72°46'39"E, ALONG SAID RIGHT OF WAY MARGIN, FOR 560.07 FEET TO THE EAST LINE OF SAID WEST HALF OF THE EAST HALF; THENCE N00°25'07"W, ALONG SAID EAST LINE, FOR 378.35 FEET; THENCE S89°26'45"W FOR 629.34 FEET TO THE EAST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE S00°33'15"E, ALONG SAID EAST RIGHT OF WAY MARGIN, FOR 376.88 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWO
THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHERLY OF OLD STATE HIGHWAY SR 12 AND SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE EAST HALF: THENCE N00°34'02"W, ALONG THE WEST LINE OF SAID SUBDIVISION, FOR 1116.77 FEET; THENCE N89°26'45"E FOR 35.72 FEET TO THE EAST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD AND THE TRUE POINT OF BEGINNING; THENCE N89°26'45"E FOR 629.34 FEET TO THE EAST LINE OF SAID WEST HALF OF THE EAST HALF; THENCE N00°25'07"W, ALONG SAID EAST LINE, FOR 345.32 FEET; THENCE S89°26'45"W FOR 630.76 FEET TO THE EAST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE S00°33'15"E, ALONG SAID EAST RIGHT OF WAY MARGIN, FOR 345.32 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE
THAT PORTION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING NORTHERLY OF OLD STATE HIGHWAY SR 12 AND SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST HALF OF THE EAST HALF: THENCE N00°34'02"W, ALONG THE WEST LINE OF SAID SUBDIVISION, FOR 1460.30 FEET; THENCE N89°26'45"E FOR 35.80 FEET TO THE EAST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD AND THE TRUE POINT OF BEGINNING; THENCE N89°26'45"E FOR 630.76 FEET TO THE EAST LINE OF SAID WEST HALF OF THE EAST HALF; THENCE N00°25'07"W, ALONG SAID EAST LINE, FOR 165.42 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF SAID UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE N60°53'35"W, ALONG THE SOUTH RIGHT OF WAY MARGIN OF SAID RAILROAD RIGHT OF WAY, FOR 726.32 FEET TO THE EAST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE S00°33'15"E, ALONG SAID EAST RIGHT OF WAY MARGIN, FOR 524.85 FEET TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO BAKER BOYER BANK THAT AS A RESULT OF A SURVEY MADE TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN THE STATE OF WASHINGTON, THE COURSES AND DISTANCES SHOWN ARE AS STAKED ON THE GROUND. I FURTHER CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED BY ME IN CONFORMANCE WITH THE SURVEY RECORDING ACT, CHAPTER 50, LAWS OF 1977.

David G. Christenson
WASHINGTON REG. NO. 13332
WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
KENNEWICK, WASHINGTON 98338
509-783-9376



12/24/92
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 28th DAY OF December, 1992, AT 10 MINUTES PAST 11 A.M., AND RECORDED IN VOLUME 1 OF SURVEYS, PAGE 1624, AT THE REQUEST OF WORLEY SURVEYING SERVICE, INC., P.S.

William H. ...
BENTON COUNTY AUDITOR

92-32397
FEE NUMBER

RECORD SURVEY NUMBER 1709281X301

17/4 COR. SEC. IF THIS BOOK

17/4 COR. SEC. IF THIS BOOK

NOTES:

1. BASIS OF BEARINGS: PLAT OF THE LAKES
2. SET 3/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 13332" AT PROPERTY CORNERS UNLESS NOTED OTHERWISE.
3. EQUIPMENT USED INCLUDED LIETZ TOTAL STATION WITH STANDARD OF ERROR OF 2 SECOND AND 3 MM ± 3 PPM.

ANNEX "A"

C. H. ...

RECORD SURVEY

BAKER BOYER BANK

PORTION SW1/4, SECTION 17, T. 9 N., R. 28 E., W.M.
WEST RICHLAND, BENTON COUNTY, WASHINGTON

DESCRIPTIONS

PARCEL 1
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22 FEET
TO THE TRUE POINT OF BEGINNING; THENCE N89°08'45"E FOR 340.45 FEET; THENCE S00°33'15"E FOR 727.37 FEET TO THE NORTH
RIGHT OF WAY MARGIN OF KENNEDY ROAD (FORMER SR 12); THENCE N72°48'35"W, ALONG SAID NORTH RIGHT OF WAY MARGIN, FOR 358.19
FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE N00°33'15"W, ALONG SAID WEST LINE, FOR 516.07 FEET TO THE TRUE POINT
OF BEGINNING.

PARCEL 2
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 340.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°08'45"E FOR 281.61 FEET; THENCE
S00°33'15"E FOR 818.94 FEET TO THE NORTH RIGHT OF WAY MARGIN OF KENNEDY ROAD (FORMER SR 12); THENCE N72°48'35"W, ALONG
SAID NORTH RIGHT OF WAY MARGIN, FOR 296.28 FEET; THENCE N00°33'15"W FOR 727.37 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 822.06 FEET; THENCE S00°33'15"E FOR 516.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE
N89°08'45"E FOR 684.74 FEET TO THE WEST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE S00°33'15"E, ALONG SAID WEST
RIGHT OF WAY MARGIN, FOR 428.90 FEET TO THE NORTH RIGHT OF WAY MARGIN OF KENNEDY ROAD (FORMER SR 12); THENCE
N72°48'35"W, ALONG SAID NORTH RIGHT OF WAY MARGIN, FOR 717.77 FEET; THENCE N00°33'15"W FOR 206.93 FEET TO THE TRUE POINT
OF BEGINNING.

PARCEL 4
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 822.06 FEET; THENCE S00°33'15"E FOR 294.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE
N89°08'45"E FOR 684.74 FEET TO THE WEST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE S00°33'15"E, ALONG SAID WEST
RIGHT OF WAY MARGIN, FOR 317.65 FEET; THENCE S89°08'45"W FOR 684.74 FEET; THENCE N00°33'15"W FOR 317.65 FEET TO THE TRUE POINT
OF BEGINNING.

PARCEL 5
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 822.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°33'15"E FOR 294.86 FEET; THENCE
N89°08'45"E FOR 684.74 FEET TO THE WEST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE N00°33'15"E, ALONG SAID WEST
RIGHT OF WAY MARGIN, FOR 316.80 FEET; THENCE S89°08'45"W FOR 684.74 FEET; THENCE S00°33'15"E FOR 21.93 FEET TO THE TRUE
POINT OF BEGINNING.

PARCEL 6
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 822.06 FEET; THENCE N00°33'15"W FOR 21.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE
N89°08'45"E FOR 684.74 FEET TO THE WEST RIGHT OF WAY MARGIN OF BOMBING RANGE ROAD; THENCE N00°33'15"W, ALONG SAID WEST
RIGHT OF WAY MARGIN, FOR 128.70 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N80°33'35"W, ALONG SAID
SOUTH RIGHT OF WAY MARGIN, FOR 785.75 FEET; THENCE S00°33'15"E FOR 526.51 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 7
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 853.22
FEET; THENCE N89°08'45"E FOR 264.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE N89°08'45"E FOR 337.28 FEET; THENCE
N00°33'15"W FOR 348.84 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF LATHIN ROAD; THENCE N80°33'35"W, ALONG SAID SOUTH RIGHT
OF WAY MARGIN, FOR 388.48 FEET; THENCE S00°33'15"E FOR 743.12 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 8
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION: THENCE S00°33'15"E, ALONG THE WEST LINE THEREOF, FOR 30.00 FEET
TO THE SOUTH RIGHT OF WAY MARGIN OF LATHIN ROAD AND THE TRUE POINT OF BEGINNING; THENCE S00°33'15"E, ALONG SAID WEST
LINE, FOR 823.22 FEET; THENCE N89°08'45"E FOR 264.80 FEET; THENCE N00°33'15"W FOR 743.12 FEET TO THE SOUTH RIGHT OF WAY
MARGIN OF LATHIN ROAD; THENCE N80°33'35"W, ALONG SAID SOUTH RIGHT OF WAY MARGIN, FOR 154.70 FEET; THENCE N00°33'14"W,
ALONG SAID SOUTH RIGHT OF WAY MARGIN, FOR 150.84 FEET TO THE TRUE POINT OF BEGINNING.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 22ND DAY OF September, 1928, AT 50 MINUTES PAST 10 A. M. AND
RECORDED IN VOLUME 2 OF SURVEYS, PAGE 1625, AT THE REQUEST OF HONLEY SURVEYING SERVICE, INC., P. S.

Walter J. ...
BENTON COUNTY AUDITOR

22-22478
FILE NUMBER

RECORD SURVEY NUMBER 170923/K201

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS

APR 12 3 47 PM '93

AND RESTRICTIONS OF

ELITE ACRES

T. G. L. N. E. R.
COUNTY CLERK, AUDITOR

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

That BAKER BOYER NATIONAL BANK, a corporation, is the owner in fee simple of all the real property located in Benton County, Washington, more particularly described on Annex "A," and incorporated herein by reference, and does hereby make all of the property herein referenced subject to the following protective covenants, reservations and restrictions which shall run with the land and shall be binding upon all owners and users of the land, together with their heirs, successors and assigns.

1. General Plan: The Owner (Developer) does hereby establish a general plan for the improvement and development of the land described on Annex "A," and does hereby establish covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions thereof shall be improved, sold, conveyed and used. It is the intent and purpose to ensure that the development of all lots shall be in the form of small acreages with high quality family residences where the future owners and their families may pursue small scale, part-time agricultural and animal husbandry activities such as may be characterized by ownership and use of riding horses and 4-H and FFA projects (except swine) for young people. It is the further intent and purpose of these restrictions and covenants to ensure the high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare and security of monetary investments, and to further all things conducive to harmony and compatibility among neighbors. This development shall be known as "Elite Acres".

2. Effect of Covenants: The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all parties and all persons owning lots, or any interest therein, and shall inure and pass with each

WHEN RECORDED - RETURN
GREAT ROCKY MTN.
5211 W. CLEARWATER, SUITE B
KENNEWICK, WA. 99326