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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SECOND NINE, A LIMITED PARTNERSHIP

VERNER M. FE. AUDITOR

DEPUTY

CHECKED BY: [Signature]

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THIS DECLARATION, made on the date hereinafter set forth by SECOND NINE, a LIMITED PARTNERSHIP, hereinafter referred to as "Declarant" or "Developer",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS:

Section 1. "Association" shall mean and refer to SECOND NINE HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of Covenants - 1

J.H.R.

1 the Association.

2 Section 3. "Common Area" shall mean all real property
3 owned by the Association for the common use and enjoyment of the
4 members of the Association.

5 Section 4. "Lot" shall mean and refer to any plot of
6 land shown upon any recorded subdivision map of the properties
7 with the exception of the Common Area.

8 Section 5. "Unit" shall mean and refer to any individual
9 multi-unit dwelling shown upon any recorded subdivision map of the
10 properties with the exception of the Common Area.

11 Section 6. "Member" shall mean and refer to every person
12 or entity who holds membership in the Association.

13 Section 7. "Owner" shall mean and refer to the record
14 owner, whether one or more persons or entities, of a fee simple
15 title to any lot which is a part of the Properties, including
16 contract sellers, but excluding those having such interest merely
17 as security for the performance of an obligation.

18 Section 8. "Declarant" shall mean and refer to SECOND
19 NINE, a LIMITED PARTNERSHIP, its successors and assigns if such
20 successors or assigns should acquire more than one undeveloped
21 Lot from the Declarant for the purpose of development.

22 ARTICLE II

23 The real property which is, and shall be, held, trans-
24 ferred, sold, conveyed, and occupied subject to this declaration
25 is located in the City of Richland, Benton County, Washington and
26 is described as follows:

27 Meadow Springs Second Nine Phase 1 and 3, EXCEPT
28 Tracts A, B, and G and 400, 500, 600 as recorded
in the records of Benton County, Washington.

29 ARTICLE III

30 ANNEXATION OF ADDITIONAL PROPERTIES:

31 Section 1. Annexation of additional properties other
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1 than properties within the general plan of development provided
2 for in Section 2 hereof, shall require the assent of two-thirds
3 (2/3) of the members of the Association, at a meeting duly
4 called for this purpose, written notice of which shall be sent
5 to all members not less than thirty (30) days nor more than
6 sixty (60) days in advance of the meeting setting forth the
7 purpose of the meeting. At this meeting the presence of members
8 or of proxies entitled to cast sixty (60) per cent of the votes
9 shall constitute a quorum. If the required quorum is not forth-
10 coming at any meeting, another meeting may be called subject to
11 the notice requirement set forth above and the required quorum
12 at such subsequent meeting shall be one-half (1/2) of the re-
13 quired quorum of the preceding meeting. No such subsequent
14 meeting shall be held more than sixty (60) days following the
15 preceding meeting. In the event the two-thirds (2/3) of the
16 members are not present in person or by proxy, members not
17 present may give their written consent to the action taken
18 thereat. During the developmental period, annexation of addi-
19 tional properties under this Section 1 shall also require the
20 prior written approval of the Developer.

21 Section 2. If within fifteen (15) years of the date of
22 recording of this declaration, Developer should develop addi-
23 tional lands within the area described in Exhibit "A" attached
24 hereto, such additional lands may be annexed to the existing
25 property without the assent of the members of the Association.

26 ARTICLE IV

27 MEMBERSHIP IN THE ASSOCIATION:

28 Every person or entity who is the contract purchaser or
29 record owner of a fee interest in any lot or lots which are
30 subject by covenants of record to assessment by the Developer
31 or the Association, shall be a member of the Association: Pro-
32 vided, however, that if any lot is held jointly by two or more

1 persons, the several owners of such interest shall designate one
2 of their number as the "member". The foregoing is not intended
3 to include persons or entities who hold an interest merely as
4 security for the performance of an obligation. No owner shall
5 have more than one membership. Membership shall be appurtenant
6 to and may not be separated from ownership of or a contract
7 purchaser's interest in any lot which is subject to assessment
8 by the Developer or the Association except that the incorpora-
9 tors shall be eligible for membership without regard to owner-
10 ship of an interest in the properties. Incorporators who are
11 not owners or contract purchasers of any lot subject to assess-
12 ment shall cease to be members of the Association at the expira-
13 tion of two years from the date of incorporation of the Associa-
14 tion. Upon transfer of the fee interest to, or upon the
15 execution and delivery of a real estate contract for the sale
16 of (or of an assignment of a contract purchaser's interest in)
17 any Lot, the membership and certificate of membership in the
18 Association shall ipso facto be deemed to be transferred to the
19 grantee, contract purchaser or new contract purchaser, as the
20 case may be. Ownership of, or a contract purchaser's interest
21 in, any such lot or lots shall be the sole qualification for
22 membership.

23 ARTICLE V

24 VOTING RIGHTS IN THE ASSOCIATION

25 The Association shall have two classes of voting member-
26 ship:

27 Class A. Class A members shall be all those Owners as
28 defined in Article I with the exception of the Developer. Class
29 A members shall be entitled to one vote for each Lot or Unit in
30 which they hold the interest required for membership by Article
31 IV. When more than one person holds such interest in any Lot
32 or Unit, all such persons shall be members. The vote for such

1 Lot shall be exercised as they among themselves determine,
2 but in no event shall more than one vote be cast with respect
3 to any Lot or Unit.

4 Class B. The Class B member(s) shall be the
5 Developer. The Class B member(s) shall be entitled to three (3)
6 votes for each Lot in which it holds the interest required for
7 membership by Article IV, provided that the Class B membership
8 shall cease and be converted to Class A membership on the happen-
9 ing of either of the following events, whichever occurs earlier:
10 (a) When the total votes outstanding in the Class A membership
11 equal the total votes outstanding in the Class B membership, or
12 (b) on July 1, 1994.

13 ARTICLE VI

14 PROPERTY RIGHTS IN THE COMMON PROPERTIES:

15 Section 1. Members Easements of Enjoyment: Every
16 member shall have a right and easement of enjoyment in and to
17 the common properties and such easement shall be appurtenant
18 to and shall pass with the title to, or contract purchaser's
19 interest in every assessed lot, subject to the following
20 provisions:

21 (a) The right of the Association to limit the
22 number of guests of members;

23 (b) The right of the Association to charge reasonable
24 admission and other fees for the use of any recreational
25 facility situated upon the common property;

26 (c) The rights of the Association to take such steps
27 as are reasonably necessary to protect any such mortgaged
28 property against foreclosure, including, but not limited to,
29 the right to charge admission and other fees as a condition
30 to continued enjoyment by the members and, if necessary, to
31 open the enjoyment of such properties to the public; and
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1 (d) The right of the Association to suspend the voting
2 rights and right to use of the recreational facilities by a
3 member for any period during which any assessment against his
4 lot remains unpaid and for a period not to exceed thirty (30)
5 days for any infraction of the Association's published rules
6 and regulations. During the developmental period the Association
7 shall be required to exercise its right to suspend the voting
8 rights of, and the right to the use of the recreational facili-
9 ties by a member for non-payment of an assessment, upon the
10 request of the Developer;

11 (e) The rights of the Association, to dedicate or trans-
12 fer all or any part of the common properties to any govern-
13 mental unit or public agency or authority or public utility for
14 such purposes and subject to such conditions as may be agreed
15 to by the members. No such dedication or transfer shall be
16 effective unless an instrument signed by two-thirds (2/3) of the
17 members entitled to vote has been recorded, agreeing to such
18 dedication or transfer, and unless written notice of the pro-
19 posed action is sent to every member not less than thirty (30)
20 days nor more than sixty (60) days in advance; and

21 (f) During the developmental period, the exercise of
22 all of the rights and powers set forth in subparagraphs (b),
23 (c), and (e) shall require the prior approval of both the
24 Trustee and the Developer.

25 Section 2. Delegation of Use. Any member may delegate,
26 in accordance with the Bylaws, his right of enjoyment to the
27 common properties and facilities to the members of his family,
28 or his tenants, who reside on the property, and subject to
29 regulation by the Association, to his temporary guests.

30 Section 3. Common Areas Described. The common prop-
31 erties referred to herein are more particularly described as
32 follows:

Greenbelt: Meadow Springs Second Nine Phase III

1 Lot 10, Block 3, Meadow Springs Second Nine
2 Phase 1; and

3 Greenbelt Meadow Springs Second Nine Phase
4 1, both recorded in the records of Benton
County, Washington.

5 ARTICLE VII

6 COVENANT FOR MAINTENANCE ASSESSMENTS:

7 Section 1. Creation of the Lien and Personal Obligation
8 of Assessments. Each owner or contract purchaser of any lot or
9 lots by acceptance of a deed or real estate contract therefor,
10 whether or not it shall be so expressed in any such deed or
11 other conveyance, is deemed to covenant and agree to pay to the
12 Developer during the developmental period, and thereafter to the
13 Association as hereinafter provided: (1) Monthly assessments or
14 charges, and (2) Special assessments for capital improvements,
15 such assessments to be fixed, established, and collected from
16 time to time as hereinafter provided. The monthly and special
17 assessments, together with such interest thereon and costs of
18 collection thereof, as hereinafter provided, shall be a charge
19 on the land and shall be a continuing lien upon the property
20 against which each such assessment is made. Each such assess-
21 ment, together with such interest and costs of collection
22 thereof (including reasonable attorney's fees) shall also be
23 the personal obligation of the person who was the owner or con-
24 tract purchaser of such property at the time when the assessment
25 fell due. The personal obligation shall not pass to his suc-
26 cessors in title unless expressly assumed by them: Provided,
27 however, that in the case of a sale or a contract for the sale
28 of (or an assignment of a contract purchaser's interest in) any
29 lot which is charged with the payment of an assessment or assess-
30 ments payable in installments, the person or entity who is the
31 owner or contract purchaser immediately prior to the date of any
32 such sale, contract or assignment shall be personally liable

1 only for the amount of the installments due prior to said date.
2 The new owner or contract purchaser shall be personally liable
3 for installments which become due on or after said date.

4 Section 2. Purpose of Assessments. The assessments
5 shall be used exclusively for the purpose of promoting the
6 recreation, health, safety, and welfare of the residents of the
7 properties, including, without limitation, the construction,
8 establishment, improvement, repair and maintenance of the common
9 properties and services and facilities related to the use and
10 enjoyment of the common properties, the establishment and opera-
11 tion of the Second Nine Patrol, a private patrol supplementing
12 municipal fire and police protection for residents of the prop-
13 erties, the payment of taxes and insurance on the common proper-
14 ties, and the installation and maintenance of the entry gate and
15 gate house, and the cul-de-sac planters on streets located within
16 the subdivision, and the payment of Trustee's fees to the
17 Trustee appointed hereunder.

18 Section 3. Amount of the Monthly Assessments. The amount
19 of the monthly assessments shall be as follows:

20 Each owner or contract purchaser shall pay the amount of
21 \$3.00 per month per lot and in addition, in the case of multiple
22 family dwellings constructed on any such lot or lots, \$1.00 per
23 month for each separate living unit within a multiple family
24 dwelling. During such time as title to the common properties is
25 held by the Trustee such sum shall be payable to the Developer.
26 Upon termination of the trust and conveyance of the common
27 properties to the Association the sum shall be payable to the
28 Association. Said monthly assessments may be increased by the
29 Association with the consent of two-thirds (2/3) of the members
30 voting in person or by proxy at a meeting duly called for such
31 purpose, written notice of which shall be sent to all members not
32 later than thirty (30) nor more than sixty (60) days in advance

1 of the meeting. After consideration of current maintenance
2 costs and future needs of the Association the Board of Trustees
3 may fix the monthly assessment at an amount not in excess of
4 the maximum. The monthly assessment may be increased by the
5 Association without the assent of two-thirds (2/3) of the members
6 in an amount not in excess of three (3) per cent per year.

7 Section 4. Special Assessments for Capital Improvements.

8 In addition to the annual assessments authorized above, the
9 Association may levy, in any assessment year, a special assess-
10 ment applicable to that year only for the purpose of defraying
11 in whole or in part, the cost of any construction, reconstruc-
12 tion, repair or replacement of capital improvements upon the
13 Common Area, including fixtures and personal property related
14 thereto, provided that any such assessment shall have the assent
15 of two-thirds (2/3) of the votes of each class of members who
16 are voting in person or by proxy at a meeting duly called for
17 this purpose.

18 Section 5. Date of Commencement of Monthly Assessments -
19 Due Dates. As to each particular lot involved, the liability
20 for the monthly assessments provided for in Section 3 of this
21 Article VII shall begin on the first day of the calendar month
22 following the expiration of six (6) months from the date of any
23 deed or real estate contract of sale for the Lot, or on the
24 first day of the calendar month following occupancy of the
25 premises, whichever is earlier. Said assessment shall be due
26 and payable on such date and on the first day of each calendar
27 month thereafter. The due date of any special assessments under
28 Section 4 of this Article VII shall be fixed by the Trustee, or
29 as to the Association, by the resolution authorizing such assess-
30 ment. No assessments shall be due until the Developer conveys
31 title to the Trustee or the Association to the fully developed
32 common properties.

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2 Section 6. Uniform Rate of Assessment. Both monthly
3 and special assessments shall be fixed at a uniform rate for all
4 Lots, including Lots upon which multiple family dwellings are
5 constructed, that portion of the assessment which is determined
6 on the basis of an additional amount per living unit shall
7 always be fixed at a uniform rate and shall never exceed one-
8 seventh (1/7) of the assessment amount per lot.

9 Section 7. Effect of Non-payment of Assessments -
10 Remedies. If any assessment is not paid within thirty (30) days
11 after it was first due and payable, the assessment shall bear
12 interest from the date on which it was due at the rate of

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14 (interest corresponding to the then current FHA interest rate
15 then in effect at the time of delinquency) and the Developer
16 or, upon termination of the trust, the Association may bring
17 an action at law against the one personally obligated to pay the
18 same and/or foreclose the lien against the property, and interest,
19 costs, and reasonable attorney's fees of any such action shall
20 be added to the amount of such assessment and all such sums
21 shall be included in any judgment or decree entered in such suit.
22 No owner or contract purchaser shall be relieved of liability
23 for the assessments provided for herein by non-use of the
24 common properties or abandonment of his lot.

25 Section 8. Subordination of the Lien to Mortgagee.
26 The lien of the assessments provided for herein shall be sub-
27 ordinate to the lien of any first mortgage (and to the lien of
28 any second mortgage given to secure payment of the purchase
29 price) now or hereafter placed on any lot. Sale or transfer of
30 any lot shall not affect the assessment lien. However, the
31 sale or transfer of any lot which is subject to such first
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1 mortgage, or purchaser money second mortgage, pursuant to a
2 decree of foreclosure under such mortgage or in lieu of fore-
3 closure thereof, shall extinguish the lien of such assessments
4 as to payments thereof which became due prior to such sale or
5 transfer. No sale or transfer shall relieve such lot from
6 liability for any assessments thereafter becoming due or from
7 the lien thereof.

8 Section 9. Exempt Property. The following property
9 subject to this declaration shall be exempt from the assessments
10 created herein:

- 11 (a) All properties owned by Developer;
12 (b) All properties dedicated to and accepted by a
18 local public authority;
14 (c) All common properties; and
15 (d) All properties owned by a charitable or non-profit
16 organization exempt from taxation by the laws of the State of
17 Washington.

18 However, no land or improvements devoted to dwelling use
19 shall be exempt from said assessments.

20 ARTICLE VIII

21 GENERAL PROTECTIVE COVENANTS

22 Section 1. Residential Character of Property. The term
23 "residential lots," as used herein, means all of the lots now or
24 hereafter platted on the existing property or the additions
25 thereto, with the exception of (1) the common properties, and
26 (2) all properties to be used for shopping center and professional
27 office complex development, for multiple family dwelling and for
28 churches and church purposes. No structures or buildings of any
29 kind shall be erected, altered, placed, or permitted to remain
30 on any residential lot other than one detached single-family
31 dwelling for single-family occupancy only, not to exceed two
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1 stories in height with a private garage or carport for not
2 more than three standard size passenger automobiles.

3 No house trailers shall be allowed to stop on the
4 property. No trailer or unmounted camper shall be stored or
5 parked on the premises nearer the front property line than
6 the minimum setback line.

7 Section 2. Architectural Control. No building shall
8 be erected, placed or altered on any lot (residential or non-
9 residential) on the property until the building, plans, speci-
10 fications, plot plan, landscaping and fencing plan, showing the
11 nature, kind, shape, height, materials, and location of such
12 building have been approved in writing as to conformity and
13 harmony of external design with existing structures in the sub-
14 division, and as to location of the building with respect to
15 topography and finished ground elevation, by a committee composed
16 of Milo Bauder, Lou Prues, Jim Magnuson, Edris Phillips and F. M.
17 Cochrane, or by a representative designated by a majority of the
18 members of said committee. In the event said board or its
19 designated committee fails to approve or disapprove such design
20 and location within thirty (30) days after said plans and
21 specifications have been submitted to it approval will not be
22 required and this Article will be deemed to have been fully
23 complied with. Neither the members of such committee, nor its
24 designated representatives shall be entitled to any compensa-
25 tion for services performed pursuant to the covenant. The
26 powers and duties of said committee members shall cease upon
27 the termination of the developmental period, or upon the prior
28 death of all three of said members. Thereafter, the committee
29 approval described in this covenant shall be obtained from The
30 Architectural Control Committee of the Association. The
31 Architectural Committee shall be composed of three or more
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1 representatives who shall be appointed by the Board of Trus-
2 tees of the Association.

3 All plans, specifications and plot plans which must be
4 submitted for approval hereunder shall be submitted to said
5 committee at the following address:

6 Second Nine Architectural Control Committee
7 c/o Walla Walla Federal
8 Vista Way
9 Kennewick, Washington 99336

10 or to such other address as may hereafter be given in writing
11 to the owners or contract purchasers involved by the Developer
12 or by said committee.

13 Section 3. Lot Size. No residential structure shall be
14 erected or placed on any residential lot which has a (lot) area
15 less than eight thousand (8,000) square feet or an average width
16 of seventy (70) feet.

17 Section 4. Business and Commercial Use of Property
18 Prohibited. No trade, craft, business, profession, commercial or
19 manufacturing enterprise or business or commercial activity of
20 any kind shall be conducted or carried on upon any residential
21 lot, or within any building located on a residential lot, nor
22 shall any goods, equipment, vehicles (including buses, trucks,
23 and trailers of any description) or materials or supplies used in
24 connection with any trade, service, or business, wherever the
25 same may be conducted, or any vehicles in excess of 6,000 pounds
26 gross weight (including buses, trucks and trailers of any
27 description) used for private purposes, be kept, parked, stored,
28 dismantled or repaired outside on any residential lot or on any
29 street within the property nor shall anything be done on any
30 residential lot which may be or may become an annoyance or
31 nuisance to the neighborhood.

32 No lot or tract shall be used as a dump for trash or
rubbish of any kind. All garbage and other waste shall be kept

1 in appropriate sanitary containers for proper disposal. Yard
2 rakings, such as rocks, lawn and shrubbery clippings, and dirt
3 and other material resulting from landscaping work shall not be
4 dumped into public streets or ditches. The removal and disposal
5 of all such materials shall be the sole responsibility of the
6 individual lot owner. Should any individual lot owner or
7 contract purchaser fail to remove any such trash, rubbish,
8 garbage, yard rakings and other such materials from his property
9 or the street and ditches adjacent thereto, within ten (10) days
10 following the date on which notice is mailed to him by the
11 Developer or the Association informing him of such violation,
12 then the Developer or the Association may have said trash
13 removed and charge the expense of removal to said lot owner or
14 purchaser. Any such charge shall become a continuing lien on
15 the property, which shall bind the property in the hands of the
16 then owner or contract purchaser, and his successors in interest.
17 Such charge shall also be a personal obligation of the one who
18 is the owner or contract purchaser of the lot involved on the
19 date of removal.

20 No owner or contract purchaser of any residential lot
21 shall permit any vehicle owned by him or by any member of his
22 family or by any acquaintance, and which is in an extreme state
23 of disrepair, to be abandoned or to remain parked upon any
24 street within the existing property for a period in excess of
25 forty-eight (48) hours. Should any such owner or contract
26 purchaser fail to remove such vehicle within two (2) days
27 following the date on which notice is mailed to him by the
28 Developer or the Association informing him of a violation of
29 this provision, the Developer or the Association may have such
30 vehicle removed and charge the expense of removal to said owner
31 or purchaser in accordance with the provisions of the immediately
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1 preceding paragraph. A vehicle shall be deemed to be in an
2 extreme state of disrepair when in the opinion of the Archi-
3 tectural Control Committee its presence offends the reasonable
4 sensibilities of the occupants of the neighborhood.

5 Section 5. Residential Use of Temporary Structures
6 Prohibited. No trailer, basement, tent, shack, garage, barn or
7 other outbuildings or any structure of a temporary character
8 erected or placed on the property shall at any time be used as
9 a residence temporarily or permanently.

10 Section 6. Minimum Dwelling Cost. No single family
11 dwelling shall be permitted on any lot at a cost less than
12 \$35,000.00 exclusive of land, based upon cost levels prevailing
13 on the date these covenants are recorded, it being the intent
14 and purpose of the covenant to assure that all dwellings shall
15 be of quality and workmanship and materials substantially the
16 same or better than that which can be produced on the date these
17 covenants are recorded at the minimum cost stated herein for the
18 minimum permitted dwelling size. The ground floor area of the
19 main structure, exclusive of open porches and garages, shall
20 not be less than one thousand three hundred fifty (1,350) square
21 feet for a one-story dwelling, or the top two levels of a split
22 level dwelling, nor less than one thousand (1,000) square feet
23 for the ground floor area of a dwelling or more than one story.
24 (For the purpose of this provision, a home with a daylight
25 basement shall be considered a dwelling of more than one story.)

26 Section 7. Utility Easements. The grantors for
27 themselves, their successors and assigns, dedicate easements
28 for public utility purposes over the public utility easement
29 strips as shown in the recorded plats. Said easements are
30 hereby granted to maintain, construct and reconstruct and repair
31 sewer lines, domestic water lines, telephone lines and lines for the
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1 delivery of electric energy as the same are constructed and
2 installed at the time of the conveyance of each of the lots in
3 said plat; and whenever the uses of said easement shall cease,
4 the same shall revert to the owner of the land affected by said
5 easement.

6 Section 8. Date for Completion of Construction. Any
7 dwelling or structure erected or placed on any residential lot
8 shall be completed as to external appearance, including finished
9 painting, within nine (9) months from date of commencement of
10 construction and shall be connected to the public sewer system.
11 Landscaping shall be completed within six (6) months after
12 completion of dwelling unit.

13 Section 9. Animals. No animal, livestock, or poultry of
14 any kind shall be raised, bred, or kept on any lot, except that
15 dogs, cats, birds or other household pets may be kept if they
16 are not kept, bred, or maintained for any commercial purpose,
17 and that they shall not be kept in numbers or under conditions
18 reasonably objectionable in a closely built up residential
19 community.

20 Section 10. Signs. No signs shall be erected or main-
21 tained on any residential lot in the tract, except that not more
22 than one approved FOR SALE or FOR RENT sign placed by the owner
23 or builder or by a licensed real estate broker, not exceeding
24 eighteen (18) inches high and twenty-four (24) inches long, may
25 be displayed on any lot.

26 Section 11. Use Restriction Applicable to Lakes. Bulk-
27 heads may be erected and maintained on lots fronting on any lake,
28 but no boathouses, docks or piers shall be erected or maintained
29 on any such lots, nor shall any structures whatsoever, including
30 but not limited to, fences, docks, piers or railroad tracks for
31 boat launching, be permitted to extend from any lake front
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property out into such lake.

No power boats of any kind whatsoever and no swimming
1 rafts or swimming floats of any kind shall be permitted an any
2 lake within the subdivision.

3 Section 12. Mortgages Protected. Nothing herein con-
4 tained shall impair or defeat the lien of any mortgage or deed
5 of trust now or hereafter recorded covering any lot or lots, but
6 title to any property obtained as a result of foreclosure shall
7 thereafter be held subject to all of the provisions herein.

8 Section 13. Building Setback and Fence Requirements. No
9 building or structure shall be located nearer to the front line of
10 the lot or nearer to the side street line than the building set-
11 back lines shown on the recorded plat. In any event, no building
12 shall be located on any residential lot nearer than 25 feet to the
13 front lot line nor nearer than 20 feet to any side street line,
14 except a detached garage and nearer than 20 feet to any rear lot
15 line. No building shall be located nearer than ten feet to any
16 (non-street) side lot line (chimney, porches and decks excepted).
17 On the following described lots the minimum setback shall be 35
18 feet from the back lot line and 20 feet from the front lot line.

19 Lots 29, 30, 31, 32, Block 5; Lots 7, 8, 9, 10, 11,
20 12, 13, 14, Block 4; and Lots 1, 2, 3, 4, Block 3,
21 Second Nine Phase I. Lots 3, 4, 27, 28, 29, 30, 31,
32, 33, Block 2, Second Nine Phase III.

22 No fence, wall, hedge, or mass planting other than foundation
23 planting shall be permitted to extend nearer to any street than
24 the minimum setback line of the residence, except that nothing
25 shall prevent the erection of a necessary retaining wall, the
26 top of which does not extend more than two feet above the finished
27 grade at the back of said retaining wall, provided, however, that
28 no fence, wall, hedge or mass planting shall at any time, where
29 permitted, extend higher than six feet above ground. Fences shall
30 be well constructed of suitable fencing materials and shall be
31 artistic in design and shall not detract

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1 from the appearance of the dwelling house located upon the
2 adjacent lots or building sites or be offensive to the owners
3 or occupants thereof. No radio or television antennas shall be
4 permitted to extend more than ten feet above the roof line of
5 any residence without the written approval of the said committee.

6 The Architectural Control Committee shall have the
7 authority in any individual case to make such exceptions to the
8 building setback and fence location requirements set forth
9 herein as said committee shall in its uncontrolled discretion
10 deem necessary or advisable.

11 ARTICLE IX

12 EXTERIOR MAINTENANCE

13 In the event an owner of any lot in the properties shall
14 fail to maintain the premises and the improvements situated
15 thereon in a manner satisfactory to the Board of Trustees, the
16 Association, after approval of two-thirds (2/3) vote by the Board
17 of Trustees, shall have the right, through its agents and
18 employees, to enter upon said parcel and to repair, maintain,
19 and restore the lot and the exterior of the buildings and any
20 other improvements erected thereon. The cost of such exterior
21 maintenance shall be added to and become part of the assessment
22 to which such lot is subject.

23 ARTICLE X

24 USE RESTRICTIONS

25 Section 1. Enjoyment of Property. The owners shall use
26 their respective properties to their enjoyment in such a manner
27 so as not to offend or detract from other owner's enjoyment of
28 their own respective properties.

29 Section 2. In Derogation of Law. No owner shall carry
30 on any activity of any nature whatsoever on his property that is
31 in derogation or in violation of the laws and statutes of the
32

1 State of Washington.

2 Section 3. Pets. Owners shall observe and obey the laws
3 applicable to the residents of the City of Richland and Benton
4 County pertaining to care, control and husbandry of animals and
5 pets.

6 Section 4. Commercial Activity. There shall be no com-
7 mercial activity by the members of this Association within the
8 properties of this Association.

9 Section 5. Temporary Structures. No structure of a
10 temporary character, such as a trailer or a shack or other out-
11 buildings shall be used on any lot at any time as a residence.

12 Section 6. Nuisances. No noxious or offensive activity
13 shall be carried on upon any properties, not shall anything be
14 done thereon which may become a nuisance as such is defined in
15 the laws of the State of Washington.

16 Section 7. Livestock and Poultry. No animals or live-
17 stock or poultry of any kind shall be raised, bred or kept on
18 any lot except that dogs, cats or other household pets may be
19 kept according to the provisions of Section 3 hereof.

20 Section 8. Garbage and Refuse Disposal. No lot shall
21 be used or maintained as a dumping ground for rubbish. Trash,
22 garbage or other waste shall not be kept except in a sanitary
23 container.

24 Section 9. Sewage Disposal. No individual sewage dis-
25 posal system shall be permitted on any lot.

26 Section 10. Oil and Mining Operations. No oil drilling,
27 oil development operations, oil refining, quarrying or mining
28 operations of any kind shall be permitted upon or in any lot,
29 nor shall oil wells, tanks, tunnels, mineral excavations or
30 shafts be permitted upon or in any lot.

31 Section 11. Water Supply. No individual water supply
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1 system shall be permitted on any lot.

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3 Section 12. Setback and Fence Requirements for Fairway
4 Lots. No structures shall be constructed or maintained closer
5 than 20 feet to the rear property line. In addition, no part of
6 any structure or structures (other than a garage or carport of
7 a size sufficient to accommodate no more than three (3) standard
8 size passenger automobiles, or a fence meeting the requirements
9 set forth below) on the lot shall be situated less than five
10 feet from any side property line.

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12 No fence shall be constructed or maintained on any fair-
13 way lot in the property except as follows:

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15 (a) A patio constructed immediately adjacent to the house
16 on any lot may be enclosed by a fence. Also a fence may be
17 constructed and maintained to enclose any swimming pool. However,
18 no part of any such fence enclosing a patio or a swimming pool
19 may be closer than 15 feet to the rear property line without the
20 prior written approval of the Architectural Control Committee
21 provided for in Article VIII Section 2 hereof.

22

23 (b) A fence may be constructed and maintained by an owner
24 on either or both side lines of his lot, but no such fence shall
25 be closer than the front setback line nor closer than 15 feet
26 to the back property line. (Thus, for example, on a lot having a
27 depth of 100 feet, such a fence may have a maximum length of 65

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Covenants - 20

1 feet, with the ends of the fence being a minimum of 20 feet from
2 the front property line and 15 feet from the back property line,
3 respectively.)

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5 (c) Any fence may be constructed and maintained which is
6 required at the time as a matter of law. Upon the termination
7 of any such legal requirement, any such fence shall promptly be
8 removed, unless it meets with the requirements of the preceding
9 subparagraphs (a) or (b). Except as otherwise required by law,
10 no fence permitted by these special restrictive covenants shall
11 be more than six feet high. Fences shall be well constructed of
12 suitable fencing materials and shall be artistic in design and
13 shall not detract from the appearance of the dwelling house
14 located upon the lot or building site or be offensive to the
15 owners or occupants thereof, or detract from the appearance of
16 the dwelling houses located on the adjacent lots or building
17 sites. No fencing materials shall be used without prior approval
18 of the Architectural Control Committee. No radio or television
19 antennas shall be permitted to extend more than ten feet above
20 the roof line of any residence without the written approval of
21 the Architectural Control Committee.

22
23 The said committee shall have the authority in any individual
24 case to make such exceptions to the building setback and fence
25 location requirements set forth herein as said committee shall
26 in its uncontrolled discretion deem necessary or advisable.

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28 (d) Persons lawfully using the Second Nine Golf Course
29 shall have an easement to come upon fairway lots solely for the
30 purpose of retrieving golf balls shot upon any such fairway lot.
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ARTICLE XI
GENERAL PROVISIONS

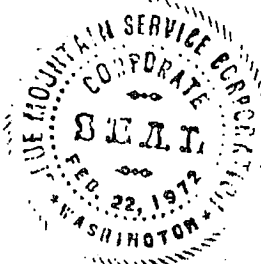
Section 1. Enforcement. The Trustee, the Association, the Developer and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration: Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Trustee, the Association, the Developer, or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants of restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the

1 Association, and the owner or contract purchaser of any lot
2 subject to this declaration, including the Developer, their
3 respective legal representatives, heirs, successors and assigns
4 for a term of 20 years from the date this declaration is
5 recorded, after which time said covenants shall be automatically
6 extended for successive periods of ten years unless an instrument
7 terminating these covenants which is signed by not less than the
8 owners or contract purchasers then owning 75 per cent of the
9 property described in Exhibit "A" shall have been filed with the
10 Benton County Auditor. The covenants and restrictions of this
11 declaration may be amended during the first 20 year period by
12 an instrument signed by not less than the owners or contract
13 purchasers then owning 90 per cent of the property described in
14 Exhibit "A", and thereafter by an instrument signed by not less
15 than the owners or contract purchasers then owning 75 per cent
16 of the property described in Exhibit "A". Amendments shall take
17 effect when they have been recorded with the Auditor of Benton
18 County.

19 DATED: This 16 day of July, 1974.



20 SECOND NINE a LIMITED PARTNERSHIP
21 By: Meadow Springs Development Corporation, Inc.,
22 General By: W. B. Bunker President
23 Partner

24 By: Max S. Burns Secretary

25 Blue Mountain Service Corporation, General
26 By: Robert Groseclose Partner
27 President

28 By: Betty Perry Secretary

29 STATE OF WASHINGTON)
30 : SS
31 COUNTY OF BENTON)

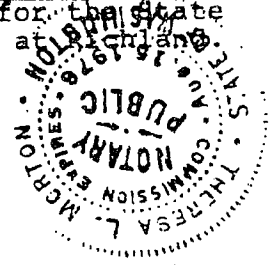
32 On this day personally appeared before me
Robert Groseclose + Betty Perry
to me known to be the individuals described in and who executed
the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the

1 STATE OF WASHINGTON)
2 : SS
3 COUNTY OF BENTON)

4 On this day personally appeared before me Milo B. Bauder and
5 Max S. Burrup the President and Secretary, respectively of
6 Meadow Springs Development Corporation, Inc., one of the general
7 partners of Second Nine, a Limited Partnership, and acknowledged
8 that they signed the same as their free and voluntary act and
9 deed, for the uses and purposes therein mentioned.

10 GIVEN under my hand and official seal this 18th day of July,
11 1974.

Theresa L. Merton
Notary Public in and for the State
of Washington residing at Richland.



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EXHIBIT "A"

Meadow Springs Second Nine Phase 1 and 3, EXCEPT
Tracts A, B, and G and 400, 500 and 600 as recorded
in the records of Benton County, Washington.

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1 uses and purposes therein mentioned.

2 GIVEN under my hand and official seal this 16 day of
3 July, 1974.

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Gary E. Bierman
Notary Public in and for the State of Washington residing at Richland

