

Return Address

Name BENTON FRANKLIN TITLE CO. ATTN; BOBBI
Address 3315 W. CLEARWATER AVE. SUITE 100
City, State, Zip KENNEWICK, WA 99336
BENTON FRANKLIN TITLE CO.

Bfmo 260
Document Title(s) (or transactions contained therein):

- 1. DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR MOUNTAIN VIEW ESTATES, SHORT PLAT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of documents(s))

Grantor(s) (Last name first, then first name and initials)

- 1. MOUNTAIN VIEW ESTATES
- 2.
- 3.
- 4.
- 5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

- 1. OCEAN WEST NEVADA
- 2.
- 3.
- 4.
- 5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
PTN 1-8-24

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
N/A 1-0184-100-0013-001 10P
Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
MOUNTAIN VIEW ESTATES, SHORT PLAT

This "Declaration of Conditions, Covenants and Restrictions for Mountain view Estates" (referred to as this "Declaration") is made to be effective as of May 1, 2003, by Ocean West Nevada, a Nevada corporation ("Declarant").

1. Property Subject to Declaration; Annexation. The real property which is subject to this Declaration (the "Property") is described in Exhibit A, and is depicted in the plat (the "Plat") attached to this Declaration as Exhibit B, both of which are incorporated fully herein by this reference. The Plat depicts the residential lots (the "Lots") which are subject to this Declaration. At any time Declarant may make additional real property subject to this Declaration by recording memorandum of annexation which states the intention of Declarant to subject such additional property to the terms of this Declaration. At the time of annexation, the Property and the annexed Property shall be deemed to be bound by the same Declaration.

2. Purpose. The purpose of this Declaration is to establish and insure necessary standards and restrictions to promote and maintain a first rate residential development upon the Property, and to protect and enhance property values for the owners ("Owners") of the lots.

3. Construction and Building. The following restrictions shall apply to all building, construction and development upon any of the Lots included in the property:

A. Minimum Area. Each lot shall be improved with one residential dwelling only (and reasonable appurtenant improvements), and no Lot may be further subdivided. The minimum livable area on any ground floor of a residence shall be no less than 1'400 square feet, exclusive of the required garage area.

B. Garages. Every residence located upon a Lot shall include a garage to accommodate at least two standard automobiles. Such garage shall be completely enclosed with a roll-up or covered door. Carports or other unenclosed areas for the storage of automobiles are expressly prohibited.

C. Front Yard Fences. No fencing of any nature shall be permitted in a portion of any Lot designated as a "front yard."

D. Fences. All fences included in any Lot shall be either painted masonry, wood or PVC and approved by the Architectural Committee. Metal fencing of any nature, including, but not limited to, chain link or "cyclone" fencing, shall be expressly prohibited.

E. Vehicles. it is essential to the aesthetic integrity of the property that the following rules relating to vehicles be observed strictly:

(1) No Overnight Parking. No overnight parking shall be permitted on any of the street included within the project.

(2) Not Visible. There shall be no parking of any abandoned vehicle, boat, boat trailer, horse trailer, trailer, camper shell, truck and camper, recreational vehicle, camper conversation or similar vehicle, which shall be visible from any lot or any street within the property.

F. Security Lighting. For security purpose, each Lot shall have an exterior light located at the front of the Lot on an automatic "photo cell" and shall be located on a post not to exceed six feet in height.

G. Landscaping. Landscaping shall be required on all Lots, and shall include an automatic sprinkler and drip system on an automatic timer. All landscaping must be approved by the Architectural Committee.

H. Antennas. No antennas, satellite dishes, or other items used for the transmission or receipt of any wave or similar transmissions shall be permitted anywhere on any of the lots if placed or maintained in such a manner that all or any portion of such devices shall be visible from any lot or any street within the Property. However, satellite dishes not exceeding 24 inches in diameter may be acceptable subject to the approval of Declarant. No such devices are allowed on the front elevation.

4. Use Restrictions. The following use restrictions shall relate to all Lots:

A. Pets. Owners shall maintain only a reasonable number of commonly recognized domestic pets on any Lot. No noise shall be permitted from any such pets which disturb any Owners residing elsewhere within the Property. No pets may be permitted anywhere within the property without a leash, except in fully enclosed backyards of the Owners of such pets. No pit bulls, rotweillers, wolves, wolf hybrids or other attack type dogs may be permitted to be maintained within the property.

B. Residential Purposes. No commercial or industrial activities of any nature may be conducted form any Lot located within the property.

C. Compliance With Laws. All use of, and activities conducted upon, ant Lot shall comply fully with all laws, statutes, ordinances, and regulations, including any laws and regulations relating to the use, storage and disposal of hazardous or toxic chemicals or substances.

D. Storage. No storage of boxes, furniture, appliances, machinery, equipment, construction supplies, or household goods shall be permitted outside of any residence located on a Lot within the Property.

5. Architectural Committee. For the purpose of maintaining the architectural and



aesthetic integrity and consistency of the development of the Property, an Architectural Committee (the "Committee"), consisting of three members, hereby is established.

A. First Members. The first three members of the Committee shall be appointed by the Declarant, and shall serve until their resignation or removal by the Declarant, who reserves the right to replace or substitute such members in Declarant's sole discretion until such time as the transition of the Committee is made to the Owners, as set forth in paragraph 5(B) below.

B. Transition to Owners. Following the conveyance of at least 90% of all Lots subject to these restrictions to Declarant's successors in interest (including any lots annexed pursuant to Section 1 of this declaration), the Owners of Lots within the Property shall elect a new Committee by a majority of the Owners, with each Lot being entitled to one vote for each committee position. If no committee is elected by the Owners, then the members of the committee appointed by the Declarant shall continue to act until such time as a majority of the Owners elect a new Committee, or until such a time as the Committee members resign.

C. Term. Unless earlier removed as provided above, members of the Committee shall serve for a period of one year, or until their successors are duly appointed or elected, whichever is later.

D. Majority for Committee Action. A majority of the Committee shall be entitled to take action and make decisions for the Committee.

E. Removal. Committee members elected by Owners may be removed by two-thirds of the Owners, who thereupon shall have the right to elect successors to fill unexpired terms in the same manner as specified above for the election of members of the Committee by Owners.

F. Restriction of Membership. Except for Committee members appointed by Declarant, all Committee members shall be Owners.

6. Architectural Committee Approval. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any improvements constructed on any Lot, or any natural feature or configuration of any Lot, or any change from the natural or improved state of any Lot existing on the date that such Lot was first conveyed in fee by Declarant to an Owner, or was annexed by Declarant, whichever is later, shall be made or done without the prior approval of the Architectural Committee. No building, fence, wall, screen, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Committee or any committee established by the Architectural Committee for that purpose. This prior written approval shall be a condition precedent to the issuance of a building permit for any construction upon a Lot, and any building permit issued without the prior written approval of the Committee shall be void.

A. General Standards. The Architectural Committee shall have broad authority to grant or deny permission based upon the Committee's desire to promote construction of residences within the Property which are harmonious with each other and with the environment, which reflect standards of color, taste and design commonly observed at the time of application, and are designed to permit the reasonable use and enjoyment of the Lot by the applying Owner, without diminishing or harming the use and enjoyment of other lots within the Property. The site plan for each Lot shall be developed with due regard for topography, view and relationship to street frontage, as well as the need for creating a well-designed project overall. In addition, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which the building or other structure is to be built or constructed. The site plan shall take advantage of the intrinsic characteristics of the location, and the site plan shall exhibit an open and varied footprint.

B. Procedures. Pursuant to its rule-making power, the Architectural Committee shall establish a procedure for the preparation, submission and determination of applications, for any such alteration or improvement.

C. Submission. Any requests to the Architectural Committee shall be accompanied by a complete and final set of working blueprints, drawings, diagrams, and plans and specifications for all proposed construction and work (the "Work Documents").

D. Time for Approval. The Committee shall grant or deny its approval in writing no later than 21 calendar days following submission to it of the Work Documents. The failure of the Committee to grant or deny its approval within the said 21 day period shall be deemed an automatic approval of the request.

E. Change in Scope of Work. Any material change in any of the Work Documents shall require additional or amended approval from the Committee.

F. Height Limits. Notwithstanding any height limitations set forth in any applicable zoning or comparable ordinance, the Architectural Committee shall have the authority to limit the height of construction on any Lot, notwithstanding the fact a greater might be permitted by ordinance.

G. Setback Requirements. Notwithstanding the lesser setback directives by any governmental agency, the minimum side-yard setback shall be ten (10) feet.

H. Subsequent additions. All subsequent additions to or changes or alterations in any building, fence, wall or other structure or improvement located on any Lot, including the exterior color scheme or the modification of any existing natural feature or configuration of any Lot, or material change in landscaping, shall be subject to the prior written approval of the Architectural Committee.



I. Finality of Decision; No Personal Liability. All decisions of the Architectural Committee shall be final and no Owner or other party shall have recourse against the Architectural Committee or any of its members, for the Committee's refusal to approve any plans or specifications, including lawn area and landscaping the Committee and its members shall have no personal liability for judicial challenges to the Committee's decisions, and the sole remedy for a successful challenge to a decision of the Committee shall be an order overturning the Committee's decision without creating a right, claim, or remedy for damages.

J. Limitation of Effect of Approval. The approval of the Architectural Committee of any material submitted to it shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity of, or compliance with any applicable laws or building ordinances of the proposed improvements or alterations; and the Owner and Owner's agents shall be solely responsible for all such matters.

7. Time for Construction. It is the intention of Declarant that the Lots be developed for residential use by ultimate purchasers, rather than being held for speculative or investment purposes. Accordingly, following transfer of title by Declarant to any successor in interest, construction of a residence upon the Lot shall be required to commence no later than five (5) years following transfer of title by Declarant; and construction shall be completed (with the certificate of occupancy having been issued) no later than 180 days from the issuance of the latter of the Architectural Committee's approval and a building permit by the applicable municipality.

8. Term. These restrictions shall be deemed to run with the land and top bind the Property in perpetuity.

9. Amendment. This declaration may be amended as follows:

A. By Declarant. By Declarant, at any time that Declarant owns 60% or more of the Lots subject to this Declaration (including any Lots which may be subject to this Declaration by annexation in accordance with paragraph 1 of this Declaration). Such amendment shall be recorded in the same manner as these restrictions. In the event of such an amendment by Declarant, all Lots subject to this Declaration shall be deemed subject to such amendment; and

B. Otherwise. By a vote of 90% of the Owners of Lots subject to these restrictions, with such amendment thereupon being recorded in the same manner as these restrictions. Each Lot shall be deemed to have one vote with respect to any such amendment.

10. Enforcement. Any violation of any condition of these restrictions may be enforced by any Owner of a Lot through affirmative or injunctive relief in a court of competent jurisdiction. Any work or construction undertaken without the prior written approval of the Committee shall be presumed to be in violation of this Declaration. The prevailing

party shall, as a matter of right, receive its attorneys' fees in connection with any such enforcement action maintained, and any order of any court enforcing this Declaration may include the removing of all improvements constructed in violation of this Declaration.

11. Signature. The Declarant has executed and delivered this Declaration to be effective as of April 22, 2003.

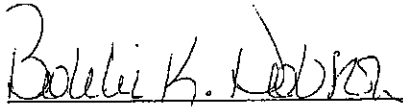
OCEAN WEST NEVADA, a Nevada corporation



By
Terry L. Phillips, President

State of Washington)
County of Benton) ss.

The foregoing "Declaration of Conditions, Covenants and Restrictions For Mountain View Estates" was acknowledged before me on April 22, 2003, by Terry L. Phillips, President of Ocean West Nevada, a Nevada Corporation, the Declarant.



My Commission Expires:
7-29-05

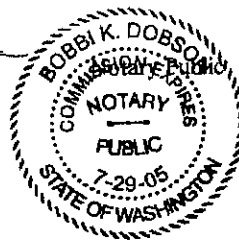




Exhibit " A "

LEGAL DESCRIPTION

That part of the Southeast 1/4 of Section 1, Township 8 North, Range 24 East, W.M. described as follows:

Beginning at the Southeast corner of said subdivision; thence N 0°47'30" E along the East line thereof 1319.43 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 1; thence N 89°52'39" W along the South line of Northeast 1/4 of the Southeast 1/4 of said Section 1, 329.49 feet to the Southwest corner of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 1 and the True Point of Beginning; thence N 00°44'47" East along the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 1, 463.33 feet to the Southerly right-of-way line of State Highway SR-22; thence along said right-of-way line in a Southwesterly direction along the arc of a curve to the right, having a central angle of 24°10'33", a radius of 2366.83 feet and a chord bearing and distance of S 48°41'22" W, 991.28 feet; thence S 29°13'21" E 150.00 feet; thence along the arc of a curve to the right, having a central angle of 00°32'39", a radius of 2516.83 feet and a chord bearing and distance of S 61°02'43" W 23.53 feet; thence S 28°41'12" E 210.00 feet; thence along the arc of a curve to the left, having a central angle of 6°30'31", a radius of 2726.83 feet and a chord bearing and distance of N 58°03'32" E 309.59 feet; thence N 25°00'00" E 46.64 feet; thence along the arc of a curve to the right, having a central angle of 65°07'21", a radius of 280.00 feet and a chord bearing and distance of N 57°33'41" E 301.39 feet; thence S 89°52'39" E 43.82 feet to the West line of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 1; thence N 01°47'53" E 150.06 feet to the True Point of Beginning.