



Lana Franklin
PO Box 4097
West Richland, WA 99353

AMENDMENT

Declaration of Covenants, Conditions and Restrictions Plat of Santiago Bridgewater Estates

Dated this 3rd date of February, 2010

With regard to the following legally described real property situated in the City of Kennewick, County of Benton, State of Washington:

Section 1 Township 8 Range 28 Quarter SE Plat of
Bridgewater Estates.

The Declaration of Covenants, Conditions and Restrictions originally recorded July 29, 2005 under Auditor's File No. 2005-025655, Benton County, Washington regarding parcels 101184000001004, 101884000002000 and 112881000005005 is hereby amended as underlined. The amended Sections to the existing Articles are as follows:

ARTICLE V USE RESTRICTIONS

Section 8. "Storage Sheds and Swings." No storage sheds or similar or related type objects shall be located on any Lot if such object is visible from the front of the Lot. All swings and slides (including those used in connection with a swimming pool) shall be at least five (5) feet from all fences located on or near perimeter Lot lines.

ARTICLE VI
FENCES AND EASEMENTS

Section 1. "Fence Requirements." Lots, when developed, must be improved with a six (6) foot back yard fence constructed of treated stained wood. Said fence shall be installed across the back property line and along the side property lines, extending a minimum of 15' or to the back corner of the house. Said fence to be installed at the expense of the Owner within one hundred eighty (180) days of occupancy or within one hundred eighty (180) days of the recording of this document. All fencing shall be approved by the Architectural Control Committee prior to commencement of construction. Except as may be installed by Declarant, no side or rear fence and no side or rear wall, other than the wall of the house constructed on said Lot, shall be more than six (6) feet in height and must be constructed of treated stained wood. No fencing may be installed in the front yard, nor shall fencing be placed closer than 20' to an interior street with the exception of fencing for the back yard of a corner lot, which must be placed not closer than 10' to an interior street. The electrical meter base may not be fenced but must be visible for utility access.

Notwithstanding the foregoing, the prevailing governmental regulations and the provisions of Article VI, Section 3 shall take precedence over these restrictions if said regulations are more restrictive. Unless otherwise approved by the Architectural Control Committee, all fencing and any materials used for fencing, dividing or defining the Lots must be of new material with the "good side out," and erected in a good and workmanlike manner.

The color(s) of the fencing for all Lots will be with the prior approval of the Architectural Control Committee and shall not be changed without the approved of the Architectural Control Committee. This restriction shall not apply to the Declarant. All fences shall be maintained in good condition and repair, and fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction.

Subject to the other provisions of this section, in the event any fence is wholly or partially damaged by any cause, it shall be removed in its entirety or returned to its original condition within thirty (30) days from the date of damage; any fences installed by Declarant and damaged by Owner(s) of the adjacent Lots, their guests, tenants, invitees, agents or members of their family must be promptly restored to their original condition by said Owner(s) of the adjacent Lots. The Association will perform routine maintenance of the exterior sides of certain perimeter fences as provided in Article IV, Section 1, but the Owners of the Lots adjacent to said fences shall be responsible to replace the same in the event of destruction thereof. No fences shall be installed in front yards.

Section 2: "Fences as Party Walls"

- A. Fences which may be constructed upon the dividing line between Lots or adjacent to said dividing line because of minor encroachments due to engineering errors (which are hereby accepted by all Owners in perpetuity) or because existing easements prevent a fence from being located on the dividing line by Declarant shall be maintained and repaired at the joint cost and expense of the adjacent Lot Owners, and fences constructed upon the back of any Lot (which does not adjoin any other Lot) by Declarant shall be maintained and repaired at the cost and expense of the Lot Owner on whose Lot (or immediately adjacent to whose Lot) the fence is installed.

Without limiting the generality of the foregoing, in the event any party wall is wholly or partially damaged or in need of maintenance or repairs (other than as a result of any action either of the Owners, their guests, tenants, invitees, agents, or members of their family, which shall be governed by the provisions set forth below), then, each of the adjoining Owners shall share equally in the cost of replacing the party wall or restoring the same to its original condition. For this purpose, said adjoining Owners shall have easement as more fully described in Article VI, Section 3(B). Such fences shall not be altered or changed in design, color, material or construction from the original installation made by Declarant without the approval of the adjoining Owner(s), if any, and the Architectural Control Committee.

In the event any such fence is damaged or destroyed by the act or acts of one of the adjoining Lot Owners, their family, agents, guests or tenants, that Owner shall be responsible for said damage and shall promptly rebuild and repair the fence(s) to its (their) prior condition, at their sole cost and expense. All gates shall be no higher than the adjacent fence.

- B. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, the matter shall be submitted to three (3) arbitrators, one (1) chosen by each of the Owners and the third (3rd) arbitrator to be chosen within five (5) days by any judge of the Superior Court of Benton County. A determination of the matter signed by any two (2) of the three (3) arbitrators shall be binding upon the Owners who share the cost of arbitration equally. In the event one (1) Owner fails to choose an arbitrator within ten (1) days after personal receipt of a request in writing for arbitration from the other Owner, then said requesting Owner shall have the right and power to choose both arbitrators.
- C. Whenever the words "fence" or "fences" or "fencing" appears in this Declaration, they include treated stained wood fences and other materials

used as a fence, fences, wall or walls as approved by the Architectural Control Committee (except a wall which is part of a house).

Section 3 "Easements"

- A. Easements for installation and maintenance of utilities and drainage facilities have been created as shown on the Plat, and additional easements may be created by grant or reservation by Declarant of a portion of Santiago Bridgewater Estates for the foregoing purposes, or for the purpose set forth in Article VI, Section 3(C). Except as may be installed by any owner, no structure, planting of other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, if any, or which may obstruct or retard the flow of water through the channels in the drainage easements, if any.

The Easement area of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and except for any easement area referred to in Article VI, Section 3(C), which may be fenced off by a fence installed by Declarant. In the latter case, the easement area shall be maintained by the Owner of the Lot who has use of the easement.

- B. For the purpose of repairing and maintaining any fence or wall located upon the dividing line between Lots (or located near or adjacent thereto because of an existing easement located on the dividing line), an easement not to exceed five (5) feet in width is hereby created over the portion of every Lot immediately adjacent to any perimeter fence or wall to allow the adjoining Owner access for maintaining purposes set forth and no other purpose.
- C. In addition to the foregoing, if a fence is not located on a dividing line between Lots, an easement is hereby created for purposes of construction and maintaining a fence between Lots over that portion of each Lot adjacent to or near the dividing line wherever a fence may be constructed by Declarant thereof within six (6) months after a house after a house is constructed on any Lot. With respect to any fence not located on a dividing line between Lots but located near or adjacent to such dividing lines, an owner of a Lot shall have and is hereby granted a permanent easement over any property immediately adjoining said Owner's Lot up to the middle line of said fence for the use and enjoyment of same.
- D. The Common Area(s), as defined herein, shall be subject to an easement for access and enjoyment for all members of the Association. All Owners shall have the right to ingress and egress to their respective properties over the Common Area(s), pathways and sidewalks of Santiago Bridgewater Estates.
- E. Each Lot shall be subject to easements for utilities.

Signed this 3RD day of February, 2010.

Santiago Bridgewater Estates by:
Santiago Communities Inc
it general partner

X [Signature] CEO

X _____

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

On this day personally appeared before me _____ that
executed the foregoing instrument and acknowledged the said instrument to be his/her/their free and
voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this _____ day of _____, 2010.

[SEAL]

see attached

Notary Public in and for the State of Washington
residing in _____
My appointment expires: _____