

After Recording, Please Mail To:

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Attorneys at Law
1915 Sun Willows Blvd., Ste. A
Pasco, WA 99301



Reference #:

Grantor(s): Bradshaw, Robert W. & Mary L., husband and wife
McGrail, Bernard P. & Candess M.; husband and wife

Grantee(s): Owners and/or Successors of Lots 1, 2 and 4 of Short Plat No. 2000-17

Abbreviated Legal Description: Lots 1, 2 and 4 of Short Plat No. 2000-17, records of Franklin County, Washington.

Assessor's Parcel No(s): 118-232-181, 118-232-216, and 118-232-190

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

WITNESSETH:

THIS DECLARATION (hereinafter "Declaration") is made and entered into on the date set forth below by ROBERT W. BRADSHAW and MARY L. BRADSHAW, husband and wife (hereinafter "Bradshaw"), and BERNARD P. McGRAIL and CANDESS M. McGRAIL (who originally took title as Candess M. Eliason), husband and wife (hereinafter "McGrail"), for purposes of subjecting the below-mentioned and described residential real property lots to the various covenants, conditions and restrictions set forth hereinbelow.

WHEREAS, McGrail owns the presently vacant residential Lot 2 within Short Plat No. 2000-17, according to the survey thereof recorded under Auditors File No. 1581678, records of Franklin County, Washington, which recorded Short Plat and all terms and conditions set forth on the face thereof are hereby incorporated herein by this reference.

WHEREAS, Bradshaw owns Lot 4 within such Short Plat upon which Bradshaw resides in a recently constructed residential structure, which Lot 4 is legally described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Bradshaw also owns Lot 1 within such Short Plat upon which lot there exists a residential structure previously occupied by Bradshaw, which Lot 1 is legally described in Exhibit "B" attached hereto and incorporated herein by reference.

WHEREAS, hereinafter Bradshaw and McGrail shall collectively be referred to as "Declarants."

WHEREAS, the Declarants desire to place recorded and enforceable development, use, and setback limitations and restrictions upon and against said Lots 1, 2 and 4.

WHEREAS, the Declarants hereby declare that this Declaration and the various covenants, conditions and restrictions set forth herein as well as any subsequent amendments thereto are specifically intended to and shall immediately, perpetually, and forever "run with the land" (i.e., Lots 1, 2 and 4) and the estate therein and shall be fully binding upon, enforceable against, and shall inure to the benefit of such lots and any and all persons and/or entities now or hereafter owning, possessing, or otherwise claiming or acquiring any right, title, or interest of any nature in such lots (or any portion thereof).

WHEREAS, it is the intent and purpose of this Declaration and these covenants, conditions and restrictions to ensure that there will be a high quality of development and compatibility in regard to all structures located upon Lots 1, 2 and 4 (sometimes hereinafter collectively referred to as the "Lots"), now and in the future, in order to enhance, protect and preserve the health, safety, welfare, security and value of monetary investment, as well as to promote, enhance and ensure reciprocal harmony, compatibility and enjoyment among and between the present and future owners of the Lots.

NOW, THEREFORE, the Declarants hereby intend and declare as follows:

1. **SUBSTANTIVE RECITALS.** All provisions of the above-stated recital paragraphs are substantive and integral to the intent and purpose of this Declaration and, as such, are hereby fully incorporated herein by this reference.



2. **BINDING EFFECT.** Any and all instruments of conveyance or transfer of any interest in the Lots (including, without limitation, deeds, mortgages/deeds of trust, and real estate contracts) shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and the various covenants, conditions and restrictions set forth herein ("CCRs"). Any and all leases or occupancy agreements relating to any lot, written or oral, shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and these CCRs. No private agreement between adjacent lot owners shall modify or abrogate any portion of this Declaration or these CCRs.

3. **RESIDENTIAL PURPOSE.** The Lots are strictly "residential lots" and shall be used exclusively and only for single-family residential purposes. No multi-family housing units, horizontal property regimes, condominiums, or similar types of structures shall be allowed upon any lot.

4. **PERMITTED STRUCTURES.** No structure of any type or nature shall be erected, altered, repaired, placed or permitted to remain upon the Lots other than one (1) single-family residential dwelling (which shall include an attached/detached private garage of not less than two (2) vehicle (including RV) capacity), one (1) hot tub, one (1) storage shed, one (1) boat house (with a maximum top roof height of no more than six (6) feet above ground grade level), and one (1) swimming pool. All of such permitted structures shall be erected and constructed in strict conformance with these CCRs and all applicable building code requirements and governmental restrictions and all of such permitted accessory structures/outbuildings shall be erected, constructed, and finished in such a manner as to be architecturally compatible with, and of the same exterior color as, the primary residential dwelling structure located on the lot.

5. **LEGAL COMPLIANCE.** Except as otherwise provided or required in paragraphs 6 through 9 below, inclusive, any and all structures and improvements upon the Lots shall be designed, located and placed on the lot in such a manner that strictly conforms to, and complies with, all applicable governmental planning and construction codes and ordinances in effect at the time of construction and improvement and all applicable minimum setback requirements. All structures and improvements upon the Lots shall also be designed, located and placed on the lot in such a manner so as not to encroach upon any recorded or otherwise known or apparent easement area.

6. **LOT 1 -- LIMITED DEVELOPMENT ZONE.** No structure, development activity, or improvement of any kind (including, without limitation, fencing, boat houses, landscaping and vegetation) shall be



constructed, pursued, placed, or located within that portion of Lot 1 depicted and illustrated by cross-hatching in attached and incorporated Exhibit "C" without obtaining the prior written approval of the Other Lot Owners pursuant to the process and provisions set forth in paragraph 9 below. The specific intent of this paragraph is to provide for and create a "Limited and Conditional Development Zone" within that portion of such lot depicted and illustrated in Exhibit "C" in order to provide for and protect the fully unobstructed view of the Columbia River from any residential dwelling structure located on Lots 2 and/or 4.

7. **LOT 2 -- LIMITED DEVELOPMENT ZONE.** No structure, development activity, or improvement of any kind (including, without limitation, fencing, boat houses, landscaping and vegetation) shall be constructed, pursued, placed, or located within that portion of Lot 2 depicted and illustrated by cross-hatching in attached and incorporated Exhibit "C" without obtaining the prior written approval of the Other Lot Owners pursuant to the process and provisions set forth in paragraph 9 below. The specific intent of this paragraph is to provide for and create a "Limited and Conditional Development Zone" within that portion of such lot depicted and illustrated in Exhibit "C" in order to provide for and protect the fully unobstructed view of the Columbia River from any residential dwelling structure located on Lots 1 and/or 4.

8. **LOT 4 -- LIMITED DEVELOPMENT ZONE.** No structure, development activity, or improvement of any kind (including, without limitation, fencing, boat houses, landscaping and vegetation) shall be constructed, pursued, placed, or located within that portion of Lot 4 depicted and illustrated by cross-hatching in attached and incorporated Exhibit "C" without obtaining the prior written approval of the Other Lot Owners pursuant to the process and provisions set forth in paragraph 9 below. The specific intent of this paragraph is to provide for and create a "Limited and Conditional Development Zone" within that portion of such lot depicted and illustrated in Exhibit "C" in order to provide for and protect the fully unobstructed view of the Columbia River from any residential dwelling structure located on Lots 1 and/or 2.

9. **APPROVAL REQUIRED.** No structure, development activity, or improvement of any kind or nature (including, without limitation, fencing, boat house, landscaping and vegetation) shall be constructed, pursued, placed, or located upon or within the Lots' respective "Limited and Conditional Development Zones" depicted and illustrated in attached Exhibit "C" unless and until a written plan showing and detailing the proposed structure's/development activity's/improvement's specific type, design,

specifications, total size, physical dimensions (including, without limitation, maximum height), location, color, and building materials type and composition has been submitted to, reviewed by, and approved by the Other Lot Owners in writing. As mentioned above, the primary and specific intent of this paragraph and paragraphs 6 through 8 above is to ensure that no structure, development activity, or improvement of any kind or nature (including, without limitation, fencing, boat house, landscaping and vegetation) is constructed, pursued, placed, or located upon or within any "Limited and Conditional Development Zone" that would in any way or manner impede or impair an owner of any residential structure located upon the Lots from having and enjoying a fully unobstructed view of the Columbia River over and across any of the "Limited and Conditional Development Zones."

a. In the event that the Other Lot Owners fail to affirmatively approve or disapprove any such written plan submitted for review within thirty (30) days after the date of submission, the submitted plan shall be deemed to have been approved by the Other Lot Owners and the provisions of this paragraph shall be deemed to have been complied with provided that the proposed structure/development activity/improvement shall be governed by and subject to all other covenants, conditions and restrictions set forth herein.

b. The Other Lot Owners' approval of a duly submitted plan shall not be unreasonably withheld. However, the Other Lot Owners shall have the right to reject or disapprove any proposed plan that the Other Lot Owners deem, in the Other Lot Owners' sole discretion, does not meet or advance the above-mentioned primary intent and objective of above paragraphs 6 through 8; provided that the Other Lot Owners' rejection or disapproval of any proposed plan must be based on objective factors and criteria and on reasonable judgment. The Other Lot Owners shall have no personal liability whatsoever for successful judicial challenges to the Other Lot Owners' decision regarding a submitted plan, and the sole and exclusive remedy available to a party successfully challenging the Other Lot Owners' decision shall be limited to a judicial order or decree reversing the decision and such party shall have no right, claim, remedy, or entitlement whatsoever for damages or reimbursement of any amount or nature.

c. The Other Lot Owners' approval of any proposed and submitted plan shall not in any way be interpreted or deemed as being an endorsement or certification as to the proposed structure's/development activity's/improvement's safety, structural integrity, or compliance with applicable laws, regulations or building codes. The party submitting the plan to the Other Lot Owners shall bear sole and full responsibility to ensure such safety, structural integrity, and compliance, and the Other Lot Owners shall

have no liability whatsoever for any lack of safety, structural integrity, or compliance.

d. For purposes of the plan submittal and review process contemplated and required by above paragraphs 6 through 9, the "Other Lot Owners" shall be the then-existing record owners of the other two (2) lots (e.g., if the owner of Lot 2 was seeking approval of a proposed structure/development activity/improvement within said lot's "Limited and Conditional Development Zone," the Lot 2 owner would be required to submit the above-mentioned written plan of the proposed structure/development activity/improvement to the record owners of Lot 1 and Lot 4 for review and written approval/disapproval).

10. **NO NUISANCES.** No noxious or injurious activity shall be conducted upon the Lots nor shall any type of activity be conducted thereon which is or may become an annoyance or nuisance to other lot owners or occupants.

11. **GARBAGE/WASTE.** The Lots shall not be used or maintained as a dumping ground for garbage, waste, or unwanted materials of any kind or nature including, without limitation, building materials, lawn or yard clippings and rocks. Trash, garbage and other waste shall not be kept or accumulated on any lot except in sanitary containers that are appropriately screened and shielded from view from any other lot.

12. **UNSIGHTLY ITEMS.** No unused or inoperable vehicles, "junkyard" type materials (e.g., equipment, machinery, automobiles in disrepair, and automobile parts), or any other types of unsightly or offensive items shall be accumulated or allowed to remain upon the Lots.

13. **COMMERCIAL VEHICLES.** No commercial vehicles of any type, whether operable or not and whether regularly driven/used or not, shall be parked or stored on the Lots. For purposes of this paragraph, commercial vehicles shall not include passenger cars or standard-size vans and pickup trucks that are used for both business and personal use, provided that any commercial-related signs, logos, or other markings thereon shall be unobtrusive and unobjectionable.

14. **LIGHTING.** No spotlights, floodlights, or other type of high-intensity exterior lighting shall be placed or utilized on the Lots that causes light to be directed or reflected toward any other lot.



15. **SIGNAGE.** No signs of any type or nature shall be erected, placed, or otherwise maintained or displayed on the Lots; provided that, one (1) unlighted "for sale" or "for rent" sign may be temporarily placed and displayed on a lot provided that the sign does not exceed five (5) square feet in size.

16. **PROHIBITED STRUCTURES/USES.** No recreational vehicle of any type (including, without limitation, motor-homes, trailers and campers), mobile home/manufactured home of any type (whether building code-approved or not), factory assembled structure of any type (whether building code-approved or not), modular home of any type (whether building code-approved or not), basement, tent, shack, garage, barn or any other type of structure or outbuilding of a temporary character shall ever be used as a temporary or permanent residence on any lot.

17. **COMPLETION PERIOD.** All structures and improvements erected or placed upon the Lots after the date of this Declaration shall be of new construction and shall be fully completed as to external appearance (including, without limitation, finished painting and roofing) within one (1) year from the date of the commencement of construction or improvement work.

18. **LANDSCAPING.** The Lots shall be appropriately and attractively landscaped incidental to the construction and completion of the residential dwelling structure on the lot. All landscaping shall be continuously maintained in a neat and attractive manner.

19. **ANIMALS/PETS.** No animals of any kind shall be raised, bred or kept upon the Lots. Provided that, however, dogs, cats or other types of commonly kept domestic household pets shall be permitted provided that such pets shall not be kept, bred or maintained for any commercial purpose. No permitted household pets shall be allowed to relieve themselves on, or wander or freely roam onto, other lots or public areas and the owner of such pets shall take appropriate steps to ensure that such pets do not create objectionable or annoying noise (e.g., excessive barking or howling) and shall be responsible for any injury, loss or damage caused by such pets to persons or property.

20. **FENCING.** For purposes of this paragraph 20, in addition to yard fencing, border fencing, pool fencing, and dog runs/kennels, any plants, trees, hedges, and similar types of vegetation shall also be considered as "fencing" or "fences" when planted and located on the Lots in such a manner so as to constitute a concentrated mass planting. For further purposes of this paragraph, gates or movable access panels shall also be considered as "fencing" or "fences."

a. In general, except as provided otherwise below, no fence on the Lots shall exceed six (6) feet in height except that no fence within a "Limited and Conditional Development Zone" shall exceed four (4) feet in height. Provided that, in the event that directly applicable governmental regulations and/or other provisions contained in this Declaration (e.g., paragraph 9) require a particular fence to be of a different height, then such regulations and/or other provisions shall take precedence and control.

b. No fence constructed of wire, barbed wire, or similar composition shall be allowed upon the Lots. Provided that, green-coated chain-link fencing like that presently located across the eastern boundary line of Lot 4 shall be allowed.

c. All fences on the Lots shall be constructed of suitable and attractive fencing material that does not detract from the appearance of the residence on the lot upon which such fencing is located or from the appearance of any residences located on any of the other lots.

d. All fences shall be continuously maintained in good condition and repair. In the event any fencing is fully or partially damaged by any cause, it shall be fully repaired/replaced to its original condition within one (1) month from the date of damage.

e. All fences on the Lots shall fully conform to all applicable governmental laws, code and regulations.

21. **EASEMENTS.** All easements shown on the face of the above-referenced Short Plat shall be strictly observed. No structure of any type shall be constructed or located on the Lots, nor shall any materials (e.g., wood, bricks, concrete blocks, etc.) be stacked or otherwise allowed to accumulate on the Lots, so as to encroach upon any designated easement area. Provided that, however, fencing and/or landscaping may be erected or placed upon an easement area, provided that any lot owner electing to do so shall assume the risk that such fencing and/or landscaping may need to be promptly removed and replaced (at the lot owner's sole responsibility, cost and expense) in the event the easement area needs to be accessed and utilized for the purpose(s) that the easement was created and exists for (e.g., installation and/or maintenance of utilities).

22. **VEGETATION.** Any trees, shrubs, hedges or similar type of vegetation on the Lots shall not be allowed to grow and mature so as to obstruct the view of the Columbia River from any lot over and across any of the above-mentioned "Limited and Conditional Development Zones." Without



limitation in that regard, in no event shall any type of vegetation within the "Limited and Conditional Development Zones." be allowed to grow and mature to a height in excess of eight (8) feet.

a. Further, all lot owners shall take affirmative action to prevent the growth and/or facilitate the prompt removal of all varieties of noxious weeds.

b. Further, all lot owners shall take affirmative action to prevent the growth of any vegetation over or onto any adjacent portion of the below-mentioned private access roadway that provides ingress/egress to/from the Lots from/to the public roadway known as Court Street.

23. **DRIVEWAYS.** Any and all private access driveways upon the Lots shall be of a concrete or asphaltic concrete pavement (ACP) surface.

24. **BUSINESS ACTIVITY.** No trade, craft, business, profession, commercial or manufacturing enterprise or commercial or business activity of any kind or nature shall be conducted or carried upon the Lots. Provided that, this restriction shall not prevent a small-scale type of lawful business activity to be carried on within the confines of a residential structure and/or its attached garage provided that such activity is conducted in a manner that does not negatively detract from the residential nature of such structure; is conducted in a manner that does not generate unreasonable/excessive customer or clientele traffic; and is conducted in a manner that does not expand to or involve any other area, structure or outbuilding upon the lot.

25. **COMMUNICATION DEVICES.** No radio antennas of any type, television antennas, satellite dishes, or similar communications devices shall extend more than three (3) feet above the roofline of any structure on the Lots. Notwithstanding the above, no citizen band/ham radio towers/antennas or any similar type of communication towers/antennas shall be allowed on any lot.

26. **UNLAWFUL ACTIVITY.** No activity of any nature whatsoever shall be carried on or conducted on the Lots that is in derogation or violation of the laws of the state of Washington and/or any other applicable governmental authority.

27. **SEVERABILITY.** The invalidation of any one (1) or more of these covenants, conditions and restrictions (or any portion thereof) by court judgment, decree, order, or otherwise shall in no way affect or impair the validity or enforceability of any of the other covenants, conditions and restrictions contained herein, which shall all remain in full force and effect.

28. **NO FURTHER DIVISION.** None of the Lots may be further divided or partitioned in any manner.

29. **ENFORCEMENT.** In the event that any lot owner violates any of the covenants, conditions and restrictions contained herein, it shall be lawful for any other lot owner(s) to file and pursue legal action, at law or in equity, against the person(s) who is/are in violation of, or who is/are attempting to violate, any of said covenants, conditions and restrictions to enjoin such person(s) from such violation and/or to recover damages, reasonable attorneys' fees, costs and expenses from such person(s) resulting from such violation. The failure of or delay by the other lot owner(s) to file and pursue such legal action to enforce said covenants, conditions and restrictions shall in no event be deemed a waiver and/or abandonment of the right to do so at any time thereafter.

30. **ACCESS ROADWAY.** Legal and physical ingress/egress to/from the Lots from/to the public roadway known as Court Street is obtained via an improved private access roadway that exists and is available for the joint benefit and use of the Lots' owners as well as the owners of four (4) neighboring residential lots.

a. The owners of the Lots and said other four (4) lots shall share in the costs of maintaining and repairing the access roadway, and it is contemplated that a formal written roadway use and maintenance agreement will be prepared at some point in the future for purposes of joint execution by all affected lot owners and recording with the Franklin County Auditor.

b. Unless expressly addressed and required otherwise by the provisions of the above-mentioned contemplated roadway use and maintenance agreement, the owners of the Lots shall equally share in the costs of maintaining and repairing that specific 20-foot wide section/portion of the access road that directly serves, and is immediately adjacent to, the Lots (with such maintenance and repair to be pre-approved and authorized by at least two of the three lot owners).

c. No vehicles of any kind may be parked on the above-mentioned 20-foot wide section/portion of the access road except for occasional, non-resident guests of the Lots' owners, whom may occasionally park their vehicles thereon for a period of up to two (2) days; provided that such vehicles do not block or impair other vehicles' ingress/egress over said section/portion of the access road; and provided further that no recreational vehicle of any type shall ever be parked for any length of time on said section/portion of the access road.



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d. No vehicles of any kind may be parked on or within the emergency vehicle "fire lane" area referenced and depicted on the face of Short Plat No. 2000-17.

31. **CAPTIONS/CONSTRUCTION.** The captions in this Declaration are included merely for purposes of convenience and ease of reference, and are not to be considered in the interpretation or construction of its terms and provisions.

32. **BOAT DOCK.** Subsequent to the recording of this Declaration, Bradshaw will apply to the U.S. Corps of Engineers (and any other applicable governmental agency) on behalf of the lot owners for a permit to construct and maintain a boat dock at a location somewhere between the riverfront boundary line of Lot 1 and the Columbia River.

a. If/When such a permit is obtained, Bradshaw shall coordinate and contract for the construction of the dock at the common and equal expense of the lot owners (or as otherwise agreed between Bradshaw and McGrail), and the dock shall be planned and constructed in such a manner (in terms of size, materials and location) as Bradshaw deems appropriate in their sole and absolute discretion (and/or as required by applicable governmental laws and regulations) and without the need of addressing and complying with any of the provisions of paragraphs 6 through 9 above.

b. If/When the boat dock is constructed, the dock shall be for the common use and benefit of the owners of the Lots (whom shall each possess an undivided 1/3rd interest in the dock) and, specifically speaking, shall only be used by a lot owner for purposes of swimming, fishing, and temporarily mooring a lot owner's personal boat/watercraft (i.e., boat/watercraft owned by, and registered in the name of, a lot owner) for a period not to exceed seven (7) consecutive days; provided that, however, no lot owner shall ever use the dock in any manner that unreasonably restricts or prejudices another lot owner's use and enjoyment of the dock or that violates any applicable laws or regulations.

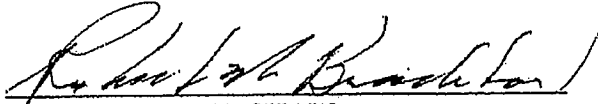
c. If/When the boat dock is constructed, the costs of any future governmental permit renewals, the costs of all future maintenance and repairs to the dock (with such maintenance and repair to be pre-approved and authorized by at least two of the three lot owners), and the costs of any liability insurance premiums directly related to the dock shall all be equally shared between the owners of the Lots.

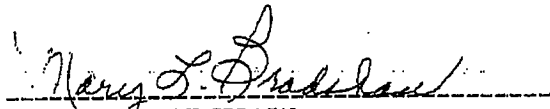


d. Beyond the contemplated construction of the above-mentioned boat dock, no additional boat dock(s) may be constructed by a lot owner.

33. **RUN WITH THE LAND; AMENDMENT.** This Declaration and these CCRs shall perpetually "run with the land" (i.e., the Lots) and the estate therein unless the owners of the Lots collectively and unanimously vote and decide in writing to amend, modify, revoke or rescind the same in whole or in part.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on the date(s) indicated below.


ROBERT W. BRADSHAW


MARY L. BRADSHAW


BERNARD P. McGRAIL


CANDESS M. McGRAIL



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KUFFEL HULTGRENN KLASHKE & SCOV

34.00 Franklin Co, WA

STATE OF WASHINGTON)
 : ss
County of Franklin)

On this day personally appeared before me, ROBERT W. BRADSHAW and MARY L. BRADSHAW, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 4th day of June, 2004.

Janet L Peterson
Print Name: Janet L Peterson
NOTARY PUBLIC in and for the state of
Washington, residing at Richland
My commission expires: 2-15-05

STATE OF WASHINGTON)
 : ss
County of Franklin)

On this day personally appeared before me, BERNARD P. McGRAIL and CANDESS M. McGRAIL, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal this 3rd day of June, 2004.

Janet L Peterson
Print Name: Janet L Peterson
NOTARY PUBLIC in and for the state of
Washington, residing at Richland
My commission expires: 2-15-05

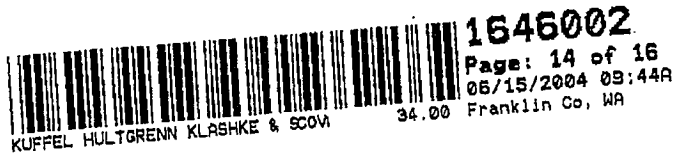


EXHIBIT "A"

(Lot 4 Legal Description)

That portion of Lot 4 and Lot 1, Short Plat Number 2000-17, according to the survey thereof recorded under Auditor's File Number 1581678, records of Franklin County, Washington, described as follows:

Beginning at the most Southerly corner of said Lot 4; Thence North $00^{\circ}00'07''$ West, along the Easterly line of said Lot 4, for 217.11 feet; Thence South $77^{\circ}38'18''$ West for 74.72 feet; Thence North $52^{\circ}38'54''$ West for 39.00 feet; Thence South $27^{\circ}59'25''$ West for 117.08 feet to the Southwest corner of said Lot 4; Thence South $52^{\circ}37'46''$ East, along the Southwesterly line of said Lot 4, for 200.00 feet to the true point of beginning.

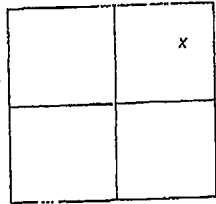
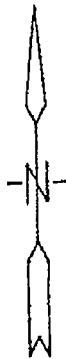
[Tax Parcel No. 118-232-216]

EXHIBIT "B"
(Lot 1 Legal Description)

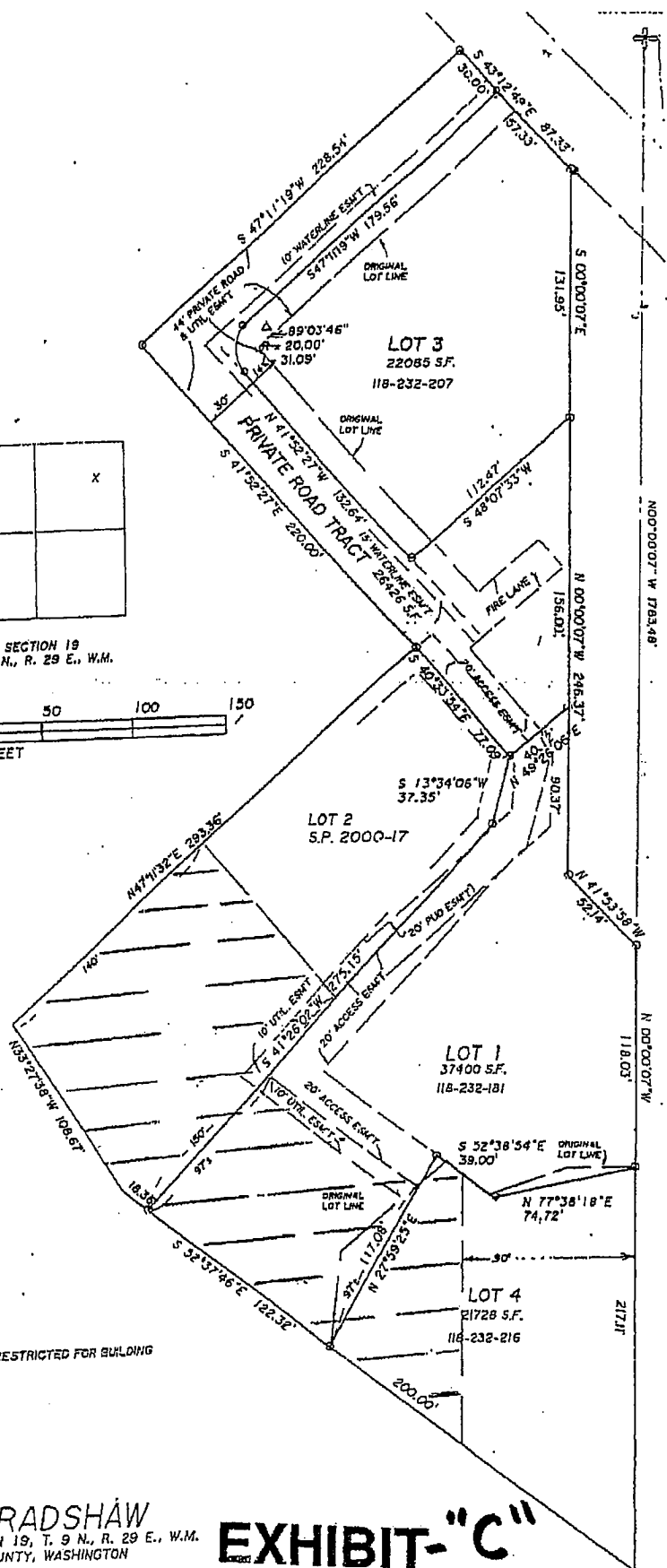
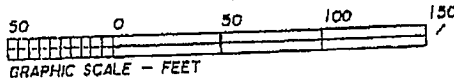
That portion of Lot 1 and Lot 4, Short Plat Number 2000-17, according to the survey thereof recorded under Auditor's File Number 1581678, records of Franklin County, Washington described as follows:

Beginning at the Southeast corner of said Lot 1; Thence North 00°00'07" West, along the East line of said Lot 1, for 118.03 feet; Thence North 41°53'58" West for 52.14 feet; Thence North 00°00'07" West for 90.37 feet; Thence South 49°26'06" West for 40.12 feet to the most Easterly corner of Lot 2, said Short Plat Number 2000-17; Thence South 13°34'06" West, along the Northwesterly line of said Lot 1, for 37.35 feet; Thence South 41°26'02" West for 275.15 feet to the most Westerly corner of said Lot 1; Thence South 52°37'46" East, along the Southwesterly line of said Lot 1, for 122.32 feet; Thence North 27°59'25" East for 117.08 feet, Thence South 52°38'54" East for 39.00 feet; Thence North 77°38'18" East for 74.72 feet to the true point of beginning.

[Tax Parcel No. 118-232-181]



SECTION 19
T. 9 N., R. 29 E., W.M.



CROSS HATCHED AREA IS RESTRICTED FOR BUILDING

ROBERT BRADSHAW
PORTION NE1/4 NE1/4 SECTION 19, T. 9 N., R. 29 E., W.M.
PASCO, FRANKLIN COUNTY, WASHINGTON

EXHIBIT-"C"



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