

Return Name and Address:
Stewart Title
8121 W. Quinault Blvd
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s) (or transactions contained therein): 1. Declaration of Covenants, Conditions and Restriction 2. 3. 4.
Grantor(s) (Last name first, first name, middle initials): 1. Summit View Heights 2. 3. 4. Additional names on page _____ of document.
Grantee(s) (Last name first, first name, middle initials): 1. Public 2. 3. 4. Additional names on page _____ of document.
Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.) Summit View Phase 5 Lots 4-64 Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released: Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number Property Tax Parcel ID is not yet assigned. 1-0988-100-0002-005 Additional parcel numbers 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.

Section 3. "**COMMON AREA**" shall mean all real property owned by the Association for the common use.

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

Section 5. "**MEMBER**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contracts sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**DECLARANT**" shall refer to the Developer, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Benton County, Washington, and its described as follows:

Summit View Phases 5 Lots 4-64, *according to the plat recorded 7-7-08 under Auditor's File No 2008-019820, in Volume 15 of plats, page 362.*
See "Exhibit A" for full legal description

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Developer during the developmental period, any thereafter to the Association as hereinafter provided: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such as assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and cost of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of the contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (assignment of a contract purchaser's interest in) any lot which is charged with

the payment of an assessment or assessments payable in installments the person or the entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignments shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after the said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, and construction, establishment, improvement, repair, and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the tentative establishment and operation of the common properties.

Section 3. Amount of the Annual Assessments. The amount of the annual assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of \$ 150.00 annually per lot. During such time as title to the common property is held by the Developer, assessments shall be paid to the Developer. Upon completion of the Development, the Developer shall convey the common property to a new Association formed by the Home Owners. At that point forward all annual assessments shall be paid to the newly created Association. Said annual assessments may be increased by the Developer or the Association with a written notice of which shall be sent to all owners or contract purchasers not later than thirty (30) nor more than sixty days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may be increased by the Association with the assent of two-thirds (2/3) of the majority of owners or contract purchasers in an amount not in excess of three (3) per cent per year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for purpose of defraying in whole or in part, the cost of any construction, reconstruction repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the owners or contract purchasers who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments under Section 4 of this Article which are fixed by the Developer or Association, shall be due and payable within 60 days of being notified of such assessment.

Section 5. Date of Commencement of Annual Assessments – Due Dates. As to each particular lot involved, the liability for the annual assessments provided for in Section 3 of this Article shall begin on the first day of possession following the purchase of a lot or after the first day of purchasing a home in SUMMIT VIEW HEIGHTS. Special assessments under Section 4 of this Article which are fixed by the Developer or Association shall be due and payable within 60 days of being notified of such assessment. The annual assessment will be prorated from the previous January 1st of the year the lot or home is purchased.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Water Assessments (Irrigation and Domestic) SUMMIT VIEW WATER WORKS will supply water. Rate assessment will be set by Summit View Waterworks. There will be a water meter hook-up fee of \$1,500.00 per dwelling. Rate assessments and water hook up fees may be changed at the sole discretion of Summit View Waterworks in the event it becomes necessary due to increased water supply cost and maintenance costs.

Section 8. Effect of Non-payment of Assessments – Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of 18 per cent interest. The Developer or the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchaser money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure therefore, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

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

- (a) All properties owned by Developer;

- (b) All properties dedicated to and accepted by a local public authority
- (c) All common properties; and
- (d) All properties owned by a charitable or non-profit organization from taxation by the laws of the State of Washington.
- (e) Lots 1,2,3 (required by previous agreement to use covenants, conditions, and restrictions of Phase 1 Summit View
- (f) Lot 4 which shall be reserved for the drainfield area for Lot 5

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

ARTICLE IV GENERAL PROTECTIVE COVENANTS

Section 1. Resident Character of Property. The term "residential lots", as used herein, means all of the lots now or hereafter platted on the existing property or the additions there.

No structure or building of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than the detached single family dwelling for single-family occupancy only, not to exceed thirty-five feet in height with a private garage for not less than two or more than four standard size passenger automobiles. Accessory buildings consisting of a shop or additional garage will be allowed. (Accessory building heights limitations shall not exceed twenty-one feet in height.) The foot print of the building shall not exceed 1,250 square feet. Accessory buildings shall be placed no closer than 10 feet from any side or rear property line and no closer than 30 feet from any front property line. Exterior materials on accessory building must match the exterior of the home.

Parking. No commercial-type trucks or trailers shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage. Campers or other trailers used exclusively for recreational purposes, motorhomes, boats used for recreational purposes or motorcycles may be stored on a Lot, provided that such vehicles on a Lot shall at all times be parked adjacent to the garage portion of each Dwelling, and be screened from view by means of a fence and/or gate that satisfies the requirements of Section 15. Campers, trailers, motor homes or boats that have a length of over twenty-eight (28) feet from tongue of trailer to rear of vehicle (or engine with respect to a boat) or are over ten (10) feet in height shall not be allowed to park on a Lot. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than seventy-two (72) hours.

Section 2. Architectural Review Committee hereinafter referred to as "ARC". No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building plans, specifications, plot plan, landscaping, and fencing plan, showing the nature, shape, height, materials, and location of such building has been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Developer of SUMMIT VIEW HEIGHTS, or by a representative designated by the Developer. In the event there is a failure to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Developer of SUMMIT VIEW HEIGHTS nor its representatives shall be entitled to any compensation for services performed pursuant to the covenant.

All plans, specifications and plot plans shall be submitted to TRI CITY DEVELOPMENT CORPORATION (ARC) at the following address:

**TRI CITY DEVELOPMENT, CORPORATION
8428 W. Gage Blvd. Ste. E
Kennewick, WA 99336**

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

Section 3. Lot Size. Principal Permitted Uses. The following uses shall be permitted:

- (a) Single family dwellings
- (b) Limited noncommercial agriculture uses such as vegetable gardens.
- (c) Accessory buildings (garage and/or shop)

Section 4. Prohibited Uses.

(a) The following uses and any other use not expressly permitted are prohibited in SUMMIT VIEW HEIGHTS, no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats or other household pets are permitted. Owner shall observe and obey laws applicable to the County of Benton, pertaining to care, control and husbandry of animals and pets.

(b) Motorized vehicles shall be prohibited to use the open space and trail system.

(c) Kennels in which any animal is contained permanently. The ARC may allow a "Run". It shall be no less than 48 square feet, using approved fencing material. A dog barking in excess shall be considered a nuisance and shall be controlled by the owner. An unreasonable accumulation of animal waste

may be cause for objection due to site and smell, and shall be maintained by the owner

Section 5. Lot and Yard Regulations. The lot and yard requirements for SUMMIT VIEW HEIGHTS are as follows:

- (a) Minimum front yard setback shall be thirty feet;
- (b) Anything else must be approved through the ARC

Section 6. Residential Structure. Minimum of thirty feet from the front property line. All setback lines may be changed at the discretion of the ARC.

Section 7. Business and Commercial Use of Property Prohibited. No trade, craft, business or profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, with the exception of the developer or builder maintaining a sales office or model home on the subject property for the purpose of selling property located within the subject area. This covenant is not intended to prohibit a home office for the property owner. Nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked, stored, dismantled, or repaired outside on any residential lot.

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

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer informing him of a violation of this provision, the Developer may have such

vehicle removed and charge the expense of removal to said owner or purchaser in accordance with provisions of removal to said owner or purchaser in accordance with provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the ARC its presence offends the reasonable sensibilities of the occupants of the neighborhoods.

Section 8. Residential Use of Temporary Structures

Prohibited. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 9. Minimum Square Footage.

The ground floor area of the main structure, exclusive of open porch and garages, shall not be less than one thousand nine hundred (1900) square feet for a one-story dwelling or the top two levels of a multi-level dwelling, nor less than one thousand one hundred (1100) square feet for the ground floor area of a dwelling of more than one story with no less than two thousand (2000) total square feet in a multi-level dwelling. In the event, due to unforeseen circumstances, such as underground rock formations, allowances can be made at the total discretion of the ARC (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 10. Utility Easements.

The grantors for themselves, their successors and assigns, dedicate easements for public utility easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct and reconstruct and repair sewer lines, domestic and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land affected by said easement.

Section 11. Date for Completion of Construction.

Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction. Landscaping shall be completed within six (6) months after completion of dwelling unit. Homes built by builders on a speculation basis must include front yard landscaping.

Section 12. Animals.

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

Section 13. Signs.

No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed real estate

broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot.

Section 14. Mortgage Protected. Nothing herein contained shall impair or defect the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 15. Building Setback and Fence Requirements. No building or structure including a detached garage shall be located nearer to the front line of the lot or nearer to the side street lot line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than thirty (30) feet to the front lot line nor further than fifty (50) feet from the front lot line. No building shall be located nearer than twenty (20) feet to any side street lot line. No building shall be located nearer than ten (10) feet to any non street side lot line (chimney, porches, decks and decorative fences are exceptions). No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except on a side street lot line fences and plantings may be installed on the side street lot line. Nothing shall prevent the erection of a necessary retaining wall.

A patio constructed immediately adjacent to the house on any Lot may be enclosed by a fence. Also a fence may be constructed and maintained to enclose a swimming pool.

Approved fencing shall be vinyl, stone, block, brick, stucco, cedar, black coated chain link and wrought iron. All other fencing materials must be approved by the ARC. **All fencing plans** shall be approved by the ARC before commencement of construction. No radio or television antennas shall be permitted without written approval of the ARC.

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

Section 16. Building and Use Restrictions.

(a) **Exterior finishes and Colors.** All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. A minimum siding requirement shall be full lap on the front elevation, single wall panel type siding on the side and rear elevations. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required; however, the front exterior elevation shall have no less than 100 square feet of brick, stone, or stucco excluding windows and doors unless approved by the ARC. Hard board sidings by Masonite, Louisiana Pacific, Georgia Pacific, or

equal of the following types are permitted: 5" reval cottage horizontal lap: 6" full lap: 8 " full lap. **No wood siding will be allowed on homes constructed on Lots 62 through 64.**

(b) Roofing: Roofs shall be architectural 30 year grade or higher quality. Only dark brown, gray or black colors are permitted. Unless otherwise approved by the ARC as compatible with a particular design or style, the minimum pitch for roof shall be 5/12. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

(c) Exposed Mechanical Equipment: Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

(d) Basketball Equipment: Basketball backboards shall not be permitted on the roof or walls of the dwelling.

(e) Driveways and Parking Strips: All driveways and parking bays shall be constructed of concrete, concrete aggregate, brick, or asphalt unless written approval for the use of some other material is given by the ARC.

Section 17. Grading. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to any approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Association, or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to all Assessments described in this Declaration, as may be applicable. An "approved grading plan" means such plans as may have been approved by the applicable government agency and/or the Association, if applicable.

(f) Lights: No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot.

(g) Leasing: The Owners of lots shall have the right to lease their respective lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and any reasonable rules and regulations published by the Association. Any Owner who leases his/her lot shall provide notice to the Association which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.

ARTICLE V EXTERIOR MAINTENANCE

Section 1. In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to Developer, the Developer, its successors or assigns, shall have the right to enter upon said parcel to repair, maintain, and restore the lot and the exterior of the buildings and other improvements erected thereon after thirty (30) days written notice is given to the owner of any lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation.. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 2. Declarant, the ARC or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing may be filed as a lien upon such lot. Failure of Declarant, the ARC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

ARTICLE VI USE RESTRICTIONS

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

Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statues of the State of Washington.

Section 3. Pets. See previous Sections regarding pets.

Section 4. Commercial Activity. There shall be no commercial activity by the owners or contract purchasers within the properties of this development.

Section 5. Edge of Road Requirements. All Lot owners shall be required to landscape and maintain the Lot from the edge of the pavement to the lot front line or the lot side line of their lot. Landscaping from the edge of the road will consist of covering the area with basalt rock in the approximate diameter of 1 to 3 inches and will be maintained by the owner. The area will be kept free from weeds and debris by the lot owner. The ARC may without liability to itself spray the rocked areas for weeds. Any variation from the above must have the express approval of the ARC. All driveway bar ditches must have galvanized culverts to Benton County specifications.

Section 6. Excessive Water Run-off. Excessive water run-off is the responsibility of the lot owner to control and maintain.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Developer, and each owner or contract purchaser of a lot or lots subject to this 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 owner of a lot or lots subject to his declaration. Failure of the Trustee, 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 of judgment or court order shall in no way 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 with the land, and shall inure to the benefit of and be enforceable by the Trustee, the owner or contract purchaser of any lot subject to this declaration, including the Developer, their respective legal representatives, heirs, successors, and assigns for a term of 30 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 65 per cent of the property described here in Article II shall be filed with the Benton County Auditor.

The covenants and restrictions of this declaration may be amended during the first 30 year period by an instrument signed by not less than the owners or contract purchasers than owning 65 per cent of the property described in Article II here in and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 65 per cent of the property described in Article II here in Amendments shall take effect when they have been recorded with the Auditor of Benton County.

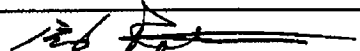
Section 4. Owner Agreement. Each lot or home buyer acknowledges by his/her signature that he or she has read the covenants, conditions and restrictions and find them reasonable shall comply with them, and also acknowledges and understands that the developer, their successors and assigns owns adjacent land in addition to the land which is subject to the Declaration of Covenants and that all such property is planned for future development of an urban nature including but not limited to single family and multiple family residence. Other development of an urban nature may also occur including but not limited to such uses as churches, parks, schools and retirement homes. Buyer agrees that developer has the full right to develop such land according to developer's plans. Buyer agrees not to take any action opposing such development plans.

Dated this 5th day of June, 2008.

TRI CITY DEVELOPMENT, CORPORATION



Geoffrey T. Clark
PRESIDENT
TRI CITY DEVELOPMENT, CORPORATION



Kirk Rathbun, Vice President
Tri City Development, Corp.

STATE OF WASHINGTON

COUNTY OF Benton

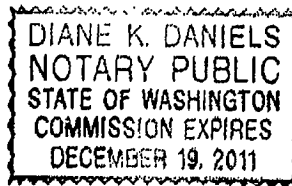
On this 5th day of June, 2008, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Geoffrey T. CLARK and KIRK RATHBUN to me known to be the President and Vice President of the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath state that they are

authorized to execute the said instrument. In witness whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

Diane K Daniels

Notary Signature

Printed Name Diane K Daniels
Notary Public in and for the State of Washington,
Residing at Richland
My commission expires 12-19-2011



" EXHIBIT A "

A PARCEL OF LAND LYING IN THE WEST HALF OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE ALONG THE WEST LINE OF SAID SECTION 9, NORTH 02°14'57" WEST, 850.00 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 1 OF THE PLAT OF SUMMIT VIEW NO. 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 116, RECORDS OF BENTON COUNTY, WASHINGTON AND TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°14'57" WEST, 4176.06 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9; THENCE ALONG THE NORTH LINE OF SAID SECTION 9, NORTH 89°47'37" EAST, 88.26 FEET TO A POINT ON THE SOUTHERLY MARGIN FOR RIGHT OF WAY FOR SR82; THENCE ALONG SAID SOUTHERLY MARGIN SOUTH 63°00'27" EAST, 172.35 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN SOUTH 63°33'31" EAST, 544.84 FEET; THENCE SOUTH 22°07'35" WEST, 224.14 FEET; THENCE SOUTH 00°44'50" EAST, 65.20 FEET; THENCE SOUTH 32°43'56" WEST, 213.37 FEET; THENCE SOUTH 02°14'57" EAST, 2541.00 FEET; THENCE NORTH 87°45'03" EAST, 138.26 FEET; THENCE SOUTH 52°17'24" WEST, 90.57 FEET TO THE NORTHWEST CORNER OF LOT 1 OF THE PLAT OF SUMMIT VIEW - PHASES 3 & 4, AS RECORDED IN VOLUME 15 OF PLATS AT PAGE 299, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE ALONG THE WESTERLY LINE OF SAID LOT 1, SOUTH 36°43'54" EAST, 206.51 FEET TO A POINT ON THE SAID NORTHERLY MARGIN FOR RIGHT OF WAY FOR SUMMIT VIEW DRIVE AS SHOWN ON SAID PLAT OF SUMMIT VIEW No. 1; THENCE ALONG SAID NORTHERLY MARGIN SOUTH 49°29'37" WEST, 132.26 FEET TANGENT TO A 400.00 FEET RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID NORTHERLY MARGIN AND CURVE AN ARC LENGTH OF 267.09 FEET, THROUGH AN INCLUDED ANGLE OF 38°15'26"; THENCE CONTINUING ALONG SAID NORTHERLY MARGIN SOUTH 87°45'03" WEST, 29.87 FEET TANGENT TO A 20 FEET RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE AN ARC LENGTH OF 31.42 FEET, THROUGH AN INCLUDED ANGLE OF 90°00'00" TO A POINT ON THE EASTERLY MARGIN FOR RIGHT OF WAY FOR GRANDVIEW LANE AS SHOWN ON SAID PLAT OF SUMMIT VIEW No. 1; THENCE ALONG SAID EASTERLY MARGIN, NORTH 02°14'57" WEST, 117.11 FEET; THENCE SOUTH 54°53'21" WEST, 71.43 FEET TO A POINT ON THE WESTERLY MARGIN FOR RIGHT OF WAY FOR GRANDVIEW LANE AS SHOWN ON SAID PLAT OF SUMMIT VIEW No. 1; THENCE ALONG SAID WESTERLY MARGIN SOUTH 02°14'57" EAST, 510.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1 OF SAID PLAT OF SUMMIT - VIEW No. 1; THENCE ALONG THE NORTH LINE OF SAID LOT 8, SOUTH 77°30'03" WEST, 223.56 FEET TO THE TRUE POINT OF BEGINNING

(Above legal description is now known as all of Summit View Phase 5, according to the plat recorded in Volume 15 of Plats Page 362. However, these Covenants DO NOT AFFECT Lots 1, 2, 3 and Tract A of said plat)