



When recorded return to:
7HA FAMILY LLC
7631 VanGiesen Ave
West Richland, WA 99353

CASCADE TITLE CO.

P190012CH

78.

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

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, LIMITATIONS
AND USES: **SUNSET RIDGE**

Reference Number (s) of Documents:

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

1. 7HA FAMILY, LLC
- 2.
- 3.
- 4.

___ Additional names on page of document.

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

1. PUBLIC
- 2.
- 3.
- 4.

___ Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1 through 37, Sunset Ridge

___ Additional legal on page of document.

Assessor's Property Tax Parcel / Account Number

1-0197-403-0000-001 through ~~037~~

___ Additional on page of document.

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

**Declaration of
Covenants, Conditions, Restrictions, Limitations and Uses
Sunset Ridge**

Benton County, Washington

KNOW ALL MEN BY THESE PRESENTS that the undersigned being owners of and having all interests in all of the following described real property:

Lots 1 through 37, Sunset Ridge, according to the Plat thereof recorded in Volume 15 of Plats, Page 397, records of Benton County, Washington (hereinafter Sunset Ridge).

A. USE RESTRICTIONS

1. Use of Lots as a Single Family Subdivision: All lots within Sunset Ridge shall be known and described as residential lots and shall be occupied and used solely for single-family residential purposes; and construction on the lots in Sunset Ridge shall be restricted to single-family houses and related improvements. Group homes, shelter homes, or any other multi-family living arrangements shall not be permitted.

2. Commercial Uses: No business uses or activities of any kind shall be permitted or conducted in Sunset Ridge for any profit making or non-profit making purpose; for example, no residential lot, or any improvements thereon, shall be used for a trade, business, day care use, kindergarten, or any other type of commercial business.

3. Signs: No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per lot, of no more than five square feet shall be allowed on any Sunset Ridge lot.

4. Garbage and Rubbish, Storage Areas: Each Sunset Ridge lot shall be maintained by the fee owner thereof free of rubbish, trash, garbage or any other unsightly items. No commercial equipment shall be parked or stored on any lot in Sunset Ridge. No garbage, trash or other waste materials shall be burned on any Sunset Ridge lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and all unsightly items shall be kept screened so as to conceal such from the view of people on adjacent lots and streets. All items used for screening shall be by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee of Sunset Ridge.

5. Vehicles: No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any lot or in front of any lot in Sunset Ridge in such manner as to be visible by people from any other adjacent lot or any street or

alleyway within or adjacent to Sunset Ridge. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical devices may be dismantled or allowed to be stored on any lot or in front of any lot in Sunset Ridge. No commercial vehicle, wagon, trailer, camper, mobile home or boats, or other recreational vehicle, or recreational vehicle trailer, shall be parked in front of a lot or in a front driveway of a lot in Sunset Ridge, nor may such be stored on a lot unless screened from view as provided in paragraph 4, above. Commercial vehicles shall not include sedans or standard size pickup trucks, which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Architectural Control Committee of Sunset Ridge. Enforcement of these provisions shall require written notice to the fee owner to remove or screen the offensive item within 24 hours of receiving the written notice; and thereafter the offensive item shall be removed at the owner's expense, which shall include legal fees and any statutory costs.

6. Lights: No spotlights, flood lights or other 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 onto any other lot in Sunset Ridge.

7. Leasing: The fee owners of lots in Sunset Ridge 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. Any fee owner of a lot who leases his/her lot shall provide a copy of the lease to the Sunset Ridge Homeowners Association within ten (10) days of its execution.

8. Temporary Structures: No trailer, recreational vehicle, mobile home, tent, shack, garage, barn or other outbuilding, of any kind or nature, shall at any time be used as a residence, temporarily or permanently, on any lot in Sunset Ridge.

9. Wire and Utility Height Restrictions: All lines or wires for telephone, power, cable television, or any other use, shall be placed underground and no such wires shall show on the exterior of any building on any lot in Sunset Ridge unless the same shall be underground or in a conduit attached to a building.

No television or radio antenna or aerial or ham radio device shall be installed on any residence on any lot in Sunset Ridge that has a height in excess of eight (8) feet above the soil of the lot on which the residence is located.

10. Exposed Mechanical Equipment: Heat pumps, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical devices, shall be aesthetically concealed pursuant to plans that first have to be presented to and approved by the Architectural Control Committee of Sunset Ridge. Any and all such mechanical devices shall be shielded in such a manner as to minimize noise and safety concerns of residents in Sunset Ridge and must be shielded from their view.

All swimming pools, hot tubs must be surrounded by safety fences and gates approved by the Uniform Building Code as adopted by the City of West Richland, Washington.

11. Basketball Equipment: Basketball backboards shall not be permitted on the roof or walls of any residence on any lot in Sunset Ridge.

12. Water Run-off and Control: All lot owners in Sunset Ridge shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and insure that sediments do not enter the natural drainage system of Sunset Ridge.

No motor oils or other hydrocarbon solvents or any other deleterious substances shall be deposited in or permitted to drain into the storm water or sewer systems in Sunset Ridge.

13. Animals: No animals, including livestock and poultry, shall be bred, raised, or kept on any lot except customary household pets such as dogs, cats and song birds may be kept but only such number and types shall be allowed which shall not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the owners of any lots in Sunset Ridge. Further, the numbers of animals kept on any lot shall not exceed the limitations promulgated by the City of West Richland and Benton County, Washington. All animals shall be kept under control at all times and in accordance with all applicable laws of West Richland and Benton County, Washington.

All animal wastes must be promptly disposed of in accordance with applicable City of West Richland and Benton County, Washington, Health Department regulations. Upon the written request of any lot owner in Sunset Ridge, the Sunset Ridge Homeowners Association shall conclusively determine, in its sole discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds maintained on any portion of any lot in Sunset Ridge is reasonable. Any decision rendered by the Sunset Ridge Homeowners Association shall be final, subject only to review by the Benton County, Washington Superior Court.

14. Nuisance: No noxious, illegal, or offensive use of any substance or device shall be exercised or used on any lot in Sunset Ridge, nor shall anything be done thereon that may become an annoyance or nuisance to the other owners of lots in Sunset Ridge.

15. Special Construction Provision: Notwithstanding any provisions contained herein, it shall be permissible for a buyer of a lot or a contractor erecting a residence on a Sunset Ridge lot to maintain, during the period of construction and sale of a lot, such facilities as shall be reasonably required for the construction of the residence, or residences, subject to prior approval thereof by the Sunset Ridge Homeowners Association.

B. ARCHITECTURAL CONTROL

1. Creation of Architectural Control Committee: An Architectural Control Committee shall be established for Sunset Ridge. It shall be responsible for reviewing the plans for all construction of all residences and additions or modifications of any structure in Sunset Ridge. It shall insure that all such plans meet the minimum building requirements contained herein and maintain an orderly construction environment.

2. Architectural Control Committee Membership: The Architectural Control Committee shall consist of three (3) directors. Membership on said committee shall be determined by election by the owners of lots in Sunset Ridge. A majority of the lot owners shall constitute a quorum. A director must obtain a majority vote of the quorum. Until the original owners of Sunset Ridge no longer own any lot in Sunset Ridge, they shall always be entitled to appoint a minimum of two (2) directors to the Architectural Control Committee of Sunset Ridge.

3. Submission of Plans: Any owner of a lot in Sunset Ridge seeking to construct a new residence or appurtenant structure, or to add to or modify any portion of the exterior of any residence or appurtenant structure, shall submit the plans therefor to the Architectural Control Committee for its review and written approval. The plans for modification of the residence exterior, including decks, hot tubs, patios, swimming pools, fences, dog runs, gazebos, arbors associated with landscaping, and all other similar construction, shall be submitted to the Architectural Control Committee for its review and written approval prior to construction thereof.

4. Submittals required for Architectural Control Committee approval: All plans submitted to the Architectural Control Committee review and written approval shall be accomplished by the form adopted and required by the Architectural Control Committee. The following items shall be submitted to the Architectural Control Committee for its review and written approval:

- A. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences and outdoor lighting. All easements and proposed setbacks, the proposed grading and drainage away from all the proposed residences and adjacent lots must be indicated on the site plan.
- B. Floor plans designating the square feet per floor and total finished interior square feet, exclusive of garages, covered patios, and storage areas.
- C. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
- D. Specifications describing the materials and finishes proposed for both interior and exterior construction.
- E. Landscape plans showing proposed landscape layout for the front yard, including side yards for corner lots, to include the types, size and location of plants.
- F. Paint colors proposed for all exterior finishes, and descriptions of brick, stone, and

stucco finishes to be used on the residence. Exterior colors to be used on the residences must be approved by the Architectural Control Committee.

5. Submittals and inquires: All submittals shall be made to the Secretary of the Homeowners Association.

6. Liability of Directors of the Sunset Ridge Architectural Control Committee and Sunset Ridge Homeowners Association: No director of the Sunset Ridge Architectural Control Committee or Sunset Ridge Homeowners Association shall incur personal liability, jointly or severally, while serving as a director of said committee or association. However, said committee and association shall obtain an errors and omissions insurance policy from an insurance company licensed to do business in the State of Washington. Such a policy shall insure such directors from personal liability in sums to be determined by the Architectural Control Committee and Homeowners Association.

C. BUILDING STANDARDS

1. Minimum Square Feet: All residences constructed on all lots in Sunset Ridge shall contain a minimum of 1800 square feet of finished interior floor space, exclusive of basements, garages, storage rooms, decks and covered patios. All multi-level residences constructed on Sunset Ridge lots shall contain a minimum of 2100 square feet of finished interior floor space, with a minimum of 1500 square feet on the main level. Any remodeling of any residence in Sunset Ridge shall not have the effect of diminishing the required square footage recited above.

2. Exterior Elevations: Exterior elevations of residences on all lots in Sunset Ridge shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior wall are encouraged. Large expanses of flat, unbroken surfaces are discouraged especially on front elevations and side elevations of corner lot homes where the side facing the street will be visible to passersby. Broken rooflines are encouraged. Mixing of different roof pitches on the same elevation is discouraged. 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. Such vents and ventilation pipes shall be painted and not galvanized.

3. Exterior Finishes and Colors: Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required on elevations of residences. Brick, stone, and stucco colors shall be compatible with the exterior colors approved by the Architectural Control Committee. Darker brick shades are encouraged. White or light gray brick is not permitted.

4. Exterior Paint Colors: All exterior paint colors shall be submitted to the Architectural Control Committee for approval. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached.

5. Main Body Color: Exterior colors for all residences on all lots in Sunset Ridge shall require written approval of the Architectural Control Committee.

6. Roof: 30 year composition roofing shingles in weathered wood or black are permitted. No other roofing color shall be approved, with the exception of tile roofing. If a lot buyer wants a tile roof the color and style must be submitted to the Architectural Control Committee for its written approval. There are no restrictions on roof pitch but pitch should be congruous with the style of architecture and no greater than permitted by the Uniform Building Code, as approved by the City of West Richland, Washington.

7. Garages: Interiors of garages shall be sheet rocked, taped, and painted. The primary purpose of the garage required for each lot is for parking and storage of automobiles and other vehicles. No other use of a garage that prohibits or limits the use of a garage for parking vehicles shall be permitted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop. No garage may be converted to a living space.

8. Detached Storage Facilities: Detached storage facilities shall be of the same construction, finish, and color as the residence on the lot. Small trailers, boats and all other vehicles and equipment shall be stored behind screens or fencing approved in writing by the

Architectural Control Committee.

9. Fences: All fence plans shall be submitted to and approved in writing by the Architectural Control Committee. The plans shall include a site plan showing the location of fencing proposed, setback dimensions, and shall designate the type and height of fence and the finish proposed. All Sunset Ridge lot owners shall comply with the City of West Richland, Washington guidelines for corner lot fencing. Whenever possible, adjoining lots shall use common corner posts. All adjoining lots shall use the same fence material and color to promote uniformity in the subdivision. All fences shall be no higher than 6 feet unless otherwise approved by the committee. Fence setbacks shall be at least four feet behind the principle setback of the residence on each side of the lot. The transition in the fence height from 4 to 6 feet shall be accomplished by stepping and not angling the fence top.

10. Landscaping: Landscaping in front and side yards including underground sprinkler system must be complete before initial occupancy. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

11. Mailboxes: The developer will provide Mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the owners of the lots in Sunset Ridge.

12. Existing Structure Remodeling: The lot owner and contractor shall be responsible for maintaining the jobsite in an orderly manner. All construction debris shall be deposited in appropriate receptacles by the close of business every Friday. Dogs shall not be permitted on the jobsite unless under the immediate supervision and control of the dog owner. Temporary toilets shall be placed within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the owner and contractor in a clean and orderly manner.

13. 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 granted by the Architectural Control Committee.

14. Natural Gas: All owners of lots in Sunset Ridge are required to make use of natural gas. No permanently installed propane tanks are allowed within Sunset Ridge.

D. HOMEOWNERS ASSOCIATION

1. Purpose: A Sunset Ridge Homeowner's Association shall be formed to administer and enforce the covenants, conditions, restrictions, limitations and uses herein created.

2. Membership: Every lot in Sunset Ridge shall automatically have one vote in the Homeowners Association. No matter how many individuals own a lot only one (1) vote is permitted per lot.

3. Voting Rights: Every lot shall be entitled to cast one (1) vote upon any matter taken up by the Association. This shall apply regardless of any difference in lot size or value. Any Owner who owns more than one (1) lot may cast one (1) vote for each such lot.

4. Meeting Notice and Quorum: Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all owners of all lots in Sunset Ridge not less than ten (10) days or more than thirty (30) days prior to the scheduled meeting date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if a simple majority of the lots owners are present or appearing by written proxy. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all members.

5. Approval of Actions: Any matter brought before the Homeowners Association must be approved by a majority of the quorum of those owners who are present or voting by written proxy. On any proposition to sell or acquire land, the approval of two-thirds (2/3) of those lot owners who are present and voting shall be required. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

6. Annual Meeting: There shall be an annual meeting of Sunset Ridge lot owners on the last business Wednesday of each January and the agenda shall include at a minimum the election of association directors and review and adoption of the maintenance budget and assessment.

7. Maintenance Budget and Assessment: The directors of the Homeowners Association shall prepare for review the annual maintenance budget in December to be presented to the lot owners at the next Annual Meeting. Copies of the budget will be provided to the owners in advance of the Annual Meeting of the lot owners. The lot owners, by majority vote of the quorum, may reject or amend the maintenance budget at the Annual Meeting of the lot owners. The maintenance budget amount shall be divided equally among and assessed against each lot in Sunset Ridge. A notice of assessment shall be mailed to each lot owner. Payment for the assessment shall be due on or before March 1 following the Annual Meeting. Interest shall accrue on unpaid assessments at the rate of nine (9) percent per annum from March 1 following the Annual Meeting. The original lot owners shall not be assessed or responsible for any such fees for any of the lots that they own in Sunset Ridge. Contractors purchasing lots directly from the original owners shall only be responsible for such assessments after one year from the date this instrument is recorded.

8. Assessments as Liens: Unpaid assessments shall be a lien against the lot of the owner as of March 1 following the Annual Meeting. The Homeowners Association may record its lien at any time after March 1 following the Annual Meeting. The recording costs must be paid by the lot owner together with the unpaid assessment and earned interest. The Homeowners Association shall be entitled to foreclose its lien and shall be entitled to collect reasonable attorney fees and expenses, including recording costs, in any required foreclosure action. The Association may also personally sue the lot owner for the amount of the unpaid assessment, together with attorney fees, legal costs and interest.

9. Other Assessments: The Association, upon approval of two-thirds (2/3) of the lot owners present and voting at a Special Meeting at which a quorum exists, may establish additional assessments for other purposes. Collection of unpaid assessments shall be as set forth in Paragraphs 7 and 8 above.

10. Personal Liability for Assessments: Transfer of any lot, by whatever means, shall not extinguish any lien for an unpaid assessment.

11. Bylaws: The Sunset Ridge Homeowners Association may adopt Bylaws not inconsistent herewith. Written minutes shall be compiled and retained by the Association. The minutes shall set forth the details of the management of the Association and of the methods of collection of unpaid assessments.

12. No Compensation for Directors: No elected director shall receive a salary. All directors may be reimbursed for out-of-pocket expenses incurred in connection with the duties they perform for the Association.

13. Qualifications of Directors: All elected directors shall be Sunset Ridge lot owners. In the event a director ceases to be a Sunset Ridge lot owner, he or she shall immediately forfeit his or her office.

14. Board of Directors: The Sunset Ridge Homeowners Association shall be managed by its directors. The Homeowners Association directors shall be authorized to bind the Association on all matters except those that are reserved to the owners herein.

15. Annual Elections of Directors: Elections for directors shall occur at the Annual Meeting in January of each year. Ballots to elect the directors shall be handed to the lot owners at the Annual Meeting. Each director shall hold office until a successor is elected. In the event of a vacancy, the Board shall appoint a successor-director, who shall complete the term of the director he or she is replacing.

16. Special Meetings: Special meetings shall be called at the request of any ten (10) lot owners. Such notice shall be in writing and comply with the notice requirements set forth above.

17. Association May Enforce: The Sunset Ridge Homeowners Association shall have the right to enforce, by any proceeding at law or in equity, all provisions imposed by this declaration. Failure by the Homeowners Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

E. MISCELLANEOUS AND GENERAL PROVISIONS

1. Modification of Restrictions: The original lot owners shall maintain a majority interest in the Homeowners Association for two (2) years from the date of recording this Declaration. By written consent of ninety percent (90%) of all of Sunset Ridge lot owners, the Homeowners Association may be given such additional powers as may be proscribed by the Homeowners Association. The original lot owners shall cause the original or any amended Declaration to be recorded with the Benton County, Washington Auditor.

2. Severability Clause: If at any time any of the provisions of this declaration shall be found to be in conflict with the rules, regulations and laws of West Richland, Benton County, or the State of Washington, then such parts of this declaration as are in conflict with such rules, regulations and laws, shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

3. Termination of Declaration, Covenants, Conditions and Restriction: This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the affirmative vote of ninety (90%) of the owners of lots in Sunset Ridge by executing and acknowledging an appropriate written agreement or agreements for that purpose, and recording the same with the office of the Benton County, Washington Auditor.

4. Covenants, Conditions, Restrictions, Limitations and Uses Run with the Land: All of the provisions of this declaration shall be deemed to be covenants that touch, concern and run with the land, and shall be binding on and inure to the benefit of the owners of all lots in Sunset Ridge, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

5. Standing to Enforce Terms of Declaration: Any owner of a lot in Sunset Ridge, or the Homeowners Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration. In the event of a dispute, the prevailing party shall be entitled to reimbursement of all attorney fees and court costs associated with the dispute, including but no limited to all actions on appeal in all courts of the State of Washington.

Developer Signature:

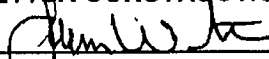
7HA FAMILY LLC

 1-25-11

Harold W. Alexander, Managing member Date

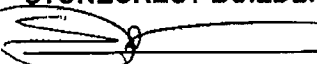
Builder and Owner Signatures:

ETTER CONSTRUCTION, INC.

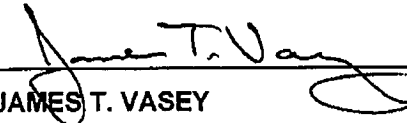
 1-25-11

JAMES W. ETTER, President Date

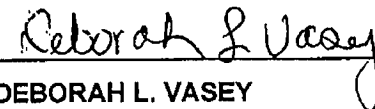
STONECREST BUILDERS, INC

 1/25/11

STEVE LAMAR, President Date

 1-26-11

JAMES T. VASEY Date

 1-26-11

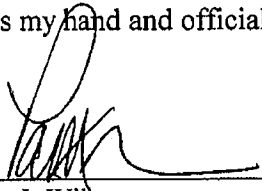
DEBORAH L. VASEY Date

STATE OF Washington)

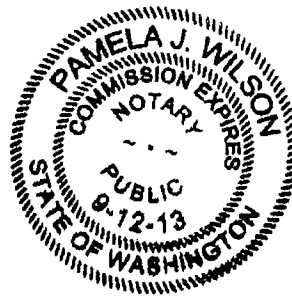
COUNTY OF Benton)

On this 25 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES W. ETTER to me known to be the PRESIDENT of the **ETTER CONSTRUCTION, INC.** 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 stated that he is is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Pamela J. Wilson
Notary Public in and for the State of Washington
residing at West Richland
My Commission Expires: 9/12/13

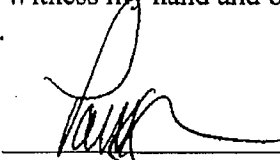


STATE OF **Washington**)

COUNTY OF **Benton**)

On this 25 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVE LAMAR to me known to be the PRESIDENT of the **STONECREST BUILDERS, INC.** 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 stated that he is is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Pamela J. Wilson

Notary Public in and for the State of **Washington**

residing at West Richland

My Commission Expires: 9/12/13

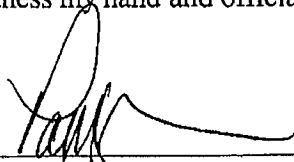


STATE OF Washington)

COUNTY OF Benton)

On this 25 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HAROLD W. ALEXANDER to me known to be the Managing Member of the **7HA FAMILY LLC** that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said **Limited Liability Company**, for the uses and purposes therein mentioned, and on oath stated that he is is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Pamela J. Wilson
Notary Public in and for the State of Washington
residing at West Richland
My Commission Expires: 9/12/13

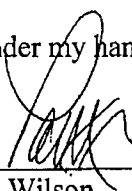


STATE OF WASHINGTON)

COUNTY OF BENTON)

On this day personally appeared before me JAMES T. VASEY and DEBORAH L. VASEY to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 26 day of January, 2011



Pamela J Wilson
Notary Public in and for the State of Washington,
Residing at _West Richland
My Commission Expires: 9/12/13

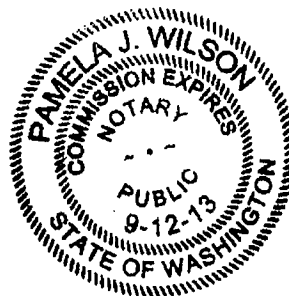


EXHIBIT "A"

PARCEL NUMBERS FOR SUNSET RIDGE

1-0197-403-0000-001
1-0197-403-0000-002
1-0197-403-0000-003
1-0197-403-0000-004
1-0197-403-0000-005
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End of Exhibit "A"