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TWIN RIVERS NO. 1 RESTRICTIONS

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THIS DECLARATION is made this 15 day of AUGUST 1979, by BARNETT-RANGE CORPORATION OF WASHINGTON, with respect to that certain real property described in Exhibit "A" which is attached to this Declaration and incorporated by this reference and by each other person or entity having an interest in the real property described as Exhibit "A" who executes a consent to this Declaration.

It is hereby declared that all of the described real property is subject to the limitations, easements, restrictions, covenants, terms and conditions set forth in this Declaration all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and transfer of the described real property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the described real property and its every part. This Declaration shall run with the described real property and shall be binding upon and inure to the benefit of Grantor, each owner of the described real property or any part thereof, and each successor in interest of Grantor, and any such owner.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall have the meanings as defined in this Article for all purposes of these Restrictions.

Section 1.01. Grantor. The term "Grantor" shall mean BARNETT-RANGE CORPORATION OF WASHINGTON, and its successors and assigns, who are assigned in writing all or part of Grantor's powers and responsibilities for all or a specific area or portion of the subdivision and who accept such powers and responsibilities in writing. All such assignments and agreements to accept the obligations of Grantor shall be recorded. Each person or entity named as Grantor may exercise the rights of Grantor provided by these Restrictions for the area assigned, but no general power such as the power to annex or the power to appoint members of the Planning Committee shall be assigned, except for the entire subdivision in an assignment.

Section 1.02. Improvements. The term "improvements" shall include, without limitation, buildings, out-buildings (including sheds and storage buildings), roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, antennas, signs, utility or communication installations (whether above or underground), and any structure and excavation of any type or kind.

Section 1.03. Lot. The term "Lot" shall mean any numbered or lettered Lot shown on a subdivision map. Upon the splitting of any Lot or the consolidation of any Lots, "Lot" shall mean each parcel into which such Lot has been split or the parcel consisting of the Lots so consolidated, as the case may be.

Section 1.04. Mortgage; Mortgagee. The term "mortgage" shall mean a deed of trust or an assignment of a lease for security purposes as well as a mortgage, and the term "mortgagee" shall mean a beneficiary under or a holder of a deed of trust, or an assignee of a lease assigned for security purposes, as well as a mortgagee.

Section 1.05. Owner. The term "owner" shall mean the persons or entities, including Grantor, holding the beneficial ownership of the fee including the purchaser under a contract of sale and shall not include persons holding only a security interest. For the purposes of the Article entitled "Permitted and Prohibited Uses of Property", unless the context otherwise requires, "Owner" shall include the officers, directors, partners, employees, invitees, licensees, family and tenants of an Owner.

Section 1.06. Planning Committee. The term "Planning Committee" shall mean the committee created pursuant to the Article entitled "Planning Committee; Organization, Power of Appointment and Removal of Members".

Section 1.07. Record; Recorded. The term "record" or "recorded" shall mean, with respect to any document, that the document shall have been recorded in the office or offices of the Recorder of the county of counties in which the real property to which the document relates is located.

Section 1.08. Setback. The term "setback lines" means the distance between a dwelling house, or other structure referred to and the given street or side or rear lines of the particular Lot or site. The setback lines established in subdivision maps or deeds executed by Grantor, or by project maps or plans approved by the government agency having jurisdiction, for any house or other structure from any street or lines shall be deemed and constituted to be the minimum distance between said house or other structures and said street or line closest thereto.

Section 1.09. Street. The term "street" shall mean and refer to any street, highway, or other throughfare shown on a subdivision map, of any land now or hereafter subject to these Restrictions or contiguous to the real property designated on any of said maps, no matter how designated.

Section 1.10. Subdivision. The term "the subdivision" shall be defined as the real property described in Exhibit "A" plus all annexations of property as may be made as provided by these Restrictions.

Section 1.11. Subdivision Map. The term "subdivision map" shall mean any final subdivision or parcel map, including a final condominium plan.

Section 1.12. Subdivision Restrictions. The term "subdivision restrictions" shall mean, with respect to all property within the subdivision, the limitations, easements, restrictions, covenants, and conditions set forth in this Declaration, as this Declaration may from time to time be amended and with respect to any property within the subdivision which is annexed, as such declaration may from time to time be supplemented or modified by the provisions of a declaration, if any, recorded with respect to such annexed property. The terms "these Restrictions" and "this Declaration" and the title of this Declaration shall have the same meaning as "subdivision Restrictions".

ARTICLE 2

PROPERTY SUBJECT TO SUBDIVISION RESTRICTIONS

Section 2.01. Initial Development. All of that certain real property located in the City of Kennewick, County of Benton, State of

Washington, described in Exhibit "A" together with such other real property as may be from time to time annexed and made subject to these Restrictions pursuant to this Declaration, shall constitute the subdivision.

Section 2.02. Annexation of Subsequent Developments. Grantor may, pursuant to the provisions of this section, from time to time and in its sole discretion, annex to the subdivision any real property not constituting a part of the subdivision described in Exhibit "A" attached hereto and incorporated by reference.

(a) The annexation of any such property shall become effective when there shall have been recorded the following:

(1) A declaration by Grantor which may consist of more than one document and which shall, among other things: (i) describe the real property which is to be annexed to the subdivision; (ii) set forth or refer to such additional or other limitations, restrictions, covenants, and conditions, applicable to such property, as provided in Paragraph (c) below, and (iii) declare that such property is held and shall be held, subject to the subdivision Restrictions; and

(2) A final subdivision or parcel map with respect to the real property described in such declaration.

(b) Upon any annexation becoming effective the property covered by such annexation shall become and constitute a part of the subdivision.

(c) Any provision herein to the contrary notwithstanding, the declaration referred to in (a) above may, with respect to all or any part of the property described in said declaration, provide for, or refer to one or more documents creating any or all of the following:

(1) Such new land classifications not then provided by these Restrictions and such easements, limitations, restrictions, covenants and conditions with respect to the use thereof as Grantor may deem to be appropriate for the development of such property; and

(2) With respect to the uses provided for in the Article entitled "Permitted and Prohibited Uses of Property", such additional or different limitations, restrictions, covenants and conditions with respect to the use thereof as Grantor may deem to be appropriate for the development of such property.

The subdivision Restrictions as applicable to such property upon its annexation into the subdivision shall be deemed to include any and all additions and modifications authorized by this Section, and set forth or referred to in said declaration.

(d) The annexation of any real property may be modified or rescinded by Grantor at any time until the first parcel of the annexed property is conveyed or transferred.

ARTICLE 3

PERMITTED AND PROHIBITED USES OF PROPERTY

Section 3.01. Purposes of Land Classification and Use. The purposes of these limitations and restrictions and the other controls in this Article are to enhance, protect, establish and maintain the character, value, desirability and attractiveness of the real estate within the subdivision and to insure its proper development as a subdivision.

Section 3.02. Rights of Owner, Exceptions. Each lot in the entire subdivision shall be for the exclusive use and benefit of its Owners, subject, however, to all of the following rights, standards, limitations and restrictions:

(a) Improvements and work where regulated and controlled by this Article may be done only in strict compliance with the provisions of this Article.

(b) Each Owner shall maintain the landscaping and improvements on his lot in a neat and attractive manner. All grass, mass plantings and other plantings shall be mowed, trimmed and cut as necessary at regular intervals.

(c) Each Owner shall comply with these Restrictions and will cause and be responsible for Owner's family, agents, guests, contractors, employees and any person renting, leasing, or using Owner's lot or any improvements thereon to do likewise.

Section 3.03 Permitted Uses of Property

(a) Improvements and development within the subdivision shall be limited to residences, public schools, roads and parking areas, recreational facilities, including parks, and to all public or quasi-public service and utility facilities related to such uses including, but not limited to, sewer, gas, water, electric, and communication facilities.

(b) Grantor shall, until all original and later annexed units have been sold and conveyed, have all of the rights of use set out in the Article entitled "Limitation of Restrictions on Grantor".

(c) The real property described in Exhibit A which is incorporated herein by reference, shall be limited in use to single family dwellings.

Section 3.04 Prohibited Uses of Property.

(a) The subdivision from the surface thereof to a depth of 500 feet, shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, or be used in any other way inconsistent with the Restrictions.

(b) No noxious or offensive activity shall be carried on upon any property. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying; no firearms, including air or gas powered guns shall be discharged on any property, except by security personnel in the performance of their duties; no odor shall be emitted on any property which is noxious or offensive to others; nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their property. This paragraph shall not be construed as limiting Grantor's rights provided by these Restrictions.

(c) No accessory structures or buildings shall be constructed, placed, or maintained upon any property prior to the construction of the main structure. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with, the construction of any work or improvement permitted by this Article.

(d) Outside clothes lines or other outside clothes drying or airing facilities, above ground trash and garbage receptacles and other maintenance and service facilities shall be maintained in such a way as not to be visible from the street.

(e) No garbage, clippings from trees, shrubs or laws, trash, ashes or other refuse may be thrown, dumped or allowed to accumulate on any property. There shall be no burning of refuse out of doors, except for the burning of natural materials in connection with fire control. Each Owner shall provide suitable receptacles for the collection of refuse. Such receptacle shall be enclosed and screened from public view and protected from disturbance.

(f) No animals, livestock, horses, insects or

poultry of any kind shall be kept, raised or bred, however, domesticated dogs, cats and other household pets may be kept in reasonable numbers providing they are not kept, raised or bred for commercial purposes. Such household pets must be restrained on a leash or otherwise under the direct control of an individual when in public areas.

(g) All vacant areas are to be kept free of litter, debris and weeds and are not to be used for the storage of materials except for materials being used for authorized current construction on the areas where stored. No lawn clippings or other garden refuse shall be placed in streets or public view more than twenty-four (24) hours prior to the scheduled pick up time.

(h) There shall be no open storage, parking or maintenance on the street of boats, motor homes, trailers, mobile homes, campers, commercial vehicles over one (1) ton or inoperative vehicles for a period longer than 72 hours. There shall be no overhauling or rebuilding of any vehicle or machine in any driveway or street, or in the front of any property but such activities are not prohibited inside buildings even if visible through doorways and other openings.

(i) No radio, television, or other aerial, antenna, tower, whether for transmitting or receiving or any support thereof shall be erected, installed, placed or maintained, except those devices which may be erected, installed, placed or maintained and used entirely under the eaves or under the roof or enclosed within a building or structure and except radio or radio telephone antennas used by the Grantor. This provision shall remain enforceable even if enforcement action is not commenced within the time limitations otherwise provided by these Restrictions.

(j) Except for temporary lines used during construction, all utility lines, including, but not limited to, electrical, gas, telephone, cable television, and other communications shall be underground, except for access ports and above ground transformers.

(k) No signs whatsoever, including, without limitation, commercial, political and similar signs, visible from neighboring lots, shall be erected or maintained upon any residence or the subdivision, except:

1. Such signs as may be required by legal proceedings or are useful for such proceedings;
2. During the time of construction of any structure or other improvement, job identification signs having a maximum face area of twenty-four (24) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

3. Appropriate safety, directional, and identification and safety signs installed by Grantor, or required by law;
4. Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet on each unit.
5. Such Residential or commercial identification signs as Grantor has the right to maintain.
6. Non-illuminated political signs of a dimension equal to or less than 18 inches by 24 inches.

(l) No buildings shall be placed upon utility or right of way easements shown on any final subdivision map or deed and such easements shall be left unobstructed and free for the use for which the easement was intended.

(m) No lot shall be used by any person other than for residential use and shall not be used in whole or in part for any commercial, manufacturing, mercantile or other non-residential purposes and no residence shall be divided and used as a boarding house or for hotel purposes, except this paragraph shall not be construed to prevent the rental or lease of entire residences for periods of at least thirty (30) days by their respective Owners.

(n) Each detached single family residence shall have interior floor space of not less than 800 square feet excluding porches, patios, garages, the lower floor of a split level house and basements.

(o) All improvements shall be constructed either in accordance with applicable building setback lines shown on a subdivision map or deeds executed by Grantor or by project maps or plans approved by the government agency having jurisdiction or, if the applicable subdivision map, deeds or project maps or plans do not include setback lines, in accordance with setback lines approved by the Planning Committee provided such setback lines are uniform for like situated property. If permissible by law, the Planning Committee may permit a variance from such lines upon a determination that such a variance is necessary to facilitate the use of the lot involved and that it does not unreasonably impair the use of any road or other lot.

(p) No building shall exceed two (2) stories in height.

(q) No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, but without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes.

(r) No facilities for vehicular parking other than garages and driveways connecting garages to the street shall be constructed on any lot. This provision shall not be construed to prohibit enclosed parking pads or other construction for purposes of storing campers, motor homes or mobile homes, provided such construction conforms to the provisions of sub-section 3.04(h).

(s) All lots shall be landscaped and open areas not covered by patios, swimming pools, porches, driveways and flower beds and other normal and customary improvements shall be planted in grass, or other ground cover approved by the Planning Committee. No yards visible from the street or any common area shall be covered with rock, gravel or other non-growing ground cover unless specifically approved by the Planning Committee. All dead vegetation shall be removed within thirty (30) days and dead trees shall be removed within that same period.

(t) Fences, hedges and mass plantings shall not exceed six feet in height. There shall be no fences within twenty feet of any front yard property line adjacent to a street, and no hedge or mass planting within twenty feet of any property line adjacent to a street.

(u) Mail boxes are to be attached to the residence or structure they serve. If in any area mail service is provided only to street curb mail boxes or to clusters of boxes, the Planning Committee shall have authority to prescribe the design, color and location of any such mail box.

(v) Any detached shed or building must be painted to blend with the structure with which it belongs, and may be no more than one (1) story in height.

Section 3.05 Construction and Alteration of Improvements; Approval of Plats. The right of an Owner to construct, reconstruct, alter, or maintain any improvement upon, under or above any lot or to make any change in the natural or existing surface drainage thereof, or to install any utility line (wire or conduit) thereon or thereover, shall be subject to all of the following limitations and conditions of this section.

(a) Except to the extent permitted by subparagraph (e) of this Section below, any construction or re-

construction of improvements and structures, or alteration of any part of the exterior of, any improvement or structure upon any lot is absolutely prohibited until and unless the Owner thereof first obtains the approval of the Planning Committee and otherwise complies with all of the provisions of this section during the period the Planning Committee is in existence.

(b) Any Owner proposing to construct or reconstruct improvements or structures, or alter any part of the exterior of any improvement or to perform any work which requires the prior approval of the Planning Committee, shall apply to the Planning Committee for approval. The Owner shall make application by submitting to the Planning Committee for approval in duplicate such plans and specifications for the proposed work as the Planning Committee may from time to time request.

(c) The Planning Committee shall approve the plans, drawings, and specifications submitted to it only if the following conditions shall have been satisfied:

1. The Owner has submitted the materials required by the Planning Committee:
2. The Planning Committee finds that the proposed improvement conforms to these Restrictions. All such approval shall be in writing and may be conditioned upon the submission by the Owner of such additional plans and specifications, if any, as the Planning Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans. If, within thirty (30) days from the date of submission of an application to the Planning Committee, the Committee has neither approved nor rejected it, nor requested additional information, such application shall be deemed approved. One set of plans as finally approved and bearing the endorsement of the Planning Committee shall be returned to the Owner for his permanent records.

(d) Upon receipt of the approval from the Planning Committee, the Owner shall, as soon as practicable, satisfy all conditions of that approval and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing and alterations pursuant to the approved plans within one (1) year from the date of such approval or within such longer time as the Planning Committee may grant on the application of such owner. If the owner fails to comply with this paragraph, any approval given shall be deemed revoked and the improvement may be treated as having been constructed in violation of this Section. The above provision shall apply unless all the following events occur within the period of time provided for in this

paragraph: (i) the Owner shall make a written request to the Planning Committee for an extension of time; (ii) the Planning Committee shall find that there has been a good faith start of construction by Owner and that there has been no change in circumstances; and (iii) the Planning Committee shall extend the time in writing and notify the Owner. Such extension shall be given as a matter of course when delays in completion of construction are caused by strikes, unavailability of materials, fire, storms, acts of God or similar events not within the control of the particular Owner.

(e) An Owner shall give notice to the Planning Committee upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans are required under this section. Within thirty (30) days thereafter the Planning Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered, or refinished in substantial compliance with approved plans. If the Planning Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with approved plans, it shall notify the Owner of such non-compliance within sixty (60) days from the notice of completion and shall require the Owner to remedy such non-compliance. If upon the expiration of sixty (60) days from the date of such notification by the Planning Committee the Owner shall have failed to remedy such non-compliance, the Planning Committee at its option, may either remove the improvement or remedy the non-compliance, and the Owner shall reimburse the Planning Committee for all expenses incurred in connection therewith.

(f) If for any reason the Planning Committee fails to notify the Owner of any such non-compliance within sixty (60) days after receipt of the notice of completion from the Owner, the improvement shall be deemed to have been completed in accordance with the approved plans.

(g) Any improvement or work which is completed or done without compliance with the provisions of this Section shall be deemed to have been in compliance if no action has been commenced to enforce its provisions against such improvement or work within one (1) year of its completion.

(h) Written notice to the Planning Committee may be addressed to either of the following addresses:

1. Planning Committee c/o Barnett-Range, P.O. Box 8189, 2609 Hammer Lane, Stockton, CA 95208.
2. Any sales office of Grantor which may be established in the cities of Kennewick, Pasco or Richland, WA.

Section 3.06 Planning Committee: Organization; Power of Appointment and Removal of Members. There shall be a Planning Committee, organized as follows:

(a) The Planning Committee shall consist of three members. The following persons are hereby designated as the initial members:

1. Hal W. Barnett
2. James E. Range
3. Gay Wilburn

Each such member shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed; as set forth herein.

(b) The right from time to time to appoint and remove members of the Planning Committee shall be, and hereby is, reserved to and vested solely in Grantor.

(c) Upon the happening of any of the following events for the original area described in Exhibit "A" or any annexed area of the subdivision, the Planning Committee functions shall be dissolved and the permission of the Planning Committee shall no longer be needed for any purpose under these Restrictions for that original or annexed area (for the purposes of this Section, the original area and each annexed area shall be treated separately): (i) Grantor's recording of a Declaration waiving its rights and terminating the Planning Committee; (ii) from and after the time when persons other than Grantor own ninety percent (90%) or more of the lots within the subdivision (Grantor's percentage of ownership for the purpose of this Section shall be computed by including as lots owned by Grantor all lots owned by a joint venture of which Grantor is a joint venturer, all lots owned by a partnership in which Grantor is a general partner, and all lots which Grantor is developing pursuant to a development agreement); (iii) the fifth anniversary of the recording of these Restrictions.

(d) Any member of the Planning Committee may at any time resign from the Planning Committee upon a written notice delivered to the other member or members of the Committee.

Section 3.07. Planning Committee: Duties. It shall be the duty of the Planning Committee to consider and act upon such proposals or plans from time to time submitted to it pursuant to these Restrictions, to adopt Planning Committee rules, and to perform such other duties from time to time delegated to it by these Restrictions.

Section 3.08 Planning Committee: Meetings; Action; Compensation
The Planning Committee shall meet from time to time as necessary to perform its duties properly hereunder, and may delegate its functions to one or more of its number. The Planning Committee shall keep and maintain a record of all action from time to time taken by the Planning Committee at such meetings or otherwise.

Section 3.09 Non-Waiver. The approval by the Planning Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Planning Committee shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whatever subsequently or additionally submitted for approval.

Section 3.10 Liability. Neither Grantor, the Planning Committee nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of (i) the approval of any plans, drawings, and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (iii) the development, or manner of development of any property within the project, provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Planning Committee, or any member thereof, may, but is not required to, consult with or hear any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Planning Committee.

ARTICLE 4.

LIMITATION OF RESTRICTIONS ON GRANTOR

Section 4.01 Development of the Subdivision. Grantor is developing the subdivision as a development containing single family detached dwellings pursuant to its Master Plan as it may be amended from time to time, and all Owners of property within the subdivision are hereby put on notice of these plans.

Each person accepting a grant of property subject to these Restrictions hereby consents to such development and covenants not to oppose such development, including improvements, signs, parking areas and lighting provided that such development is not in violation of law. This Section shall not be construed as limiting the use of property within the Subdivision by its Owner.

Section 4.02 Limitation of Restrictions on Grantor. Grantor is undertaking the work of developing the subdivision. The completion of that work and the sale, rental and other disposition of the property within the subdivision is essential for the development. In order that the work may be completed and the property developed and fully occupied as rapidly as possible, nothing in these Restrictions shall be understood or construed to:

(a) Prevent Grantor or its agents, employees and contractors from going on the property within the subdivision, or any lot thereof, whatever is reasonably necessary or advisable in connection with the completion of its work; or

(b) Prevent grantor or its agents, employees, and contractors from erecting, constructing and maintaining on any part or parts of the subdivision, such facilities, structures and offices as may be reasonably necessary for the conduct of its business of completing the work and disposing of the property in parcels by sale, lease or otherwise, including without limitation sales offices; model homes or project units, general business offices for its staff and employees, contractors and subcontractors, storage and parking facilities for materials and equipment and fabrication and assembly shops; or

(c) Prevent Grantor from conducting on any part of the properties its business of completing the work, and disposing of the property.

(d) Prevent Grantor from maintaining such sign or signs in the subdivision as Grantor deems necessary for its advertisement, and the sale, lease or disposition of any lot or improvement.

(e) Prevent Grantor from making and constructing any improvements without the permission of the Planning Committee.

(f) Prevent Grantor from combining or splitting lots within the subdivision or from applying for a change of zoning or use, or for a use permit on any property within the subdivision.

Section 4.03 Use of Subdivision Name. Grantor may use the name of the subdivision in connection with other developments whether adjacent to the subdivision or not, provided such names have a distinctive number or other designation so that they are not identical with the name of the subdivision. No other person without the written consent of Grantor has the right to use the name of the subdivision either alone or in conjunction with others as the name of any building, apartment, business or office.

Section 4.04 Grantor's Removal of Minerals. Nothing in these Restrictions shall be construed to prevent the removal by any grantor and any grantor's successors and assigns of minerals and hydrocarbons reserved to Grantor by deed.

Section 4.05 No Restrictions on Farming. Grantor may farm any part of the subdivision.

Section 4.06 Architectural Control. Improvements by Grantor to the subdivision or to any subsequent annexation to the subdivision do not require approval of the Planning Committee, if any.

Section 4.07 No Amendment or Repeal The provision of this Article may not be amended or repealed without the consent of Grantor.

ARTICLE 5

AMENDMENT AND REPEAL

(a) In addition to any rights reserved to Grantor to modify or supplement these Restrictions with respect to property annexed to the subdivision, and unless specifically provided to the contrary herein, these Restrictions, as are from time to time in effect with respect to all or any part of the subdivision, and provision thereof, may be amended or repealed upon (1) the approval by fifty-one percent vote or written consent of the voting power of the owners; (2) the recordation of a certificate executed by not less than ten (10) owners, or if there are less than ten (10) owners, by all of the owners, setting forth in full the amendment or amendments to these Restrictions so approved, including any portion or portions thereof repealed, certifying that said amendment or amendments have been approved by the required vote or consent of the Owners. At any time during which Grantor is the only owner of property within the subdivision, Grantor may amend or correct these restrictions by a recorded instrument of amendment or correction.

Section 5.02 Duration. All of the provisions of these Restrictions shall continue and remain in full force and effect at all times with respect to all property, and each part thereof, included within the subdivision, to the Owners subject, however, to the right to amend and terminate as provided for in this Article, through December 31st, 2008; provided that these Restrictions shall terminate if, within one (1) year prior to December 31st, 2008 there shall be recorded an instrument directing the termination of these Restrictions signed by fifty-one percent of the Owners of record title. These Restrictions in effect immediately prior to the expiration date shall, subject to the provisions of Section 5.01 above, be continued automatically without any further notice, for an additional period of ten (10) years unless within one (1) year prior to expiration of any such period these Restrictions are terminated as set forth in this Section.

ARTICLE 6

MISCELLANEOUS PROVISIONS

Section 6.01 Enforcement; Non-Waiver; No Forfeiture.

(a) Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all of the provisions now or hereafter imposed by these Restrictions upon other Owners, or upon any property within the subdivision.

(b) Every act or omission whereby any restrictions, condition, or covenant of these Restrictions is violated in whole or in part is hereby declared to be and to constitute a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by an Owner or Owners, as provided for in this Section.

(c) Each remedy provided for in these Restrictions is cumulative and not exclusive.

(d) The failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, lien, or change of these Restrictions shall not constitute a waiver of any right to enforce any such provision or any other provision of these Restrictions.

(e) No breach of any of the provisions of these Restrictions shall cause any forfeiture of title or reversion or bestow any rights of re-entry whatsoever.

(f) Reasonable attorney's fees and costs may be awarded to the prevailing party in any action brought to enforce the provisions of these Restrictions.

Section 6.02 Limitation of Enforcement Against Mortgagees.
No violation by an Owner of these Restrictions or enforcement of these Restrictions against an Owner shall defeat or render invalid the lien of any mortgagee made in good faith and for value against the property of such Owner but these Restrictions shall be effective against any Owner whose title is acquired by foreclosure, trustee sale, voluntary conveyance, or otherwise.

Section 6.03 Construction; Compliance with Laws; Severability; Singular and Plural; Titles.

(a) All of the limitations, restrictions, covenants, and conditions of these Restrictions shall be liberally construed, together, to promote and effectuate the beneficial operation of the subdivision.

(b) No provision of these Restrictions shall be construed to excuse any person from observing any law or regulation of any governmental body having jurisdiction over such person or the subdivision.

(c) Notwithstanding other provisions in this Section, the limitations, restrictions, covenants and conditions of these Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision, or portion thereof, of any of such limitations, restrictions, covenants or conditions shall not affect the validity or enforceability of any other provision.

(d) The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter, as the context requires.

(e) The table of contents and all titles used in these Restrictions, including those of articles and sections, are intended solely for convenience of reference and the same shall not, nor shall any of them affect that which is set forth in such articles, sections, nor any of the terms or provisions of these Restrictions. Any numbered or lettered subdivision of a Section is referred to as a "subsection" or "subsection ___" and any indented portion of this Declaration which is unnumbered and unlettered shall be referred to as "Paragraph".

Section 6.04 Additional Covenants, Conditions and Restrictions.

It is contemplated by this declaration that Grantor or purchasers of property within the subdivision may if allowed by law further subdivide the property so purchased and may further encumber such property with additional declarations of covenants, conditions, restrictions, limitation and terms and conditions of record for such purposes in connection with such further subdivisions as may be allowed by law. Such additional declarations of covenants, conditions, restrictions, limitations and terms and conditions are expressly contemplated and allowed by these Restrictions provided no such additional declaration shall conflict with any provision of these Restrictions. If there is a conflict between any additional declaration and these Restrictions, these Restrictions shall control and the provisions of the additional declaration to the extent they conflict with these Restrictions shall be void and unenforceable.

IN WITNESS WHEREOF we have executed this

Declaration the day and year first above written.

BARNETT-RANGE CORPORATION OF WASHINGTON

By *James E. Range*
JAMES E. RANGE, President

By *Hal W. Barnett*
HAL W. BARNETT, Secretary-Treasurer

STATE OF California) ss
County of San Joaquin

On August 15, 1979, before me, the undersigned Notary Public in and for said state, personally appeared JAMES E. RANGE and HAL W. BARNETT, known to me to be the President and Secretary/Treasurer, respectively, of BARNETT-RANGE CORPORATION OF WASHINGTON, the corporation that executed the within instrument and acknowledge to me that such corporation executed the same.

WITNESS my hand and official seal.



Donna Gay Wilburn
Notary Public in and for the State
of California residing at Stockton

EXHIBIT "A"

LEGAL DESCRIPTION - TWIN RIVERS NO. 1

That portion of the Northwest quarter of Section 14, Township 8 North, Range 29 EWM, described as follows:

Commencing at the northeast corner of said subdivision; thence South 89°07'00" west along the north line thereof 285.03 feet; thence South 0°00'06" west 70.01 feet to the true point of beginning; Thence South 89°07'00" west parallel with the north line of said subdivision 482.28 feet; thence South 0°53' East 125.80 feet; thence South 4°32'35" West 119.37 feet; Thence South 18°05'31" East 120.00 feet; Thence South 35°10'43" West 100.33 feet; Thence South 18°05'32" East 112.00 feet; Thence South 71°54'29" West 270.00 feet; Thence South 41°51'21" East 101.19 feet; Thence along a curve to the left, a distance of 266.03 feet, said curve having a radius of 1049.48 feet, and a central angle of 14°31'25"; Thence South 37°53'15" West 172.00 feet; Thence along a curve to the left, not tangent to the preceding line a distance of 188.43 feet, said curve having a central angle of 8°50'19" a radius of 1221.48 feet and a chord of 188.24 feet, bearing South 56°31'55" East; thence along a curve to the right, a distance of 33.87 feet, said curve having a central angle of 97°01'34", and a radius of 20.00 feet; Thence along a curve to the right, a distance of 127.42 feet, said curve having a central angle of 13°07'49", a radius of 556.00 feet, and a chord of 127.14 feet bearing South 42°38'24" West; thence leaving said curve on a line not tangent, South 40°47'41" East 169 feet; thence along a curve to the left, not tangent to the preceding line, a distance of 34.86 feet, said curve having a central angle of 2°45'17", a radius of 725.00 feet and a chord of 34.85' bearing North 47°49'40" East; thence leaving said curve on a line not tangent, South 43°32'58" East 115.00 feet; Thence South 52°49'32" East 60.74 feet; Thence South 44°10'22" East 115.00 feet; Thence South 27°55'09" West 104.23 feet; Thence South 19°25'47" East 166.29 feet; Thence South 7°05'14" West 65.70 feet; Thence South 17°44'21" East 115.00 feet; Thence along a curve to the right, not tangent to the preceding line, a distance of 259.15', said curve having a central angle of 17°44'27", a radius of 836.95 feet, a chord of 258.12 feet bearing North 81°07'52" East; Thence South 89°59'54" East 128.22 feet; Thence North 0°00'06" East 1809.27 feet; Thence 89°07" West 255.03 feet; Thence North 0°00'06" East 150.02 feet to the true point of beginning.