

RETURN ADDRESS:

Cascade Title Company  
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Suite 10 (Pat D.)  
Kennewick, WA 99336

CASCADE TITLE CO.

Please print or type information

173150 PW/KS  
Document Title(s) (of transactions contained therein):

49.-

- 1. Declaration of Covenants, Conditions and Restrictions for THE PLATEAU
2. [ ]
3. [ ]
4. [ ]

Reference Number(s) of Documents:

- [ ]
[ ]
[ ]
[ ]

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

- 1. KREM, INC, a Washington Corporation, et al
2. [ ]
3. [ ]
4. [ ]
5. [ ] Additional names on page [ ] of document.

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

- 1. Current and future owners in The Plateau & Portion of Westcliff
2. [ ]
3. [ ]
4. [ ]
5. [ ] Additional names on page [ ] of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Pin of NE 1/4 of the NE 1/4 of Sec 28, Twnshp 9 N R 28 E, WM & NW 1/4 of the NW 1/4 of Sec 27, Twnshp 9N R 28 E, WM and Lots 1, 2, 3 & 4, Blk 1 & Lots 1,2, 3 Block 2 in the Plat of Westcliff Ph I and Lt 1, Plat of Westcliff, Ph III

[ ] Additional legal on page [ ] of document.

Assessor's Property Tax Parcel/Account Number

1-2898-100-0002-000 PTN

[ ] Additional 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 provided herein.



**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
THE PLATEAU**

The undersigned declare that the real property hereafter described shall be held, sold, conveyed and developed subject to the following covenants, conditions and restrictions.

**I**

**Definitions**

A. **Association.** The term "Association" shall mean and refer to The Plateau Homeowners' Association, a Washington non-profit corporation.

B. **Owner.** The term "Owner" shall mean and refer to the record owner, or owners, of a fee simple title to any lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

C. **Declaration.** The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for The Plateau.

D. **Developer.** The term "Developer" shall mean and refer to KREM, Inc. and its assigns.

**II**

**Property Subject of This Declaration**

The real property subject of this declaration is located in Richland, Benton County, Washington, and legally described on Exhibit "A" hereto. Said property is commonly known as The Plateau. Developer reserves the right to amend the above legal description to incorporate future phases of The Plateau. Future phases shall be limited to properties now adjoining The Plateau. Upon recording of a duly executed amendment to this Declaration, said additional properties shall be subject to the same covenants, conditions, and restrictions as hereinafter imposed. An amendment solely for the purpose of adding additional phases shall not require the consent of other Owners and may be made and executed solely by Developer or Developer's assigns.

### III Homeowners' Association

A. **Creation of Homeowners' Association.** The Plateau Homeowners Association, a Washington non-profit corporation has been created to manage, administer and enforce the covenants, conditions and restrictions herein created.

B. **Automatic Membership.** Each Owner of property within The Plateau shall automatically become a member in the Association at such time as an ownership interest is acquired in The Plateau.

C. **Operation and Management of Association.** The Plateau Homeowners' Association, shall operate pursuant to the authority created by its articles of incorporation and duly adopted bylaws. Until 75% of the lots within The Plateau are sold, the Developer or the Developer's representative shall be entitled to appoint the corporation's board of directors.

D. **Assessments.** By accepting ownership of property within The Plateau, each Owner agrees to pay such assessments as may be levied by the Association for the acquisition, maintenance, or improvement of the common area or property, and purposes incidental thereto. Common areas will include Tract "A" (Storm Pond), Tract "B" (Monrean Loop) and the improvements made in the landscaping easement attached as Exhibit "C." Such assessments shall be determined annually by the board of directors and assessed equally among all lot Owners. If any assessment is unpaid within thirty (30) days after it has become due, the same shall constitute a lien against the lot assessed and shall bear interest at the rate applicable to judgments. The Association shall have the power to bring suit against any Owner for unpaid assessments and to enforce the lien created herein by foreclosure in the same manner provided for mortgages on real property. If it should be necessary to employ an attorney to assist in the collection of any unpaid assessments, or to enforce the lien against any lot by virtue of an unpaid assessment, the Association shall be entitled to recover its reasonable attorney's fees and costs.

### IV Architectural Control

A. **Creation of Architectural Control Committee.** The board of directors for The Plateau Homeowners' Association will establish an Architectural Control Committee (ACC) which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The ACC shall be responsible to ascertain that the plans and subsequent construction within The Plateau meet the minimum building requirements set forth in this Declaration. The committee shall allow reasonable latitude and flexibility in the design of homes to be built on lots in The Plateau and shall not discourage new or

**B. Composition of Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) individuals. Membership on said committee shall be determined annually by the Association's board of directors. So long as the Developer owns any property in The Plateau, or any adjoining subdivision, Developer shall be entitled to appoint two (2) members to the ACC.

**C. Submission of Plans.** Any Owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the ACC for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes fencing, equipment/material housing, dog runs, gazebos, arbors associated with landscaping, and other similar construction. Until the The Plateau Architectural Control Committee has been created, all submittals shall be made to the Developer.

**D. Submittals Required for Architectural Control Committee Approval.** The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

i. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. All easements and proposed setbacks shall be shown. Proposed grading and drainage away from the proposed residence and adjacent lots shall be indicated.

ii. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)

iii. Elevations depicting front, rear and side elevations including proposed material finish descriptions.

iv. Specifications describing the materials and finishes proposed for both the interior and exterior construction.

v. Landscaping plan, including layout of plant types and sizes.

vi. Colors proposed for all exterior finishes, including paint color, brick, stone, rock and stucco finishes, including roofing materials. Exterior colors shall be earth tone.

**E. Approval of Plans.** No construction, change, modification, or alteration for which plans are to be submitted, shall commence until the plans and specifications as above described have been submitted to and approved in writing by the ACC. Location of

all improvements must also be approved. In the event the ACC fails to approve or disapprove such design and location plan within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred provided that such plans and specifications are in compliance with the general building restrictions herein stated.

F. **Liability of Committee and Homeowner for Compliance.** The foregoing provisions notwithstanding, the ACC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each Owner agrees to save, defend, and hold harmless the ACC and each of its members on account of any activities of the ACC relating to such Owner's property or buildings to be constructed on his or her property.

## V BUILDING RESTRICTIONS

A. **Single Dwelling on Multiple Lots.** More than one lot may be used for a single residential structure.

B. **Dwelling Size Restrictions.** All homes shall have a minimum of 2,400 square feet for single level homes, exclusive of basement, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 2,000 square feet on the main level.

C. **Exterior Finishes and Colors.** All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required. No single wall construction.

D. **Garages.** Garages may not be detached from main residential construction. Interiors of garages shall be sheet-rocked, textured and painted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.

E. **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 ACC as compatible with a particular design or style, the minimum pitch for roofs shall be 6/12.

Broken roof lines 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.

**F. Landscaping.** Landscaping in front, side and backyards, including underground sprinkler system must be complete before initial occupancy. Landscaping plans must be approved by the ACC.

**G. Dwelling Height Restriction.** View protection for all Owners in The Plateau is a matter of utmost importance. As a consequence all improvements are subject to ACC review to determine whether the proposed structures, including landscaping, impair neighboring views. Maximizing view opportunities will be a priority function of the ACC.

**H. Wire and Utility Height Restrictions.** All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall show on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed without ACC approval.

**I. 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. No solar panels.

**J. Driveways and Parking Strips.** All driveways and parking bays shall be constructed of concrete, concrete aggregate, or brick. Asphalt or other materials are permitted only with written approval by the ACC.

**K. Restrictions on Construction of Fences.** All fences shall be of masonry construction, wrought iron or other materials approved by the ACC. Height of all fences must also be approved by the ACC.

**L. Commencement and Completion of Construction.** Construction of a residential structure must commence within nine (9) months following acquisition of a lot from the developer. Any construction commenced on any lot shall be substantially completed, i.e. a certificate of occupancy issued, including landscaping and painting, within twelve (12) months from the date such construction is commenced.

M. **Water Run-off and Control Restrictions.** All Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter any natural drainage system.

N. **Limitation on Construction Type.** Erection of a manufactured home, modular home, or mobile home on any lot is expressly prohibited.

O. **Street Lighting (Monrean Loop).** All lots with vehicle access from Monrean Loop shall be required to construct street lighting which is non-offensive, uniform in construction appearance, and approved by the ACC. Construction of such street lighting shall be in accordance with the specifications set forth in Exhibit "B" and shall be completed as set forth in Article V, L.

**VI  
USE RESTRICTIONS**

A. **Single Family Residence.** All lots within The Plateau shall be known as residential lots and shall be used for single family residential purposes only, and construction shall be restricted to single-family houses and related improvements. Group homes, or similar non-family living arrangements shall not be permitted.

B. **Commercial Uses Prohibited.** No business use or activities of any kind whatsoever shall be permitted or conducted in The Plateau. Nor shall any residential lot be used for a trade, business, or religious activity including day schools, nurseries or church schools.

C. **Temporary Structures.** No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site.

D. **Basketball Equipment.** Basketball backboards shall not be permitted on the roof or walls of the dwelling.

E. **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. The foregoing shall not apply to lighting which is part of a security system so long as security lighting comes on only during a breach of system security.

F. **Signs.** No sign of a commercial nature, except for one " For Rent" or one "For Sale" sign per lot of no more than five (5) square feet, shall be allowed.



G. **Nuisance.** No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No unsightly objects or nuisance shall be erected, placed or permitted on any lot.

H. **Garbage, Rubbish and Storage Areas.** Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items. No garbage, trash, or other waste materials shall be burned on any lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or screening. Garbage cans shall not be visible from the street except on garbage day. It is expected that garbage cans will be moved the same day as garbage pickup.

I. **Vehicle Restrictions.** 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. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a lot or in a front driveway. All recreational vehicles shall be protected from street view as determined by the ACC. Commercial vehicles shall not include sedans or standard size pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive. Parking on the street shall be limited to 72 hours. Vehicles parked or abandoned in violation of these provisions may be removed at Owner's expense. Motorized vehicles are prohibited on common areas.

J. **Animals.** No animals, livestock or poultry shall be raised, bred or kept on any lot, except customary household pets such as dogs, cats and household birds, in such number and type as will not create a nuisance or disturb the health, safety, welfare, or quiet enjoyment of the other Owners. All household pets shall be kept under reasonable control at all times. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Association may determine whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of household pets is reasonable. Any decision rendered by the Association shall be final.

K. **Leasing.** The Owners of lots shall have the right to lease their respective lots and the dwellings 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.

L. **In Derogation of Law.** No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or violation of the laws and statutes of the State of Washington.

**VII  
LANDSCAPING EASEMENT**

The Association shall have a landscaping easement over and across that portion of The Plateau as shown on Exhibit "C" to this Declaration. The purpose of the easement shall be to provide continuity of landscaping design, quality and maintenance. The Association will be charged with responsibility for maintaining the area indicated on Exhibit "C". This easement area shall constitute a common area within The Plateau for which all Owners shall be assessed in accordance with Article III above. Affected Owners shall not make any improvements within the easement area, nor shall said Owners otherwise interfere with reasonable access by the Association at reasonable times for landscaping purposes without written approval from the ACC.

**VIII  
EXTERIOR MAINTENANCE**

In the event an Owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the board of directors, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

**IX  
DISPUTE RESOLUTION**

In the event of any claims or disputes arising out of this Declaration, the parties hereby agree to submit the same to arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to agree upon an arbitrator, or location, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fee.



**X**  
**MISCELLANEOUS AND GENERAL PROVISIONS**

A. **Amendments.** By written consent of seventy five (75%) of all of the Owners, this Declaration may be modified or amended by recording of a written instrument indicating terms of any amendment or modification. Each lot is entitled to one vote for purposes of amendment, even if owned or developed in common with adjoining lots. In no event, however, shall this Declaration be modified or amended to allow building standards which are less restrictive than provided herein, nor shall termination of this Declaration prohibit the enforcement of the minimum building standards provided herein.

B. **Covenants, Conditions and Restriction Run with the Land.** All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the Owners of the properties in The Plateau, 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.

C. **Standing to Enforce Terms of Declaration.** Any Owner, or the Association, may maintain any legal proceeding to compel or enforce any of the terms and conditions of this declaration. Venue for such action shall be placed in Benton County, Washington, and the prevailing party shall be awarded their attorney's fees and costs as additional judgment.

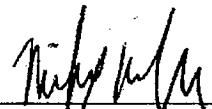
IN WITNESS WHEREOF, the undersigned, Owners of the property subject hereof, cause this declaration to be executed at Richland, Washington, on the date indicated below.

Dated this 12 day of Aug., 2005.

KREM, INC.

TOWN & COUNTRY  
CONSTRUCTION, LLC

By:   
RICHARD ROGERS

By:   
MIKE CRYAN

ROBERT J. ROJAS

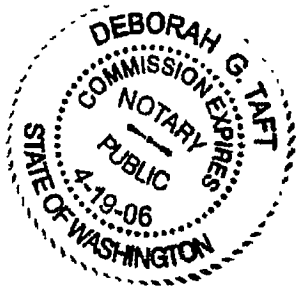
LUPE P. ROJAS



STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON )

On this day personally appeared before me Mike Cryan to me known to be the individual described herein and which executed the foregoing instrument and acknowledged 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 they were authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal the 12th day of August 2005.



Deborah G. Taft
NOTARY PUBLIC in and for the State of
Washington, residing at Umatilla OR
My Commission Expires: 04-19-06

STATE OF WASHINGTON)
) ss.
County of Benton )

On this day, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. and Lupe P. Rojas, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

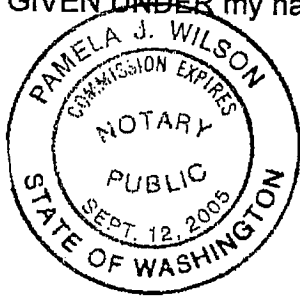
GIVEN UNDER my hand and official seal this \_\_\_ day of \_\_\_, 2005.

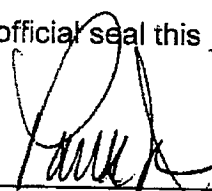
Notary Public in and for the State of
Washington, residing at
My Commission Expires:

STATE OF WASHINGTON )  
 ) ss.  
 County of Benton )

THIS IS TO CERTIFY that on this day before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Swanson, to me known to be the President of Swanson and Swanson Custom Homes, Inc., the corporation that executed the within and 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/she was authorized to execute said instrument.

GIVEN UNDER my hand and official seal this Aug day of Aug, 2005.

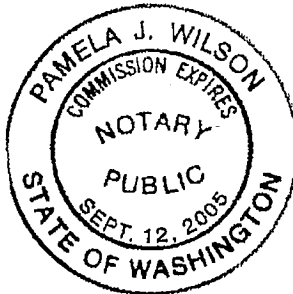


  
Pamela J. Wilson  
 Notary Public in and for the State of  
 Washington, residing at Whitland  
 My Commission Expires: 9/12/05

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF BENTON )

On this day personally appeared before me Richard Rogers to me known to be the individual described herein and which executed the foregoing instrument and acknowledged 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 they were authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal the 16 day of August, 2005.



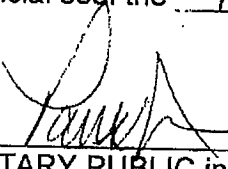
  
Pamela J. Wilson  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Whitland  
 My Commission Expires: 9/12/05





EXHIBIT "A"  
**LEGAL DESCRIPTION**  
**THE PLATEAU PHASE 1**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01°24'12" WEST, 546.20 FEET ALONG THE EAST LINE OF SAID SECTION 28 TO THE CENTERLINE OF THE KENNEWICK IRRIGATION DISTRICT'S BADGER EAST LATERAL CANAL AND THE TRUE POINT OF BEGINNING;

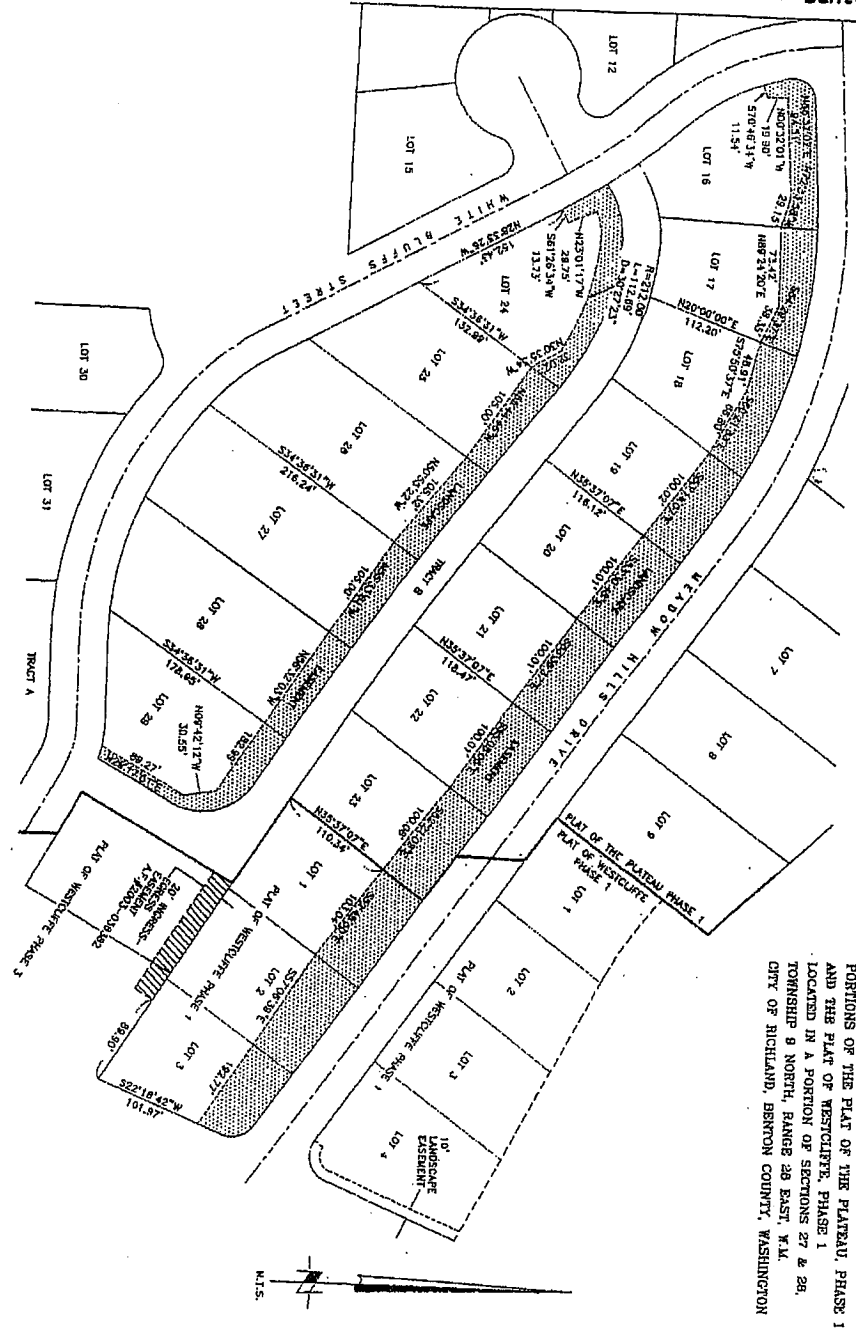
THENCE CONTINUING SOUTH 01°24'12" WEST, 71.74 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF SAID CANAL; THENCE SOUTH 42°46'48" EAST, 19.01 FEET ALONG SAID SOUTH LINE TO THE BEGINNING OF A 336.50 FEET RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY, 24.22 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A CENTRAL ANGLE OF 04°07'24"; THENCE SOUTH 35°37'07" WEST, 128.84 FEET; THENCE SOUTH 54°22'53" EAST, 50.43 FEET TO THE EAST LINE OF SAID SECTION 28 SAID POINT BEING ON THE NORTH LINE OF MEADOW HILLS DRIVE; THENCE SOUTH 01°24'12" WEST, 65.30 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF MEADOW HILLS DRIVE; THENCE SOUTH 54°22'53" EAST, 52.85 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 35°37'07" WEST, 158.63 FEET; THENCE SOUTH 57°29'55" EAST, 96.84 FEET; THENCE SOUTH 29°17'51" WEST, 164.68 FEET; THENCE SOUTH 60°42'09" EAST, 44.82 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 28 SAID POINT BEING ON THE NORTH LINE OF WHITE BLUFFS STREET; THENCE SOUTH 01°24'12" WEST, 72.24 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°39'45" WEST, 496.48 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01°15'23" EAST, 131.06 FEET TO A POINT ON A 127.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 7°26'34" WEST); THENCE WESTERLY, 19.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°41'57"; THENCE NORTH 00°30'03" EAST, 54.00 FEET TO A POINT ON A 20.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 01°15'23" EAST); THENCE NORTHEASTERLY, 42.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 122°31'24" TO A POINT OF REVERSE CURVATURE WITH A 277.00 FEET RADIUS CURVE; THENCE NORTHWESTERLY, 13.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°42'34"; THENCE NORTH 28°33'26" WEST, 84.18 FEET; THENCE NORTH 88°44'37" WEST, 311.47 FEET; THENCE NORTH 01°25'55" EAST, 15.00 FEET; THENCE NORTH 88°44'37" WEST, 131.56 FEET; THENCE NORTH 01°25'55" EAST, 300.00 FEET; THENCE SOUTH 88°44'37" EAST, 93.00 FEET; THENCE NORTH 01°25'55" EAST, 123.36 FEET TO A POINT ON THE ARC OF A 827.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 01°09'00" WEST); THENCE WESTERLY, 3.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°16'20"; THENCE NORTH 00°52'39" WEST, 54.00 FEET; THENCE NORTH 03°24'48" WEST, 141.94 FEET; THENCE NORTH 85°26'20" EAST, 65.13 FEET; THENCE NORTH 38°25'30" EAST, 138.10 FEET TO A POINT ON THE SOUTH LINE OF SAID IRRIGATION CANAL; THENCE NORTH 74°37'53" EAST, 50.00 FEET TO THE CENTERLINE OF SAID CANAL SAID POINT BEING ON THE ARC OF A 81.90 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 74°37'53" EAST); THENCE SOUTHEASTERLY, 119.97 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 83°55'41"; THENCE NORTH 80°42'12" EAST, 122.32 FEET ALONG SAID CENTERLINE TO THE BEGINNING OF A 191.00 FEET RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY, 114.68 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 34°24'00"; THENCE SOUTH 64°53'48" EAST, 209.03 FEET



ALONG SAID CENTERLINE TO THE BEGINNING OF A 286.50 FEET RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY, 110.59 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 22°07'00"; THENCE SOUTH 42°46'48" EAST, 162.41 FEET ALONG SAID CENTERLINE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH LOTS 1,2,3 & 4, BLOCK 1, AND LOTS 1,2 & 3, BLOCK 2 ALL IN THE PLAT OF WESTCLIFF, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 203, RECORDS OF BENTON COUNTY, WASHINGTON.

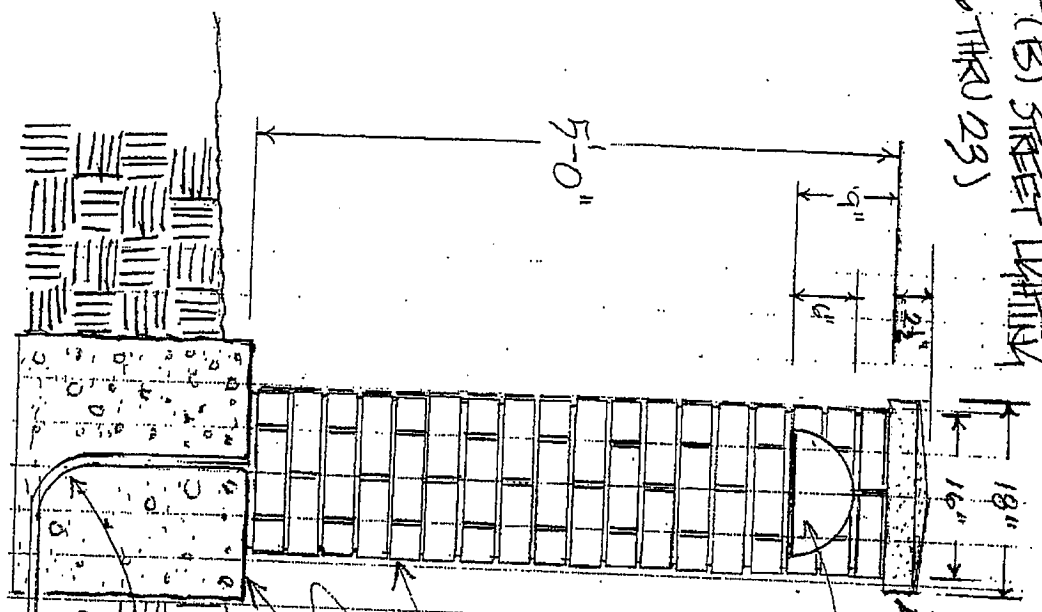
ALSO TOGETHER WITH LOT 1, PLAT OF WESTCLIFF, PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 259, RECORDS OF BENTON COUNTY WASHINGTON.



**EXHIBIT MAP C**  
LANDSCAPING EASEMENTS  
PORTIONS OF THE PLAT OF THE PLATEAU PHASE I  
AND THE PLAT OF WESTCLIFFE PHASE 1  
LOCATED IN A PORTION OF SECTIONS 27 & 28,  
TOWNSHIP 9 NORTH, RANGE 28 EAST, T1M,  
COUNTY OF RICHLAND, BENTON COUNTY, WASHINGTON

**RS&P** SURVEYS  
LAND SURVEYING INC., P.S.  
1000 N. WASHINGTON AVE. SUITE 100  
SPRINGFIELD, MO 65711  
PHONE (417) 736-1111  
FAX (417) 736-1111  
www.rsandp.com  
04101SL.DWG 7-15-05

EXHIBIT (B) STREET LIGHTING  
LOTS 16 THRU 23)



CONSTRUCTION DETAILS

- 18" X 18" X 2 1/2" COLUMN CAP PER CENTRAL PREMIX, FASCO
- REINFORCER/COOPER LIGHTING CO. SANKER MPD D&L
- FIXTURE ONLY PROVIDED BY DEVELOPER (LOTS 16 THRU 23)
- COLUMN TO MATCH MANSARDY OF HOUSE
- METAL COLUMN, CONCRETE BASE, ELECTRICAL SERVICES TO BE INSTALLED DURING CONSTRUCTION OF EACH RESERVE (LOTS 16 THRU 23).
- 15A 41A CIRCUIT FROM HOME POWER PANEL BY OWNER