

AFTER RECORDING RETURN TO:

Roger Gray & Associates
27 North Morain
Kennewick, WA 99336

**Declaration of Covenants, Conditions and Restrictions for
Union West No. 2 - Phase 3-B**
A Portion of former Tax Parcel #1 0989 401 0718 030

This declaration is executed this 30th day of April, 2002, by the undersigned hereinafter referred to as Declarant. Declarant is the owner in fee simple of that certain real property situated in the City of Kennewick, County of Benton, State of Washington, designated as "Union West No. 2, Phase 3-B" a recorded plat, consisting of real property legally described in Exhibit A, attached. Said property is referred to herein as designated property.

Designated property in Union West No. 2, Phase 3-B is hereby joined with, and is adjacent to the subdivisions Union West, Whispering Winds, Union West No. 2, Phase 1-A, Union West No. 2, Phase 2-A, Union West No. 2, Phase 1-B & 2-B and Union West No. 2, Phase 4-A for the purpose of joint participation in Homeowners Association and its Board of Directors; future Swim Club Association; Irrigation Entity and other specified neighborhood functions per authority of Declaration of Covenants filed March 9, 1981, Auditor's File Number 837450, February 11, 1998, Auditor's File Number 983368 and August 9, 2000, Auditor's File Number 2000-020241, January 10, 2001, Auditor's File Number 2001-000808 and April 29, 2002, Auditor's File Number 2002-016462. However, covenants, conditions and restrictions contained herein shall apply only in the Union West No. 2, Phase 3-B subdivision, and shall take precedence over provisions recorded in adjacent subdivisions.

It is the intention of Declarant to sub-divide and develop nearby property, and to impose upon said adjacent property similar mutually beneficial restrictions, covenants, and conditions. As said nearby property is developed, it shall become a part hereof as if included herein, except that covenants, conditions and restrictions contained therein shall take precedence over provisions contained herein. Said adjacent property is described herein in Exhibit B. (Exhibit B is the City approved preliminary plat of Union West No. 2, dated April 2, 1996, except Phase 1-A, Phase 2-A, Phase 1-B & 2-B, Phase 4-A and Phase 3-B.) Joinder of properties described in Exhibit B shall be at the sole discretion of Declarant.

Each and every covenant, restriction and reservation contained herein shall be considered an independent and separate covenant and agreement and in the event any one or more of such covenants, restrictions or reservations shall for any reason be held to be invalid or unenforceable, all of the remaining covenants, restrictions and reservations shall nevertheless remain in full force and effect.



Violations of these covenants, including the adopted Design Guidelines, as may be amended, by any of the parties, their heirs, successors or assigns shall be prosecuted and said violators shall be required to cease violation, pay damages, pay all attorney fees and costs and refrain from any future violation.

Declarant hereby declares that the designated property herein described is now held and in the future shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be an enhancement for the improvement, sale, ultimate use and resale of said designated property. Hence, the purpose of these covenants shall be construed to enhance and protect value, desirability, and attractiveness of the designated property and every part thereof.

All limitations, easements, restrictions, conditions and covenants shall run with the designated property and shall be binding upon all parties having or in the future acquiring any right, title or interest in the designated property or any part thereof, and shall be for the benefit of each owner of all or any portion of the designated property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest. Declarant shall not have the right to waive any conditions of these covenants, and failure of a property owner to secure approval will be deemed a violation. Any construction activity without such approval may be enjoined and damages, including attorney fees and costs may be assessed and recovered for such violation.

Enforcement

All powers necessary for carrying out the above purposes is hereby granted to the Declarant and the Homeowners Association Board of Directors. Each lot resident, by purchasing property or an interest in property, hereby agrees to be bound by the decisions, rules, and regulations of the Homeowners Association Board of Directors.

In the event of a conflict between this Declaration and the applicable rules and regulations of the City of Kennewick, the County of Benton, the State of Washington, or other governmental entity, the more restrictive requirement shall apply. Failure to discover or lack of enforcement of any of the terms of these restrictions shall not constitute a waiver of future enforceability of any of these covenants or restrictions.

In addition to any other remedies listed herein or by law provided, the Homeowners Association Board of Directors or any member may enforce the obligations of the owners and members in the following manner:

By filing a suit in law or equity in the Superior Court of the State of Washington in and for Benton County, which Court shall have exclusive venue for all actions under this Declaration. Any judgment rendered in any such action shall include in addition to injunctive relief, damages, together with interest thereon at 12% per annum from date due, costs of collection, Court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent owner. A violation of these covenants damages all owners. Since damages are difficult to assess and because Declarant and all owners who purchase an interest in these properties agree that a liquidated damage clause is reasonable for violation of these covenants, it is therefore agreed that violation of any covenant herein shall bear damages of \$50.00 per day for each day of said violation.

Restrictions

- 1) No mobile home, modular home or manufactured nor preassembled home shall be erected, placed or allowed to remain upon any lot.
- 2) No trade, business, manufacturing, retail sales or commercial enterprise of any kind shall be maintained, conducted, or operated upon, in front of, or in connection with any lot or other portion of the designated property without the express written approval of the Declarant.

Permissible business activities could include homebased consulting, brokering, designing, engineering, contracting and computing, provided written approval is received from Declarant, and further provided that such business activities require no more than one (1) non-resident employee and the nature of the business requires no more than four (4) customers or clients a day to visit premises.

Declarant or Declarant's assigns may conduct promotion, advertising, and selling activities on designated property as long as Declarant owns an unimproved lot.
- 3) No temporary structure shall be allowed on any lot at any time; except a temporary construction facility and/or a portable toilet, if approved in writing as to its location by the Architectural Review Committee.
- 4) The owner of each lot shall, in conformance with the Design and Landscape Guidelines, maintain the landscaping on the lot in a neat and regularly maintained condition, including watering, fertilizing, removal of weeds, trimming and mowing of vegetation.
- 5) Hedges shall be at least 20 feet from the property line adjacent to public streets unless approved in writing by the Architectural Review Committee. Hedge height shall be limited to 10 feet.
- 6) No gas, oil, mineral, quarry or gravel mining operations shall be permitted on any part of the premises in the subdivision.
- 7) No animals, livestock, pigs, goats or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose. No such animals shall be permitted outside of the lot of the owner of said animal unless said animal is under the control of a responsible person by means of a leash or other reasonable restraint.
- 8) No lot shall be used, or allowed to be used, or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers. All incinerators, trash containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in a location so as not to be visible from the street or neighboring property, except as required for collection.
- 9) No devices used for sports or other activities visible from the street(s) shall be allowed to remain in an unmaintained condition or state of disrepair.
- 10) No sign of any kind shall be displayed to the public view on any lot or structure except the following:



- a) Any sign installed by Declarant to identify a neighborhood as a whole, and any replacement thereof;
 - b) Any sign used by Declarant in connection with the promotion, marketing or sale of lots in the designated property;
 - c) Any sign required to be installed or maintained by legal proceedings, ordinance or statute;
 - d) Any window sign for safety or security purposes;
 - e) Not more than one sign no larger than four (4) square feet in area, advertising the property for sale or for rent, and/or not more than two (2) signs of a temporary nature not more than four (4) square feet in area publicizing a political cause.
 - f) Construction or vendor signs less than 4 sq. ft. are permitted only during construction.
 - g) Only listing agency real estate signs.
 - h) Any other sign approved in writing by Declarant.
- 11) No noxious or harmful activity or condition shall be carried on or allowed to exist upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated property. Without limiting any of the foregoing, no exterior horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a residential lot. No owner shall permit anything or any condition to exist upon his lot or structure which shall contain, breed or harbor rodents, infectious plant diseases or noxious insects.
- 12) No recreational vehicle, object, construction vehicle or equipment, commercial vehicle or equipment, or other equipment, truck, bus, boat, inoperable vehicle or similar object shall be stored, parked, or kept on the street or between the street and the residential structure. Pickups and pickup mounted campers, and vans one-ton or less are exempt from this restriction. Also exempt are overnight recreational vehicles of visitors parked on owner's lot; providing the visit does not exceed two (2) weeks.
- Recreational vehicles, construction vehicles or equipment, commercial vehicles or equipment, trucks and boats may be allowed to be parked on the property provided they are sited and screened from public view by garage, fence or other appropriate screening device approved in writing by Architectural Review Committee.
- 13) An owner shall be entitled to rent a dwelling unit situated on a lot, to a residential family provided that the owner shall be responsible at all times for the tenant's or lessee's compliance with all of the provisions of this Declaration. Each tenant or lessee shall be provided with copies of the Declarations by the owner so renting or leasing.
- 14) No storage of any kind including but not limited to wood, toys, children's riding or climbing apparatus, tires, used material, leaves, grass clippings, dog runs, or



other similar materials or objects is allowed between the residential structure and the street. Where allowed, said storage must be screened from public view by garage, fence, storage shed or other appropriate screening device approved in writing by the Architectural Review Committee.

- 15) No outside clothes drying or airing facilities shall be maintained on any lot unless concealed or screened from public view.
- 16) Batting cages and homemade playground equipment or playhouses are prohibited unless specifically approved by the Architectural Review Committee. Other playground equipment may be permissible, if approved by Architectural Review Committee.
- 17) No exterior newspaper tubes shall be allowed on any lot unless attached to structure or screened from public view.
- 18) All lots are restricted to, and shall be used solely as, single family residences only and all asylums, communes, alternate living arrangements, group homes, half-way houses, social agency homes, nursing homes, mental health homes, hospitals, sanitariums, convalescent homes, adult or child care facilities or day care/home care or pre-school, boarding homes, criminal rehabilitative homes or like or similar lot uses are strictly prohibited.

Architectural Review Committee

Declarant is the Architectural Review Committee (ARC) until such time as the Architectural Review Committee is assigned in part, or whole, to the Homeowner's Association.

Architectural Review Committee must approve all proposed site plans, construction plans, color schemes, landscaping and fencing in the designated properties before construction commences.

Architectural Review Committee has adopted Design and Landscape Guidelines for the designated property pertaining to architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which shall be used for all improvements on the designated property provided; however, such Guidelines shall not be in derogation of the minimum standards required by this Declaration. Said Design & Landscape Guidelines are available for inspection at Architectural Review Committee's place of business at 27 North Morain, Kennewick, WA 99336.

The following requirements and restrictions are hereby adopted:

- 1) No construction shall commence on any lot prior to the written approval of Architectural Review Committee for the following:
 - a) **SITE/CONSTRUCTION PLANS AND SPECIFICATIONS** for all structures, driveways, walkways, and storage parking. Said plans must be signed by Architectural Review Committee showing approval.

Lot owners and their contractors are responsible, during construction, for dust, litter and construction debris. Failure to control the above shall be deemed a violation of this declaration.

- b) **LANDSCAPING PLANS AND SPECIFICATIONS** including fences, walls and timed underground sprinklers. Said plans must be signed by Architectural Review Committee showing approval.

All improvements on a lot shall be maintained by the lot owner in good conditions and repair. Any damage to utilities, property pins, irrigation valves and risers during construction shall be at purchaser's expense. Unless arrangements have been made in writing with the Architectural Review Committee, access to the construction site across adjacent properties is strictly prohibited, unless written permission from the lot owner is obtained.

- 2) Any dwelling or other structure erected or placed on the designated property shall be completed as to external appearance, including finished painting, and shall have final City building inspection approval within twelve (12) months of commencement of construction. Failure to meet this deadline shall be deemed a violation of this declaration.
- 3) Construction must commence within four (4) years after the initial closing date of the lot. Landscaping visible from the street shall be completed within six (6) months after the final building inspection of the dwelling unit.

If construction has not commenced four (4) years after the date of the first sale of each lot by Declarant, the lot may, at Declarant's option, be repurchased by Declarant or Declarant's assigns. The option to repurchase shall be exercised and closed by Declarant within thirty (30) days of written notice. Declarant shall pay the defaulting owner the original price, less seller credits in the original purchase and sale agreement, without interest. The defaulting owner shall pay all closing costs for the lot repurchase, including, but not limited to, excise tax, title insurance and escrow closing costs. Taxes and assessments shall be prorated as of closing. Declarant may at its sole discretion extend the commencement of construction deadline for up to two (2) additional years upon condition that the repurchase price thereafter shall be decreased by 2% per month, after the initial 48 months from the date of first sale, for the term of the granted extension.

Should lot owner fail to cooperate and timely comply with the resale of said lot, Declarant shall be entitled to specific performance and/or damages, including reasonable attorney fees and costs as a judgment from a court of competent jurisdiction.

- 4) Minimum sized residential living structures above ground shall be as follows:

	Block 1 Lots 3 - 12 Block 2	Block 1 Lots 1, 2, 13, 14 & 15
Ramblers	2,200 sf	2,600 sf
All other styles*	2,600 sf	3,000 sf

*50% of these minimum square footage requirements must be on the main level. Bonus rooms over garages shall not be factored into this percentage, however, bonus rooms do count for second story total square footage.

Upon a demonstration of unique design circumstances, the Architectural Review Committee may approve a home with 90% or more of the above square footage requirements.



- 5) Setback requirements shall be in accordance with City code, or greater if required by Architectural Review Committee.
- 6) No dwelling, building, exterior finishing, exterior building color, fence, wall, patio, roof, storage facility, pool or other improvement visible from the street(s) shall be altered, modified or changed except after written approval of the Architectural Review Committee.
- 7) FENCES: No fence, wall or other dividing or sight obscuring barrier shall be erected or maintained on any lot unless first approved by the Architectural Review Committee. Fences shall not exceed six (6) feet in height. Requirements include:
 - a) Wood, masonry, wrought iron, coated metal, vinyl or equivalent and stone;
 - b) In most cases fencing shall project the decorative side toward the view from the street. All exceptions require a written approval;
 - c) Sight obscuring fences over 36 inches high may not extend within the front or side setback areas. Only decorative fences, not to exceed 36 inches high, are allowed within the front and street side yard setback areas;
 - d) A galvanized cyclone fence is allowed only on the swim club property, or as an area fence within a sight obscuring fence.
 - e) In addition to the above restrictions, all fences must be built to City requirements.
- 8) ACCESSORY BUILDINGS, in most cases, shall have conforming architectural design materials, features and scale relationships similar to the main structure. Metal buildings are allowed only in sight obscured areas. In all cases, the Architectural Review Committee must approve all accessory buildings and their siting.
- 9) All dwellings shall include, or have constructed on site, covered, off-street parking for at least two automobiles.
- 10) No exterior or above ground antennas, lines, wires, discs or other devices for the communication or transmission of electric current or power, including telephone, television or radio signals shall be constructed, placed or maintained anywhere in or upon any lot or structure without the written approval of Architectural Review Committee. However, security system components and cameras are acceptable.
- 11) No solar panels or devices shall be constructed on any structure within public view without the written approval of Architectural Review Committee.
- 12) No outdoor high illumination lighting shall be installed without Architectural Review Committee approval.

Homeowners Association

Declarant hereby establishes a Homeowners Association for the below listed purposes and passes, transfers and assigns all rights and duties of Declarant herein to the Board of Directors

and said Homeowners Association. This Association shall be organized under the laws of the State of Washington. The Homeowner's Association shall have the power to collect annual or monthly dues and impose liens upon designated properties for non-payment of dues, late fees, damages, including liquidated damages, attorney fees and court costs.

The Homeowners Association shall operate by its Board of Directors which shall have all powers and, at this time, consist solely of Declarant. Initially voting rights and control of the Association shall be vested in the Board of Directors. All property owners in the designated property and such adjacent property as shall be joined shall be members of the Homeowners Association. Said members of the Homeowners Association shall be subject to the rules and regulations of said Association and subject to these covenants. Members of the Homeowners Association shall have no voting rights and exercise no control over the Association until the Homeowners Association Board of Directors, by majority vote, provides the mechanism for the orderly passing of control of the Board of Directors from Declarant to Homeowner Association members.

The purposes and powers of the Homeowners Association which are to be exercised by its Board of Directors are the following:

- 1) To operate an Architectural Review Committee for ensuring that construction and maintenance of improvements within the designated property and such adjacent property as shall be joined is in accordance with these covenants.
- 2) To own, maintain, manage, and regulate for the benefit of the designated property and such adjacent property as shall be joined the irrigation entity and related systems serving the designated property.
- 3) To manage, regulate, and control the construction and the maintenance of landscaping within the designated property to insure compliance with these covenants, and to manage the entry areas at 19th and Union.
- 4) To advise regarding the orderly development, improvement, and living environment of the designated property and such adjacent property as shall be joined.
- 5) To possess and to exercise all powers necessary to carry out the purposes and provisions of this Declaration, and as may be granted by State Law (RCW 64.38).

The Declarant and/or Homeowners Association Board of Directors shall have the right and power to delegate any of its powers to such committees, officers or employees as it deems necessary and proper, and shall have the power, subject to the provisions of this Declaration, to adopt, amend and repeal its rules and regulations.

No member of the Homeowners Association Board of Directors shall be personally liable to the Association, its members or to any other person, including Declarant, for any error, omission, negligence or other act, provided that such board member has acted in good faith upon the basis of such information as may be possessed by him. The Association as a whole hereby agrees to indemnify and defend the Declarant, Board of Directors and each Director thereon as to all causes of action brought against the Declarant, the Board or a Director for omissions, actions or negligence in conducting Association affairs.

There are hereby reserved to Declarant and the Homeowners Association Board of Directors such easements and granted permissions as are necessary to perform the duties, inspections and obligations as set forth in this Declaration, or in the by-laws, articles or rules of said Association.

Irrigation

Declarant owns, maintains, manages and regulates, for the benefit of the designated property and such adjacent property as shall be joined, the pressurized irrigation systems serving said property. However, the Declarant reserves the right to convey the system to a yet to be formed entity or to the Kennewick Irrigation District. Each lot in said properties shall be charged its pro rata share of the cost of maintenance and operation of the system in each year. Lot owners shall be assessed for irrigation maintenance and operation upon closing of their respective lot. The irrigation system will deliver water to the boundaries of the respective lots at one three-quarter inch turnout. Declarant and/or Declarant's assigns reserves the right to use pressurized irrigation water at no cost for enhancement of designated and adjacent properties. Upon full development of said properties or earlier, rotation of irrigation deliveries may be required. The Homeowners Association Board of Directors shall be vested with full power to establish the rotation calendar of days and hours when water will be made available to the respective lots and all lots in the subdivisions shall be subject to this schedule. The Board of Directors may change the schedule from time to time as circumstances require. The purpose of the irrigation regulations shall be to distribute irrigation water to all of the lots in the most equitable manner possible.

All residential landscaping and vegetation must be serviced by timed, underground sprinkler systems.

The irrigation water system (ponds, pumps and distribution lines) shall be subject to the control of Declarant, until such time as the Declarant conveys or assigns the system to a yet to be formed entity managed by the Homeowner's Association. Declarant shall reserve development rights for designated properties in Exhibit B, the Declarant's commercial property at 27th and Union and any remaining unsold lots.

No permanent structure or slab other than driveways and sidewalks shall be placed on the irrigation easements. No homeowner's irrigation valves, manifolds, or more than 10' of the irrigation mainlines shall be placed on irrigation easements.

Declarant or assigns reserves the right to place a lien on property for non-payment of assessed irrigation fees, late charges, including reimbursement of any and all attorney fees and court costs.

Lot owners hereby grant general and immediate access through their property to the irrigation entity for the purposes of maintenance or repair to the irrigation system.

Lot owners acknowledge that in the event any improvement so constructed on a plat irrigation easement is damaged or removed by either the Declarant, his representative, his subcontractor or the Kennewick Irrigation District, its agents or employees, in the course of constructing, maintaining or repairing the irrigation system on said easement, the Declarant, or assignee, or the seller of such property, or the Kennewick Irrigation District shall in no event be obligated to repair or replace said improvements, including any structures, landscaping, irrigation lines, fences or masonry improvements, including sidewalks and driveways.

If any permitted encroachments exist on irrigation easements, Declarant has no obligation to restore improvements and owner shall immediately and timely remove or relocate whatever is necessary for repairs.

A 3/4" galvanized union disconnect is required on each side of the service shut off valve. Any alteration to the 3/4" service supply or any mainlines shall be done only with Declarant's written permission.

All fencing crossing irrigation easements shall be of a lift-out or gate variety. Any yards containing mainline valves or blowout devices on easements shall provide a gate with keys for immediate access for the water master and maintenance people.

Large trees are prohibited on irrigation easements.

Swim Club

Upon occupancy of 75 homes in the Union West, Union West No. 2 and Whispering Winds subdivisions, Declarant has the right to commence construction of a swimming pool for use of the residents of the designated property and such adjacent property as shall be joined. The use of the pool shall be confined to the use of the designated property and such adjacent property as shall be joined, unless altered by the Homeowner's Association. All costs of construction of this facility will be paid by Declarant and upon completion, the swimming pool and all facilities constructed in conjunction therewith shall be given to a Swim Club Association made up of all owners and future owners of lots within the designated property and such adjacent property as shall be joined who desire membership in said Association. Upon gift of said facilities to said Association, the Swim Club Association shall assume all responsibilities for the maintenance, operation, regulation and control of said facilities and guarantee the Declarant, to his satisfaction, in advance of construction of the swim club facility, that the Swim Club Association is capable of performing its responsibilities for future maintenance and operation.

Notices

Where this Declaration requires or permits written notice to be given, such notice shall be given by a letter deposited in the United States mail, certified or registered, return receipt requested and shall be deemed received on the date shown on the return receipt. The address for giving such notice shall be the address of the owner's lot, where the person receiving the notice is a lot owner, unless such owner has duly submitted to the Declarant or its assigns a written notice of a different address.

Duration

This Declaration shall run with the land and be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of recording thereof, after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument terminating said Declaration and signed by the then owners of a 3/4 majority of the lots in the designated property has been recorded prior to the beginning of the respective ten (10) year period.

Amendments

Amendments may be made in writing to this document with Declarant's written consent and with three-fourths written and notarized approval of lot owners in title.

Assignment

The Declarant, or his assigns, in part or in whole may use any of the lots within the designated property owned by it for model home sites and incidental parking and for any other purpose for which the Declarant deems necessary to develop the designated properties and to carry out this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed the within Declaration the day and year first above written.

DECLARANT: UNION WEST NO. 2 - PHASE 3-B
ROGER F. AND SHARON K. GRAY

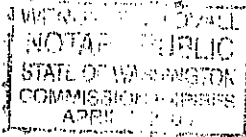
Roger F. Gray
Roger F. Gray

Sharon K. Gray
Sharon K. Gray

State of Washington
County of Benton

Before me personally appeared ROGER F. GRAY and SHARON K. GRAY, to me known to be the individuals who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated 4/30/02

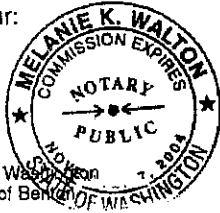


Signature of Notary Public Wendy B. Small

Title Notary Public

My appointment expires 4-1-2005

Concur:



State of Washington
County of Benton

COMMUNITY FIRST BANK

BY: [Signature]
RICK PEENSTRA

I certify that I know or have satisfactory evidence that Rick Peenstra signed this instrument, on oath stated that he was authorized to execute the instrument and he acknowledged it to be the free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

Dated April 29, 2002

Signature of Notary Public Melanie K. Walton

Title Notary

My appointment expires 11/9/04



Exhibit A

to
Declaration of Covenants, Conditions and Restrictions
for Union West No. 2 - Phase 3-B

LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 4 PLAT OF UNION WEST NO. 2 PHASE 1-B & 2-B AS RECORDED IN VOLUME 15 OF PLATS, PAGE 127, RECORDS OF BENTON COUNTY; THENCE SOUTH 0°08'22" WEST, 110.35 FEET ALONG THE WEST LINE OF THE PLAT OF LINCOLN MEADOW AS RECORDED IN VOLUME 14 OF PLATS, PAGE 131, RECORDS OF BENTON COUNTY; THENCE SOUTH 30°03'07" WEST, 406.10 FEET ALONG THE WEST LINE OF LOT 3, SHORT PLAT 718 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 718 RECORDS OF BENTON COUNTY; THENCE NORTH 60°41'32" WEST, 108.45 FEET ALONG THE NORTH LINE OF THE PLAT ALTERATION OF LOTS 3-8 AND 11-20, BLOCK 1 AND ALL OF BLOCK 2 THE VILLAS AT LINCOLN MEADOWS AS RECORDED IN VOLUME 15 OF PLATS, PAGE 44, RECORDS OF BENTON COUNTY; THENCE NORTH 66°52'30" WEST, 54.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 59°56'53" WEST, 335.61 FEET ALONG SAID NORTH LINE; THENCE NORTH 89°51'38" WEST, 182.81 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°08'29" EAST, 15.01 FEET ALONG THE EAST LINE OF LOT 2, SHORT PLAT 2036 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2036, RECORDS OF BENTON COUNTY; THENCE NORTH 89°51'28" WEST, 41.73 FEET ALONG SAID LOT 2 BOUNDARY; THENCE NORTH 47°45'02" WEST, 134.05 FEET ALONG SAID BOUNDARY; THENCE NORTH 74°10'45" EAST, 60.00 FEET; THENCE NORTH 15°49'15" WEST, 150.12 FEET TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 54.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 74°10'45" EAST, 213.91 FEET TO THE BEGINNING OF A 234.00 FEET RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY, 70.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°20'12" TO THE BEGINNING OF A CONCAVE CURVE WITH A RADIUS OF 25.00 FEET SAID POINT BEING ON THE SOUTH MARGIN OF W. 20TH AVENUE AS SHOWN ON SAID PLAT OF UNION WEST NO. 2 PHASE 1-B & 2-B; THENCE SOUTHEASTERLY, 38.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°37'25" TO A POINT ON THE WEST MARGIN OF S. ARTHUR ST. OF SAID PLAT; THENCE SOUTH 0°08'22" WEST, 82.30 FEET ALONG SAID WEST MARGIN TO THE SOUTH LINE OF SAID PLAT; THENCE SOUTH 88°09'50" EAST, 377.71 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF S. ZINSER ST. OF SAID PLAT; THENCE SOUTH 0°08'22" WEST, 36.97 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°47'40" EAST, 243.81 FEET ALONG THE SOUTH LINE OF SAID PLAT TO THE POINT OF BEGINNING.

Also known as:

CONTAINS 7.446 ACRES.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15, Block 1,
Union West No. 2, Phase 3-B

Lots 1, 2 & 3, Block 2, Union West No. 2, Phase 3-B

Exhibit B

to
Declaration of Covenants, Conditions and Restrictions
for Union West No. 2 - Phase 3-B

The following described Parcels A,B,C,D, and E, excepting therefrom that portion contained within the plat of Union West No. 2, Phase 1-A, Phase 2-A, Phase 1-B & 2-B, Phase 4-A and Phase 3-B, Records of Benton County, Washington.

PARCEL A.

That portion of the East half of Section 9, Township 8 North, Range 29 East, W.M., in Benton County, Washington, described in documents recorded under Auditor's File Nos. 067343, 880643 and 85-172.

PARCEL B:

That portion of the East half of Section 9, Township 8 North, Range 29 East, W.M., in Benton County, Washington, described in document recorded under Auditor's File No. 85-13206.

PARCEL C:

That portion of Lot 4, SHORT PLAT 718, according to the survey thereof recorded under Auditor's File No. 785691, also being described as a portion of the Southeast quarter of Section 9, Township 8 North, Range 29 East, W.M., all being in Benton County, Washington, as described in Exhibits B and C of Boundary Adjustment Agreement recorded June 29, 1995 under Auditor's File No. 95-14128 and also being known as Parcels B and C of survey recorded June 29, 1995 under Auditor's File No. 95-14127; EXCEPT portion conveyed under Auditor's File No. 93-10371.

PARCEL D:

That portion of the North half of the Southeast quarter of Section 9, Township 8 North, Range 29 East, W.M., Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Section 9; thence North 89°46'40" West along the South line of said Section 1332.03 feet to a point that is the East sixteenth corner of said Southeast quarter of said Section; thence North 00°08'29" East along said Easterly line 1720.97 feet to the True Point of Beginning; thence North 89°51'38" West 27.00 feet; thence North 89°51'28" West 41.73 feet; thence North 47°45'02" West 134.05 feet; thence North 74°10'45" East 60.00 feet; thence North 15°49'15" West 150.12 feet to a point on a curve to the right, the radius point of which bears North 74°10'45" East 35.00 feet; thence Easterly along said curve 54.98 feet; thence North 74°10'45" East 303.64 feet to a point on a curve to the left, the radius point of which bears North 47°20'37" East 252.00 feet; thence Southeasterly along said curve 76.05 feet; thence South 59°56'53" East 83.47 feet; thence South 30°03'07" West 333.00 feet; thence North 89°51'38" West 129.73 feet to the said True Point of Beginning. (Also shown as Tract A of survey recorded February 7, 1995 under Auditor's File No. 95-2829)

PARCEL E.

That portion of Lot 4, SHORT PLAT 718, according to the survey thereof recorded under Auditor's File No. 785691, also being described as a portion of the East half of the Southeast quarter of Section 9, Township 8 North, Range 29 East, W.M., all being in Benton County, Washington, described in Exhibits A-1, A-2 and A-5, of document recorded under Auditor's File No. 89-19383

AFTER RECORDING RETURN TO:

Roger Gray & Associates
27 North Morain
Kennewick, WA 99336

**Addendum To
Declaration of Covenants, Conditions and Restrictions for
Union West No. 2 - Phase 3-B**

A portion of former Tax Parcel #1 0989 401 0718 030

THIS AMENDMENT is executed this 30th day of April, 2002 by the undersigned as Declarant for both the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST RESIDENTIAL SUBDIVISION and WHISPERING WINDS RESIDENTIAL SUBDIVISION dated March 3, 1981, that DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST NO. 2 - PHASE 1-B & 2-B dated the 10th day of January, 2001 and that DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Union West No. 2 - Phase 3-B dated the 30th day of April, 2002, and

WHEREAS, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST RESIDENTIAL SUBDIVISION AND WHISPERING WINDS RESIDENTIAL SUBDIVISION provide adjacent property thereto, including real property described in Exhibit A, attached hereto included herein by reference, may be joined to the property and be subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST RESIDENTIAL SUBDIVISION and WHISPERING WINDS RESIDENTIAL SUBDIVISION, and

WHEREAS, the Declarant has elected not to join the below described real property with the real property subject to the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST RESIDENTIAL SUBDIVISION and WHISPERING WINDS RESIDENTIAL SUBDIVISION and that the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST NO. 2 - PHASE 3-B shall supersede any prior covenants, conditions or restrictions and shall attach to and run with that real property described in Exhibit A. Now, Therefore

THE DECLARANT HEREBY DECLARES that he has elected not to join that real property as described in Exhibit A, attached hereto incorporated hereby reference, to or be a part of, or subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST RESIDENTIAL SUBDIVISION and WHISPERING WINDS RESIDENTIAL SUBDIVISION, or the real property subject thereto.



THAT THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR UNION WEST NO. 2 - PHASE 3-B dated April 30, 2002 shall supersede any and all prior declaration of covenants, conditions and restrictions and shall be the sole DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION WEST NO. 2 PHASE 3-B attaching to and running with the real property designated as Union West No. 2 Phase 3-B a recorded plat, more particularly described on Exhibit A, attached hereto and incorporated here and by this reference.

Dated this 30th day of April, 2002.

DECLARANT:

UNION STREET LIMITED PARTNERSHIP
By General Partner
UNION STREET DEVELOPMENT CO., INC.:

ROGER F. GRAY & ASSOCIATES
A LIMITED PARTNERSHIP:

Roger F. Gray
Roger F. Gray, President

Roger F. Gray
Roger F. Gray, General Partner

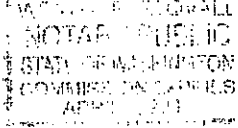
Roger F. Gray
Roger F. Gray

Sharon K. Gray
Sharon K. Gray

STATE OF WASHINGTON
County of BENTON

On this 30th day of April, 2002, 2002, before me personally appeared ROGER F. GRAY, President, Union Street Development Co., Inc., General Partner, Roger F. Gray & Associates, A Limited Partnership, and personally as Roger F. Gray and Sharon K. Gray, to me known to be the individuals who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first written above.



Wm. B. Powell
NOTARY PUBLIC in and for the State of Washington
Residing at West Richland
My Commission Expires: 4-1-2005

Concur:
COMMUNITY FIRST BANK

BY [Signature]
Rick Peenstra



STATE OF WASHINGTON
County of BENTON

On this 30th day of April, 2002, before me personally appeared RICK PEENSTRA to me known to be the individual who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first written above.

Melanie K. Walton
NOTARY PUBLIC in and for the State of Washington
Residing at Kennewick
My Commission Expires: 11-7-01



Exhibit A

to

Addendum to Declaration of Covenants, Conditions and Restrictions
for Union West No. 2 - Phase 3-B

LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 4 PLAT OF UNION WEST NO. 2 PHASE 1-B & 2-B AS RECORDED IN VOLUME 15 OF PLATS, PAGE 127, RECORDS OF BENTON COUNTY; THENCE SOUTH 0°08'22" WEST, 110.35 FEET ALONG THE WEST LINE OF THE PLAT OF LINCOLN MEADOW AS RECORDED IN VOLUME 14 OF PLATS, PAGE 131, RECORDS OF BENTON COUNTY; THENCE SOUTH 30°03'07" WEST, 406.10 FEET ALONG THE WEST LINE OF LOT 3, SHORT PLAT 71B AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 71B RECORDS OF BENTON COUNTY; THENCE NORTH 60°41'32" WEST, 108.45 FEET ALONG THE NORTH LINE OF THE PLAT ALTERATION OF LOTS 3-B AND 11-20, BLOCK 1 AND ALL OF BLOCK 2 THE VILLAS AT LINCOLN MEADOWS AS RECORDED IN VOLUME 15 OF PLATS, PAGE 44, RECORDS OF BENTON COUNTY; THENCE NORTH 66°52'30" WEST, 54.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 59°56'53" WEST, 335.61 FEET ALONG SAID NORTH LINE; THENCE NORTH 89°51'38" WEST, 182.81 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°08'29" EAST, 15.01 FEET ALONG THE EAST LINE OF LOT 2, SHORT PLAT 2036 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2036, RECORDS OF BENTON COUNTY; THENCE NORTH 89°51'28" WEST, 41.73 FEET ALONG SAID LOT 2 BOUNDARY; THENCE NORTH 47°45'02" WEST, 134.05 FEET ALONG SAID BOUNDARY; THENCE NORTH 74°10'45" EAST, 60.00 FEET; THENCE NORTH 15°49'15" WEST, 150.12 FEET TO THE BEGINNING OF A 35.00 FEET RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY, 54.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE NORTH 74°10'45" EAST, 213.91 FEET TO THE BEGINNING OF A 234.00 FEET RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY, 70.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°20'12" TO THE BEGINNING OF A CONCAVE CURVE WITH A RADIUS OF 25.00 FEET SAID POINT BEING ON THE SOUTH MARGIN OF W. 20TH AVENUE AS SHOWN ON SAID PLAT OF UNION WEST NO. 2 PHASE 1-B & 2-B; THENCE SOUTHEASTERLY, 38.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°37'25" TO A POINT ON THE WEST MARGIN OF S. ARTHUR ST. OF SAID PLAT; THENCE SOUTH 0°08'22" WEST, 82.30 FEET ALONG SAID WEST MARGIN TO THE SOUTH LINE OF SAID PLAT; THENCE SOUTH 88°09'50" EAST, 377.71 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF S. ZINSER ST. OF SAID PLAT; THENCE SOUTH 0°08'22" WEST, 36.97 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°47'40" EAST, 243.81 FEET ALONG THE SOUTH LINE OF SAID PLAT TO THE POINT OF BEGINNING.

Also known as:

CONTAINS 7.446 ACRES.

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15, Block 1
Union West No. 2, Phase 3-B

Lots 1, 2, & 3, Block 2, Union West No. 2, Phase 3-B