

Filed for Record at Request of and
After Recording Return to:

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CASCADE TITLE CO.

07-439

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**SECOND AMENDMENT TO DECLARATION AND COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS**

FOR

INSPIRATION ESTATES

Grantor: BRL Development LLC
Grantee: Inspiration Estates Homeowners Association
Tax Parcel No.: 1-2389-100-0006-000, 1-2389-100-0004-001,
1-2389-201-2131-003, 1-2389-201-2131-004

Legal Description (abbreviated): North Half of Section 23, Township 8 N, Range 29 E

Full Legal Description: Set forth in attached Exhibit "A"

Ref. # 2004-044934



THIS SECOND AMENDED TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR INSPIRATION ESTATES ("Second Amendment") is made by BRL Development LLC, a Washington limited liability company ("Grantor/Declarant") as of this 14 day of JUNE, 2006.

RECITALS

A. Grantor/Declarant previously subjected certain property located in Benton County, Washington ("Property") to the Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Inspiration Estates under Benton County Auditor's File No. 2004-044934 ("Original Declaration").

B. Grantor/Declarant previously amended said Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Inspiration Estates under Benton County Auditor's File No. 2005-016572 ("First Amendment"), and now wishes to amend the Original Declaration and First Amendment in conformance with the authority provided therein, including but not limited to Article 17 of the Original Declaration. Unless otherwise expressly defined herein, all capitalized terms shall have the meaning as set forth in the Original Declaration, as amended.

NOW, THEREFORE, Grantor/Declarant hereby amends the Original Declaration, as amended, as provided in this Second Amendment, as follows:

1. Amendment to Section 3.2.2. Grantor/Declarant hereby amends Section 3.2.2 of the Original Declaration, as amended, to provide as follows (this language to appear at the end of the current Section 3.2.2):

If after second review, plans do not meet the CC&Rs, a fee of One Hundred Dollars (\$100) will be paid by homeowner for each and every subsequent review.

2. Amendment of Section 3.4.5. Grantor/Declarant hereby amends Section 3.4.5 of the Original Declaration, as amended, to provide as follows (this language replaces the original Section 3.4.5 in its entirety):

3.4.5 Miscellaneous Architectural Requirements. No wall for a residential Structure shall continue for a span of longer than sixteen (16) feet without an offset of at least two (2) feet or a window. Windows placed on the address side of the residence shall be greater than four (4) square feet in size. No continuous roof lines longer than thirty-five (35) feet will be allowed. Exterior columns supporting decks, overhangs, shade structure, patios, and other similar architectural features shall be wrapped with wood or a wood-like material with trim. No rafters or beams on the exterior of a Structure



shall be exposed to public view. Architectural wood accents may be approved on a case-by-case basis by the AACC.

3. Amendment of Section 3.5.20. Grantor/Declarant hereby amends Section 3.5.20 of the Original Declaration, as amended, to provide as follows (this language replaces the original Section 3.5.20 in its entirety):

3.5.20 Fences. All fences, with the exception of the fencing installed by Grantor/Declarant in the Common Area, if any, shall conform to the fence design and material detail approved by the Board as described in Exhibit "C" attached hereto. Fences installed along and contiguous and along and contiguous to Common Areas that separate blocks of lots within the Plat and which are designated as walkways to Tract "D" shall conform to the fence specifications and design detail attached hereto and incorporated herein as Exhibit "C". Fences installed on lots contiguous to the KID canal shall conform to the detail attached hereto as Exhibit "C-1", and corner posts of fences installed contiguous to the KID canal shall conform to the detail attached hereto as Exhibit "C-2".

4. Corrected Numbering of Duplicate Section 3.5.20 - Cottonwood Trees. Grantor/Declarant corrects the above section as follows:

3.5.22 Cottonwood Trees. No cottonwood tree shall be allowed to be planted within the Plat.

5. Amendment of Article 3 by the Addition of Section 3.5.23 - Accessory Building. Grantor/Declarant hereby amends Article 3 by the addition of new Section 3.5.23 as follows:

3.5.23 Accessory Building. Structures such as doghouses, tool sheds and similar structures which are not permanent to the dwelling Structure, but are intended for permanent or semi-permanent use, are not specifically prohibited. However, the Structures are subject to approval by the Architectural Control Committee (ACC). All such buildings shall be placed behind the principal dwelling Structure or enclosed within a fence. Any such Structure erected or placed on the Property shall be completed with appropriate and pre-approved exterior appearance, including finish paint. All such Structures shall match the architectural design of the residential Structure. No accessory building/structure shall exceed eight (8) feet in height. No accessory building/structure shall be greater than One hundred forty-four (144) square feet.

6. Amendment of Section 7.3. Grantor/Declarant hereby amends Section 7.3 of the Original Declaration, as amended, to provide as follows (this language is to be inserted in the blanks provided in the Original Declaration):

7.3 Initial Contribution, Annual Assessments. Each Owner, other than a Participating Builder, at the time of purchase of his/her Lot, shall make a one-time only start-up contribution to the Association in the amount of Six Hundred Dollars.(\$600) (which shall supplemental annual assessments to reimburse Grantor/Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period). The initial annual assessment (which is in addition to the start-up fee) shall be in the amount of Three Hundred Dollars (\$300) per year, and shall be prorated for any partial year at the time of purchase of the Lot. Prior to the Transition Date, Grantor/Declarant may modify both the start-up contribution as well as the annual assessment. Commencing on the first January 1 following the Transition Date, and continuing each year thereafter, the annual assessment shall not be increased by more than fifteen percent (15%) without the approval of a majority of the members voting at a meeting duly called for such purpose. Notwithstanding the provisions set forth above, the Grantor/Declarant shall not be liable for any fees or assessments assessed or due so long as Grantor/Declarant owns any Lot within the Plat.

7. Addition to Article 7. Grantor/Declarant hereby adds Section 7.5 to Article 7 (this language represents the entirety of new added Section 7.5):

7.5 Mailbox Unit Cost and Maintenance Agreement. All homeowners shall obtain and pay for a mailbox in accordance with the Mailbox Unit Cost and Maintenance Agreement attached hereto as Exhibit "E".

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Exhibit "A"

Insert Legal Description

LEGAL DESCRIPTION

PARCEL A

LOTS 1 AND 3, SHORT PLAT NUMBER 2131, AMENDING SHORT PLAT 1840, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 94-37806, RECORDS OF BENTON COUNTY, WASHINGTON AND THAT PORTION OF THE NORTH HALF OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M., KENNEWICK, BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL, EXCEPT LOT 2 OF SAID SHORT PLAT NUMBER 2131 AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 01°54'03" EAST, ALONG THE WEST LINE OF SAID NORTH HALF, FOR 663.52 FEET; THENCE NORTH 88°05'57" EAST FOR 30.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, OF SAID SHORT PLAT NUMBER 2131; AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88°05'57" EAST ALONG THE SOUTH LINE OF SAID LOT 1, FOR 70.87 FEET; THENCE SOUTH 35°04'22" EAST, ALONG SAID SOUTH LINE, FOR 538.91 FEET; THENCE NORTH 89°24'12" EAST, ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LOT 1, SAID SHORT PLAT NUMBER 2131, FOR 562.73 FEET; THENCE SOUTH 87°39'52" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, SAID SHORT PLAT NUMBER 2131, FOR 204.22 FEET; THENCE SOUTH 79°42'25" EAST, ALONG SAID SOUTH LINE, FOR 330.41 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 12°06'37" WEST FOR 825.12 FEET; THENCE NORTH 74°10'24" WEST FOR 442.73 FEET; THENCE NORTH 40°32'46" WEST FOR 529.99 FEET; THENCE NORTH 01°54'03" WEST FOR 80.44 FEET; THENCE NORTH 66°07'29" WEST FOR 148.16 FEET; THENCE NORTH 70°25'45" WEST FOR 88.07 FEET TO THE NORTHEAST CORNER OF LOT 2, SAID SHORT PLAT NUMBER 2131; THENCE NORTH 47°12'36" WEST, ALONG THE NORTH LINE OF SAID LOT 2, SAID SHORT PLAT 36°49'12" WEST, ALONG SAID NORTH LINE FOR 138.00 FEET; THENCE NORTH 34°41'20" WEST, ALONG SAID NORTH LINE FOR 90.14 FEET; THENCE NORTH 32°41'11" WEST, ALONG SAID NORTH LINE, FOR 119.27 FEET; THENCE NORTH 23°53'18" WEST, ALONG SAID NORTH LINE, FOR 13.93 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 BEING ON THE EASTERLY RIGHT OF WAY MARGIN OF SOUTH ELY STREET; THENCE NORTH 01°54'03" WEST, ALONG SAID EASTERLY RIGHT OF WAY MARGIN, FOR 225.89 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT ROAD RIGHTS OF WAY.

Exhibit "C"

Fence Specification and Design Detail

Height and Setback Standards

1. Fencing installed along and contiguous to Common Areas that separate blocks of Lots shall be limited to four (4) feet in height.

2. Fences over three (3) feet in height on the non-address street frontage of a Residence must be set back from the property line of the Lot a minimum of ten (10) feet. No fence may abut a sidewalk. The space between the sidewalk and the fence must be landscaped and maintained in accordance with the landscape standards of the Declaration.

Material/Colors

1. Fencing on perimeters of Lots must be constructed of wrought iron, tight cedar boards or masonry. Chain link fences are not allowed when visible from streets or common or open spaces. Fences installed on Lots contiguous to the KID canal shall conform to the detail attached hereto as Exhibit "C-1" and corner posts of fences installed contiguous to the KID canal shall conform to the detail attached hereto as Exhibit "C-2".

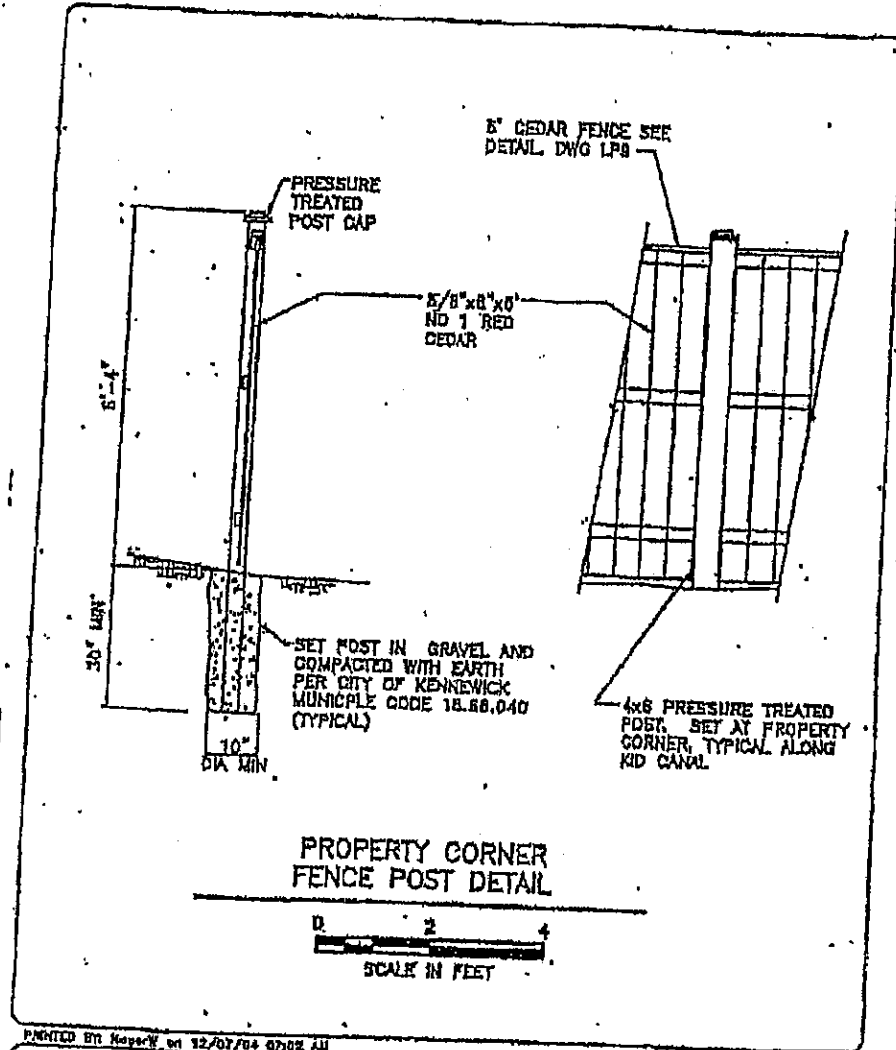
2. No fence shall be constructed without first obtaining approval from the ACC with respect to materials, design, specifications, color and siting.

3. All fence construction must have a city of Kennewick building permit prior to construction.



EXHIBIT "C-2"

Property Corner Fence Post Detail as prepared by SCM Consultants, Inc. on December 1, 2004.



PRINTED BY Hesper W on 12/07/04 07:02 AM

 SCM Consultants, Inc. Architects & Engineers, Kennewick, WA	PROPERTY CORNER FENCE POST			1 OF 1 DWG No
	PROJ No 6340-D10	DATE	REV 0	
© 2004 SCM Consultants, Inc.	BY: IRDW	CHKD	APVD	

07/02 12.004 (245 Tech) 12/07/04 CAD FILE NAME: PROPEPOST.DWG

Exhibit 'E'

Mailbox Cluster Unit Cost and Maintenance

High quality mailbox clusters were purchased by the Inspiration Estates Homeowners Association and will be installed at locations specified by the Post Office. The placement is determined by the Post Office concerning routing of their vehicles, which means your mailbox may not be in the cluster closest to your house.

Home and lot owners will be responsible for cost and upkeep of said mailbox units. The Post Office assigns mailboxes. At the time of occupancy, contact the Post Office for instruction on how to set up your service. The Post Office suggests that homeowner's make extra copies of their mailbox keys to avoid the cost of a locksmith if the key is lost. In addition, homeowner's are responsible at the sale of their home, that the new homeowner's receive a key for the mailbox.

Since all mailboxes are required by the Post Office to be in a cluster box form, the residents of the community will be responsible for working together to ensure that mailboxes are kept in working fashion. If damage occurs to a mailbox or cluster unit in any way, for any reason, the developer will not be responsible for repairs to or replacement of the unit(s). The Post Office will take responsibility for the parcel boxes only. They will not repair damages to individual boxes.

We apologize for any inconvenience this may cause you. Please take up any issues regarding the maintenance of mailboxes or requirement of cluster box units and their locations with the local Post Office. (509) 543-2189

Cost to homeowner's for mailboxes, in the amount of \$85.00, is due upon closing. Keys for mailboxes may not be available at that time depending on the status of phase development. When keys become available, Inspiration Estates Homeowners Association will contact the phone number listed for the buyer on the Purchase and Sale Agreement. If no number is listed, homeowner's will be responsible for contacting Jan Crawford at 509-586-1155 ext. 226, to receive their key.

Purchaser

Date

Purchaser

Date

Inspiration Estates Homeowners Association
P.O. Box 6317
Kennewick, WA 99336