



***Frontier Title & Escrow Company of the Tri-Cities, Inc.***

6921 West Grandridge Boulevard  
Kennewick, Washington 99336  
Telephone No. (509) 783-8828  
Fax No. (509) 783-6239

**Tax Foreclosure Certificate**

To: Benton County Treasurer  
5600 West Canal Drive, Suite A  
Kennewick, WA 99336  
Attention: Kirsten Yniguez

Liability: \$18,468.60  
Premium: \$ 165.00  
Tax: \$ 13.70

This certificate is offered solely for the use of the addressee for the purpose of determining necessary parties defendant in an action to foreclose General Property Taxes. The liability of the Company under this Certificate shall be limited to the amount of actual loss sustained by the addressee due to reliance on any incorrect information in the certificate. No liability is assumed by the company for loss or damage that may arise from any other use of this certificate.

**Vesting:**

**Vincent H. White and Bonnie J. White, husband and wife**

**Description:**

**Lot 22, Summit View Phases 3 & 4, according to the Plat thereof recorded in Volume 15 of Plats, Page 299, records of Benton County, Washington.**

**Subject to:**

- A. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
- B. General Property taxes the Company having made no search thereof.
- C. Agreements, if any, which appear in the public record related to future assessments or obligations not yet of record.
- D. Covenants, Conditions and Restrictions affecting title, if any appear in the public record.
- E. Easements prior to January 1, 2003, if any, which appear in the public records or as shown on any recorded plat.
- F. Any reservations of minerals and mineral rights, including leases of said rights appearing in the public records.
- G. Additional Exceptions as shown on Exhibit A.

Date: **6/17/2014 @ 8:00 a.m.**

**Exceptions:**

1. Exceptions and Reservations as contained in Deed:

From: United States of America  
Recorded: January 18, 1896  
Recording No.: 389, in Volume B, Page 219  
As Follows: Excluding and excepting all mineral lands should any such be found in the tracts aforesaid, but this exclusion and exception according to the term so the statute shall not be construed to include coal and iron lands.

This report does not include present ownership of the above mineral rights.

2. Exceptions and Reservations as contained in Deed:

From: Glacier Park Company, a Delaware Corporation  
Recorded: April 23, 1990  
Recording No.: 90-6389  
As Follows: Reserving all geothermal heat and all ores and minerals of any nature whatsoever, including, but not limited to oil, gas, other hydrocarbons, carbon dioxide, coal, iron, gas occurring in coal formation, industrial minerals, metallic minerals, aggregates, sand, gravel, clay, uranium, rock, including, but not limited to rock of a unique character, in and under or which may be produced from the described real estate, together with all the right to enter upon the premises for the purposes of prospecting and exploring for minerals by geophysical, geochemical or other means, and for the purposes of drilling, extracting, operating and

(Paragraph 2 is continued on the following page)

working and extraction and processing facilities by any procedures whatsoever, and taking out, removing, carrying away the tenements, hereditaments and appurtenances. Provided, however, that the Grantee, its successors and assigns, shall be paid just and reasonable compensation for any actual physical injury or damage to the surface of said premises and to growing crops and timber thereon caused by the exercise of any rights herein reserved. The exercise of such rights by the Grantor or its successors and assigns shall not be postponed or delayed pending reasonable efforts to agree upon, or have determined, such just and reasonable compensation.

This report does not include present ownership of the above mineral rights.

3. Easement provisions contained on the face of said plat, a copy of which is hereto attached.
4. Dedication and/or notes contained on the face of said plat, a copy of which is hereto attached.
5. Covenants, Conditions, Restrictions and/or easements in declaration:

Recorded: April 19, 2006  
Recording No.: 2006-012158

A copy of which is hereto attached.

Amendment and/or modification of said covenants

Recorded: October 18, 2010  
Recording No.: 2010-030342

A copy of which is hereto attached.

6. Any unpaid assessments or charges, and liability to further assessments or charges, for which a lien may have arisen (or may arise); all as provided for in instrument referred to in paragraph 5:

As imposed by: Candy Mountain, LLC

7. Any assessments levied by Summit View Water District, for the year 2014, amounts of which are unavailable at this time.

For more information, please call #509-735-2151

8. We find no open recorded Deeds of Trust as of our current plant date of June 17, 2014. Please verify by inquiry of borrowers if we have overlooked something and advise title department accordingly prior to closing.

9. Pending Action in Benton County Superior Court

Plaintiff: State of Washington  
Defendant: Vince Howard White  
Cause No.: 13-1-01223-9  
Filed: May 22, 2014  
Action to: Action to obtain judgment  
Atty for plaintiff: Benton County Prosecuting Attorney

10. Pending Action in Benton County Superior Court

Plaintiff: Benton County  
Defendant: Vincent White and Bonnie White  
Cause No.: 14-2-01526-4  
Filed: June 12, 2014  
Action to: Foreclose  
Atty for plaintiff: Not disclosed

11. Delinquent general taxes for the year 2011, 2012 and 2014.

Amount: \$4,530.49, \$4,790.46 and \$4,814.50, plus interest and penalties  
Affects: Said premises  
Tax Account No.: 1-0988-304-0000-022

For more information, please call the Benton County Treasurer at #509-735-8505.

**Parties to be Notified:**

- a. Vincent H. White & Bonnie J. White  
15719 Clear View Loop  
Kennewick, WA 99338
  
- b. State of Washington – Prosecuting Attorney  
7320 W. Quinault Avenue  
Kennewick, WA 99336

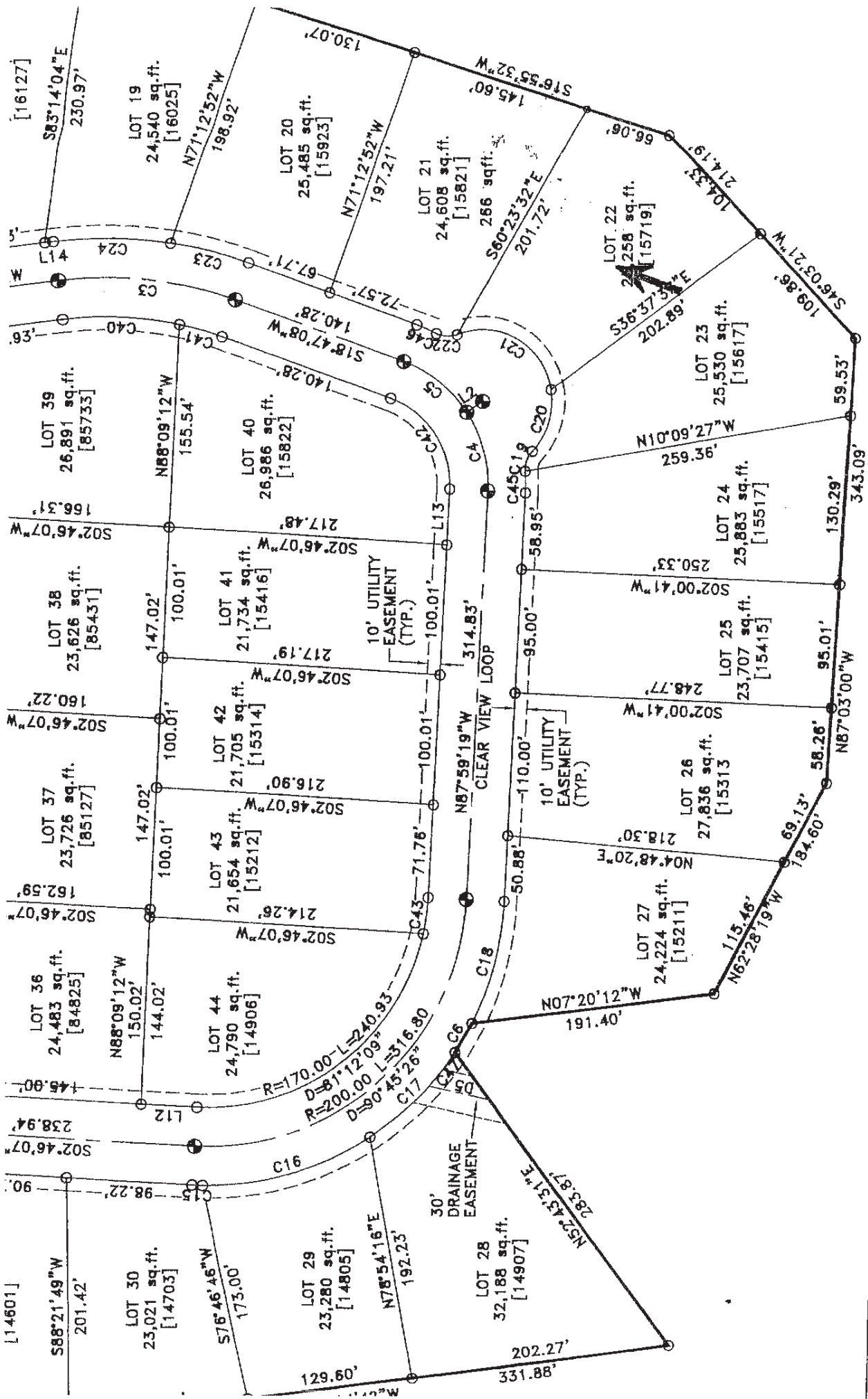
**Notes:**

**NOTE A: Common address purported to be:**

**15719 Clear View Loop  
Kennewick, WA 99338**

**NOTE B: Abbreviated legal description as follows:**

**Lot 22, Summit View Phases 3 & 4**



LOT AREA TABLE

LOT	LOT AREA	>20% AREA	EASEMENTS	USABLE AREA
LOT 1	25085 SF	0 SF	3003 SF	22082 SF
LOT 2	25097 SF	0 SF	3068 SF	22029 SF
LOT 3	25033 SF	0 SF	2820 SF	22213 SF
LOT 4	25053 SF	0 SF	4447 SF	20606 SF


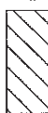

TANGENT CHORD BEARING CHORD DISTANCE

"	65.06'	S78°37'38"E	128.66'
"	39.36'	N87°32'19"E	78.39'
"	70.58'	N05°32'50"E	137.40'
"	33.08'	N73°42'18"E	62.82'
"	33.08'	N37°05'31"E	62.82'
"	13.01'	S60°20'26"E	25.98'
"	29.39'	S06°59'39"E	58.54'

**SURVEYOR'S**  
 "I, JOHN A. BAALMAN, A PROFESSOR  
 HEREBY CERTIFY THAT THE PLAT IS

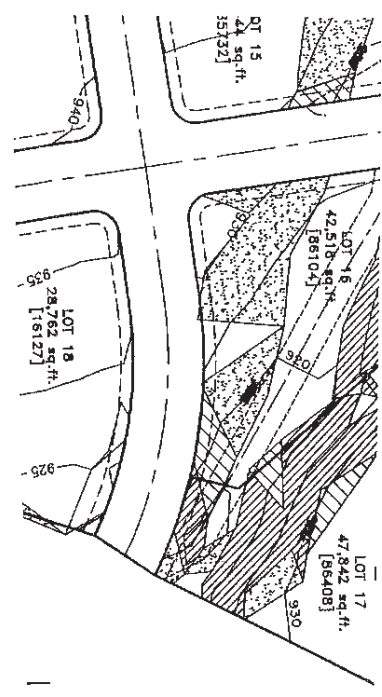
**NOTES**

1. BASIS OF BEARING IS THE PLAT OF SUMMIT VIEW NO. 1, VOL. 14 OF PLATS, PAGE 116, RECORDS OF BENTON COUNTY, WASHINGTON.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED (P) = PLAT
3. O = DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAB 21384".
4. @ = DENOTES FOUND 5/8" REBAR.
5. EQUIPMENT AND PROCEDURES USED: TOPCON GTS 225 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS UTILIZED.
6. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
7. NO BUILDING PERMIT SHALL BE ISSUED UNTIL THE ROADS ARE CONSTRUCTED TO AT LEAST SUBGRADE STANDARDS.
8. NO MAN MADE SLOPES ON THE PROPERTY SHALL EXCEED A RATIO OF 2' HORIZONTAL TO 1' VERTICAL RISE UNLESS THE SITE PLAN HAS BEEN APPROVED BY THE BENTON COUNTY BUILDING OFFICIAL FOR RETAINING WALLS OR SIMILAR STRUCTURES WHICH ARE USED FOR BANK STABILIZATION. (THIS NOTE APPLIES TO LOTS WITH SLOPES THAT EXCEED 10%)
9. PORTIONS OF THIS PLAT ARE LOCATED WITHIN A CRITICAL RESOURCE AREA AS GEOLOGICALLY HAZARDOUS (STEEP SLOPES AND LANDSLIDE). NO BUILDING PERMITS OR FAS PERMITS WILL BE ISSUED ON THESE AREAS UNTIL A DETERMINATION OF CONSISTENCY IS ISSUED FINDING THAT THE SITE AND DEVELOPMENT ARE ASSURED OF CLASSIFIED LONG TERM STABILITY AND STRUCTURAL INTEGRITY. (THIS NOTE APPLIES TO LOTS WITH SLOPES THAT EXCEED 15%)
10. DEVELOPMENT ON SLOPES 15% OR GREATER WITHIN THIS PLAT MUST BE ENGINEERED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON AND SHOWING EXPERIENCE AND KNOWLEDGE IN THE PRACTICE OF SOILS MECHANICS, TO ENSURE SAFETY AND LONG TERM STRUCTURAL INTEGRITY ACCORDING TO THE GEOLOGIC CONDITIONS OF EACH LOT.
11. HILLSIDE DEVELOPMENT STANDARDS SHALL BE UTILIZED FOR LOT DESIGN IN THIS PLAT. AN ENGINEERED FOUNDATION PLAN MUST BE SUBMITTED FOR EACH LOT WITH A SLOPE OF 20% GREATER PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.

12.  = DENOTES SLOPES GREATER THAN 10%.
13.  = DENOTES SLOPES GREATER THAN 15%.
14.  = DENOTES SLOPES GREATER THAN 20%.

15. NO DRIVEWAY SHALL EXCEED A SLOPE OF FOURTEEN (14) PERCENT FROM THE PROPERTY LINE AT THE CURB LEVEL HEIGHT TO THE PARKING SPACE ON THE PROPERTY.
16. FOR LOTS WITH SLOPES OF TWENTY (20) PERCENT OR GREATER: PLOT PLANS, ELEVATIONS, (INCLUDING THOSE SET IN THE FIELD); AND PROFILES MUST BE SUBMITTED TO THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
17. CONTOUR INTERVAL IS 5.0 FEET.
18. AREAS IN EXCESS OF A TWENTY (20) PERCENT SLOPE MAY NOT BE CONSIDERED AS PART OF A LOTS MINIMAL USABLE AREA.
19. BENTON-FRANKLIN HEALTH DEPARTMENT NOTE:  
THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS AND AN APPROVED PUBLIC WATER SUPPLY. HOWEVER, BECAUSE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DEPARTMENT RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE.

FURTHER, BE ADVISED THIS DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONSS/PERCOLATION TEST, AND/OR OTHER REQUIREMENTS AT A LATER DATE.



CONTAINS 28.99 ACRES

**OWNERS' CERTIFICATE/DEDICATION**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON. HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME SUMMIT VIEW PHASES 3 AND 4; DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY DEDICATE ALL ROADS, RIGHT OF WAYS TO THE PUBLIC, AND DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGE AGAINST BENTON COUNTY OR ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASION TO THE LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

*Mark Patterson*  
MARK PATTERSON, AUTHORIZED REPRESENTATIVE OF  
CANDY MOUNTAIN LLC

**ACKNOWLEDGMENT**

STATE OF WASHINGTON } S.S.  
COUNTY OF BENTON }

*Don Swindell*  
AUTHORIZED REPRESENTATIVE  
CASHMERE VALLEY BANK



2007-017481  
Pg: 1 of 1  
06/01/2007 01:48P  
Benton County

AFTER RECORDING MAIL TO: EXCISE TAX PAID

Chicago Title  
636 N. Colorado St  
Kennewick, WA 99336

\$5,706.14  
JN -1 07 K 0 3 1 8 3  
BENTON COUNTY WA

Filed for Record at Request of: Chicago Title

Parcel No.: 1-0988-304-0000-022  
Abbreviated Legal: Lot 22 Summit View Phases 3 & 4  
Full Legal on page 1

CHICAGO TITLE INSURANCE

317783 BTDR

STATUTORY WARRANTY DEED

THE GRANTOR(S)

Sexton Construction, Inc., a Washington Corporation

for and in consideration of Ten dollars and other valuable consideration in hand paid, conveys, and warrants to

Vince H. White and Bonnie J. White, husband and wife

the following described real estate, situated in the County of Benton, State of Washington:

Lot 22, Summit View Phases 3 & 4, according to the Plat thereof recorded in Volume 15 of Plats, Page 299, records of Benton County, Washington.

Subject to easements, covenants, conditions, restrictions, and reservations of record.

Assessor's Property Tax Parcel/Account Number: 1-0988-304-0000-022

Dated: 5/30/07

Sexton Construction, Inc., a Washington corporation

BY: Corlis Sexton  
President - Corlis Sexton

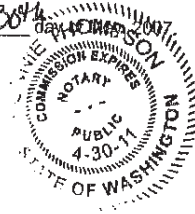
STATE OF Washington

COUNTY OF Benton

I, Bonnie Thompson, a Notary Public of the County and State first above written, do hereby certify that, Corlis Sexton, President of Sexton Construction, Inc., a Washington corporation personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30th day of May, 2007

Bonnie Thompson  
Bonnie Thompson  
Notary Public in and for the state of WA,  
residing at Othello  
My Commission expires: 04/30/07



3



9:17:08 Friday, June 20, 2014

JSM007 DISPLAY DOCKET BENTON SUPERIOR 06-20-14 09:16 7 OF 7  
CASE#: 13-1-01223-9 JUDGMENT# NO  
TITLE: WHITE, VINCE HOWARD/STATE VS  
NOTE1: BCSO/DONOVAN/13-15373  
NOTE2:

SUB#	DATE	CODE	DESCRIPTION/NAME	STATUS: RWAR	DATE: 11/25/2013
031	05 20 2014	AF	AFFIDAVIT OF JAMES EGAN		SECONDARY
032	05 21 2014	MTS	MOTION TO SUPPRESS EVIDENCE		
	05 21 2014	MM	MEMORANDUM TO SUPPRESS		
033	05 22 2014	ORCNTST	ORDER FOR CONTINUANCE: STIPULATED		
	05 22 2014	WVSPDT	WAIVER OF SPEEDY TRIAL		06-19-2014C3
		ACTION	POSS METH		
		ACTION	EVIHRG/3.5/PRETRIAL @ 2:30		
	05 22 2014	NTTD	NOTICE OF TRIAL DATE - RESET		06-30-2014
		ACTION	POSS METH		
		ACTION	JTRIAL		
034	05 22 2014	MTHRG	MOTION HEARING		
		JDG01	JUDGE VANDERSCHOOR/PELLETIER/CCF		

? F1=Help Enter=Process F7=Bwd F8=Fwd PA1=Cancel

40



8:47:06 Tuesday, June 17, 2014

JSM005 DISPLAY NAMES BENTON SUPERIOR 06-17-14 08:47 2 OF 4  
CASE#: 14-2-01526-4  
TITLE: BENTON COUNTY VS TAX CASE 74

CONN.	LAST NAME,	FIRST MI	TITLE	LITIGANTS	DATE
DEF16	WHITE,	VINCENT			
DEF17	WHITE,	BONNIE			
DEF18	SMITH,	ROBIN			
DEF19	KUHLMAN,	ROBERT			
DEF20	KUHLMAN,	FRANCIS			
DEF21	US BANK TRUST-CALIBER HOME LOANS				
DEF22	HERNANDEZ,	GUADALUPE			
DEF23	GAMINO,	DAVID			
DEF24	SOUTHER,	RUBY			
DEF25	THOM,	JEFFREY			
DEF26	SKAGIT INVESTMENT GROUP				
DEF27	SHERWOOD,	JEFF			
DEF28	SIMPSON,	SHIRLEY			
DEF29	WEBB,	PAULA			
DEF30	BEAM,	JUDITH			
DEF31	ASHLEY,	LONNIE			

? F1=Help F5=DspAtty F6=SrcHAtty F7=Bwd F8=Fwd PA1=Can

90-6389

FILED BY

APR 23 3 48 PM '90

AFD:  
WHEN RECORDED, RETURN TO:

*Procto*  
*Lynn Fielding*

John B. Michel  
Renee Michel  
1230 Pump Access Road  
Othello, Washington

BORRIS LAGNER  
BENTON COUNTY AUDITOR

WARRANTY DEED

THIS INDENTURE, made this 18th day of April, 1990, BETWEEN GLACIER PARK COMPANY, a Delaware corporation, whose address is 1011 Western Avenue, Suite 700, Seattle, Washington 98104, PARTY OF THE FIRST PART, and JOHN B. MICHEL, and RENEE MICHEL, husband and wife, as joint Tenants with rights of survivorship, PARTY OF THE SECOND PART;

WITNESSETH, that the said PARTY OF THE FIRST PART, for the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to it in hand paid by said PARTY OF THE SECOND PART, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, warrant and confirm unto the PARTY OF THE SECOND PART, their successors and assigns, forever, the hereinafter described real estate situated in the COUNTY of BENTON, STATE of WASHINGTON, to wit:

TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.

Section 9: All, EXCEPT that portion condemned for State Highway SR 82, in Benton County Superior Court Cause No. 82-2-00552-2

Together with a non-exclusive easement for rights of way open, over and across portions of Sect. 3, 4, & 8, as described in Road Use Agreement and Easement Exchange, No. 33825, dated September 15, 1976, and recorded in the records of Benton County, Washington, in Volume 320, pages 682 through 689, inclusive and as Auditor's Number 719891

90-01793  
\$3060.00

EXCEPTING AND RESERVING, however, to the Grantor, for itself, its successors and assigns, forever, all right, title and interest, legal and equitable, whatsoever, however derived, reserved or held, in and to all geothermal heat and all ores and minerals of any nature whatsoever, including, but not limited to, oil, gas, other hydrocarbons, carbon dioxide, coal, iron, gas occurring in coal formation, industrial minerals, metallic minerals, aggregates, sand, gravel, clay, uranium, rock, including, but not limited to, rock of a unique character (hereinafter "minerals"), in and under or which may be produced from the above-described real estate (hereinafter "Premises"), together with all the right to enter upon the Premises for the purposes of prospecting and exploring for minerals by geophysical, geochemical or other means, and for the purposes of drilling, extracting, operating and working any extraction and processing facilities by any procedures whatsoever, and taking out, removing, carrying away, the tenements, hereditaments and appurtenances. Provided, however, that the Grantees, their successors and assigns, shall be paid just and reasonable compensation for any actual physical injury or damage to the surface of said Premises and to growing crops and timber thereon caused by the exercise of any rights herein reserved. The exercise of such rights by



the Grantor or its successors and assigns shall not be postponed or delayed pending reasonable efforts to agree upon, or have determined, such just and reasonable compensation.

SUBJECT TO all real estate taxes and/or assessments which constitute a lien but are not yet due and payable.

SUBJECT TO all encumbrances, easements, permits, encroachments, leases, licenses, whether recorded or unrecorded, and to zoning and other laws of the State of Washington or of its governmental entities, and federal ordinances and regulations and subject to possible lack of legal access to the premises herein described.

AND SUBJECT TO reservations in the United States Patent to said lands wherein minerals are reserved.

TOGETHER, with all and singular the hereinbefore described Premises, all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rent, issues, and profits thereof; and also all other estate, right, title interest, right of dower and right of homestead, possession, claim, and demand whatsoever, as well in law as in equity, of said PARTY OF THE FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, to have and to hold, all and singular the above-mentioned and described premises unto the said PARTY OF THE SECOND PART, and their successors and assigns forever.

And the said PARTY OF THE FIRST PART, hereby covenants that it will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said PARTY OF THE SECOND PART, their successors and assigns, against all acts and deeds of said PARTY OF THE FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said PARTY OF THE FIRST PART has hereunto set its hand the day and year first hereinbefore written.

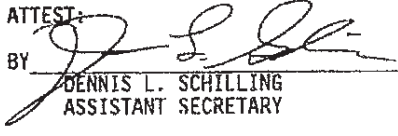
GLACIER PARK COMPANY  
a Delaware corporation

BY

  
LARRY LEOPOLD  
ASSISTANT VICE PRESIDENT

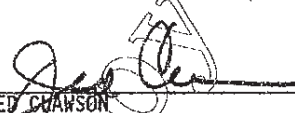
ATTEST:

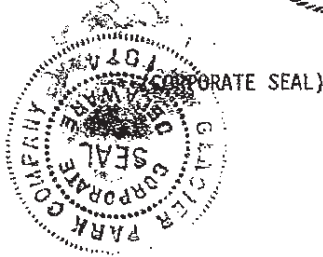
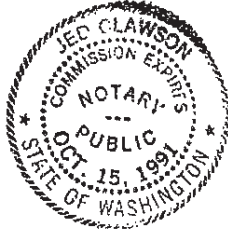
BY

  
DENNIS L. SCHILLING  
ASSISTANT SECRETARY

STATE OF WASHINGTON }  
COUNTY OF KING } SS.

On this 18th day of April, 1990, before me, personally appeared LARRY LEOPOLD and DENNIS L. SCHILLING, to me known to be the ASSISTANT VICE PRESIDENT and the ASSISTANT SECRETARY, respectively, of GLACIER PARK COMPANY, a Delaware corporation, the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath state that they are authorized to execute said instrument on behalf of said corporation.

  
\_\_\_\_\_  
JED CLAWSON  
Notary Public in and for the  
State of Washington  
Residing at: Bellevue, Washington  
My Commission expires: 10-15-91



Unofficial



2006-012158  
Pg: 1 of 15  
04/19/2006 04:02P  
Benton County

AFTER RECORDING RETURN TO:  
CHICAGO TITLE  
636 N COLORADO ST  
KENNEWICK WA 99336

*06-161*  
CHICAGO TITLE INSURANCE

DOCUMENT TITLE(s) (or transactions contained therein):

- 1. Declaration of Covenants, Conditions and Restrictions

REFERENCE NUMBER(s) of documents assigned or released:

GRANTOR(s):

- 1. Candy Mountain LLC

GRANTEE(s):

- 1. Candy Mountain LLC

LEGAL DESCRIPTION:

Summitview Lots Phases 3 and 4

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

Ptn of 1-0988-100-0002-000

**SAGE CREST**  
**Consisting of Summit View Lots**  
**Phases 3 & 4**

**DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTION  
BY CANDY MOUNTAIN, LLC**

This declaration made on the date hereinafter set forth by **CANDY MOUNTAIN, LLC**, hereinafter referred to as "**DECLARANT**" or "**DEVELOPER**".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below, and

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

**ARTICLE I: DEFINITIONS:**

Section 1. "**ASSOCIATION**" shall mean and refer to the Developer, its successors and assigns.

Section 2. "**PROPERTIES**" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.





Section 3. **"COMMON AREA"** shall mean all real property owned by the Association for the common use.

Section 4. **"LOT"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. **"MEMBER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contracts sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. **"DECLARANT"** shall refer to the Developer, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Benton County, Washington, and its described as follows:

Summit View Phases 3 & 4 recorded March 13<sup>th</sup>, 2006 under Auditor's File Number 2006-007661 in Volume 15 of Plats page 299 records of Benton County, Washington.

See "Exhibit A" for full legal description

#### ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Developer during the developmental period, any thereafter to the Association as hereinafter provided: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such as assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and cost of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of the contract purchaser of



such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments the person or the entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignments shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after the said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, and construction, establishment, improvement, repair, and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the tentative establishment and operation of the common properties.

Section 3. Amount of the Annual Assessments. The amount of the annual assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of \$ 150.00 annually per lot. During such time as title to the common property is held by the Developer, assessments shall be paid to the Developer. Upon completion of the Development, the Developer shall convey the common property to a new Association formed by the Home Owners. At that point forward all annual assessments shall be paid to the newly created Association. Said annual assessments may be increased by the Developer or the Association with a written notice of which shall be sent to all owners or contract purchasers not later than thirty (30) nor more than sixty days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may be increased by the Association with the assent of two-thirds (2/3) of the majority of owners or contract purchasers in an amount not in excess of three (3) per cent per year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for purpose of defraying in whole or in part, the cost of any construction, reconstruction repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the owners or contract purchasers who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments under Section 4 of this Article



which are fixed by the Developer or Association, shall be due and payable within 60 days of being notified of such assessment.

Section 5. Date of Commencement of Annual Assessments – Due Dates. As to each particular lot involved, the liability for the annual assessments provided for in Section 3 of this Article shall begin on the first day of possession following the purchase of a lot or after the first day of purchasing a home in Sage Crest. Special assessments under Section 4 of this Article which are fixed by the Developer or Association shall be due and payable within 60 days of being notified of such assessment. The annual assessment will be prorated from the previous January 1<sup>st</sup> of the year the lot or home is purchased.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Water Assessments (Irrigation and Domestic) SUMMIT VIEW WATER WORKS will supply water. Rate assessment will be set by Summit View Waterworks. There will be a water meter hook-up fee of \$1,500.00 per dwelling. Rate assessments and water hook up fees may be changed at the sole discretion of Summit View Waterworks in the event it becomes necessary due to increased water supply cost and maintenance costs.

Section 8. Effect of Non-payment of Assessments – Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of 18 per cent interest. The Developer or the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchaser money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure therefore, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve

such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority
- (c) All common properties; and
- (d) All properties owned by a charitable or non-profit organization from taxation by the laws of the State of Washington.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### **ARTICLE IV GENERAL PROTECTIVE COVENANTS**

Section 1. Resident Character of Property. The term "residential lots", as used herein, means all of the lots now or hereafter platted on the existing property or the additions there.

No structure or building of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than the detached single family dwelling for single-family occupancy only, not to exceed thirty-five feet in height with a private garage for not less than two or more than four standard size passenger automobiles. (Accessory building heights limitations shall not exceed twenty-one feet in height.) The foot print of the building shall not exceed 1,250 square feet. Accessory buildings shall be placed no closer than 10 feet from any side or rear property line and no closer than 30 feet from any front property line. Exterior materials on accessory building must match the exterior of the home.

No house trailers shall be allowed to park on the property. No trailer, boat or unmounted camper shall be stored or parked on the premises other than for loading or unloading or for preparation of use and in no event shall these vehicles be parked on the premises for more than 24 hours.

Section 2. Architectural Review Committee hereinafter referred to as "ARC". No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building plans, specifications, plot plan, landscaping, and fencing plan, showing the nature, shape, height, materials, and location of such building has been approved in writing as to

conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Developer of SAGE CREST, or by a representative designated by the Developer. In the event there is a failure to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Developer of SAGE CREST nor its representatives shall be entitled to any compensation for services performed pursuant to the covenant.

All plans, specifications and plot plans shall be submitted to CANDY MOUNTAIN, LLC (ARC) at the following address:

**CANDY MOUNTAIN, LLC  
17115 S. Grandview Ln.  
Kennewick, WA 99338**

or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Developer or by said committee.

**Section 3. Lot Size. Principal Permitted Uses.** The following uses shall be permitted:

- (a) Single family dwellings
- (b) Limited noncommercial agriculture uses such as vegetable gardens.
- (c) Accessory buildings

**Section 4. Prohibited Uses.**

(a) The following uses and any other use not expressly permitted are prohibited in SAGE CREST, no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats or other household pets are permitted. Owner shall observe and obey laws applicable to the County of Benton, pertaining to care, control and husbandry of animals and pets.

(b) Motorized vehicles shall be prohibited to use the open space and trail system.

(c) Kennels in which any animal is contained permanently. The ARC may allow a "Run". It shall be no less than 480 square feet, using approved fencing material. A dog barking in excess shall be considered a nuisance and shall be controlled by the owner. An unreasonable accumulation of animal waste may be cause for objection due to site and smell, and shall be maintained by the owner



Section 5. Lot and Yard Regulations. The lot and yard requirements for SAGE CREST are as follows:

- (a) Minimum front yard setback shall be thirty feet;
- (b) Anything else must be approved through the ARC

Section 6. Residential Structure. Minimum of thirty feet from the front property line. All setback lines may be changed at the discretion of the ARC.

Section 7. Business and Commercial Use of Property Prohibited. No trade, craft, business or profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, with the exception of the developer or builder maintaining a sales office or model home on the subject property for the purpose of selling property located within the subject area. This covenant is not intended to prohibit a home office for the property owner. Nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked, stored, dismantled, or repaired outside on any residential lot.

No Lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public street or ditches. The removal and disposal of such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings, and other such materials from his property or the streets and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developer informing him of such violation, then the Developer may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer informing him of a violation of this provision, the Developer may have such vehicle removed and charge the expense of removal to said owner or purchaser

in accordance with provisions of removal to said owner or purchaser in accordance with provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the ARC its presence offends the reasonable sensibilities of the occupants of the neighborhoods.

**Section 8. Residential Use of Temporary Structures**

**Prohibited.** No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

**Section 9. Minimum Square Footage.**

The ground floor area of the main structure, exclusive of open porch and garages, shall not be less than one thousand nine hundred (1900) square feet for a one-story dwelling or the top two levels of a multi-level dwelling, nor less than one thousand five hundred (1500) square feet for the ground floor area of a dwelling of more than one story with no less than twenty two hundred (2200) total square feet in a multi-level dwelling. Exterior walls shall be limited to 16 feet flat expanses across the front except for garages up to 24 feet expanses on homes up to 2100 square feet. A minimum of three (3) architectural cuts in front and street-side corner lots. Expanses on houses over 2100 square feet can be changed at discretion of the ARC Committee. In the event, due to unforeseen circumstances, such as underground rock formations, allowances can be made at the total discretion of the ARC (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

**Section 10. Utility Easements.**

The grantors for themselves, their successors and assigns, dedicate easements for public utility easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct and reconstruct and repair sewer lines, domestic and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land affected by said easement.

**Section 11. Date for Completion of Construction.**

Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction. Landscaping shall be completed within six (6) months after completion of dwelling unit. Homes built by builders on a speculation basis must include front yard landscaping prior to final inspection by the Benton County building inspector.

**Section 12. Animals.**

No animal, livestock, 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 and that they shall be kept in numbers or under conditions reasonably objectionable in a closely built up residential community.

Section 13. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot.

Section 14. Mortgage Protected. Nothing herein contained shall impair or defect the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 15. Building Setback and Fence Requirements. No building or structure including a detached garage shall be located nearer to the front line of the lot or nearer to the side street lot line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than thirty (30) feet to the front lot line nor further than fifty (50) feet from the front lot line. No building shall be located nearer than twenty (20) feet to any side street lot line. No building shall be located nearer than ten (10) feet to any non street side lot line (chimney, porches, decks and decorative fences are exceptions). No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except on a side street lot line fences and plantings may be installed on the side street lot line. Nothing shall prevent the erection of a necessary retaining wall, the top of which shall not extend the wall two feet above the finished grade at the back of said retaining wall. However, no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above the ground except with approval of the ARC,

A patio constructed immediately adjacent to the house on any Lot may be enclosed by a fence. Also a fence may be constructed and maintained to enclose a swimming pool.

Fences shall not be constructed of rustic fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. Wood fencing and chain link fencing are not allowed. Approved fencing shall be vinyl, stone, block, brick, stucco, and wrought iron. All fencing plans shall be approved by the ARC before commencement of construction. No radio or television antennas shall be permitted without written approval of the ARC.



The ARC shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

**Section 16. Building and Use Restrictions.**

(a) **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: however, the front exterior elevation shall have no less than 30% brick, stone, or stucco excluding windows and doors unless approved by the ARC. Brick, stone or stucco, where used, shall wrap the corners a minimum of two (2) feet. Cardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted: 4" reveal cottage horizontal lap: 6" full lap: 8 " full lap.

(b) **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 ARC as compatible with a particular design or style, the minimum pitch for roof shall be 6/12. Broken roof lines are encouraged and required. 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.

(c) **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.

(d) **Basketball Equipment:** Basketball backboards shall not be permitted on the roof or walls of the dwelling.

(e) **Driveways and Parking Strips:** All driveways and parking bays shall be constructed of concrete, concrete aggregate, brick, or asphalt unless written approval for the use of some other material is given by the ARC.

(f) **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.

(g) Leasing: The Owners of lots shall have the right to lease their respective lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, 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.

#### ARTICLE V EXTERIOR MAINTENANCE

Section 1. In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to Developer, the Developer, its successors or assigns, shall have the right to enter upon said parcel to repair, maintain, and restore the lot and the exterior of the buildings and other improvements erected thereon after thirty (30) days written notice is given to the owner of any lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 2. Declarant, the ARC or any lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing may be filed as a lien upon such lot. Failure of Declarant, the ARC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

#### ARTICLE VI USE RESTRICTIONS

Section 1. Enjoyment of Property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.

Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 3. Pets. See previous Sections regarding pets.

Section 4. Commercial Activity. There shall be no commercial activity by the owners or contract purchasers within the properties of this development.

Section 5. Edge of Road Requirements. All Lot owners shall be required to landscape and maintain the Lot from the edge of the pavement to the lot front line or the lot side line of their lot. Landscaping from the edge of the road will consist of covering the area with basalt rock in the approximate diameter of 1 to 3 inches and will be maintained by the owner. The area will be kept free from weeds and debris by the lot owner. The ARC may without liability to itself spray the rocked areas for weeds. Any variation from the above must have the express approval of the ARC. All driveway bar ditches must have galvanized culverts to Benton County specifications.

Section 6. Excessive Water Run-off. Excessive water run-off is the responsibility of the lot owner to control and maintain.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Developer, and each owner or contract purchaser of a lot or lots subject to this law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration: Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be owner of a lot or lots subject to his declaration. Failure of the Trustee, the Developer, or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants of restrictions of judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind with the land, and shall inure to the benefit of and be enforceable by the Trustee, the owner or contract purchaser of any lot

subject to this declaration, including the Developer, their respective legal representatives, heirs, successors, and assigns for a term of 30 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 65 per cent of the property described here in Article II shall be filed with the Benton County Auditor.

The covenants and restrictions of this declaration may be amended during the first 30 year period by an instrument signed by not less than the owners or contract purchasers than owning 65 per cent of the property described in Article II here in and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 65 per cent of the property described in Article II here in Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4. Owner Agreement. Each lot or home buyer acknowledges by his/her signature that he or she has read the covenants, conditions and restrictions and find them reasonable shall comply with them, and also acknowledges and understands that the developer, their successors and assigns owns adjacent land in addition to the land which is subject to the Declaration of Covenants and that all such property is planned for future development of an urban nature including but not limited to single family and multiple family residence. Other development of an urban nature may also occur including but not limited to such uses as churches, parks, schools and retirement homes. Buyer agrees that developer has the full right to develop such land according to developer's plans. Buyer agrees not to take any action opposing such development plans.

Return Name and Address:  
Chicago Title  
636 N Colorado ST  
Kennewick WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Amendment To Covenants Conditions, and Restrictions Phases 3 & 4
Grantor(s)(Last name first, first name, middle initials): 1. Candy Mountain LLC 2. 3. 4. Additional names on page _____ of document.
Grantee(s)(Last name first, first name, middle initials): 1. To the Public 2. 3. 4. Additional names on page _____ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)  Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released: 2006-012158 Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number: <u>(MUST HAVE 15 DIGITS)</u>  Property Tax Parcel ID is not yet assigned. Additional parcel numbers 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.

2010-030342 Page 2 of 5  
10/18/2010 11:16:01 AM

to Robert Silvestro <tilebob@gmail.com>

cctbouchey@cbtabs.com,  
steve.kay@sierramortgageinvestments.net,  
Laura Harris-Hodges <L.Harris@cbtabs.com>,  
twhodges@gmail.com

date Mon, Oct 18, 2010 at 6:49 AM  
subject Revised CC&R's for Sage Crest in Summit View Phase 3 & 4

hide details 6:49 AM (3 hours ago)

Bob:

We own 24 lots in Summit view located in Sage Crest Phase 3 & 4. They are listed as follows: Lots 1-5, Lots 7 & 8, Lots 10-14, Lots 16 & 18, Lots 29-31, and lots 36-40, and lots 43 & 44.

As the co-managing partner of Frokaykel LP I have reviewed the language below proposed to amend the CC&R's for Sage Crest in Summit View Phase 3 & 4 and "approve" the proposed amendment.

The following amendment shall be accepted and recorded in Benton County to alter the SAGE CREST consisting of Summit View Lots Phases 3 & 4 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION.

#### ARTICLE IV GENERAL PROTECTIVE COVENANTS

##### Section 1 paragraph 3:

No house trailers shall be allowed to park on the property. No trailer, boat or un-mounted camper shall be stored or parked on the premises other than for loading or unloading or for preparation of use and in no event shall these vehicles be parked on the premises for more than 24 hours.

Revised:

#### ARTICLE IV GENERAL PROTECTIVE COVENANTS

Section 1 paragraph 3: will include the following statement:

No house trailers shall be allowed to park on the property. Campers trailers or other vehicle used exclusively for recreational purposes, motor homes, boats used for recreational purposes or motorcycles may be stored on a Lot, provided that such vehicles on a Lot shall at all times be parked adjacent to the garage portion of each Dwelling and to be screen from view with a fence and/or gate. No vehicle shall be parked overnight on

any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than seventy-two (72) hours.

Sincerely,  
Jack Frost  
President  
SMI Eco-Fund / Design-It Homes  
916-616-7962 Cell  
916-671-8831 Fax  
[jack.frost@sierramortgageinvestments.net](mailto:jack.frost@sierramortgageinvestments.net)



The following amendment shall be accepted and recorded in Benton County to alter the SAGE CREST consisting of Summit View Lots Phases 3 & 4 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION.

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The following SAGE CREST homeowners, developers, and builders agree to add this amendment to the Covenants, Conditions, and Restriction.

Print Name Candy Mountain LLC by Kirk A. Pelt  
Street Address Lot 17, Phase 3+4, Summit View Plat, Benton County, Washington  
Signature of Owner: Kirk A. Pelt

Print Name Ben Record  
Street Address 15617 S Clear view lp  
Signature of Owner: Ben Record

Print Name Ray Teller  
Street Address 15416 S Clear View lp  
Signature of Owner: Ray Teller



The following amendment shall be accepted and recorded in Benton County to alter the SAGE CREST consisting of Summit View Lots Phases 3 & 4 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION.

**ARTICLE IV GENERAL PROTECTIVE COVENANTS**

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Revised:

**ARTICLE IV GENERAL PROTECTIVE COVENANTS**

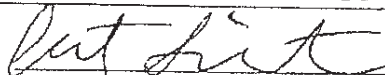
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The following SAGE CREST homeowners, developers, and builders agree to add this amendment to the Covenants, Conditions, and Restriction.

Print Name Robert Silvestro

Street Address 15313 Clear View Loop Kennewick, WA

Signature of Owner: 

Print Name Bonnie White

Street Address 15719 Clear View Loop Kennewick WA

Signature of Owner: 

Print Name Kudd McClary

Street Address 15321 Clear View Loop Kennewick, WA

Signature of Owner: 