

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS, & COMFORT, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND USE RESTRICTIONS
FOR WILD CANYON**

Reference numbers of related documents: 1994-018376, 2001-021610, 2003-061197, 2005-026398, 2005-030827, 2007-022828, and 2015-030743

Grantor: North Stone Richland, LLC

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: A Portion of the South Half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington.

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Number: _____

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P. assigned its interest as Declarant under the aforesaid Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community to North Stone Richland, LLC, by Assignment of Interest of Declarant

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of Horn Rapids Master Planned Community dated the 19th day of August, 2005 and recorded with the office of the auditor of Benton County, Washington, on the 9th day of September, 2005, under Recording No. 2005-030827; and

WHEREAS, North Stone Richland, LLC desires to create restrictive covenants applicable to a portion of Horn Rapids, known as Wild Canyon subdivision in order to place use and building restrictions upon the subject property, in addition to the restrictive covenants set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, and the amendments thereto.

NOW, THEREFORE, North Stone Richland, LLC hereby covenants, agrees, and declares that all of Wild Canyon subdivision, as defined herein, and the structures, buildings and improvements hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots within Wild Canyon and for the benefit of the Owners thereof, their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Wild Canyon subdivision or any part thereof, and shall inure to the benefit of the Owners thereof and are intended to be and shall be in all respects be regarded as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1. Except as stated in Section 1.2, the Definitions set forth in Article 1 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under recording No. 94-18376, are hereby incorporated herein by reference.

Section 1.2. The Property shall mean Wild Canyon subdivision, being that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof in accordance with Article 2 of the aforementioned Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community.

ARTICLE 2

USE COVENANTS, CONDITIONS, AND RESTRICTIONS

Section 2.1. Master Declaration. In addition to the covenants, conditions, and restrictions contained herein, the Property is also subject to the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376 (the "Master Declaration"), and all subsequent amendments thereto.

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Section 2.2. Approval of Building Plans. All building plans shall be submitted to the Initial Construction Committee (ICC) for required approvals before construction begins. After a Living Unit or other improvement is constructed, completed and sold, the Architectural Control Committee (ACC) shall govern and enforce the building restrictions set forth: 1) in this document, 2) in the Master Declaration, or 3) any other documents, rules or regulations adopted by the Declarant, or the Horn Rapids Master Homeowners Association pursuant to the Master Declaration or this document.

Section 2.3. Single Story Construction. All Living Units constructed on Wild Canyon Phase 1, Lots 54 through 59, as depicted on Wild Canyon Phase 1, Benton County Future Plat (see attached Exhibit A-1) shall be no more than one story high, and no more than twenty (20) feet in height above finished floor elevation. No dormers or windows are permitted in the roof, above plate height, on the rear of the Living Units.

Section 2.4. Single Family Living Units. All Living Units on the Property shall be designed and intended for use and occupancy as a residence by a single family. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the Wild Canyon subdivision. No duplexes, threeplexes, fourplexes, townhomes, or any other multi-family Living Units are permitted within Wild Canyon. “Zero lot line” construction is also prohibited.

Section 2.5. Restrictions as to Materials for Exterior Construction. Exteriors of all buildings and structures shall be constructed as follows:

- (1) All Corner Lots (Wild Canyon Phase 1, Lots 18, 25, 39, 49, 50, 54, 58, 60, 66; and Wild Canyon Phase 2, Lots 22, 29, 30, 38, 39 and 40, [see attached Exhibit A-1]) shall be stucco, with optional masonry accents allowed. Front elevation stucco trim around doors and windows on these Lots shall be 4” minimum width and contain details of contour elements such as flutes, sills, curves, or raised areas. Examples are available from ICC and/or ACC: Catalog of Foam Shapes, pages 1, 2, 3, 4, 6, 9, 18, 19. ICC submittals must include examples of Stucco Trim Details. Flat plain trim will not be allowed on Corner Lots.
- (2) All other Lots shall require buildings and structures to be stucco and/or lap siding, brick, stone or masonry product. If lap siding is used, the front of the home shall have a minimum of 7% coverage of, brick, stone or masonry, (no tile or slate). The 7% of total sq. ft. is without subtracting areas for doors, windows. Front elevation shall include entry door side of garage, all inset porch or entry areas covered or not. Only the side of columns facing the street frontage will count toward 7% minimum. A full stucco front with 2ft wrap, with window/door trim may be optional of masonry. No board and bat, no vinyl siding, no plywood, No

T-1-11 or 4x8, No 2x8 sheet siding, however stucco board will be allowed in gable areas with trim pieces covering seams on 48" centers only. No trim allowed every 24" or 16" O.C.

- (3) All Corner Lot houses with Stucco exteriors shall require Stucco Trim Details as described above on side street elevations. Example: If Stucco Exterior, Stucco Trim Details shall apply to door and windows on house elevations facing side streets.
- (4) On any stucco exterior elevation that does not have doors or windows, bellybands and or vertical accents may be required.
- (5) For lap siding exteriors on Corner Lots, houses with gables facing side streets shall use other siding material above ceiling plate height such as: fiber cement simulated hardi-shake siding material and/or accent material such as stucco, belly band, vents etc. (The intention is to avoid continuous lap siding from the foundation to top of gables without breaks/accents.)
- (6) Exterior Colors – Shall be desert earth tones that must be approved by ICC. No bright colors of blue, yellow or red shall be allowed.
- (7) Roofs – Shall be architectural composition 30, 40 or 50 year and Weatherwood color only, unless approved by ICC. High Profile Ridge Caps shall be installed on ridges. Builders may use the vented ridge caps for venting instead of metal roof vents.
- (8) Street Trees – The two (2) required front yard street trees shall be selected from the approved ICC/ACC list and must be planted within 6 feet of the sidewalk to qualify.
- (9) No elevation changes to the original finished grade (before home Construction begins) above 12 inches are allowed without ICC or ACC Approval.
- (10) Retaining Walls – Retaining wall plans must be submitted for review and approval by the ICC or ACC before any work is to begin on retaining wall construction. ONLY Brown/Tan straight split face or tapered split face keystone type blocks shall be used for side yard or front yard retaining walls. No gray/grey blocks will be approved. EXCEPT, for any retaining walls built on Lots adjacent to the golf course, where the retaining wall is built parallel to the golf course, and within ten (10) feet of the golf course, the retaining wall must be constructed of rock columns or stacked stone.
- (11) Fences – All fences Shall be Vinyl, Cedar Wood or Open Rail Black Metal as described in the Home Owners Master Association Architectural Controls-

GUIDELINES, CRITERIA AND PROCEDURES and as further described below:

- Vinyl Fences shall be made of double wall extruded vinyl, co-extruded with Titanium Oxide (TiO₂) UV inhibitor (12 parts), minimum 1/8 in. wall thickness. Color for posts, rails and tongue-and-grooved insert panels (boards) shall be "Weathered Cedar" by Kroy manufacturing and rated for 100 mph wind load. Maximum overall height of 6 feet using 5" x 5" posts, with 2" x 6" top rail and 2" x 6.5" bottom rails, 1" x 8" tongue-and-grooved insert panels (boards). No Lattice. This quality of vinyl fence typically has a 25 year or Lifetime warranty.
- Cedar wood, neighborhood friendly, with 1"X4" Cedar trim cover on metal post. All wood fences shall be constructed in accordance with the plans, specs and photo's attached. The (3) runners and top rail shall be fir.
- Color – All wood fences shall be painted using solid stain; color is Sherwin Williams Downing Earth SW#2820
- Solid Fence maximum Height - 6ft, unless a swimming pool is installed at which time the fence shall meet applicable codes.
- Fences constructed on rear or side lot lines, that are adjacent to common areas or parks may be the cedar wood, vinyl fence or open rail black metal fence
- Open rail black metal fences shall be of an open design as follows:
 - Post shall at intervals of no less than six feet (6') and no greater than ten feet (10') on center except for terminations at corners, gates or structures.
 - Post shall be no greater than six inches (6") in any directions.
 - All fence pickets shall be vertical.
 - Fence pickets shall be no greater than two inches (2") and no less than three quarter inch (3/4") in any dimension.
 - Black Wrought or Tubular Iron Fencing will be required.
 - Openings are required adjacent each vertical picket. The opening shall not exceed four inches (4") or be less than two and one half inches (2 1/2") in width.
 - Only two horizontal support members are permitted. The horizontal support member shall not exceed four inches (4") in any direction

(12) The Initial Construction Committee and the Architectural Control Committee shall

not approve the design of any building or structure that does not comply with these restrictions, unless agreed to in writing.

Section 2.6. Setbacks. The Initial Construction Committee must approve building plans and setbacks from the property line prior to construction. The ICC discourages more than (1) one home out of every two (2) consecutive lots, within eighteen (18) feet of the front property line. One (1) home out of every two (2) consecutive lots must have a twenty (20) foot minimum front setback to garage. Front setback is fifteen (15) feet to front of living area, eighteen (18) feet to front of garage, six (6) foot side yard setback, and twenty (20) foot rear yard setback. City code prohibits three (3) plans with same elevations in a row, for this zoning. The Initial Construction Committee shall not approve the design of any building or structure that does not comply with these restrictions.

Section 2.7. Setback Building Restrictions. For all lots adjacent to the golf course, and Lots 61 through 65 in Wild Canyon Phase 1, (see attached Exhibit A-1), nothing shall be built within 20 feet of the rear property line, except:

- (1) Open rail black metal fences, four (4ft.) or less in height, that afford a non-obstructed view will be considered. No solid fences will be allowed beyond the limits of the house. Fences along the golf course boundaries must have an unlocked gate to permit golfers to retrieve their golf balls.
- (2) Awnings and roof decks, whether permanently attached or detached to living units, and the columns supporting the same, may be constructed within the 20 foot rear yard setback only if; (1) approved by the City of Richland building department; (2) the largest cross sectional dimension of the column is less than 12 inches; (3) the roof and all other structural members and other elements fixed thereto are at a height greater than 9 feet above the MEDIAN elevation of the adjacent curb of each respective lot; and (4) The awning or deck roof extends no more than 16 feet from the exterior wall of the living unit. Awnings and deck roofs must be approved in advance by the ICC or the ACC.
- (3) No continuous or solid hedge shall be grown, cultivated, allowed or maintained in the 20 foot rear yard setback with a height in excess of 24 inches above the MEDIAN elevation of the curb adjacent to each respective lot.

Notwithstanding the foregoing, no "view protection" shall be implied within these covenants with respect to the setback restrictions.

Section 2.8. Landscape Easements.

- (1) Lots 54 through 57 and Lot 59 in Wild Canyon Phase 1 contain a Landscape Easement granted to the HOA. The Landscape Easement is depicted on the Plat. Lot owners are restricted from encroaching upon the Landscape Easement to

construct any retaining walls, fences, structures of any kind, plant shrubs or trees without written approval from the ACC. No persons or pets shall be permitted to enter Landscape Easement (slope areas) due to the sensitive erosion characteristics of the property within the development. Any damage caused as a result of entry on the Landscape Easement shall be professionally repaired at the expense of the Lot Owner and the trespassing party. The Horn Rapids Master Homeowners Association shall have the right to supervise and approve the repairs described herein. **No work, construction, landscaping, fill material, or any other entry or access may be made upon any Lot beyond the actual physical toe (bottom) of slope, as it exists in fact (which may differ from, and should not be confused with, the toe (bottom) of slope depicted on future Plat) without written permission from the Declarant during the Development Period, or from the Horn Rapids Homeowners Association thereafter.** HOA shall maintain the vegetation of landscaping Easement to prevent Plants, Shrubs and Trees from interfering with the Views of Lots above the Easement areas.

- 2) Lots 5 through 17 in Phase 2, contain a Landscape Easement granted to the HOA. The Landscape Easement is depicted on the Plat and is generally known as the sloped area at the rear of Lots mentioned. Lot owners are restricted from encroaching upon the Landscape Easement (beyond crest of slope) to construct any retaining walls, fences, structures of any kind, plant shrubs or trees without written approval from the ACC. No persons or pets shall be permitted to enter Landscape Easement due to the sensitive erosion characteristics of the property within the development. Any damage caused as a result of entry on the Landscape Easement shall be professionally repaired at the expense of the Lot Owner and the trespassing party. The Horn Rapids Master Homeowners Association shall have the right to supervise and approve the repairs described herein. **No work, construction, landscaping, fill material, or any other entry or access may be made upon any Lot beyond the actual physical crest (top) of slope, as it exists in fact (which may differ from, and should not be confused with, the crest (top) of slope depicted on future Plat) without written permission from the Declarant during the Development Period, or from the Horn Rapids Homeowners Association thereafter.** HOA shall maintain the vegetation of landscaping Easement to prevent Plants, Shrubs and Trees from interfering with the Views of Lots above the Easement areas.

Section 2.9. Secondary Emergency Vehicle Access (SEVA). A SEVA is depicted on the future Wild Canyon Plat between Lots 38 & 39 in Phase 1. This Access Driveway will be dedicated to the developer and provide for a temporary Easement to the City of Richland. However, upon approval of the City of Richland to remove the SEVA Driveway the developer will dedicate/transfer the tract of land to the owner of Lot 38. The Lot 38 owner will be responsible for making landscape improvements and remove gravel driveway in a manner approved by ACC to deny Public or Private access to the Golf Course.

ARTICLE 3

ENFORCEMENT

Section 3.1. Right to Enforce. The Horn Rapids Homeowners Association, Board, Declarant, or any two (2) Owners acting in concert, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.2. These covenants may be enforced as set forth in the in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, and the rules and regulations promulgated pursuant thereto.

Section 3.3. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 3.4. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of Grayhawk, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 4

AMENDMENT AND REVOCATION

Section 4.1. Amendment by Declarant. Declarant may, during the Development Period, amend this Declaration on its sole signature. This Declaration may also be amended by an instrument executed by the Horn Rapids Homeowners Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of the Owners (except Declarant) having eighty-five (85) percent of the Lots identified in the Wild Canyon subdivision; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant.

Section 4.2. Effective Date. Amendments shall take effect only upon recording with the
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Office of the Benton County Auditor or any successor recording office.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether the same or any other covenant, condition or restriction.

Section 5.2. Attorney's fees. In the event of a suit or action to enforce any provision of this Declaration, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suite or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 5.3. No Abandonment of Obligation. No Owner, through his nonuse of any Common Area, or by abandonment of his Lot or Living Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 5.4. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 5.5. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 5.6. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Horn Rapids Homeowners Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices to Owners and the Horn Rapids Homeowners Association shall be addressed to the last known address of the addressee. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Horn Rapids Homeowners Association designate such other place or places or individuals for the receipt of future Notices. If there is more than

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one Owner of a Lot, Notice to any one such Owner shall be sufficient. Notice to the Declarant shall be sent to the Horn Rapids Homeowners Association.

Section 5.7. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

NORTH STONE RICHLAND, LLC

By: _____
Stew Stone, Member

By: _____
Ronald R. Bochsler, Managing Member of
Santiam Development Company, LLC as a member of
North Stone Richland, LLC

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STATE OF _____)
) §
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

STATE OF _____)
) §
COUNTY OF _____)

On this _____ day of _____, 2018, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

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A PORTION OF THE SOUTH-HALF OF THE SOUTHEAST QUARTER AND THE EAST
HALF OF THE SOUTHWEST QUARTER OF SECTION 20, T10N R28E, WILLAMETTE
MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

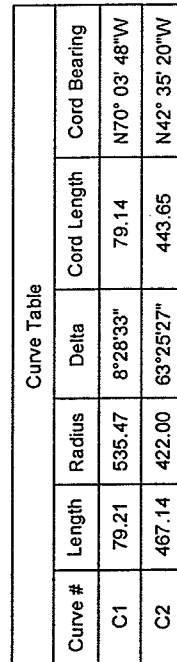


EXHIBIT A

WILD CANYON PHASE 1 & 2 PERIMETER LEGAL DESCRIPTION

A parcel of land lying in a portion of the South-half of the Southeast quarter and a portion of the East-half of the Southwest quarter of Section 20, Township 10 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 20 as shown in Horn Rapids Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, page 171, Records of Benton County, Washington;

Thence North 00°36'46" East along the West line of the Southeast quarter of said Section 20 for a distance of 283.29 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence leaving the West line of the Southeast quarter of said Section 20, North 87°48'16" East, 169.13 feet;

Thence North 75°42'59" East, 608.25 feet;

Thence South 78°01'13" East, 833.29 feet to the most Westerly Southwest corner of Lot 20, Eaglewatch, according to the Plat thereof, recorded in Volume 15 of Plats, page 306, Records of Benton County, Washington;

Thence North 44°42'08" East along the Westerly boundary of said Lot 20 (15-306) for a distance of 83.24 feet to the Westerly right-of-way line of Village Parkway, said point being 42.00 feet Westerly of the centerline thereof, when measured radially;

Thence leaving the Westerly boundary of said Lot 20 (15-306) along the Westerly right-of-way line of said Village Parkway the following courses:

Thence Northwesterly along the arc of a 535.47 foot radius, non-tangent curve to the left (the radius of which bears South 24°10'28" West) through a central angle of 08°28'33" for an arc length of 79.21 feet (the long chord of which bears North 70°03'48" West, 79.14 feet);

Thence North 74°18'04" West, 8.79 feet;

Thence Northwesterly along the arc of a 422.00 foot radius, tangent curve to the right (the radius of which bears North 15°41'56" East) through a central angle of 63°25'27" for an arc length of 467.14 feet (the long chord of which bears North 42°35'20" West, 443.65 feet);

Thence North 10°52'37" West, 46.08 feet to the Southwest corner of the Village Parkway Extension easement as described under Benton County Auditors File No. 2002-028630, Records of Benton County, Washington;

Thence leaving the Westerly line of said Village Parkway, North 85°53'49" West, 192.64 feet;

Thence North 61°58'50" West, 358.65 feet;

Thence North 77°12'20" West, 445.05 feet;

Thence North 70°47'09" West, 969.21 feet;

Thence South 43°46'00" West, 274.33 feet;

Thence South 04°19'35" West, 308.96 feet;

Thence South 23°28'27" East, 571.21 feet;

Thence South 80°22'52" East, 179.53 feet;

Thence North 87°48'16" East, 426.47 feet to the **TRUE POINT OF BEGINNING**
and the end of this legal description.

Containing 33.31 acres, more or less.

TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and
restrictions apparent or of record.