

AFTER RECORDING PLEASE RETURN TO:

ALBERT COKE ROTH, III  
8836 GAGE BLVD, SUITE 204A  
KENNEWICK, WA 99336

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MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
RIVER VIEW POINTE ESTATES, A RESIDENTIAL COMMUNITY

1. PARTIES.

Grantor: River View Pointe, LLC, 8836 Gage Blvd, Suite 201A, Kennewick, WA 99336

Grantee: River View Pointe, 8836 Gage Blvd, Suite 201A, Kennewick, WA 99336

2. LEGAL: Parcel A: Ptn of NW 1/4 of NE 1/4, Section 25, T9N, R28E, W.M., Benton County, Washington.  
Parcel B: Ptn of SW 1/4 of NE 1/4, S 25, T9N, R28E, W.M., Benton County, Washington

3. PARCEL NO. 1-2598-100-0014-002  
1-2598-400-0002-003  
1-2598-100-0013-000

AFTER RECORDING RETURN TO:

ALBERT COKE ROTH III  
ATTORNEY AT LAW  
8836 Gage Blvd, Suite 204A  
Kennewick, WA 99336

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MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
RIVER VIEW POINTE, A RESIDENTIAL COMMUNITY

**THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (“Declaration”) is made by River View Pointe, LLC, a Washington limited liability company (“Developer”) to set forth, among other things, provisions which will subject River View Pointe (“Development”) located in Richland, Benton County, Washington, to certain covenants, conditions, restrictions, and other provisions. The Development is legally described in the attached Exhibit “1” and incorporated herein by this reference as if fully set forth.

**NOW, THEREFORE, THE DEVELOPER HEREBY DECLARES** that all of the Lots described herein, and legally described in attached Exhibit “1”, shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, and further subject to all matters of water and water rights, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of all of the Lots in the Development. These Protective Covenants, as hereafter defined, shall run with the Lots of real property, and shall be binding on all parties having or acquiring any right, title or interest in one or more of the described Lots, and shall inure to the benefit of each present and subsequent Owner thereof.

ARTICLE I. DEFINITIONS

All terms, words or phrases shall carry their plain and normal meaning unless otherwise defined in this Declaration or have a special meaning in the context of real property law.

1. “Alley Lot” means those lots that have adjacent Alleys in the Development legally described as the Plat of River View Pointe, Tracts D, E, F and G, City of Richland, Benton County, Washington.

2. "Architectural Control Action" means any action taken by the Board, or any appointed committee thereof, to enforce the architectural guidelines, covenants and restrictions of this Declaration or to grant Approvals of Exceptions.

3. "Association" means River View Pointe Homeowners Association, a Washington non-profit corporation, its successors and assigns, initially governed by a Board under Developer Control (*see Board of Directors definition*). After the Developer relinquishes control, the members shall annually elect Owners or Contract Purchasers as the Board of Directors in accordance with the Bylaws. The Board of Directors shall adopt and amend bylaws to govern the Association.

4. "Association Property" means the property legally described and depicted on Exhibits 1 and 2, identified above as Alley Lots (Tracts A, B, C, D, E, F & G), subject to Article III, Section 2, and shall mean all cul de sac planters likewise identified on Exhibits 1 and 2.

5. "Board Action" means action taken by the Board of Directors or any appointed Committee, including Architectural Control Action.

6. "Board of Directors" or "Board" shall mean those Owners duly elected by the Membership to conduct Association business. Provided, however, that the Developer's Board of Directors shall be Paula Butterworth, Michael Butterworth and Thomas R. Masterson, Jr. and shall control the Development and all Board Action and Architectural Control Action. After Developer sells the eightieth (80th) Lot, one of the Developer's Board shall retire (*selected by Developer*) and the Owners shall elect an Owner to fill such vacancy. After Developer has sold the one hundred twentieth (120th) Lot, one of the Developer's Board shall retire and the Owners shall elect another Owner to fill such vacancy. After Developer has sold the one hundred fortieth (140th) Lot, or upon the earlier voluntary resignation of Developer, the Owners and Contract Purchasers entitled to vote shall elect only Owners to be the Board of Directors of the Association in accordance with the Bylaws, Developer's control shall irrevocably cease and Developer shall be unconditionally released from any duty or liability thereafter. In the event of a Board Member vacancy, the Developer shall appoint a person to the Board in accordance herewith.

7. "Declaration" means this Declaration and including any amendments thereto that have been recorded in the property records of Benton County, Washington.

8. "Home" means the single family dwelling used solely for residential purposes which may not be a mobile, modular or manufactured home, by whatever name, and must comply with all Protective Covenants and Restrictions contained in this Declaration.

9. "Lot" means any parcel of real property within the Development legally described on attached Exhibit "1" and recorded as the Planned Unit Development Plan of River View Pointe, which is depicted on the attached Exhibit "2", a recorded Planned Unit Development Plan, hereby incorporated herein by this reference. A Lot may or may not have improvements (*i.e. Home*) constructed on it by Developer.

10. "Owner" shall mean the record owners, whether one or more persons or entities, of a fee simple title to any Lot (*with or without a Home*) within the Development, including Contract Purchasers (*a person or entity that is purchasing a home or lot from Developer or another Owner*), but excluding those having such interest merely as security for the performance of an obligation. Owners shall be responsible for all acts and omissions of licensees, invitees and family.

11. "Protective Covenants" mean collectively all of the easements, covenants, conditions, restrictions, reservations, consensual liens, requirements, charges, grants, matters relating to water and water rights and other terms and conditions of this Declaration.

## ARTICLE II. MEMBERSHIP IN THE ASSOCIATION

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (*or of an assignment of a Contract Purchaser's interest in*) any Lot, the membership in the Association shall automatically be deemed to be transferred to the Grantee, Contract Purchaser, or new Contract Purchaser, as the case may be. Ownership of any such Lot or Lots shall be the sole qualification for Membership. The voting Membership shall be all the Owners (*or their designee of record*). Owners shall be entitled to one (1) vote for each Lot in which they hold the interest. Developer shall have two (2) votes for every Lot held by Developer. In addition to all other remedies, and not in limitation thereto, any Owner violating any provision of this Declaration shall be denied voting rights until such time that the violating Owner complies with all sections of this Declaration. The Association shall be governed by the Articles of Incorporation, Bylaws and any Rules and Regulations promulgated by the Board.

## ARTICLE III. MAINTENANCE OF ASSOCIATION PROPERTY/POWER OF ASSESSMENT/POWER TO OWN PROPERTY

1. Maintenance of Association Property. Developer shall maintain all Association Property until the fiftieth (50<sup>th</sup>) Lot is sold to a third party at Developer's expense. After the fiftieth (50<sup>th</sup>) Lot is sold to a third party, the Owners shall pay a Ten Dollar (\$10.00) per month per Lot paid annually Lot Assessment toward such maintenance and the Developer shall pay the remaining amount necessary to properly maintain the Association Property, if any (*without reserves*). After the one hundredth (100<sup>th</sup>) Lot is sold to a third party, the Owners shall pay the entire amount necessary to maintain the Association Property.

2. Assessment. The Board may, upon not less than a seventy five percent (75%) majority vote, assess any Owner or Owners to enforce the Protective Covenants of this Declaration and may assess the Owners in order to acquire, develop, construct, improve and maintain Association Property, or for other projects that the Association feels will benefit the Development, or build reserves, or to administer Association Business (*including the enforcement of the Protective Covenants of this Declaration*). Assessments shall be levied pro-rata per Lot of all Lots in the entire Development [*unless otherwise provided herein*]. All unpaid Assessments shall constitute

consensual real property liens upon which the Association may foreclose and exercise all other remedies at law or in equity.

3. Association Property. The Developer shall convey and the Association shall acquire fee simple absolute ownership of all common areas, if any, that lie within the Development and are not part of any Lot and all improvements thereon, including but not limited to fences and fixtures, subject to all easements, covenants, conditions and restrictions of record and matters relating to water and water rights. The Association may acquire, develop, sell and maintain any additional property upon seventy five percent (75%) majority vote of the Members. The Association shall maintain all Association Property except Alleys and Alley Fences with Association funds collected by the Association from all the Owners in the Development. When special or routine maintenance is necessary on the Alleys or Alley Fences, the Association shall allocate such additional expense by way of Special Assessment to all Lots that are Alley Homes.

#### ARTICLE IV. PROTECTIVE COVENANTS AND USE RESTRICTIONS

The interpretation and enforcement of these Protective Covenants shall be administered by Board Action.

1. Enjoyment of Property. The Owners shall use their respective Lots to their enjoyment in such a manner so as to not offend or detract from other Owners' enjoyment of their own respective Lots.

2. Residential Character of Property. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any Lot other than the Homes.

3. Manufactured Homes Prohibited. Erection of a manufactured home, mobile home, or modular home (*by whatever name*) on any Lot is expressly prohibited.

4. Architectural Control. The Board may, in their respective discretion, appoint and delegate its architectural control function to a committee to make Architectural Control Action. Notwithstanding the guidelines set forth in Sections 4, 5, 6, 7, and 8, and other sections of this Declaration, no Home shall be erected, placed, or altered on any Lot until the building plans, specifications, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such Home have been approved in writing by Board Action as to conformity and harmony of external design with existing Homes, and as to location of the Homes with respect to topography and finished ground elevation. Provided, however, the Board, need not approve any Home built by Developer that is constructed under this Article. Any variance from this Declaration shall be submitted in writing to the Board. In its response to any submittal, the Board shall state how to remedy any non-complying request. In the event a submitted design is not approved within thirty (30) days after said plans and specifications have been submitted to the Board, approval will not be required, and this Article shall be deemed to have been fully complied with.

5. Pre-Construction Notice. Any use of a Lot for a purpose other than construction of a Home, any modification to the existing site, or any activity considered “preparatory” to construction, must be submitted and approved by Board Action. All plans and specifications shall be submitted for Board Action at the following address, or to such other address as may hereafter be given in writing to the Owners:

Board of Directors  
c/o Paula Butterworth  
8836 Gage Blvd, Suite 201A  
Kennewick, WA 99336

6. Structures on the Lot. The following Protective Covenants are minimum guidelines that pertain to the Homes built on the Lot, subject to Architectural Control Action on Home placement on the Lot for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

a. Height. All Homes shall have a maximum building height of twenty five (25) feet as measured according to the provisions of Richland Municipal Code, Title 23 Zoning.

b. Square Footage. Except Alley Homes, the ground floor area of the living quarters of the Home, exclusive of open porches, verandas, basements or daylight basements and garages, shall not be less than one thousand six hundred (1,600) square feet for a one (1) story Home, nor less than one thousand seven hundred (1,700) square feet for the ground floor area of a Home of more than one (1) story unless otherwise approved by the Board.

c. Garages. All Garages shall conform to the height restrictions as set forth in the City of Richland Municipal Code, and must be attached, shall park not less than two (2) nor more than three (3) vehicles, are not considered as part of the minimum square footage of the Home and must comply with all architectural control requirements for Homes.

d. Fences/Retaining Walls/Patios. The following Protective Covenants shall apply to fences, retaining walls and patios, subject to Architectural Control Action placement on the Lot, for the reasonable purposes of enhancing the value of the Development and the Lots that comprise it.

i. Fences. With exception to Alley Lots, all fences shall be properly constructed with solid cedar (privacy) fences (good side out) or approved vinyl or as approved by the Board and must be approved prior to construction. A retaining wall, hedge or mass planting shall be subject to the same construction and height restrictions as a fence. A fence may be constructed and maintained by an Owner along the side and rear Lot lines but shall not unnecessarily block the view of an adjacent neighbor. No front yard fences shall be allowed and side fences shall not extend further than the front of any Home. No fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. Chain-link type fencing is expressly prohibited. Barbed wire fencing is expressly prohibited. Any paint or other surface treatment on

fences shall be maintained in good condition. Alley Lot fences shall match the Development's vinyl fence.

ii. Alley Home Common Fences. Alley Home Fences that have been installed by the Developer shall be routinely maintained by the Association, however, any damage to such Alley Home Fences caused by any Owner, its invitees or licensees shall be repaired at the sole cost and expense of such Owner.

iii. Retaining Walls. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall, subject to Board Action.

iv. Patios. Patios constructed immediately adjacent to a Home may be enclosed by a fence, and a fence shall be constructed and maintained pursuant to applicable law to enclose any swimming pool.

e. Building Setback Requirements. No Home shall be located nearer to the front line of the Lot or nearer to the side street line of the Lot than the building Minimum Setback lines shown on the recorded plat plan filed in the records of Benton County, Washington depicted on the attached Exhibit "2". The Board shall have the authority in any individual case to make such exceptions to any of Minimum Setback set forth herein as they shall deem necessary or advisable. The Minimum Setback requirements are as follows:

i. Minimum Building Setbacks for the Non-Alley Fronting Lots shall be:

- Front and flanking street side yards - minimum of twenty (20) feet
- Rear yard - minimum of twenty (20) feet
- Interior side yards - minimum of five (5) feet

ii. Minimum Building Setbacks for Alley Fronting Lots shall be:

- Public street front and public street flanking side yards - minimum of twenty (20) feet.
- Rear (alley side) setbacks - minimum of four (4) feet to a garage or carport up to a total maximum coverage of sixty percent (60%) of the rear lot line for garages and carports and a minimum of twenty (20) feet to all living areas.
- Interior side yards - minimum of five (5) feet.

f. Colors. Paint and color finish schemes of dwellings shall be of moderate earth tones and shall be approved by the Architectural Control Committee before application, as provided in Article IV, Section 4.

- g. Roof. The roof on any Home shall be either a raised architectural composition roof with a minimum thirty (30) year life or a tile roof in a color acceptable to the Board, with colors of such roofing material to be of either earth tones or of a gray shade.

7. Date for Completion of Construction. Any Home erected or placed on any Lot shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction. Side and rear lot landscaping shall be completed within six (6) months after completion of the Home, which is not later than twelve (12) months after commencement of construction. The front yard landscaping shall be installed not later than the date of the Certificate of Occupancy.

8. Exterior Maintenance. In the event an Owner of any Lot in the Development shall fail to maintain the Lot and its improvements of every nature situated thereon in a manner satisfactory to the Board, in its sole discretion, the Board of Directors upon majority vote, or the Association (*upon a two thirds (2/3) majority vote by signed petition*), shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of any structure and any other improvements erected thereon. Each Owner hereby knowingly and voluntarily and irrevocably grants the Association a license to come upon a Lot to perform such work. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject. The cost of such repair, maintenance or restoration shall constitute a continuing consensual lien on such lot and shall bind the affected Lot and its Owner, their heirs, successors and assigns. If such charges are not paid within one hundred eighty (180) days of presentment, the Board, as the case may be, may foreclose such lien, sue for the amount owed under the lien or send to a collection agency, and shall be entitled to all costs, including attorney's fees, in such foreclosure, lawsuit or collection action.

9. Prohibited Uses and Activities. The following uses and activities and any other use or activity not expressly permitted herein, are prohibited in the Development. Each such prohibited activity listed below and any other act or omission contravening the provision of this Declaration shall trigger all remedies allowable by the Association, including filing a lien on any Lot in violation hereof. If such charges for cleanup are not paid within one hundred eighty (180) days of filing, the Board may foreclose such lien or send to a collection agency, and shall be entitled to all costs, including attorney's fees, in such foreclosure or collection action. The Owner in default shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate of fifteen percent (15%) per annum until paid in full.

a. Business and Commercial Use of Property. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or in any Home if such enterprise or business creates any business traffic or activity whatsoever. Any Owner desiring to create such enterprise or business shall be required to have Board Action and Approval.





b. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Development except dogs, cats or other tame, domestic household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose and are not a regular business of the Owner. No animals shall be kept in numbers or under conditions reasonably objectionable to other Owners in a closely-built residential community (*including objectionable barking*), except as outlined in this Article. Animals must be removed by Owner upon a thirty (30) day written notice to the Owner thereof from the Board. No dogs known to be dangerous by breed or history, i.e. Pitbulls, Dobermans, etc. are allowed as domestic pets.

c. Temporary Residences. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of a temporary character erected or placed on a Lot shall, at any time, be used as a residence temporarily or permanently.

d. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the City of Richland, Benton County or Washington State. No goods, equipment, vehicles (*including buses, trucks, and trailers of any description*) used for private purposes shall be kept, parked, stored, dismantled, or repaired outside on any Lot in a manner which may be or may become an annoyance or nuisance to any Owner in the Development.

e. Trash Dumping. No Lot 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 streets or ditches. Provided, however, that compost may be generated for home use, but only upon Approval by Architectural Control Action. The removal and disposal of all such materials shall be the sole responsibility of the individual Owner, including any construction of a Home. Should any individual Owner fail to remove any such trash, rubbish, garbage, yard rakings, and other such materials from that Owner's Lot or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to that Owner by the Board informing that Owner of such violation, then the Board may have said trash removed and charge the expense of removal to that Owner. Any such charge shall become a continuing lien on the Lot, which shall bind the affected Lot in the hands of the then Owner, their heirs, assigns and successors in interest.

f. Vehicles in Disrepair. No Owner shall permit any vehicle which is in an Extreme State of Disrepair, to be abandoned or to remain parked upon any street within the Development in excess of forty eight (48) hours. Should any such Owner fail to remove such vehicle within two (2) days following the date on which such notice is mailed, the Board may have such vehicle removed and assess the Owner. For purposes of this section, a vehicle shall be deemed to be in an "Extreme State of Disrepair" when, in the sole opinion of the Board, a vehicle's presence offends the reasonable sensibilities of any of the occupants of the Development.

g. Signs. No signs shall be erected or maintained on any Lot in the Development, except that not more than one (1) FOR SALE or FOR RENT sign approved by the Board may be

placed by the Owner or by a licensed real estate broker or agent, provided that such sign does not exceed the typical small real estate sign size. Reasonable Holiday decorations and tasteful political signs shall be allowed during their respective reasonable and contemporary seasons. Provided, however, the Developer or any contractor building a home for sale on a lot may place additional signs as normally used in the residential real estate field. Signs 18" x 24" can be erected by builders, as long as all signage is kept orderly.

h. Antennas. No antenna or greater than eighteen inch (18") diameter satellite dish shall be permitted without Approval by Board Action.

i. Recreational Vehicles. No recreational vehicle, boat, trailer, or mounted or unmounted camper (*or other recreational vehicle or device by whatever name*) shall be stored or parked on the Lot without Board Approval, except within the confines of a Garage, or behind a six (6) foot high fence, both subject to all set back requirements herein or by law.

j. Lights. Except as initially installed by Developer, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any Home erected thereon which in any manner will allow light to be directed or reflected on any other Lot or Home or any part thereof without prior Board Action or Architecture Control Action.

k. Window Cover Materials. Except as installed by Developer, prior to installation of any reflective materials on any windows or any portion of a Home or any other area on any Lot, Architectural Control Approval must be obtained from the Architectural Control Committee.

l. Drilling and Mining. No oil drilling or mining operations of any kind shall be permitted upon or in any Lot.

m. Landscaping. Any landscape plans submitted to the Architectural Control Committee must include proposed changes in grade to be accomplished as part of the landscaping development. Landscaping at all times must be maintained by each Owner in a neat and attractive manner and any alterations or modifications made to the original landscaping and/or grade as originally installed shall be approved in advance by the Architectural Control Committee. If any Owner does not install and complete approved landscaping within the six (6) month period described above or if Owner does not maintain the landscaping in a neat and attractive manner, the Developer or the Architectural Control Committee, after giving the Owner fifteen (15) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done.

n. Leasing. The Owners of Lots shall have the absolute right to lease their respective Lots and the Home thereon provided that any such lease is in writing and is specifically made subject to these Protective Covenants, Rules and Regulations published by the Association. Any Owner who leases a Lot or Home shall provide a copy of the lease to the Association within ten (10) days of its execution.

o. Activities In Derogation of Law. No Owner shall carry on any activity of any nature whatsoever on his or her Lot that is in derogation or violation of the laws, administrative regulations or statutes of the City of Richland, Benton County or Washington State.

p. Alleys. Alleys shall not be blocked or whatsoever restricted in any way except for infrequent and short term loading, unloading and delivery. Under no circumstances may any equipment be stored or vehicles be parked (*including trailers, RV's, boats, etc.*) in any Alley. Any obstruction that inhibits any Alley shall be removed at the sole expense of the Owner, which shall be subject to the remedies and lien as an Assessment.

q. Outbuildings. Sheds or outbuildings of any type are not allowed if visible from any neighboring lot or roadway.

10. Approval of Exceptions. Any Owner desiring to engage in an activity not permitted by these Prohibited Uses and Activities of this Declaration, or vary from the Protective Covenants hereof, shall have the right to appeal to the Board of Directors for approval of such restriction ("Approval"). After considering the views of other potentially affected Owners, such Approval may be granted by the Board by majority vote. The Approval shall carry a specific time limitations for the activity in question, and shall apply only to the specific case and a specific Owner involved. No such Approval shall be considered a precedent for the granting of other Approvals. The Board may revoke any such Approval if at any time the grantee does not comply with the restrictions or conditions established by Board Action.

11. Utility Easements. The Developer and Owners, as Grantors, for themselves, their successors and assigns, hereby dedicate easements for public utility easement strips as shown in the recorded plat and other matters of record (*see Exhibit 2*). The easements hereby granted are for ingress and egress and to maintain, construct, and reconstruct and repair all utilities, i.e. irrigation and domestic water lines, sewer, telephone lines and electrical lines, data/communication lines as they are planned, constructed or installed at the time of the conveyance of each of the Lots in the Development or thereafter for the reasonable uses of the Lots and Owners in the Development. Whenever the uses of the easement shall cease, the same shall revert to the Owner of the Lot affected by the easement.

12. Mortgage Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any Lot or Lots, but title to any Lot obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

#### ARTICLE V. GENERAL PROVISIONS

1. Enforcement. The Acting Board, the Association, the Board of Directors and each Owner of a Lot or Lots subject to this Declaration shall have the right to enforce, by any proceeding at law or in equity, all Protective Covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Acting Board, the Association, its Board of Directors, or any such Owner to enforce any Protective Covenant herein contained shall

in no event be deemed a waiver of the right to do so thereafter. In any such enforcement action, the prevailing party shall be entitled to their respective attorney's fees and costs as established by the Court.

2. Severability/Reformation. Invalidation of any one of the provisions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. In the event of any provision being so proclaimed invalid or unenforceable, the court may reform such provision to its most restrictive yet enforceable form.

3. Binding Effect/Term/Amendment. The Protective Covenants and restrictions contained in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Acting Board, the Association, its Board of Directors, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for three (3) successive periods of ten (10) years unless an instrument terminating this Declaration, signed by not less than seventy five percent (75%) of the Owners. The Protective Covenants, Use Restrictions and other terms of this Declaration may be amended at any time upon a unanimous vote of the Board or by an instrument signed by not less than the Owners then owning seventy five percent (75%) of the Lots in the Development. Amendments shall take effect only after such Amendments have been recorded with the Auditor of Benton County, Washington.

4. Reservation of Right to Amend. The Developer, in the Developer's discretion, hereby reserves its right to amend this Declaration any time prior to the sale of the Fifteenth (15<sup>th</sup>) Lot to any third party or Owner. Such Amendments, if any, shall be reasonably related to the purpose of enhancing and protecting the value, desirability and attractiveness of all the Lots and Homes in the Development or necessary for the Developer to efficiently construct and develop the Development. Such Amendments, if any, shall be binding upon all Lots, Owners and the Association as if such Amendments were originally made and without equitable adjustment.

5. Reservation of Easement. Developer hereby reserves, for itself, its successors and assigns, ingress, egress, utility, construction, maintenance and reconstruction easements on each Lot in the Development necessary to construct and maintain the Development. The easements described herein shall extinguish one (1) year after all of the Lots are sold.

6. Indemnification. The Association knowingly and voluntarily agrees to defend, indemnify and hold the Developer, and all signing below, unconditionally harmless from all claims whatsoever, whether arising during or after Developer's control of the Development, whether in tort, contract or otherwise.

Dated this 30<sup>th</sup> day of March, 2004.

DEVELOPER:

RIVER VIEW POINTE, LLC

By: Paula Butterworth  
Paula Butterworth, Manager

By: Thomas R. Masterson, Jr.  
Thomas R. Masterson, Jr., Manager

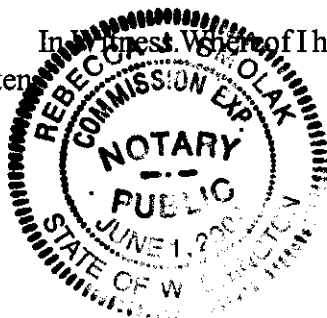
STATE OF WASHINGTON )

: ss

County of Benton )

On this 30<sup>th</sup> day of March, 2004, before me personally appeared PAULA BUTTERWORTH, to me known to be the Manager of River View Pointe, LLC, the Limited Liability Company that executed the within and 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 she is authorized to execute said instrument on behalf of said Limited Liability Company.

In presence of I have hereunto set my hand and affixed seal the day and year first above written



Rebecca J. Smolak  
Print Name: Rebecca J. Smolak  
NOTARY PUBLIC in and for Washington State  
Residing at: Kennewick WA  
My Commission Expires: 6-1-2004

STATE OF WASHINGTON )

: ss

County of Benton )

On this 9<sup>th</sup> day of March, 2004, before me personally appeared THOMAS R. MASTERSON, JR., to me known to be the Manager of River View Pointe, LLC, the Limited Liability Company that executed the within and 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 said instrument on behalf of said Limited Liability Company.



In Witness Whereof I have hereunto set my hand and affixed seal the day and year first above written.



Rebecca Smolak  
Print Name: Rebecca J. Smolak  
NOTARY PUBLIC in and for Washington State  
Residing at: Kennewick WA  
My Commission Expires: 6-1-2004

EXHIBIT 1

PARCEL A:

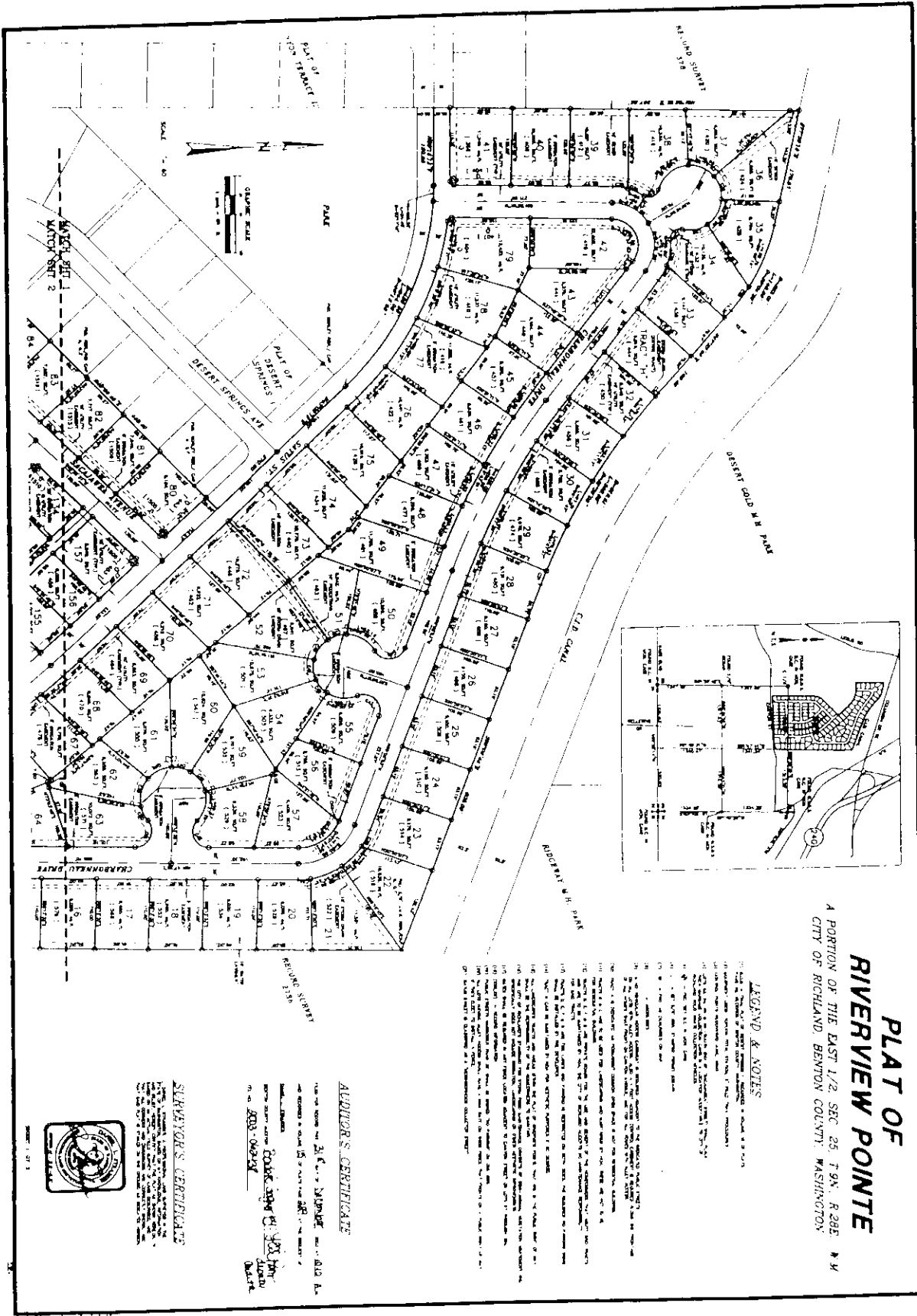
That portion of the Northwest quarter of the Northeast quarter of Section 25, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly of the C.I.D. Canal right-of-way.

PARCEL B:

That portion of the Southwest quarter of the Northeast quarter lying Southerly of the C.I.D. Canal right-of-way, AND the Northwest quarter of the Southeast quarter of Section 25, Township 9 North, Range 28 East, W.M., Benton County, Washington; EXCEPT any portion thereof lying within the Plat of Bellerive Springs, as recorded in Volume 15, page 147, records of Benton County, Washington; AND EXCEPT any portion thereof lying within the Plat of Desert Springs No. 1, as recorded in Volume 15, page 98, records of Benton County, Washington.







**PLAT OF  
RIVERVIEW POINTE**  
A PORTION OF THE EAST 1/2 SEC 25 T9N, R28E N4W  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

**LEGEND & NOTES**

1. The plat is subject to all existing laws, ordinances, rules and regulations of the City of Richland, Benton County, Washington.
2. The plat is subject to all existing easements, rights and interests of record.
3. The plat is subject to all existing utility easements and lines.
4. The plat is subject to all existing covenants, conditions and restrictions.
5. The plat is subject to all existing zoning ordinances.
6. The plat is subject to all existing subdivision maps.
7. The plat is subject to all existing maps and records.
8. The plat is subject to all existing laws, ordinances, rules and regulations of the State of Washington.
9. The plat is subject to all existing laws, ordinances, rules and regulations of the United States of America.
10. The plat is subject to all existing laws, ordinances, rules and regulations of the City of Richland, Benton County, Washington.

**AUDITOR'S CERTIFICATE**

I, the undersigned, Auditor of the City of Richland, Benton County, Washington, do hereby certify that the above plat is a true and correct copy of the original plat on file in my office.

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Auditor

**SEAL OF THE CITY OF RICHLAND**

