

Return Address

Name Mary Etter

Address P. O. Box 1697

City, State, Zip Richland, WA 99352



2000-013627
Page: 1 of 3
06/02/2000 02:32P
Benton County

Misc 20318 CASCADE TITLE CO 10.00

Document Title(s) (or transactions contained therein):

1. Amended and Restated Declaration of Protective Restrictions
2. Covenants and Agreements, Cover Page
3. Exhibit B
4. AFN 1998-005633

Reference Number(s) of Documents assigned or released:
(on page 1&15 of documents(s))

Grantor(s) (Last name first, then first name and initials)

1. Etter, James W.
2. Etter, Mary
- 3.
- 4.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. The public
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1 thru 20 inclusive, Phase 1, The Vineyards and Lots 1 thru
Additional legal is on page _____ of document 48, inclusive, Phase 2 The
Vineyards

Assessor's Property Tax Parcel/Account Number

1-2798-202-0000-001 thru 020 inclusive and 1-2798-203-0000-001
Additional legal is on page _____ of document thru 048 inclusive

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 provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2



Amended and Restated
Declaration of Protective Restrictions
Covenants and Agreements
for

The Vineyards
Phase 1 & Phase 2
Benton County, Washington

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being owners of and having all interest in all of the property described as follows:

Lots 1 Through 20 Inclusive, THE VINEYARDS PHASE 1 according to the Plat thereof recorded in Volume 15 of Plats, Page 74, AND THE VINEYARDS PHASE 2 according to the Plat thereof recorded in Volume 15 of Plats, Page 89, of the official records of the County Recorder of Benton County, Washington. See attached copy of Exhibit B page 15.

*Recorded to correct legal description of auditor's file number 1998-005633.



Said EXHIBIT "B"
is a complete copy
of all of the Vineyards
Phase 1 and the
Vineyards Phase 2 maps.

2012-022488 AMD

07/27/2012 12:21:47 PM Pages: 4 Fee: \$65.00

Benton County, Benton County Auditor's Office



Return Address:

Sybil Walcott
107 Eacy St.
Prosser, WA 99350

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. ~~Final~~ Amendment to the Declaration of Reservations,
2. Covenants, and Restrictions of the Vineyard Homeowners'
3. Association, a Planned Area Development
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. HOA: The Vineyard Homeowners Association, a
2. Planned Area Development
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. HOA: The Vineyard Homeowner's Association, a
2. Planned Area Development
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

The Vineyard, A Planned Area Development, records of Benton County, Washington

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released: 1998-003444

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number

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.

2012-022488

07/27/2012 12:21:47 PM Page 2 of 4

Third ~~FIRST~~ AMENDMENT TO THE DECLARATION OF RESERVATIONS,
COVENANTS AND RESTRICTIONS OF
THE VINEYARD HOMEOWNERS ASSOCIATION,
A STATE OF WASHINGTON PLANNED URBAN DEVELOPMENT

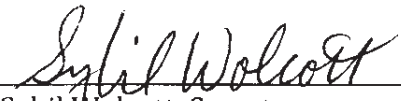
May 29, 2012, on motion by homeowner Martha Williams, which motion was seconded by homeowner Allen Bierlink, said motion being unanimously approved by homeowners Allen and Christy Bierlink, Rod and Ladonna Rorabeck, Estate of Marge Mackey by proxy, Martha Williams, Lucille Root, George and Sybil Wolcott, Bob and Glenna White, Bill and Delores Durbin and Monte Shaffer,

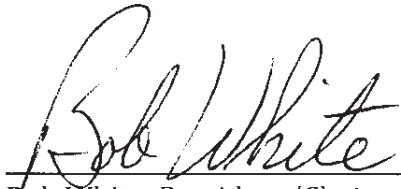
Article 7, Section 5 of the original Declaration of Reservations, Covenants and Restrictions of The Vineyard Homeowners Association [**which affects The Vineyard, a Planned Area Development located in Benton County, Washington**] was amended to permit installation on the homeowners' roofs of telecommunication satellite dishes not to exceed 18 inches in diameter, to be installed only on the east side of units 100 - 104 and 112 - 115 and on the north side of units 105 - 111 of the aforesaid Planned Area Development, to be invisible from the street on the front of the homes, and not to be affixed to the roof, and with no access to the roof or roof tiles and there shall be no walking on the roofs or penetration of the roof tiles by any means in connection therewith.

Further, all powers shall and were taken away from the Board of Directors to make any exception to dish antennas being installed on homes in The Vineyard, other than as set forth above.

A copy of the Minutes of the Special Meeting of the Homeowners Association held May 29, 2012 is attached hereto. Copies hereof shall be mailed/delivered to all homeowners July 26, 2012.

DATED: July 25, 2012.


Sybil Wolcott, Secretary


Bob White, President/Chairman

2012-022488

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MINUTES OF SPECIAL MEETING
OF
THE VINEYARD HOMEOWNERS ASSOCIATION

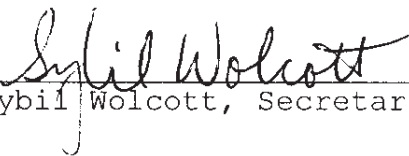
A special meeting of the Vineyard Homeowners Association was held Tuesday, May 29, 2012 at 7:00 p.m. at the home of Rod and Ladonna Rorabeck, 102 Easy Street, Prosser, WA 99350.

In attendance were Allen and Christy Bierlink, Rod and Ladonna Rorabeck, Estate of Marge Mackey by proxy, Martha Williams, Lucille Root, George and Sybil Wolcott, Bob and Glenna White, Bill and Delores Durbin and Monte Shaffer.

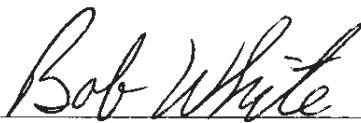
President Bob White called the meeting to order. He acted as chairman of the meeting. The secretary confirmed a quorum was present.

After a discussion concerning amending the Bylaws to allow the installation of dish antennas, Chairman White called for a motion regarding same.

Martha Williams moved to amend Article 7, Section 5 of the Declaration of Reservations, Covenants and Restrictions to allow telecommunication satellite dishes not to exceed 18 inches in diameter, to be installed only on the east side of units 100 - 104 and 112 - 115 and on the north side of units 105 - 111, to be invisible from the street on the front of the homes, not to be affixed to the roof, with no access to the roof or roof tiles and there shall be no walking on the roofs or penetration of the roof tiles by any means. Further, all powers should be taken away from the Board of Directors to make an exception to dish antennas being installed on homes in The Vineyard. The motion was seconded by Allen Bierlink and the motion was unanimously approved.



Sybil Wolcott, Secretary



Bob White, President

2012-022488

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Delivered/mailed to the following on 6/ 7 /2012.

Bierlinks	Dufault
Rorabecks	Evans
Mackey Estate	Whites
Martha Williams	Jack Williams
Root	Durbins
Ted Otness	Wascher
Wolcotts	Shaffer
Bagges	

File



2005-005562
Pg: 1 of 16
02/23/2005 11:44A
Benton County

Return Name and Address:
Debbie Perks
1296 Chardonay Dr.
Richland, WA 99352

PLEASE PRINT OR TYPE INFORMATION:

<p>Document Title(s)(or transactions contained therein):</p> <ol style="list-style-type: none"> 1. Second Amended and Restated Declaration of Protective Restrictions 2. Covenants and Agreements for The Vineyards Phase I + Phase 2 3. 4.
<p>Grantor(s)(Last name first, first name, middle initials):</p> <ol style="list-style-type: none"> 1. Vineyards 2. 3. 4. <p>Additional names on page _____ of document.</p>
<p>Grantee(s)(Last name first, first name, middle initials):</p> <ol style="list-style-type: none"> 1. Public 2. 3. 4. <p>Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Additional legal is on page _____ of document.</p>
<p>Reference Number(s) of documents assigned or released:</p> <p>Additional numbers on page _____ of document.</p> <p style="text-align: right;">1998-003444</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>Property Tax Parcel ID is not yet assigned.</p> <p>Additional parcel numbers on page _____ of document.</p>
<p>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.</p>

Debbie Perks
 1296 Chardonnay Dr.
 * Richland, WA 99352



2005-005562
 Pg: 2 of 16
 02/23/2005 11:44A
 Benton County

**Second Amended and Restated
 Declaration of Protective Restrictions
 Covenants and Agreements
 for
 The Vineyards
 Phase 1 & Phase 2**

Benton County, Washington

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being owners of and having all interest in all of the property described as follows:

Lots 1 Through 68 Inclusive, THE VINEYARDS PHASE 1 according to the Plat thereof recorded in Book 15 of Maps, Page 74, AND THE VINEYARDS PHASE 2 according to the Plat thereof recorded in Book 15 of Maps, Page 89 of the official records of the County Recorder of Benton County, Washington. Maps of the real property are attached hereto as Exhibit "A".

A. USE RESTRICTIONS

1. Use of Lots as a Single Family Subdivision: All Lots within The Vineyards shall be known and described as residential Lots and shall be occupied and used for single-family residential purposes only, and construction thereon shall be restricted to single-family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in The Vineyards, except as set forth in paragraph 4 of this Article below. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds are not prohibited (but partition of title to a single Lot is Prohibited). No horizontal property regime or condominium shall be created within The Vineyards. No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.



2. Animals: No animals, livestock or poultry shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds maintained on any portion of the Project is reasonable. Any decision rendered by the Board shall be final.

3. Signs, Restrictions on Commercial Uses: No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more that five (5) square feet, shall be allowed in the Project. No billboards, stores, offices or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Homeowners Association, buyer or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonable required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Homeowners Association Board.

4. Garbage and Rubbish, Storage Areas: Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items. Or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal it from the view of adjacent Lots and streets.



5. Vehicles: No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the project. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any Lot or in front of any Lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a Lot in a front driveway or otherwise on a Lot where it can be seen from any street. Commercial vehicles shall not include sedans or standard size pickup trucks, which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Architectural Control Committee. Disabled vehicles shall not be parked on the driveways and street. Parking on the street shall be limited to 72 hours. Enforcement of this provision shall include written notice to the owner with a 24-hour grace period; and thereafter the vehicle shall be removed from the street at the owner's expense.

6. 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 directed or reflected on any other Lot or the Common Area, or any part thereof without the prior written consent of the Architectural Control Committee (ACC). No television or satellite dishes shall be visible from roadways of lots, other lots within the subdivision or Common Areas. An exterior light pole with a 60-watt bulb shall be installed within 10 feet of the front property line or two decorative lights shall be installed on the corners of garages facing the street.

7. Leasing: The Owners of Lots shall have the absolute 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 users contained in this Declaration and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

8. Architectural Design Standards and Construction Guidelines

The Architectural Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in The Vineyards and for maintaining an orderly construction environment. The ACC shall use these guidelines. The ACC reserves the right to grant variances.



9. Submittals required for Architectural Control Committee approval: All submittals required for Architectural Control Committee review and approval shall be accomplished by the submittal form adopted by the ACC. The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

A. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.

B. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)

C. Elevations depicting front, rear and side elevations including proposed material finish descriptions.

D. Specifications describing the materials and finishes proposed for both interior and exterior construction.

E. Landscape plan showing proposed landscape layout for the front yard and side yard for corner lots, including layout of plant types and sizes.

Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be approved by the ACC.

10. SUBMITTALS AND INQUIRIES: All submittals shall be made to: the Secretary of the Homeowners Association.

11. Design standards

A. Minimum Square Feet: All homes shall have a minimum of 1700 square feet of finished space exclusive of basements, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 2100 square feet. Any remodeling shall not have the effect of diminishing the required 1700 square feet.

B. Exterior Elevations: Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior wall are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Exterior wall shall be limited to 16 feet flat expanses. Brick, stone, or stucco, where used, shall wrap the corners a minimum of two feet. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible. Broken rooflines 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. Exterior Finishes and Colors: Brick, Stone, or Stucco; 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, stucco will be required; however, the front exterior elevation shall have no less than 30% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco colors shall be compatible with the exterior colors approved by ACC. Darker brick shades are encouraged. White or light gray brick is not permitted.

D. Siding: Hardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted:

- 4" reveal cottage lap
- 6" reveal cottage lap
- 6" full lap
- 8" full lap
- Vertical siding as approved by the ACC.

Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding is prohibited.

E. Exterior Paint Colors: All exterior paint colors shall be submitted to the ACC for approval. Exterior paint colors for the main body color, window and door trim, and fascia shall be grouped by color family or color card and be complimentary. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached.

F. Main Body Color: Exterior colors list for the main color shall be approved in writing by the ACC.

G. Corner and Batten Trim: Painted trim on corners shall be the same color as the main body color unless otherwise approved in writing by the ACC.

H. Window and Door Trim: Colors shall be from the same color card as chosen for the main body unless approved by the ACC. White trim is preferred on homes with blue/gray tones for the main body color. Lighter trim colors are encouraged. Dark contrasting trim around windows and doors are not approved; however darker tones are permitted to match a darker main entry door.

I. Fascia Trim: Fascia trim (F) shall be selected from the same color card as



the main body color chosen for the approved exterior color. White fascia is preferred on homes with blue/gray tones for the main body color. Other tones not of the same color group are not allowed unless approved in writing by the ACC.

J. Roof: Roofs shall be architectural 30-year grade or higher quality. Only darker colors are permitted. White, light brown and light blue roofs are not permitted.

K. Garages: Interiors of garages shall be sheet rocked, taped, textured, and painted. The primary purpose of the garage required for each lot is for parking and storage of automobiles and other vehicles. No other use of a garage that prohibits or limits the use of a garage for parking shall be permitted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.

L. Detached Storage Facilities: Detached storage facilities shall be of the same construction, finish, and color as the house. Small trailers and equipment shall be stored behind approved screens or fencing.

M. Fences: Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence and the finish proposed. Homeowners shall comply with the City of Richland guidelines for corner lot fencing. Whenever possible, adjoining lots shall use common corner posts. All adjoining lots shall use the same fence material and color to promote conformity in the subdivision. All fences shall be 4 to 6 feet high, unless otherwise approved by the ACC. Fence setbacks shall be at least six feet behind the principle setback of the house on each side of the lot. The transition in the fence height from 4 feet to 6 feet shall be accomplished by stepping and not angling the fence top.

N. Landscaping: A landscape plan shall be consistent with the following: The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged. The owner shall be responsible for minimum landscaping in the front yard (and side yards on corners) to include under ground sprinklers. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

O. Mailboxes: The developer will provide Mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the homeowners.



P. Basketball Equipment: Basketball backboards shall not be permitted on the roof or walls of a dwelling.

Q. Existing Structure Remodeling: The owner or builder shall be responsible for maintaining the jobsite in an orderly manner. Effort will be made to have all debris policed by the close of business every Friday. Dogs without leashes shall not be permitted on the jobsite. Temporary toilets shall be placed within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the owner or builder in a clean and orderly manner.

B. HOMEOWNERS ASSOCIATION

A homeowner's association has been formed and the Association shall have the authority to maintain, repair and improve, and to assess maintenance fees for support of, the irrigation system and common areas.

1. Membership: Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to ownership.

2. Voting Rights: Every Owner shall be entitled to cast one (1) vote upon any matter taken up by the Association. This shall apply regardless of any difference in lot size or value. Any Owner who owns more than one (1) lot may cast one (1) vote for each such lot. Where property is owned by more than one person there shall be but one vote on behalf of the owners.

3. Meeting Notice and Quorum: Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days nor more than thirty (30) days prior to the scheduled date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if a simple majority of the Owners present or appearing by proxy. ~~No~~ Proxy voting shall be permitted. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all members.

4. Approval of Actions: To take effect, any matter brought before the Association must be approved by a majority of those Owners who are present or voting by proxy.



On any proposition to sell or acquire land, the approval of two-thirds (2/3) of those Owners who are present and voting shall be required. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.

5. Annual Meeting: There shall be an annual meeting of members each January and the agenda shall include at a minimum the election of officers and review of the maintenance budget and assessment.

6. Maintenance Budget and Assessments: The Board of Directors shall prepare and adopt the annual maintenance budget in December for the following year. The Budget will be provided to the owners in advance of the Annual Meeting of the Owners. The Owners, by majority vote, may reject or amend the maintenance budget at the annual meeting of the Members. The maintenance budget amount shall be divided equally among and assessed against the lots. A notice of assessment shall be sent to each Owner. Payment shall be due thirty (30) days after notice of assessment. Interest shall accrue on assessments at the rate of nine (9) percent per annum from the date on which they are due.

7. Assessments as Liens: The assessment shall be a lien against the lot of the Owner as of the date on which the Owners determine the amount of the assessment. The Association shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The Association may also personally sue the Owner for the amount of the assessment, together with legal fees and interest.

8. Other Assessments: The Association, upon approval of two-thirds (2/3) of the Owners present and voting at a meeting at which a quorum exists, may establish additional assessments for other purposes. Collection shall be as set forth in Paragraphs 6 and 7 above.

9. Personal Liability for Assessments: Transfer of any lot, by whatever means, shall not extinguish any lien for an unpaid assessment.

10. Bylaws: The Association may adopt Bylaws not inconsistent herewith, which shall set forth the details of the management of the Association and of the methods of collection of assessments.

11. No Compensation for Officers: No elected officer shall receive a salary. Officers



may be reimbursed for out-of-pocket expenses in connection with the duties they perform for the Association.

12. Qualification of Officers: All elected officers shall be Owners. In the event an officer ceases to be an Owner, he/she shall immediately forfeit his/her office.

13. Board of Directors: The Association shall be managed by the Board of Directors. The Board shall be comprised of the officers. The Board shall be authorized to bind the Association on all matters except those that are reserved to the owners herein.

14. Annual Elections of Officers: Elections shall occur at the Annual Meeting in January of each year. Ballots to elect the officers shall be handed to the owners at the Annual Meeting. Each officer shall hold office until a successor is elected. In the event of a vacancy, the Board shall appoint a successor, who shall complete the term of the officer he/she is replacing.

15. Special Meetings: Special meetings shall be called at the request of any ten (10) Owners. Such notice shall be in writing and comply with the notice requirements set forth above.

16. Association May Enforce: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

C. MISCELLANEOUS AND GENERAL PROVISIONS

1. Modification of Restrictions: By written consent of ninety percent (90%) of all of the lot owners, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner. The Secretary of the Association shall cause the amended Declarations to be recorded with the County Auditor.

2. Severability Clause: The Association shall, at all times, observe all of the laws, regulations, ordinances and the like of the City of Richland, County of Benton, State of Washington and The United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the



like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

3. Termination of Declaration, Covenants, Conditions and Restriction: This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of ninety (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.

4. Covenants, Conditions and Restrictions Run with the Land: All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described in Exhibit A, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

5. Standing to Enforce Terms of Declaration: Any lot owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration. In the event of a dispute, the prevailing party shall be entitled to reimbursement of all attorney fees and court costs associated with the dispute.

6. Supersedes Prior Declarations. This Second Restated and Amended Declaration of Protective Restrictions, Covenants and Agreements for The Vineyards shall supersede and replace in total that Declaration previously recorded with the Office of the Auditor of Benton County recorded on the 11th day of February, 1998 under Auditor's No. 1998-3444 and the Amended and Restated Declaration of Protective Restrictions, Covenants, and Agreements for The Vineyards Phase 1 recorded with the Office of the Auditor of Benton County recorded on the 6th day of March, 1998, under Auditor's No. 1998-05633 and the Amended and Restated Declaration of Protective Restrictions Covenants and Agreements for The Vineyards Phase 1 & Phase 2, recorded on the 2nd day of June 2000, under Auditor's No. 2000-013627.

Dated this 22nd Day of February 2005.

Signature of Secretary: Deborah G. Perks
Deborah G. Perks



State of WA)

County of Benton)

I, Kelly Machart, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 22nd Day of Feb, 2005 personally appeared before me Deborah Perks personally known to me to be the Secretary of The Vineyards At Vintage Loop Homeowners Association and acknowledged to me that he/she Executed, signed and sealed the same as a free and voluntary act and deed of said Association for the uses and purposes therein expressed, and that he/she is authorized to sign on behalf of said Association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in his certificate above written.

Kelly Machart
Notary Public
In and for the State of WA
Residing at Benton county
Notary Commission Expires 9/13/07

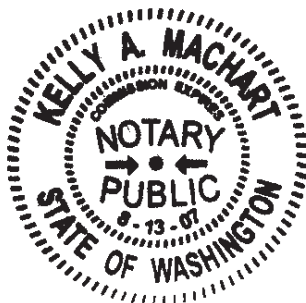




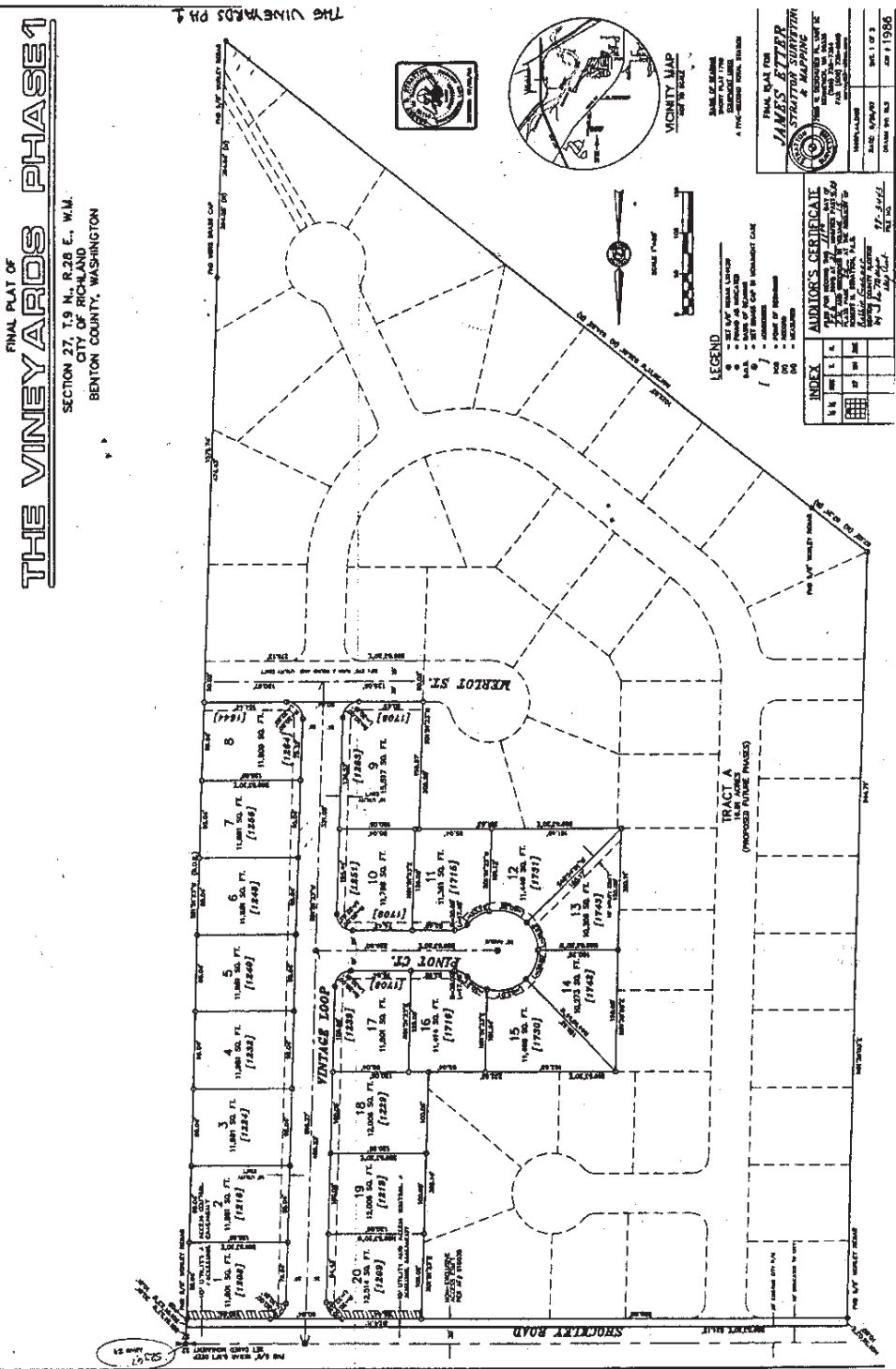
EXHIBIT A

VINEYARDS PHASE 1 AND VINEYARDS PHASE 2 MAPS



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FINAL PLAT OF THE VINEYARDS PHASE 1

SECTION 27, T9 N., R.28 E., W.M.
CITY OF RICHLAND
BENTON COUNTY, WASHINGTON

DEDICATION
I, the undersigned, hereby certify that we are the owners of the land hereinafter described and that we have the right to dispose of the same as we see fit. We hereby dedicate to the public and to the State of Washington the land hereinafter described for the use and purposes hereinafter stated.

ACKNOWLEDGMENT
I, the undersigned, hereby certify that we are the owners of the land hereinafter described and that we have the right to dispose of the same as we see fit. We hereby dedicate to the public and to the State of Washington the land hereinafter described for the use and purposes hereinafter stated.

PLAT CLOSURE TOTAL PARCEL

ACREAGE	SECTION	TOWNSHIP	RANGE	W.M.	PLAT	DATE
34.00	27	T9 N.	R.28 E.	W.M.	1	7/2

IRRIGATION APPROVAL
I, the undersigned, hereby certify that the irrigation system hereinafter described is a complete and permanent system and that the same is in accordance with the provisions of the laws of the State of Washington relating to irrigation systems.

APPROVALS
I, the undersigned, hereby certify that the irrigation system hereinafter described is a complete and permanent system and that the same is in accordance with the provisions of the laws of the State of Washington relating to irrigation systems.

TREASURER'S CERTIFICATE
I, the undersigned, hereby certify that the land hereinafter described has been paid for in full and that the same is free from all liens and encumbrances.

SURVEYOR'S CERTIFICATE
I, the undersigned, hereby certify that I am a duly licensed surveyor in the State of Washington and that I have surveyed the land hereinafter described and that the same is in accordance with the provisions of the laws of the State of Washington relating to land surveying.

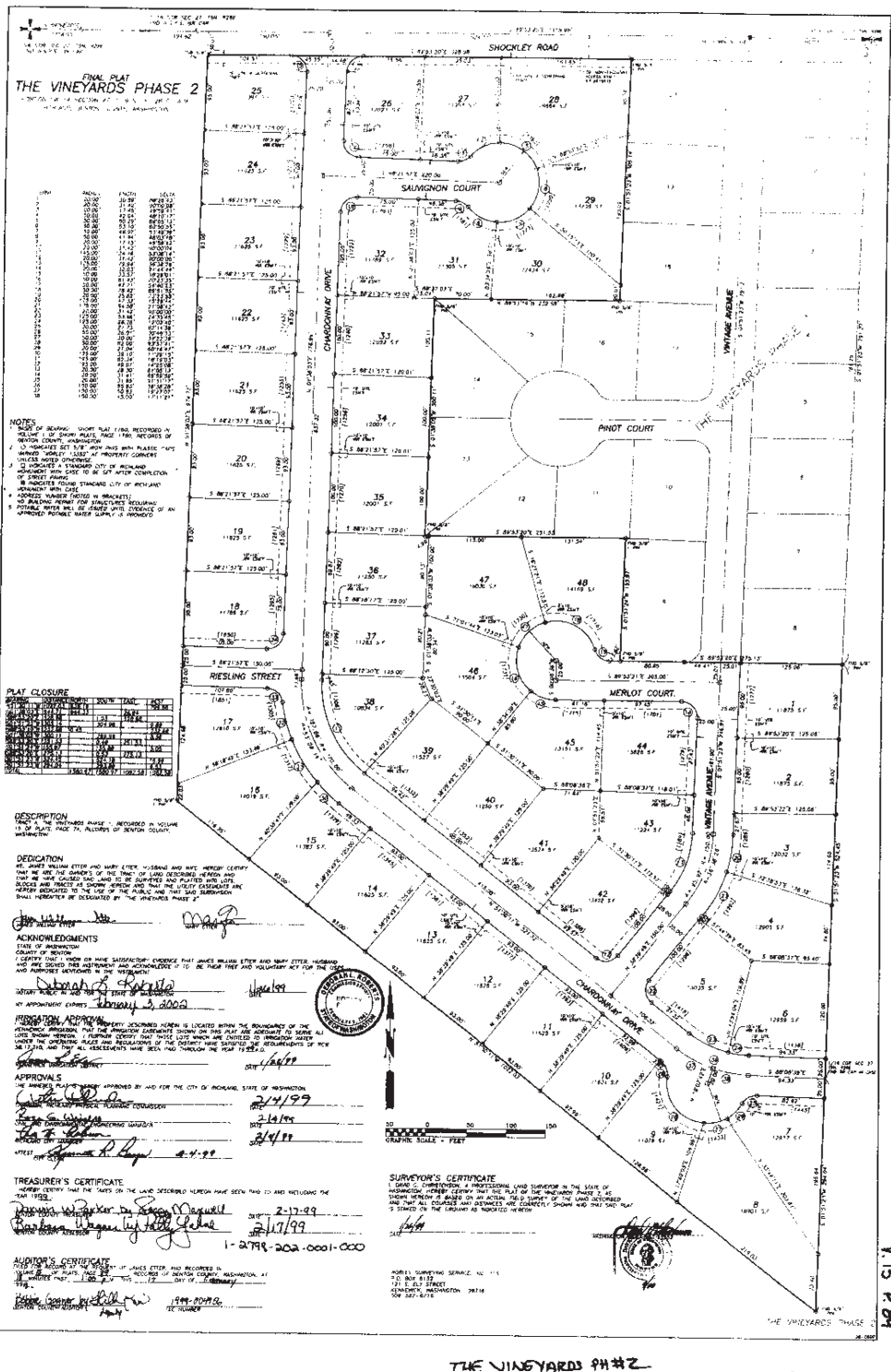


FINAL PLAT FOR JAMES BYTTER TRAILITION SURVEY
AUDITOR'S CERTIFICATE
I, the undersigned, hereby certify that the amount of taxes hereinafter stated is the amount of taxes due on the land hereinafter described for the year hereinafter stated.

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Return Address

Name Mary Etter
 Address P.O. Box 1697
 City, State Zip Richland WA 99352

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Document Title(s) (or transactions contained therein):

1. AMENDED AND RESTATED DECLARATION OF PROTECTIVE RESTRICTIONS COVENANTS
2. AND AGREEMENTS
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. ETTER, JAMES WILLIAM
2. ETTER, MARY
3. TOTAL QUAILITY CONSTRUCTION
4. NORTHROP: GARY W. & KAREN J.
5. Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. TO THE PUBLIC
- 2.
- 3.
- 4.
5. Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1 thru 64 Inclusive, THE VINEYARDS
 Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number 1-2798-201-1760-005, 006, & 007

Additional legal is 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 provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Form 7265-2



Amended and Restated
Declaration of Protective Restrictions
Covenants and Agreements
for

The Vineyards PHASE 1

Benton County, Washington

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being owners of and having all interest in all of the property described as follows:

Lots 1 Through 64 Inclusive, THE VINEYARDS according to the Plat thereof recorded in Book _____ of Maps, Page _____ of the official records of the County Recorder of Benton County, Washington. See attached copy of Exhibit B page 11.



A. USE RESTRICTIONS

1. Use of Lots as a Single Family Subdivision: All Lots within The Vineyards shall be known and described as residential Lots and shall be occupied and used for single family residential purposes only, and construction thereon shall be restricted to single-family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in The Vineyards, except as set forth in paragraph 4 of this Article below. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is Prohibited). No horizontal property regime or condominium shall be created within The Vineyards. No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.

2. Animals: No animals, livestock or poultry shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds maintained on any portion of the Project is reasonable. Any decision rendered by the Board shall be final.

3. Signs, Restrictions on Commercial Uses: No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more than five (5) square feet, shall be allowed in the Project. No billboards, stores, offices or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant, buyer or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonable required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and



equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant.

4. Garbage and Rubbish, Storage Areas: Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items. Or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.

5. Vehicles: No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the project. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any Lot or in front of any Lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a Lot in a front driveway or otherwise on a Lot where it can be seen from any street. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Architectural Control Committee. Disabled vehicles shall not be parked on the driveways and street. Parking on the street shall be limited to 72 hours. Enforcement of this provision shall include written notice to the owner with a 24 hour grace period; and thereafter the vehicle shall be removed from the street at the owners expense.

6. Lights: Except as initially installed by Declarant, 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 directed or reflected on any other Lot or the Common Area, or any part thereof without the prior written consent of the Board. No television or satellite dishes shall be visible from roadways of lots, other lots within the subdivision or Common Areas. An exterior light pole with a 60 watt bulb shall be installed within 10 feet of the front property line or two decorative lights shall be installed on the corners of garages facing the street.

7. Leasing: The Owners of Lots shall have the absolute 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 users contained in this Declaration and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

Architectural Design Standards and Construction Guidelines



The Architectural Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in The Vineyards and for maintaining an orderly construction environment. These guidelines are used by the Architectural Control Committee (ACC). The ACC reserves the right to grant variances or modify these standards as it deems appropriate.

8. Submittals required for Architectural Control Committee approval: All submittals required for Architectural Control Committee review and approval shall be accomplished by the submittal form adopted by the ACC. The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

A. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.

B. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)

C. Elevations depicting front, rear and side elevations including proposed material finish descriptions.

D. Specifications describing the materials and finishes proposed for both interior and exterior construction.

E. Landscape plan showing proposed landscape layout for the front yard and side yard for corner lots, including layout of plant types and sizes.

Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be selected from the ACC approved list of exterior colors.

SUBMITTALS AND INQUIRIES. Until the Vineyards Homeowners Association has been organized and delegated the responsibilities of the Architectural Committee, all submittals shall be made to: Chuck Sheeley, 9455 Jerrico Road, Richland, WA 99352 and/or Bill Etter, 509-628-0729.

Prior to the commencement of construction, the Owner or Builder shall obtain written approval of the proposed improvements from the ACC. Such approval may be condition upon submittal and approval of the landscape plan and the exterior colors.

9. Design standards

A. Minimum Square Feet: All homes shall have a minimum of 1700 square feet of finished space exclusive of basements, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 2100 square feet.

B. Exterior Elevations: Exterior elevations shall be evaluated on the overall character,



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depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior wall are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Exterior wall shall be limited to 16 feet flat expanses. Brick, stone, or stucco, where used, shall wrap the corners a minimum of two feet. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible.

Unless otherwise approved the ACC as compatible with a particular architectural design or style, the minimum pitch for roofs shall be 6/12. Broken rooflines 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.

Two story homes are prohibited on corner lots, as determined by the ACC.

C. Exterior Finishes and Colors: Brick, Stone, or Stucco; 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, stucco will be required; however, the front exterior elevation shall have no less than 30% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco colors shall be compatible with the exterior colors selected and approved by ACC. Darker brick shades are encouraged. White or light gray brick is not permitted.

D. Siding: Hardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted:

- 4" reveal cottage lap
- 6" reveal cottage lap
- 6" full lap
- 8" full lap
- Vertical siding as approved by the ACC.

Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding is prohibited.

E. Exterior Paint Colors: Select exterior paint colors from the Approved Exterior Colors list for the main body color, window and door trim, and fascia (see Appendix A). The Approved Exterior Colors list designates those colors that are approved for use as the main body color (B), window and door trim color (T), and fascia color (F) and are grouped by color family or color card. Any variance from the approved exterior color selections must be approved in writing by the ACC. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached.

F. Main Body Color: Select from the approved exterior colors list for the main color (B) unless otherwise approved in writing by the ACC.

G. Corner and Batten Trim: Painted trim on corners shall be the same color as the



main body color unless otherwise approved in writing by the ACC.

H. Window and Door Trim: Colors shall be from approved list. Colors shall be from the same color card as chosen for the main body unless approved by the ACC. White trim is preferred on homes with blue/gray tones for the main body color. Lighter trim colors are encouraged. Dark contrasting trim around windows and doors are not approved; however darker tones are permitted to match a darker main entry door.

L. Fascia Trim: Fascia trim (F) shall be selected from the Approved Exterior Colors list and from the same color card as the main body color chosen from the approved exterior color list. White fascia is preferred on homes with blue/gray tones for the main body color. Other tones not of the same color group are not allowed unless approved in writing by the ACC.

J. Roof: Roofs shall be architectural 30-year grade or higher quality. Only darker colors are permitted. White, light brown and light blue roofs are not permitted.

K. Garages: Interiors of garages shall be sheet rocked, taped, textured, and painted. The primary purpose of the garage required for each lot is for parking and storage of automobiles and other vehicles. No other use of a garage that prohibits or limits the use of a garage for parking shall be permitted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.

L. Detached Storage Facilities: Detached storage facilities shall be of the same construction, finish, and color as proposed for the approved house. Small trailers and equipment shall be stored behind approved screens or fencing.

M. Fences: Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence and the finish proposed. Homeowners shall comply with the City of Richland guidelines for corner lot fencing. Whenever possible, adjoining lots shall use common corner posts. All adjoining lots shall use the same fence material and color to promote conformity in the subdivision. All fences shall be 4 to 6 feet high, unless otherwise approved by the ACC. Fence setbacks shall be at least six feet behind the principle setback of the house on each side of the lot. Transition in fence height from 4 feet to 6 feet shall be accomplished by stepping, not angling the fence top.

N. Landscaping: A landscape plan shall be prepared and submitted to the ACC. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged. The builder shall be responsible for minimum landscaping in the front yard (and side yards on corners) to include under ground sprinklers. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards.



Seed and hydro-seed are permitted on side and rear yards.

O. Mailboxes: The developer will provide Mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the builder/homeowners.

P. Basketball Equipment: Basketball backboards shall not be permitted on the roof or walls of a dwelling.

Q. Jobsite maintenance: The owner or builder shall be responsible for maintaining the jobsite in an orderly manner. Effort will be made to have all debris policed by the close of business every Friday. Dogs without leashes shall not be permitted on the jobsite. Temporary toilets shall be placed within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the owner or builder in a clean and orderly manner.

B. HOMEOWNERS ASSOCIATION

A homeowner's association shall be formed at the discretion of the developer and the Association shall have the authority to maintain, repair and improve, and to assess maintenance fees for support of, the irrigation system and common areas. The Association shall assume control of ACC functions when directed by the developer.

1. **Membership:** Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to ownership.
2. **Voting Rights:** Every Owner shall be entitled to cast one (1) vote upon any matter taken up by the Association. This shall apply regardless of any difference in lot size or value. Any Owner who owns more than one (1) lot may cast one (1) vote for each such lot.
3. **Meeting Notice and Quorum:** Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days nor more than thirty (30) days prior to the scheduled date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if sixty (60) percent of the Owners are present. No proxy voting shall be permitted. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all members.
4. **Approval of Actions:** To take effect, any matter brought before the Association must be approved by a majority of those Owners who are present and voting. On any proposition to sell or acquire land, the approval of two-thirds (2/3) of those Owners who are present and voting shall be required. A quorum must be present at the time any vote is taken. Loss of quorum requires immediate adjournment of the meeting.



5. Maintenance Budget and Assessments: The Owners shall establish the annual maintenance budget in January of each year. This amount shall be divided equally among and assessed against the lots. A notice of assessment shall be sent to each Owner. Payment shall be due thirty (30) days after notice of assessment. Interest shall accrue on assessments at the rate of nine (9) percent per annum from the date on which they are due.

6. Assessments as Liens: The assessment shall be a lien against the lot of the Owner as of the date on which the Owners determine the amount of the assessment. The Association shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The Association may also personally sue the Owner for the amount of the assessment, together with legal fees and interest.

7. Other Assessments: The Association, upon approval of two-thirds (2/3) of the Owners present and voting at a meeting at which a quorum exists, may establish additional assessments for other purposes. Collection shall be as set forth in Paragraphs 5 and 6 above.

8. Personal Liability for Assessments: Transfer of any lot, by whatever means, shall not extinguish any lien for an unpaid assessment.

9. Bylaws: The Association may adopt Bylaws not inconsistent herewith, which shall set forth the details of the management of the Association.

10. No Compensation for Officers: No elected officer shall receive a salary. Officers may be reimbursed for out-of-pocket expenses in connection with the duties they perform for the Association.

11. Qualification of Officers: All elected officers shall be Owners. In the event an officer ceases to be an Owner, he/she shall immediately forfeit his/her office.

12. Annual Elections of Officers: Elections shall occur at the meeting in January of each year when the annual maintenance budget is determined. Each officer shall hold office until a successor is elected. In the event of a vacancy, an interim election shall be held at a special meeting. The newly-elected officer shall complete the term of the officer he/she is replacing.

13. Special Meetings: Special meetings shall be called at the request of any ten (10) Owners. Such notice shall be in writing and comply with the notice requirements set forth above.

14. Association May Enforce: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a



waiver of the right to do so hereafter.

C. MISCELLANEOUS AND GENERAL PROVISIONS

1. Modification of Restrictions: By written consent of ninety percent (90%) of all of the lot owners, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner. The secretary of the Association shall cause the amended Declarations to be recorded with the County Auditor.

2. Severability Clause: The Association shall, at all time, observe all of the laws, regulations, ordinances and the like of the City of Richland, County of Benton, State of Washington and The United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the life shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

3. Termination of Declaration, Covenants, Conditions and Restriction: This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of ninety (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.

4. Covenants, Conditions and Restrictions Run with the Land: All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described in Exhibit B, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

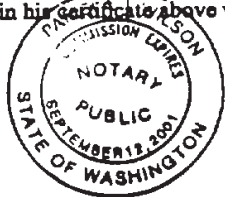
5. Standing to Enforce Terms of Declaration: Any lot owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration. In the event of a dispute, the prevailing party shall be entitled to reimbursement of all attorney fees and court costs associated with the dispute.

6. Supersedes Prior Declaration. This Restated and Amended Declaration of Protective Restrictions, Covenants and Agreements for The Vineyards shall supersede and replace in total that Declaration previously recorded with the Office of the Auditor of Benton County recorded on the 11th day of February, 1998, under Auditor's No. 93 3444.



instrument, and acknowledged to me that they Executed, signed and sealed the same as a free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in his certificate above written.



James E. [Signature]
Notary Public
In and for the State of WASHINGTON
Residing at W. RICHMOND
Notary Commission Expires 9/12/01



Dated this 4th Day of March 1998.

Signature of Owner: James William Etter
[Signature]

Signature of Owner: Mary Etter
[Signature]

Signature of Owner: Total Quality Construction
By: [Signature] [Signature]
[Signature] [Signature]

State of Washington
County of Benton

I, Pamela J. Wilson, a Notary Public in and for the State and County
aforesaid, do hereby certify that on this 4th Day of March, 1998
personally appeared before me James William Etter and Mary Etter
personally known to me to be the individual(s) described in and who executed the foregoing
instrument, and acknowledged to me that they Executed, signed and sealed the same
as a free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and
year in his certificate above written.



[Signature]
Notary Public
In and for the State of Washington
Residing at West Richland
Notary Commission Expires 9/12/01

State of Washington
County of Benton

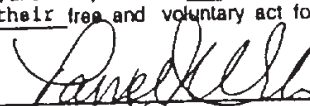
I, Pamela J. Wilson, a Notary Public in and for the State and County
aforesaid, do hereby certify that on this 4 Day of March, 1998
personally appeared before me GORDON SALAZAR & KIM SALAZAR
personally known to me to be the individual(s) described in and who executed the foregoing

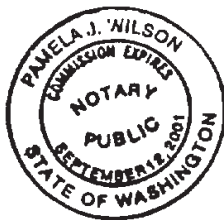


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Benton County

STATE OF WASHINGTON }
COUNTY OF BENTON } SS

I certify that I know or have satisfactory evidence that GARY W. NORTHROP
KAREN J. NORTHROP
are the persons who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and
purposes mentioned in this instrument.
Dated: 3-5-98


PAMELA J. WILSON
Notary Public in and for the State of WASHINGTON
Residing at WEST RICHLAND
My appointment expires: 9/12/01





The Vineyards Architectural Control Committee

Submittal Form
for
The Vineyards

The Vineyards: Lot _____ Block _____

Submitted by : _____ Date: _____

Address: _____

Telephone: _____ Contact person: _____

Submittals required for final approval:

1. Site plan
2. Floor plan
3. Elevations
4. Specifications/Material Descriptions
5. Landscape Plan
6. Exterior Colors

Main Body Color: _____

Facia Trim: _____

Window & Door Trim: _____

Corner Trim: _____

Roofing material & color _____

Brick: _____

Stone: _____

Stucco: _____



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Benton County

Appendix A
The Vineyards
Approved Exterior Colors

Sberwyn William				
SW2001 F	SW2036 F	SW2078 F	SW2113 F	SW2218 F
SW2002 F	SW2037 F	SW2079 B,F	SW2114 F	SW2219 B,F
SW2003 B,T,F	SW2038 B,T,F	SW2080 B,T,F	SW2115 B,F	SW2220 B,T,F
SW2004 B,T,F	SW2039 B,T,F	SW2081 B,T,F	SW2116 B,T,F	SW2221 B,T,F
SW2005 F	SW2040 F	SW2082 F	SW2117 F	SW2222 F
	SW2041 F	SW2083 F		SW2223 F
SW2008 F	SW2050 F	SW2085 F	SW2120 F	SW2225 F
SW2009 F	SW2051 F	SW2086 B,F	SW2121 B,F	SW2226 B,F
SW2010 B,T,F	SW2052 B,T,F	SW2087 B,T,F	SW2122 B,F	SW2227 B,T,F
SW2011 B,T,F	SW2053 B,T,F	SW2088 B,T,F	SW2123 B,T,F	SW2228 B,T,F
SW2012 F		SW2089 F	SW2124 F	SW2229 F
			SW2125 F	SW2230 F
SW2015 F	SW2057 F	SW2091 F	SW2127 F	SW2274 F
SW2016 F	SW2058 B,F	SW2093 B,F	SW2128 B,F	SW2275 F
SW2017 B,T,F	SW2059 B,T,F	SW2094 B,T,F	SW2129 B,F	SW2276 B,F
SW2018 B,T,F	SW2060 B,T,F	SW2095 B,T,F	SW2130 B,T,F	SW2277 B,F
		SW2096 F	SW2131 F	SW2278 F
				SW2279 F
SW2022 F	SW2064 F	SW2099 F	SW2134 F	
SW2023 F	SW2065 B,F	SW2100 F	SW2135 F	
SW2024 B,T,F	SW2066 B,T,F	SW2101 B,T,F	SW2136 B,T,F	
SW2025 B,T,F	SW2067 B,T,F	SW2102 B,T,F	SW2137 B,T,F	
	SW2068 F	SW2103 F	SW2138 F	
			SW2139 F	
SW2029 F	SW2071 F	SW2106 F	SW2211 F	
SW2030 F	SW2072 B,F	SW2107 F	SW2212 B,F	
SW2031 B,T,F	SW2073 B,T,F	SW2108 B,F	SW2213 B,T,F	
SW2032 B,T,F	SW2074 B,T,F	SW2109 B,F	SW2214 B,T,F	
SW2033 F	SW2075 F	SW2110 F	SW2215 F	
	SW2076 F			

B=Main Body Color
T=Window and Door Trim Color
F=Fascia Color



Appendix A
The Vineyards
Approved Exterior Colors

Kwal-Hawells, Ponderosa, Columbia					
5310W B,T,F	5370W B,T,F	5430W B,T,F	5570W B,T,F	5710W B,T,F	
5311W B,T,F	5371W B,T,F	5431W B,T,F	5571W B,T,F	5711W B,T,F	
5312M B,T,F	5372M B,T,F	5432M B,T,F	5572M B,T,F	5712M B,T,F	
5313M F	5373M F	5433M F	5573M F	5713M F	
5314D F	5374D F	5444D F	5574D F	5714D F	
5320W B,T,F	5380W B,T,F	5440W B,T,F	5580W B,T,F	5720W B,T,F	
5321W B,T,F	5381W B,T,F	5441W B,T,F	5581W B,T,F	5721W B,T,F	
5322M B,T,F	5382M B,T,F	5442M B,T,F	5582M B,T,F	5722M B,T,F	
5323M F	5383M F	5443M F	5583M F	5723M F	
5324D F	5384D F	5444D F	5584D F	5724D F	
5330W B,T,F	5390W B,T,F	5450W B,T,F	5610W B,T,F		
5331W B,T,F	5391W B,T,F	5451W B,T,F	5611W B,T,F		
5332M B,T,F	5392M B,T,F	5452M B,F	5612M B,T,F		
5333M F	5393M F	5453M F	5613M F		
5334D F	5394D F	5454D F	5614D F		
5340W B,T,F	5400W B,T,F	5460W B,T,F	5620W B,T,F	White Tones	
5341W B,T,F	5401W B,T,F	5461W B,T,F	5621W B,T,F	5760W B,T,F	
5342M B,T,F	5402M B,T,F	5462M F	5622M B,T,F	5770W B,T,F	
5343M F	5403M F	5463M F	5623M F	5780W B,T,F	
5344D F	5404D F	5464D F	5624D F	5800W B,T,F	
5350W B,T,F	5410W B,T,F	5470W B,T,F	5630W B,T,F	5810W B,T,F	
5351W B,T,F	5411W B,T,F	5471W B,T,F	5631W B,T,F	5820W T,F	
5352M B,T,F	5412M B,T,F	5472M B,T,F	5632M B,T,F	5830W B,T,F	
5353M F	5413M F	5473M F	5633M F	5840W B,T,F	
5354D F	5414D F	5474D F	5634D F	5850W B,T,F	
5360W B,T,F	5420W B,T,F	5560W B,T,F	5640W B,T,F	5870W B,T,F	
5361W B,T,F	5421W B,T,F	5561W B,T,F	5641W B,T,F	5880W B,T,F	
5362M B,T,F	5422M B,T,F	5562M B,T,F	5642M B,T,F	5890W T,F	
5363M F	5423M F	5563M F	5643M F	5900W B,T,F	
5364D F	5424D F	5564D F	5644D F	5920W B,T,F	

B=Main Body Color
T=Window and Door Trim Color
F=Fascia Color



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Page: 17 of 17
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Benton County

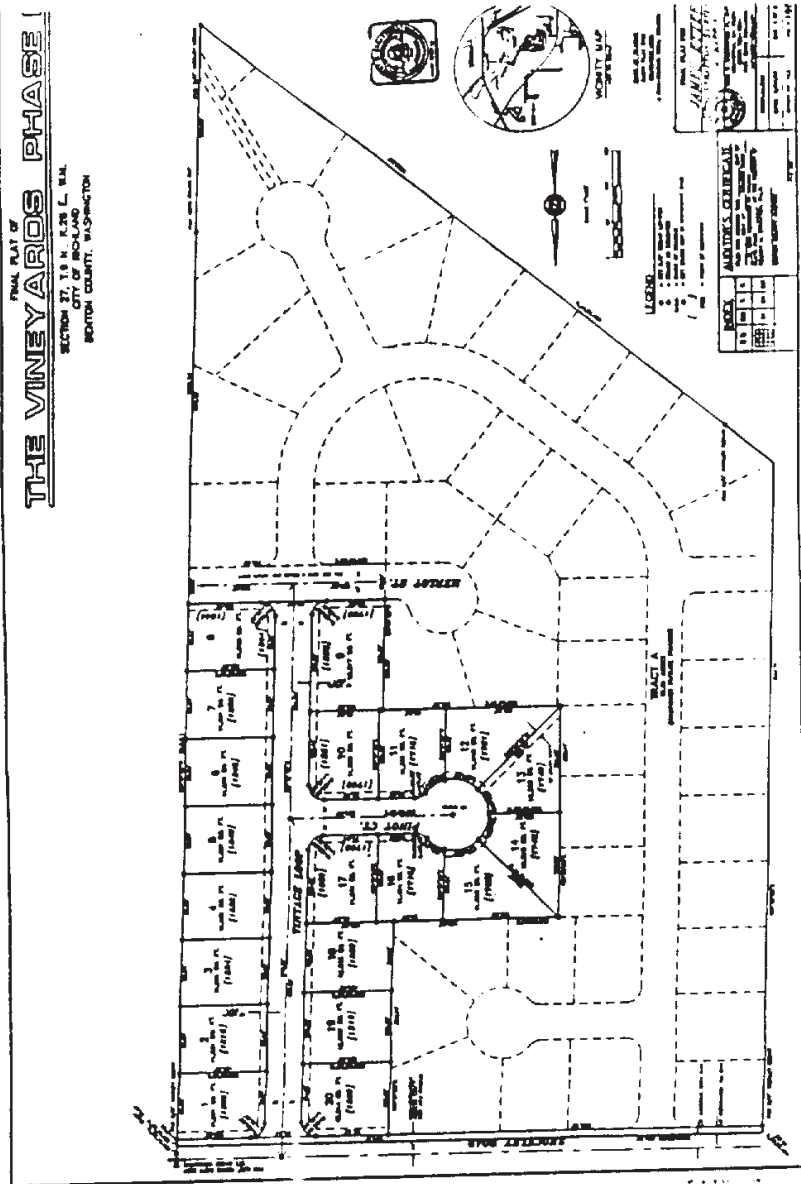


EXHIBIT B
15

200

98 3444

FILED

FEB 11 4 28 PM '98

BERNARD J. WILSON, AUDITOR

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Return Name and Address:
 James & Mary Etter
 P.O. Box 1697
 Richland, WA 99352

PLEASE PRINT OR TYPE INFORMATION:

<p>Document Title(s)(or transactions contained therein):</p> <p>1. Declaration of Protective Restrictions Covenants and Agreements 2. 3. 4.</p>
<p>Grantor(s)(Last name first, first name, middle initials):</p> <p>1. Etter, James W. 2. The Vineyards 3. 4. Additional names on page _____ of document.</p>
<p>Grantee(s)(Last name first, first name, middle initials):</p> <p>1. The Public 2. 3. 4. Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Additional legal is on page _____ of document.</p>
<p>Reference Number(s) of documents assigned or released:</p> <p>Additional numbers on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.</p>
<p>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.</p>

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Declaration of Protective Restrictions
Covenants and Agreements
for

The Vineyards

Benton County, Washington

KNOW ALL MEN BY THESE PRESENTS: That the undersigned being owners of and having all interest in the property described as follows:

Lots 1 Through 64 Inclusive, THE VINEYARDS according to the Plat thereof recorded in Book _____ of Maps, Page _____ of the official records of the County Recorder of Benton County, Washington. See attached copy of Exhibit B page 11.

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USE RESTRICTIONS

1. Use of Lots as a Single Family Subdivision: All Lots within The Vineyards shall be known and described as residential Lots and shall be occupied and used for single family residential purposes only, and construction thereon shall be restricted to single-family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in The Vineyards, except as set forth in paragraph 4 of this Article below. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is Prohibited). No horizontal property regime or condominium shall be created within The Vineyards. No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.

2. Animals: No animals, livestock or poultry shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds maintained on any portion of the Project is reasonable. Any decision rendered by the Board shall be final.

3. Signs, Restrictions on Commercial Uses: No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more that five (5) square feet, shall be allowed in the Project. No billboards, stores, offices or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant, buyer or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonable required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and

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equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant.

4. Garbage and Rubbish, Storage Areas: Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items. Or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.

5. Vehicles: No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the project. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any Lot or in front of any Lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked in front of a Lot in a front driveway or otherwise on a Lot where it can be seen from any street. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Architectural Control Committee. Disabled vehicles shall not be parked on the driveways and street. Parking on the street shall be limited to 72 hours. Enforcement of this provision shall include written notice to the owner with a 24 hour grace period; and thereafter the vehicle shall be removed from the street at the owners expense.

6. Lights: Except as initially installed by Declarant, 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 directed or reflected on any other Lot or the Common Area, or any part thereof without the prior written consent of the Board. No television or satellite dishes shall be visible from roadways of lots, other lots within the subdivision or Common Areas. An exterior light pole with a 60 watt bulb shall be installed within 10 feet of the front property line or two decorative lights shall be installed on the corners of garages facing the street.

7. Leasing: The Owners of Lots shall have the absolute 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 users contained in this Declaration and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

Architectural Design Standards and Construction Guidelines

The Architectural Design Standards and Construction Guidelines, as contained herein, are

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to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in The Vineyards and for maintaining an orderly construction environment. These guidelines are used by the Architectural Control Committee (ACC). The ACC reserves the right to grant variances or modify these standards as it deems appropriate.

8. Submittals required for Architectural Control Committee approval: All submittals required for Architectural Control Committee review and approval shall be accomplished by the submittal form adopted by the ACC. The following items shall be submitted to the Architectural Control Committee for approval. The ACC may request additional material to be submitted at its discretion:

- A. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.
 - B. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
 - C. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
 - D. Specifications describing the materials and finishes proposed for both interior and exterior construction.
 - E. Landscape plan showing proposed landscape layout for the front yard and side yard for corner lots, including layout of plant types and sizes.
- Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be selected from the ACC approved list of exterior colors.

ALL SUBMITTALS AND INQUIRIES WILL BE MADE TO: Chuck Sheeley, 9455 Jerrico Road, Richland, WA 99352 and/or Bill Etter, 509-628-0729.

Prior to the commencement of construction, the Owner or Builder shall obtain written approval of the proposed improvements from the ACC. Such approval may be condition upon submittal and approval of ;the landscape plan and the exterior colors.

9. Design standards

A. Minimum Square Feet: All homes shall have a minimum of 1700 square feet of finished space exclusive of basements, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 2100 square feet.

B. Exterior Elevations: Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior wall are encouraged. Large expanses of flat, unbroken surfaces are discouraged. Exterior wall shall be limited to 16 feet flat expanses. Brick, stone, or stucco, where used, shall wrap the corners a minimum of two feet. Where siding is

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used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible.

Unless otherwise approved the ACC as compatible with a particular architectural design or style, the minimum pitch for roofs 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.

Two story homes are prohibited on corner lots, as determined by the ACC.

C. Exterior Finishes and Colors: Brick, Stone, or Stucco; 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, stucco will be required; however, the front exterior elevation shall have no less than 30% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco colors shall be compatible with the exterior colors selected and approved by ACC. Darker brick shades are encouraged. White or light gray brick is not permitted.

D. Siding: Hardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted:

- 4" reveal cottage lap
- 6" reveal cottage lap
- 6" full lap
- 8" full lap
- Vertical siding as approved by the ACC.

Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding is prohibited.

E. Exterior Paint Colors: Select exterior paint colors from the Approved Exterior Colors list for the main body color, window and door trim, and fascia (see Appendix A). The Approved Exterior Colors list designates those colors that are approved for use as the main body color (B), window and door trim color (T), and fascia color (F) and are grouped by color family or color card. Any variance from the approved exterior color selections must be approved in writing by the ACC. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached.

F. Main Body Color: Select from the approved exterior colors list for the main color (B) unless otherwise approved in writing by the ACC.

G. Corner and Batten Trim: Painted trim on corners shall be the same color as the main body color unless otherwise approved in writing by the ACC.

H. Window and Door Trim: Colors shall be from approved list. Colors shall be from the same color card as chosen for the main body unless approved by the ACC. White trim is preferred on homes with blue/gray tones for the main body color. Lighter trim colors are

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encouraged. Dark contrasting trim around windows and doors are not approved; however darker tones are permitted to match a darker main entry door.

I. Fascia Trim: Fascial trim (F) shall be selected from the Approved Exterior Colors list and from the same color card as the main body color chosen from the approved exterior color list. White fascia is preferred on homes with blue/gray tones for the main body color. Other tones not of the same color group are not allowed unless approved in writing by the ACC.

J. Roof: Roofs shall be architectural 30 year grade or higher quality. Only darker colors are permitted. White, light brown, and light blue roofs are not permitted.

K. Garages: Interiors of garages shall be sheet rocked, taped, textured, and painted. The primary purpose of the garage required for each lot is for parking and storage of automobiles and other vehicles. No other use of a garage which prohibits or limits the use of a garage for parking shall be permitted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.

L. Detached Storage Facilities: Detached storage facilities shall be of the same construction, finish, and color as proposed for the approved house. Small trailers and equipment shall be stored behind approved screens or fencing.

M. Fences: Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence and the finish proposed. Homeowners shall comply with the City of Richland guidelines for corner lot fencing. Whenever possible, adjoining lots shall use common corner posts. All adjoining lots shall use the same fence material and color to promote conformity in the subdivision. All fences shall be 4 to 6 feet high, unless otherwise approved by the ACC. Fence setbacks shall be at least six feet behind the principle setback of the house on each side of the lot. Transition in fence height from 4 feet to 6 feet shall be accomplished by stepping, not angling the fence top.

N. Landscaping: A landscape plan shall be prepared and submitted to the ACC. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged. The builder shall be responsible for minimum landscaping in the front yard (and side yards on corners) to include under ground sprinklers. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

O. Mailboxes: Mailbox clusters will be provided by the developer. Replacement necessitated by damage from whatever source shall be at the expense of the builder/homeowners.

P. Basketball Equipment: Basketball backboards shall not be permitted on the roof or

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walls of a dwelling.

Q. Jobsite maintenance: The owner or builder shall be responsible for maintaining the jobsite in an orderly manner. Effort will be made to have all debris policed by the close of business every Friday. Dogs without leashes shall not be permitted on the jobsite. Temporary toilets shall be placed within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the owner or builder in a clean and orderly manner.

R. Homeowners Association: An association shall be formed at the discretion of the developer and the association shall have the authority to assess maintenance fees for support of common areas. The association shall assume control of ACC functions when directed by the developer.

Miscellaneous and General Provisions

Modification of Restrictions: By written consent of ninety percent (90%) of all of the lot owners, the association may be given such additional powers as may be described by the association, or otherwise modify or amend this declaration in any manner.

Severability Clause: The association shall, at all time, observe all of the laws, regulations, ordinances and the like of the City of Richland, County of Benton, State of Washington and The United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the life shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

Termination of Declaration, Covenants, Conditions and Restriction: This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of ninety (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.

Covenants, Conditions and Restrictions Run with the Land: All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described in Exhibit B, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration.

Standing to Enforce Terms of Declaration: Any lot owner, or the association, may

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maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration. In the event of a dispute, the prevailing party shall be entitled to reimbursement of all attorney fees and court costs associated with the dispute.

Dated this 11th Day of FEBRUARY 1998.

Signature of Developer: [Signature]

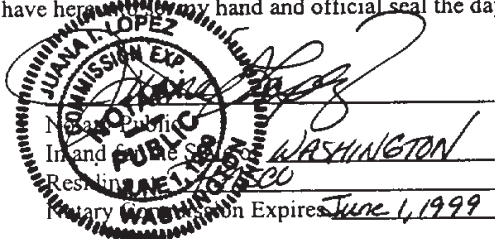
Signature of Developer: [Signature]

State of WASHINGTON

County of BENTON

I, JUANA I. LOPEZ, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 11th Day of FEBRUARY, 1998 personally appeared before me JAMES W. ETTER + MARY DAHLGREN ETTER personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that THEY Executed, signed and sealed the same as a free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in his certificate above written.



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The Vineyards Architectural Control Committee

Submittal Form
for
The Vineyards

The Vineyards: Lot _____ Block _____

Submitted by : _____ Date: _____

Address: _____

Telephone: _____ Contact person: _____

Submittals required for final approval:

- 1. Site plan
- 2. Floor plan
- 3. Elevations
- 4. Specifications/Material Descriptions
- 5. Landscape Plan
- 6. Exterior Colors

Main Body Color: _____

Facia Trim: _____

Window & Door Trim: _____

Corner Trim: _____

Roofing material & color _____

Brick: _____

Stone: _____

Stucco: _____

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Appendix A
The Vineyards
Approved Exterior Colors

Sherwyn William				
SW2001 F	SW2036 F	SW2078 F	SW2113 F	SW2218 F
SW2002 F	SW2037 F	SW2079 B,F	SW2114 F	SW2219 B,F
SW2003 B,T,F	SW2038 B,T,F	SW2080 B,T,F	SW2115 B,F	SW2220 B,T,F
SW2004 B,T,F	SW2039 B,T,F	SW2081 B,T,F	SW2116 B,T,F	SW2221 B,T,F
SW2005 F	SW2040 F	SW2082 F	SW2117 F	SW2222 F
	SW2041 F	SW2083 F		SW2223 F
SW2008 F	SW2050 F	SW2085 F	SW2120 F	SW2225 F
SW2009 F	SW2051 F	SW2086 B,F	SW2121 B,F	SW2226 B,F
SW2010 B,T,F	SW2052 B,T,F	SW2087 B,T,F	SW2122 B,F	SW2227 B,T,F
SW2011 B,T,F	SW2053 B,T,F	SW2088 B,T,F	SW2123 B,T,F	SW2228 B,T,F
SW2012 F		SW2089 F	SW2124 F	SW2229 F
			SW2125 F	SW2230 F
SW2015 F	SW2057 F	SW2092 F	SW2127 F	SW2274 F
SW2016 F	SW2058 B,F	SW2093 B,F	SW2128 B,F	SW2275 F
SW2017 B,T,F	SW2059 B,T,F	SW2094 B,T,F	SW2129 B,F	SW2276 B,F
SW2018 B,T,F	SW2060 B,T,F	SW2095 B,T,F	SW2130 B,T,F	SW2277 B,F
		SW2096 F	SW2131 F	SW2278 F
				SW2279 F
SW2022 F	SW2064 F	SW2099 F	SW2134 F	
SW2023 F	SW2065 B,F	SW2100 F	SW2135 F	
SW2024 B,T,F	SW2066 B,T,F	SW2101 B,T,F	SW2136 B,T,F	
SW2025 B,T,F	SW2067 B,T,F	SW2102 B,T,F	SW2137 B,T,F	
	SW2068 F	SW2103 F	SW2138 F	
			SW2139 F	
SW2029 F	SW2071 F	SW2106 F	SW2211 F	
SW2030 F	SW2072 B,F	SW2107 F	SW2212 B,F	
SW2031 B,T,F	SW2073 B,T,F	SW2108 B,F	SW2213 B,T,F	
SW2032 B,T,F	SW2074 B,T,F	SW2109 B,F	SW2214 B,T,F	
SW2033 F	SW2075 F	SW2110 F	SW2215 F	
	SW2076 F			

B=Main Body Color
T=Window and Door Trim Color
F=Fascia Color

10A

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Appendix A
The Vineyards
Approved Exterior Colors

Kwal-Howells, Ponderosa, Columbia				
5310W B,T,F	5370W B,T,F	5430W B,T,F	5570W B,T,F	5720W B,T,F
5311W B,T,F	5371W B,T,F	5431W B,T,F	5571W B,T,F	5721W B,T,F
5312M B,T,F	5372M B,T,F	5432M B,T,F	5572M B,T,F	5722M B,T,F
5313M F	5373M F	5433M F	5573M F	5723M F
5314D F	5374D F	5444D F	5574D F	5724D F
5320W B,T,F	5380W B,T,F	5440W B,T,F	5580W B,T,F	5730W B,T,F
5321W B,T,F	5381W B,T,F	5441W B,T,F	5581W B,T,F	5731W B,T,F
5322M B,T,F	5382M B,T,F	5442M B,T,F	5582M B,T,F	5732M B,T,F
5323M F	5383M F	5443M F	5583M F	5733M F
5324D F	5384D F	5444D F	5584D F	5734D F
5330W B,T,F	5390W B,T,F	5450W B,T,F	5610W B,T,F	
5331W B,T,F	5391W B,T,F	5451W B,T,F	5611W B,T,F	
5332M B,T,F	5392M B,T,F	5452M B,F	5612M B,T,F	
5333M F	5393M F	5453M F	5613M F	
5334D F	5394D F	5454D F	5614D F	
5340W B,T,F	5400W B,T,F	5460W B,T,F	5620W B,T,F	White Tones
5341W B,T,F	5401W B,T,F	5461W B,T,F	5621W B,T,F	5760W B,T,F
5342M B,T,F	5402M B,T,F	5462M F	5622M B,T,F	5770W B,T,F
5343M F	5403M F	5463M F	5623M F	5780W B,T,F
5344D F	5404D F	5464D F	5624D F	5800W B,T,F
5350W B,T,F	5410W B,T,F	5470W B,T,F	5630W B,T,F	5810W B,T,F
5351W B,T,F	5411W B,T,F	5471W B,T,F	5631W B,T,F	5820W T,F
5352M B,T,F	5412M B,T,F	5472M B,T,F	5632M B,T,F	5830W B,T,F
5353M F	5413M F	5473M F	5633M F	5840W B,T,F
5354D F	5414D F	5474D F	5634D F	5850W B,T,F
5360W B,T,F	5420W B,T,F	5560W B,T,F	5640W B,T,F	5870W B,T,F
5361W B,T,F	5421W B,T,F	5561W B,T,F	5641W B,T,F	5880W B,T,F
5362M B,T,F	5422M B,T,F	5562M B,T,F	5642M B,T,F	5890W T,F
5363M F	5423M F	5563M F	5643M F	5900W B,T,F
5364D F	5424D F	5564D F	5644D F	5920W B,T,F

B=Main Body Color
T=Window and Door Trim Color
F=Fascia Color

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