

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

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

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND USE RESTRICTIONS
FOR GRAYHAWK**

Reference numbers of related documents: 2016-028827

Grantor: North Stone Richland, LLC

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: Portions of Section 29, Township 10 North, Range 28 East, W.M.,
Benton County, Washington.

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Number: 1-2908-200-0004-000; 1-2908-100-0003-003

WHEREAS, North Stone Richland, LLC, as Declarant, created the Grayhawk Subdivision of Horn Rapids, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on September 26, 2016 under Recording No. 2016-028827, a Covenants, Conditions, Restrictions and Use Restrictions for Grayhawk; and

WHEREAS, North Stone Richland, LLC, as Declarant, reserved unto itself the right to amend the Covenants, Conditions, and Restrictions for Grayhawk; and

WHEREAS, North Stone Richland, LLC desires to amend said Covenants, Conditions, Restrictions and Use Restrictions for Grayhawk;

FIRST AMENDMENT TO DECLARATION OF
COVENANTS

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Use Restrictions for Grayhawk as follows:

- 1) Section 2.2. Approval of Building Plans. All plans shall be submitted to the Initial Construction Committee (ICC) for required approvals before construction begins. After house is constructed, completed and/or sold to a home owner the architectural control committee (ACC) shall govern and enforce the building restrictions set forth in this document and any other document that pertains to, but not limited to , building restrictions, fences, landscaping etc. In addition to the addendum 1 outlining ICC rules, regs and standards, the following Building Restrictions shall apply unless approved in writing by ICC or ACC.
- 2) Section 2.3. Single Story Construction. All Living Units constructed on Grayhawk, Phase 1, Lots 1 through 9, as depicted on Grayhawk Phase 1, Benton County Auditor File No. 2016-028442, shall be no more than one story high, and no more than twenty-two (22) feet in height. All Living Units constructed on Grayhawk, Phase 2, Lots 17 and Phase 3 lots 8 through 14, as depicted on the recorded plats Grayhawk Phase 2 & 3 shall be no more than one story high, and no more than twenty (20) feet in height above finished floor elevation. No dormers or windows are permitted in the roof, above plate height, on the rear of the Living Units.
- 3) Section 2.5. Restrictions as to Materials for Exterior Construction. Exteriors of all buildings and structures shall be constructed as follows:
 - (1) Lots #49-55 in Phase 1 and Lots #28-31 in Phase 2 shall be stucco, with optional masonry accents allowed. Front elevation stucco trim around doors and windows on these Lots shall be 4" minimum width and contain details of contour elements such as flutes, sills, curves, or raised areas. Examples are available from ICC and/or ACC: Catalog of Foam Shapes, pages 1, 2, 3, 4, 6, 9, 18, 19. ICC submittals must include examples of Stucco Trim Details. Flat plain trim will not be allowed on Lots #49-55 in Phase 1 and Lots #28-31 in Phase 2.
 - (2) Buildings and structures on Lots #1-48 in Phase 1, Lots #1- 27 and 32-43 in Phase 2, and Lots #1-14 Phase 3 shall be stucco and/or lap siding, brick, stone or masonry product. If lap siding is used, the front of the home shall have a minimum of 7% coverage of, brick, stone or masonry, (no tile or slate). The 7% of total sq. ft. is without subtracting areas for doors, windows. Front elevation shall include entry door side of garage, all inset porch or entry areas covered or not. Only the side of columns facing the street frontage will count toward 7% minimum. A full stucco front with 2ft wrap, with window/door trim may be optional of masonry. No board and bat, no vinyl siding, no plywood, No T-1-11 or 4x8, No 2x8 sheet

siding, however stucco board will be allowed in gable areas with trim pieces covering seams on 48" centers only. No trim allowed every 24" or 16" O.C.

- (3) All corner lot houses with Stucco exteriors shall require Stucco Trim Details as described above on side street elevations. Example: If Stucco Exterior, Stucco Trim Details shall apply to door and windows on house elevations facing side streets.
 - (4) On any stucco exterior elevation that does not have doors or windows, bellybands and or vertical accents may be required.
 - (5) For lap siding exteriors on corner lots, houses with gables facing side streets shall use other siding material above ceiling plate height such as: fiber cement simulated hardi-shake siding material and/or accent material such as stucco, belly band, vents etc. (The intention is to avoid continuous lap siding from the foundation to top of gables without breaks/accents.)
 - (6) Exterior Colors – Shall be desert earth tones that must be approved by ICC. No bright colors of blue, yellow or red shall be allowed.
 - (7) Roofs – Shall be architectural composition 30, 40 or 50 year and Weatherwood color only, unless approved by ICC. High Profile Ridge Caps shall be installed on ridges. Builders may use the vented ridge caps for venting instead of metal roof vents.
 - (8) Street Trees – The two (2) required front yard street trees shall be selected from the approved ICC/ACC list and must be planted 6 feet from back edge of sidewalk to qualify.
 - (9) The Initial Construction Committee and the Architectural Control Committee shall not approve the design of any building or structure that does not comply with these restrictions.
- 4) Section 2.6. Setbacks. The Initial Construction Committee must approve building plans and setbacks from the property line prior to construction. The ICC discourages more than (1) one home out of every two (2) consecutive lots, within eighteen (18) feet of the front property line. One (1) home out of every two (2) consecutive lots must have a twenty (20) foot minimum front setback to garage. Front setback is fifteen (15) feet to front of living area, eighteen (18) feet to front of garage, six (6) foot side yard setback, and twenty (20) foot rear yard setback. City code prohibits three (3) plans with same elevations in a row, for this zoning. The Initial Construction Committee shall not approve the design of any building or structure that does not comply with these restrictions.

- (1) View Protection Boundary shall be the 20 foot rear yard Setback line for Lots 13-16 & Lots 18-21 in Phase 2, and Lots 1-7 in Phase 3.

The Setback for Lot 22 shall be 20 feet in rear yard area from the crest of the slope as constructed at time of Plat being recorded, along with a side yard Setback of 15 feet from the common property line of Lot 22 & 23 at the point of intersection of the 20 ft rear yard set back described and 15 ft side yard from the common property line. Remaining Setback along the side yard of the common property line for lot 22 shall be 6 ft. Lot 23 Setback shall be the 20 foot rear yard Setback.

Notwithstanding the foregoing, awnings and roof decks, whether permanently attached or detached to living units, and the columns supporting the same maybe constructed in the view protection boundary only if; (1) approved by the city of Richland building department; (2) The largest cross sectional dimension of the column is less than 12 inches; (3) The roof and all other structural members and other elements a fixed thereto are at a height greater than 9 feet above the highest elevation of the adjacent curb of each respective lot; and (4) The awning or deck roof extends no more than 16 feet from the exterior wall of the residential structure. Awnings and deck roofs must be approved in advance by the initial construction control committee for the architectural control committee he and may be rejected if in the committees judgment the proposed awning or deck roof will interfere with the view. In addition to the restrictions stated above, no continuous or solid hedge shall be grown, cultivated, allowed or maintained in the view protection boundary with a hike in excess of 24 inches above the highest elevation of the curb adjacent to each respective lot.

5) Section 2.7. Landscape Easements.

- (1) Lots 1-9 in Phase 1 contain a Landscape Easement adjacent to Tract A, and granted to the HOA. The Landscape Easement is depicted on the Plat. Lot owners are restricted from encroaching upon the Landscape Easement to construct any retaining walls, fences, structures of any kind, plant shrubs or trees without written approval from the ACC. No persons or pets shall be permitted to enter Landscape Easement due to the sensitive erosion characteristics of the property within the development. Any damage caused as a result of entry on the Landscape Easement shall be professionally repaired at the expense of the Lot Owner and the trespassing party. The Horn Rapids Master Homeowners Association shall have the right to supervise and approve the repairs described herein. **No work, construction, landscaping, fill material, or any other entry or access may be made upon any Lot beyond the actual physical toe (bottom) of slope, as it**

exists in fact (which may differ from, and should not be confused with, the toe (bottom) of slope depicted without written permission from the Declarant during the Development Period, or from the Horn Rapids Homeowners Association thereafter.

- (2) Lots 17, 21, and 22 in Phase 2, and Lots 9 - 14 in Phase 3 contain a Landscape Easement granted to the HOA. The Landscape Easement is depicted on the Plat and is generally known as the sloped area at the rear of Lots mentioned. Lot owners are restricted from encroaching upon the Landscape Easement to construct any retaining walls, fences, structures of any kind, plant shrubs or trees without written approval from the ACC. In no event shall any plants, trees, shrubs within Landscape Easement be allowed to grow and infringe or interfere with views from Lots above the slope area. No persons or pets shall be permitted to enter Landscape Easement due to the sensitive erosion characteristics of the property within the development. Any damage caused as a result of entry on the Landscape Easement shall be professionally repaired at the expense of the Lot Owner and the trespassing party. The Horn Rapids Master Homeowners Association shall have the right to supervise and approve the repairs described herein. No work, construction, landscaping, fill material, or any other entry or access may be made upon any Lot beyond the actual physical toe (bottom) of slope, as it exists in fact (which may differ from, and should not be confused with, the toe (bottom) of slope depicted without written permission from the Declarant during the Development Period, or from the Horn Rapids Homeowners Association thereafter.

- 6) All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Covenants, Conditions, Restrictions and Use Restrictions for Grayhawk shall remain in full force and effect.

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

NORTH STONE RICHLAND, LLC

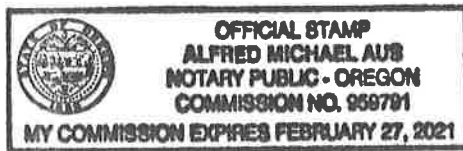
By: Stew Stone
Stew Stone, Member

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

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 17th day of July, 2017, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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

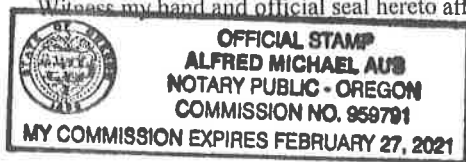


Alfred Michael Aus
NOTARY PUBLIC in and for the State of Oregon, residing at STANTON
My Commission Expires: 2-27-2021

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 17th day of July, 2017, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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



Alfred Michael Aus
NOTARY PUBLIC in and for the State of Oregon, residing at STANTON
My Commission Expires: 2-27-2021

EXHIBIT A

PROPOSED GREYHAWK PERIMETER LEGAL DESCRIPTION

That portion of the South-half of Section 20 and a portion of the North-half of Section 29, Township 10 North, Range 28 East, Willamette Meridian, City of Richland, Benton County, Washington described as follows:

BEGINNING at a 3" Brass cap marking the Northeast corner of the Northeast quarter of said Section 29;

Thence South $86^{\circ}44'38''$ West along the North line of the Northeast quarter of said Section 29 for a distance of 1504.67 feet to the most Westerly Northeast corner of Parcel B, North Stone Richland, LLC parcel as described under Benton County Auditors file number 2008-036200, Records of Benton County, Washington, said point also being the TRUE POINT OF BEGINNING of the parcel to be described;

Thence leaving the North line of the Northeast quarter of said Section 29, North $89^{\circ}33'31''$ West, 626.63 feet;

Thence South $76^{\circ}07'32''$ West, 237.83 feet to the most Westerly Northwest corner of said Parcel B;

Thence leaving the boundary of said Parcel B and continuing South $76^{\circ}07'32''$ West, 114.19 feet;

Thence South $87^{\circ}59'08''$ West, 592.48 feet;

Thence North $78^{\circ}30'24''$ West, 487.33 feet;

Thence South $72^{\circ}11'54''$ West, 136.50 feet to the Easterly line of that certain 100.00-foot wide canal easement as described under Benton County Auditors file number 87-4710, Records of Benton County, Washington;

Thence along the Easterly line of said 100.00-foot wide canal easement the following courses;

Thence South $17^{\circ}48'06''$ East, 39.93 feet;

Thence South $16^{\circ}50'19''$ East, 52.58 feet;

Thence South $18^{\circ}53'38''$ East, 53.84 feet;

Thence South $18^{\circ}11'20''$ East, 54.75 feet;

Thence South $18^{\circ}17'43''$ East, 56.07 feet;

Thence South $15^{\circ}22'47''$ East, 57.93 feet;

Thence South $13^{\circ}17'15''$ East, 57.95 feet;

Thence South $03^{\circ}26'56''$ East, 59.69 feet;

Thence South $01^{\circ}05'20''$ West, 62.80 feet;

Thence South $07^{\circ}38'49''$ West, 56.58 feet;

Thence South $08^{\circ}22'19''$ West, 67.21 feet;

Thence South $14^{\circ}06'37''$ West, 55.03 feet;

Thence South 13°06'15" West, 51.38 feet;

Thence South 14°43'37" West, 54.17 feet;

Thence South 15°58'33" West, 53.36 feet;

Thence South 15°59'46" West, 56.84 feet;

Thence South 18°29'49" West, 56.52 feet;

Thence South 19°42'21" West, 50.83 feet;

Thence South 22°06'48" West, 59.21 feet;

Thence South 24°47'36" West, 57.37 feet;

Thence South 27°20'53" West, 56.37 feet;

Thence South 32°27'28" West, 56.52 feet;

Thence South 35°43'55" West, 54.16 feet;

Thence South 40°44'09" West, 53.78 feet;

Thence South 44°38'37" West, 47.07 feet;

Thence South 45°45'17" West, 55.08 feet;

Thence South 42°34'58" West, 48.62 feet;

Thence South 37°49'02" West, 59.06 feet;

Thence leaving the Easterly line of said 100.00-foot wide canal easement, South 83°18'03" East, 149.61 feet;

Thence North 21°09'54" East, 150.46 feet;

Thence North 69°08'53" East, 145.17 feet;

Thence North 57°25'12" East, 413.92 feet;

Thence North 62°10'13" East, 407.76 feet;

Thence North 65°32'56" East, 251.91 feet;

Thence North 78°14'19" East, 136.99 feet;

Thence South 84°34'08" East, 702.43 feet;

Thence Southeasterly, along the arc of a 641.00 foot radius, non-tangent curve to the left (the radius of which bears North 28°36'49" East) through a central angle of 03°02'38" for an arc distance of 34.05 feet;

Thence North 64°02'25" East, 111.55 feet to the Northerly right of way line of River Park Drive, said point being 42.00 feet Northerly of the centerline thereof, when measured at right angles or radial, said point also being on the South line of Lot 17, Maidstone at Horn Rapids according

to the Plat thereof, recorded in Volume 15 of Plats, page 36, Records of Benton County, Washington;

Thence along the Northerly right of way line of said River Park Drive and said Lot 17, Northwesterly, along the arc of a 558.00 foot radius, non-tangent curve to the right (the radius of which bears North 18° 25' 31" East) through a central angle of 02° 04' 24" for an arc distance of 20.19 feet;

Thence leaving the Northerly right of way line of said River Park Drive, and continuing to following the Plat boundary of said Maidstone at Horn Rapids the following courses:

Thence North 15° 36' 34" East, 84.57 feet;

Thence North 26° 17' 38" East, 80.93 feet;

Thence North 40° 08' 37" East, 80.74 feet;

Thence North 46° 09' 03" East, 595.22 feet;

Thence leaving the Plat boundary of said Maidstone at Horn Rapids, North 53° 45' 39" West, 222.36 feet;

Thence North 89° 33' 31" West, 92.93 feet to the TRUE POINT OF BEGINNING and the end of this legal description.

Containing: 40.86 acres, more or less.

TOGETHER WITH and subject to easements, reservations, covenants and restrictions apparent or of record.