

After Recording Return to:  
Lorri Taylor  
Consortium LLC  
815 W. Seventh Avenue  
Suite 200  
Spokane, WA 99204



**Declaration of  
Covenants, Conditions, and Restrictions**

**Chapel Hill Phase I  
Pasco, Washington**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ("Declaration") is made on the date hereinafter set forth, by MT - I LLC a State of Washington Limited Liability Company ("Declarant"), with reference to the following facts:

- A. Declarant desires to create on the Property a subdivision development to be known as "Chapel Hill Phase I" hereinafter referred to as the "Project".
- B. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all the Lots and Owners thereof.
- C. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and easements all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and every part thereof. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Project.

**Article 1**

**Definitions**

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

- 1.1 Architectural Control Committee. A three member board comprised initially of:
  - i) the Declarant and/or its designee,
  - ii) MT - I LLC ("Developer"), and/or its designee, and
  - iii) a third party selected by agreement between the Declarant and the Developer.



The Architectural Control Committee, hereinafter referred to as the Committee, shall review all architectural and landscape plans for improvements or modification of existing improvements within the Project. The Declarant and the Developer have the sole and exclusive right at their individual and separate discretion, to select and appoint a successor to their respective position on the board.

- 1.2 Chapel Hill. Chapel Hill Phase I.
- 1.3 Bollard Lighting. A yard light which shall be required in front of each home, to be built as the home is constructed. The Bollard Light shall be standardized throughout all of the Lots and shall generally be 4'-0" tall and approximately 2'-0" square with a light on the top of the Bollard and a lighted address of the home on the front of the Bollard.
- 1.4 Declarant. MT - I LLC, its successors-in-interest or assignees with respect to the entire Project, but excluding independent third parties purchasing completed Lots.
- 1.5 Declaration. The Declaration of Covenants, Conditions, and Restrictions, as may be amended from time to time.
- 1.6 Home Occupation. The uses permitted by the definition and descriptions for "Home Occupation" set forth in the City of Pasco Planning and Zoning Ordinance, as may be amended.
- 1.7 Land Use. One (1) single family residential dwelling per Lot that complies with the designated City of Pasco zoning designation, the corresponding zoning, improvements and use provisions set forth in City of Pasco Planning & Zoning Ordinance, as may be amended and this Declaration, as may be amended. The Declaration further prohibits any uses, within the Project, that are included under definitions and descriptions for day care facilities, nursery schools, in or out patient medical facilities, and rehabilitation or recovery facilities.  
  
During the development phase of the Project, this Declarant and its assigns shall be allowed to operate a model home/sales office within the Project.
- 1.8 Landscape Professional. A person, partnership or corporation, who designs or installs landscaping as a regular part of its business activity.
- 1.9 Lot. Any particular and separately designated parcel of land indicated by a lot number on the Plat, (Lots 1-128), as described herein, and zoned by the City of Pasco as "Single Family Residential".
- 1.10 Mortgage. Includes a mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.
- 1.11 Mortgagee. Includes a beneficiary or holder of a deed of trust, real estate contract, vendor or other holder of a mortgage (including Declarant or Declarant's assignee with respect to any purchase money security interest retained by Declarant on sale of any Lot).
- 1.12 Mortgagor. Includes a mortgagor, the trustor of a deed of trust, real estate contract, vendee, or other individual granting a security interest in any Lot.

- 1.13 Owner or Owners. The record holder or holders of title of a Lot or Lots in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract for sale to a purchase, the purchaser, rather than the fee owner, shall be considered the "Owner".
- 1.14 On Street Parking. Any parking that is off of the Lot and in the Public ROW of the dedicated street.
- 1.15 Plat. The recorded Final Plat of Chapel Hill Phase I, that depicts the land included within the Project, which identifies each Lot and all other elements in the Project.
- 1.16 Project. The entirety of the project described by this Declaration (generally synonymous with "Property").
- 1.17 Project Documents. This Declaration, the Plat, and applicable statutory and regulatory documents, any of which may be restated or amended from time to time.
- 1.18 Property. The land described in this Declaration, and every easement or right appurtenant thereto, intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.
- 1.19 Utility Easements. Those areas designated, as such, on the Plat, that have been dedicated or granted for installation, access, maintenance and repair of utilities and communications systems or networks within the Project.

## Article 2

### Architectural Control

- 2.1 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant hereunder, no building, sign, fence, wall, obstruction, awning, improvement, or structure of any kind, which would be visible from any area outside of any Lot, shall be commenced, erected, painted, or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Architectural Control Committee.
- 2.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, material and location of all proposed improvements or alterations including landscaping shall be submitted to the Architectural Control Committee (Committee) for approval as to quality of workmanship and design and harmony of external design with existing structures, as to location and in relation to surrounding structures, and finish grade elevation, all with reference to the architectural standards set forth in this Article.

It is the intent of these provisions to avoid a mixture of architectural and landscaping styles, which would create disharmony of design and appearance as determined by the Committee. The Committee shall review front and back yard landscaping to insure a proper mixture of trees, shrubs and turf is installed together with the irrigation sprinkler system.



All decisions by the Committee shall be by majority vote, except as otherwise required herein. Neither the Committee nor any of its members shall be liable to any owner for any decision made by the Committee in good faith and in accordance with this Article.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article, and may perform such additional functions as may be in the best interest of the Project, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. Any applications submitted to the Committee pursuant to this Article shall be deemed approved, unless written disapproval or request, for additional information or materials by the Committee shall have been transmitted to the applicant within fifteen (15) days after the date of receipt by the Committee of all required materials.

- 2.3 Construction Requirements. All new construction shall be completed within six (6) months of the commencement of the construction, with the landscaping completed as provided for in Section 2.4.8. The Architectural Control Committee has authority to grant reasonable extensions based upon weather conditions or other acts of God.
- 2.3.1 Domestic Water. The City of Pasco Water District is the purveyor for domestic water to the Lots in the Project. The Developer will provide a tap-on connection, from the City's system to a boundary of each Lot of the Project. It shall be the Lot owner's responsibility and obligation to secure any hook-up approvals and pay for any and all on-site installation and associated costs and fees, related to being provided domestic water services. Private water systems are prohibited on all Lots of the Project.
- 2.3.2 Irrigation Water. An Irrigation Water purveyor shall provide water strictly for irrigation purposes to the Lots in the Project. The Developer will provide a tap-on connection, to the purveyor's dry-line irrigation system. It shall be the Lot owner's responsibility and obligation to secure any hook-up approvals and pay for any and all on-site installation and associated costs and fees related to irrigation water services.
- 2.3.3 Municipal Fees. The Lot owner shall be responsible and obligated to secure the required regulatory permits to construct improvements, as approved by the Committee, on the Lot and to pay for any and all costs and fees, including impact fees, related to the building and construction permits.
- 2.3.4 Unapproved Construction. If any structure shall be erected, placed, altered or maintained upon any Lot, otherwise than in accordance with approved plans and specifications, such use shall be deemed to have been undertaken in violation of this Article 2.3. Upon written notice from the Committee any such violations shall be removed or re-altered and any such use shall be terminated, so as to extinguish such violation. If within fifteen (15) days after the notice of such a violation, the Owner of the Lot, upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the violation, the Committee, the Developer or the Declarant, shall have the right through its agents or employees to enter the Lot and as may be necessary to extinguish any violation and the costs thereof shall be a binding personal obligation of said Owner.
- 2.4 Architectural Guidelines. While the Committee shall have discretion in approving architectural plans and specifications submitted pursuant to the Article, the following specific guidelines shall apply:

- 2.4.1 Minimum Dwelling Size. Lots 1-128, according to Final Plat of Chapel Hill Phase I, on the gross floor area of the primary detached structure, exclusive of the garage, any basement area or any attached ancillary structures, shall, for a single story structure, be a minimum of 1,150 square feet, and for split level or two (2) story structures, be a minimum of 1,600 square feet.

Additionally, a garage which provides sufficient space for the parking of two passenger vehicles shall be included. Garages, described above, shall be used perpetually for parking of passenger vehicles and shall not be converted to accommodate any residential, trade, or commercial uses.

- 2.4.2 Accessory Buildings. No detached garages or accessory or utility buildings shall be permitted unless such structure is designed and integrated with the overall architecture and landscaping, is architecturally compatible with the main structure and is approved by the Committee. A single-story storage shed no greater than 200 square feet in floor area may be placed on the property provided that both the color and roofing of the shed is consistent with the design and construction of the residential structures and is not in violation of any zoning or building codes or regulations by the City of Pasco.

- 2.4.3 Roof Construction. Roofs shall be covered with good quality wood shingles, or shakes, or with slate tile or a composition roofing material of a weight, and texture deemed viably comparable and structurally equivalent to wood, slate, or tile. Furthermore, said roof material shall be of a fire class rating of "A" or "B". Any replacements shall be of like material and color or alternate products to be approved by Committee.

- 2.4.4 Fences. Lot owners may erect fencing only in the rear and side yards, not to extend beyond the front building line. Fencing may not be higher than six (6) feet. Fencing shall be constructed of synthetic or composite materials for durability and maintenance purposes (no chain link, or wood). "Good Neighbor" fencing in which each side of fence is identical is required.

Front yard fencing is prohibited. Corner lots shall be considered to have two front yards and two side yards for purposes of this restriction. The fencing of corner lots side yards may not extend beyond the front or side building line of the residential structure.

A permit from the city is required prior to installation of fencing and fencing must also comply with the ordinance requirements of the City of Pasco. The Developer installed perimeter fencing shall be owned and maintained by each adjoining lot owner and shall not be removed. Property owners adjoining said fence shall be responsible for payment of all costs associated with maintenance and upkeep. Repair or replacement of this perimeter fencing shall be with like kind materials. The Developer installed fencing, shall be approved by the City of Pasco, prior to the installation. The City may make repairs or replace the fencing as needed.

- 2.4.5 Mailboxes. Design and placement of mailboxes and newspaper receptacles shall be a part of, and in aesthetic harmony with the landscape and architectural plans submitted and approved by the Committee.

- 2.4.6 Antennas. No radio, citizen band, or other communication antennas shall be erected upon any Lot or dwelling. Provided however, the Committee shall have the authority to approve any such item in the future if new technologies develop and such antennae



products that are deemed by the Committee to be unobtrusive to the surrounding properties.

- 2.4.7 Temporary Residence. No trailer, basement, tent, shack, garage, barn, camper, or other outbuilding or any structure of a temporary character attached or placed on any Lot shall at anytime be used as a residence.
  
- 2.4.8 Landscaping Requirements. As part of the construction of each single-family residence within the Project, the Lot owner shall be required to install a sprinkler system, landscape and plant the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right of way lying between the curb and the residential structure as per the City of Pasco ordinance. Residential structures located on lots with frontage on more than one roadway shall landscape and plant all yards lying between the residential structure and the curb of the roadway. The time limit for completion of the required landscaping shall be no later than 90 days from the date of occupancy of the residential structure. The lot owner shall plant, cultivate, and maintain at least one leafy tree, one inch or more in diameter at the base, in the front yard or in the curb side grassy swale. Corner lot owners shall also plant, cultivate and maintain a tree in the side yard or side yards grassy swale, but shall not impair traffic site distances. The lot owner shall also be required to plant and maintain grass in the grassy area between the curb and the sidewalk, and shall not allow any fills or grade changes as per the City of Pasco ordinance.
  
- 2.4.9 Exterior Lighting. All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting. No high wattage or mercury vapor yard lights are permitted.

Each Lot shall be required to construct a Bollard Light in front of their home. The Bollard shall be located 10 feet off of the back edge of the public sidewalk and 5 feet from either the driveway edge which is closest to the home's front door, if the driveway is located on the same street as the front of the house and if not then 5 feet off of the sidewalk that leads to the front door of the house. The lights that are a part of the Bollard shall be 'hard-wired' to the homes electrical panel with no switches, photo sensors, or timers such that the lights remain lit at all times.

- 2.4.10 Satellite Dish. One satellite dish per house is permitted as long as it is attached to the residence and is deemed unobtrusive to the surrounding properties by the Architectural Control Committee.
  
- 2.5 Waiver by Committee. Notwithstanding the guidelines set forth in this Article, the Committee shall have the right by majority vote to waive any of the architectural standards relating to applying value, colors, materials, and types of construction provided the Owner is able to satisfy the Committee that the proposed colors, materials and/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the project.



### Article 3

#### Use Restrictions

In addition to all of the covenants contained herein, the use of the Property and each Lot is subject to the following:

- 3.1 Use of Individual Lots. No Lot shall be occupied and used except for private, single family residential purposes by the Owners, their tenants, and invitees. To the extent allowed by the "Home Occupation" provisions of the Pasco Planning and Zoning Ordinance, the trade or business use of a Lot shall be restricted as follows:
  - 3.1.1 Family Member. The allowable home occupation may only be conducted by a family member, and involve no non-family employees on the site.
  - 3.1.2 Visibility. The allowable home occupation must have no exterior visibility, be conducted totally within the residence, and not be open to the public.
  - 3.1.3 Traffic or Parking. The allowable home occupation must not increase vehicular traffic in the Project, or increase on-street parking.

Day care facilities, nursery schools, in-patient, out-patient, medical facilities, including rehabilitation or recovery facilities are prohibited within the Project. Educational religious activities must comply with the above-described "home occupation" restrictions.

No goods, equipment, materials, supplies, or vehicles (including buses, trucks, and trailers) of any description used in connection with any trade, service, or business whenever the same may be conducted, shall be kept, parked, stored, dismantled, or repaired outdoors on any Lot or on any road within the Project.
- 3.2 Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in anyway interfere with, the quite enjoyment of each Owner of his respective lot.
- 3.3 Signs. Signs temporarily advertising Lots for sale or rent may be displayed on the Property without prior approval of the Committee provided that such signs shall be of reasonable and customary size. Except as expressly permitted by this paragraph, no signs shall be displayed in public view on any Lot or any portion of the Property, unless first approved by the Committee in its discretion. Any signs installed by the Declarant or the Developer for purposes associated with the Project are exempt and excluded from this provision.
- 3.4 No Further Subdivision. No Lot shall be further split, or subdivided for sale, resale, lease, mortgage or gift for the purpose of creating an additional building site.
- 3.5 Garbage Disposal. No Lot shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage, and other waste shall be kept in aesthetically non-offensive and good-condition sanitary containers concealed from view. The temporary storage of such refuse and/or wood piles, etc. shall not be allowed within view of the street, except for garbage

containers and receptacles are permitted on the front portion of the Lot during a twelve (12) hour period before and a twelve (12) hour period after scheduled pick up by the servicing garbage entity.

- 3.6 Animal Restrictions. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except a reasonable quantity of ordinary household pets such as dogs, cats and birds, may be kept on the property, provided however, that they are not kept, bred, or maintained for commercial purposes, and that they are kept in accordance with the animal control laws of the City of Pasco. No commercial kennels shall be kept on any Lot.
- 3.7 Recreational Vehicles. Exposed, unlicensed vehicles shall not be permitted upon the streets of the Project, nor within public view upon any Lot. Recreational vehicles, (RV's), campers, trailers, including boats, shall not be parked upon the streets of the Project for more than three hours at any one time. Permanent or seasonal storage of recreation vehicles is prohibited except in rear yards, enclosed side yards, or within garages. Any storage shall be in such a manner as to fully conceal the stored vehicle or trailer & contents from public view. No semi-truck and/or trailer shall be permitted to park on the streets within the Project, other than while making deliveries or unloading passengers.
- 3.8 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article, or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representations as to the present of future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictions shall assume all risk of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

#### Article 4

##### General Provisions

- 4.1 Duration. This Declaration shall continue in full force for a term of thirty (30) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in the following sub-paragraph.
- 4.2 Amendment. Upon completion of the Declaration Development Period, when all Lots in all phases of Chapel Hill are sold, amendments to these covenants, conditions and restrictions can be made by a vote of the Lot Owners. Said vote to amend the Declaration shall require a sixty seven percent (67%) affirmative vote of the then current total Lot ownership subject to the Declaration.
- 4.3 Declarant Rights and Reservations. The Declarant is undertaking the work of subdivision and sale of the Project. Completion of that work is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:
- i) Prevent Declarant its contractors or subcontractors from going on the Property, or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

- ii) Prevent Declarant or its representative from erecting, constructing and maintaining on any part or parts of the Property such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential subdivision and disposing of the same in parcels by sale, lease or otherwise; or
  - iii) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease, or disposition thereof.
- 4.3.1 So long as Declarant, its successors-in-interest or assigns, owns one or more of the Lots established and described in Declaration, except as otherwise specifically provided for herein, Declarant, its successors and assigns shall be subject to the provisions of this Declaration.
- 4.3.2 In the event Declarant shall convey all of its right, title and interest in and to the Property to any third person, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such third person shall be obligated to perform all such duties and obligations of the Declarant.
- 4.4 Enforcement. The Committee, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter provided by this Declaration , and in any such action shall be entitled to recover its costs, and reasonably attorney fees as are ordered by the Court. Failure by any such person or entity to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter.
- 4.5 Severability. Should any provisions of this Declaration be declared invalid or in conflict with any applicable law, the validity of all other provisions shall remain in full force and effect.
- 4.6 Conflict of Project Documents. If there is any conflict among or between the Project documents, the provisions of this Declaration shall prevail thereafter, priorities shall be given to Project documents in the following order: Plat, and then rules and regulations.





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Page: 11 of 11  
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CONSORTIUM

COV

29.00 Franklin Co, WA

**EXHIBIT A**

**Legal Description of Chapel Hill, Phase I**

Lots 1-128 of the Chapel Hill Phase I plat located in a portion of the S  $\frac{1}{2}$  and the NW  $\frac{1}{4}$  of Section 15 T.9 N., R. 29 E., W.M., Franklin County, Washington.