

Filed for Record at Request of and
copy returned to:

David Richards

P.O. Box 38

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
CHAPEL HILL DIVISION TWO
A RESIDENTIAL SUBDIVISION PROJECT
FRANKLIN COUNTY, WASHINGTON**

Grantee: RR Land Holdings, LLC, a Washington limited liability company

Grantor: Future Homeowners

Legal Description: Franklin County Tax Parcel Ids: 117430151 through 117430237 inclusive
and Tax Parcels Ids: 117420152 through 117420157 and commonly
known as Lots 1 through 87 of Chapel Hill Division II and Lots 2 though 7
of Short Plat 2010-14.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
LOMA VISTA
FRANKLIN COUNTY, WASHINGTON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on the date hereinafter set forth by RR LAND HOLDINGS, LLC., a Washington limited liability company ("Declarant"), successor in interest to Loma Vista Tri-Cities, LLC., with reference to the following facts:

Declarant has subdivided certain property into separate lots and streets and has constructed or will construct thereon certain community improvements and, thereafter the Parcels will be sold to the general public or to builders for the construction of residential dwellings establishing a residential community.

The development shall be referred to herein as the "Project" and each Owner shall receive fee or equitable title to a Parcel.

Declarant intends by this document to impose upon the Parcels mutually beneficial restrictions under a general plan of ownership and operation of the Project for the benefit of all of the said Parcels and the Owners thereof.

Declarant hereby declares that the Property and the Project 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 the Project, and every part thereof, in accordance with the plan for the establishment of the Project as a residential community. 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 Property or 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 "Declarant" means RR Land Holdings, LLC., a Washington limited liability company, and its successors-in-interest and assigns with respect to the entire Project. The term "Declarant" shall not include independent third parties purchasing completed Parcels.

1.2 "Declaration" means this Declaration of Covenants, Conditions and Restrictions, as it may be restated or amended from time to time.

1.3 "Owner or Owners" means the record holder or holders of title to a Parcel in the Project. This shall include any person having a fee simple title to any Parcel, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Parcel is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.4 "Parcel" means any separately identified parcel of real property, denoted by a Parcel number on the Survey and the Project map and intended for sale to and improvement by an individual buyer.

1.5 "Person" means any individual or any corporation, joint venture, limited liability company, limited partnership, partnership, firm, association, trust, or other similar entity or organization.

1.6 "Project" means the entirety of the project described by this Declaration.

1.7 "Project Documents" means this Declaration and the Survey as each shall be restated or amended from time to time.

1.8 "Property" means the land described in this Declaration, together with every building, improvement or structure thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit or enjoyment of the Owners.

1.9 "Survey" means the recorded survey map showing the surface of the ground included within the Project, which identifies each Parcel in the Project and shows its relative location and approximate dimensions.

ARTICLE 2. USE RESTRICTIONS

2.1 Governmental Regulation; Strictest Standard Control. Any and all improvements on a Parcel shall comply with the applicable zoning and building laws. Prior to the commencement of any improvements on a Parcel that requires a permit from the City of Pasco, the Owner shall first obtain the necessary and proper permit. Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases of Loma Vista restrictions shall be taken to govern and control.

2.2 Use of Individual Parcels. All Parcels shall be for single family residential purposes only. No Parcel shall include more than one (1) single family residential dwelling. The gross floor area of the primary detached structure, exclusive of garage, basement or any attached ancillary structure (i.e. porch or other covered area), shall, for a single story structure, be a minimum of 1500 square feet, except for lots numbered 8-34, 39-43, and 70-79, which shall have a minimum of 1,400 square feet. One and one-half, split level, or a two-story structures shall have a minimum of 2,000 square feet. Each single family dwelling structure shall include a two-car garage with a minimum size of 440 square feet.

2.3 Restrictions Against Commercial Enterprise. No Parcel may be used for commercial or other non-residential purposes, except for a home office business, which shall be allowed provided that (i) there shall be no outward appearance of the business (e.g., no signs or advertising); (ii) no additional noise or disturbance to the Owners of other Parcels; (iii) no substantial increase in vehicle or pedestrian traffic or parking of vehicles within the Project on account of the business; and (iv) no goods, equipment, materials, inventory or supplies used in connection with the business shall be kept and stored outside of home. Operation of a daycare within the Project is strictly prohibited.

2.4 Pet Restrictions. No animals shall be raised or maintained on any Parcel, except as follows: up to two (2) cats and/or two (2) dogs may be kept on any Parcel. The right of an Owner to maintain animals within the Project is expressly conditioned on a requirement that they be kept under strict

control at all times when in the Project (e.g., dogs being leashed). Owners shall ensure that animal fecal matter is picked up and disposed of in a manner that does not generate odors that are offensive to the Parcel Owners. Animal cages or runs shall be located in the back yards of Parcels or if located in the side yards shall be screened by fences not visible from the public right-of-way or any other Parcel.

2.5 Parcel Maintenance. Each Parcel shall be maintained in a clean, neat and orderly condition and in good repair at all times. All rubbish, trash and garbage shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers which shall be kept screened and concealed from the view of other Parcels and all public ways. Each Property owner shall comply with all laws and statutes requiring maintenance of surface areas so as to control any erosion and/or blowing dust originating from one's property.

2.6 Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Parcel, 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 any way interfere with the quiet enjoyment of each of the Owners of his or her respective Parcel, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same.

2.7 Vehicle and Equipment Restrictions. No utility, boat, camper or other trailer, mobile home, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, boat, or similar equipment, and no vehicle which is in an extreme state of disrepair shall be permitted to remain on the Property, other than temporarily (as for purposes of loading and unloading of passengers or personal property), unless placed within an enclosed garage, or positioned completely behind a fence and on an impervious surface such as asphalt or concrete on the respective Parcel. No noisy or off-road, unlicensed motor vehicles shall be maintained or operated upon the Property. All vehicles not in compliance with this provision may be subject to towing at the owners expense after five (5) days.

2.8 Signs. Signs identifying the names of Parcel Owners, the developer or advertising Parcels for sale or rent, may be displayed on the particular Parcel without prior approval of the Committee, provided that such signs shall be larger than 4' by 4'. Political signs may be displayed on a Parcel provided that such sign does not exceed 16" by 32" and is removed within five (5) days of the applicable election date. Except as expressly permitted by this Section no signs shall be displayed to the public view on any Parcels or on any portion of the Property, unless first approved by the Architectural Committee, in its discretion.

2.9 Leasing of Parcels. Any Owner may lease his or her Parcel to any tenant or lessee under such terms and conditions as they may agree, except that no lease or rental agreement shall relate to less than the whole of any Parcel. Any lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents shall be a default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any costs incurred which result from the lessee's actions.

2.10 Mining; Drilling, or Removal of Soils. No oil drilling, oil development operations, oil refining, quarrying, or mining operations including sand and gravel extraction of any kind shall be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas, shall be erected, maintained or permitted upon any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Parcel.

2.11 Additional Restrictions. In addition to all of the covenants contained herein, the use of the Property and each Parcel therein is subject to the following additional restrictions:

2.11.1 **Exterior Finishes.** The exterior siding of a home constructed within the Project shall consist of either a stucco finish, cementitious fiberboard, rock or stone type accents or a combination of the foregoing and shall not be constructed of single wall type construction wherein the structural sheathing is also exposed and utilized as the exterior finish materials. In no case shall be the exterior siding of a home constructed within the Project be (i) T-11 vertical type siding; (ii) vinyl siding; (iii) aluminum siding; or (iv) steel siding. Exterior finishes must be completed within four (4) months of construction beginning on a single family dwelling. The dominant Roof line pitches must be not less than 5 inches of vertical rise per 12 inches of horizontal run. Shingles shall be of the architectural type with a minimum warranty of 30 years. All soffit areas shall be enclosed or "boxed" so as to not be able to see the roof sheathing materials.

2.11.2 **Exterior Color Palette.** All homes constructed within the Project shall consist of not less than three (3) exterior colors nor more than four (4) exterior colors. All external colors shall be of a reasonable color that matches the existing color palette of other homes in the Project, subject to the Architectural control Committee approval.

2.11.3 **Landscaping.** Front and back yard landscaping shall be completed (i) within sixty (60) days of the issuance of the certificate of occupancy when such certificate is issued between April 1 through September 1 and (ii) by the following June 1 when the certificate of occupancy is issued between September 2 through March 31. Unoccupied homes shall be subject to the same restrictions. Within four (4) months of the issuance of a certificate of occupancy, the Parcel Owner is required to plant and maintain a deciduous tree (red maple, autumn pear, or flowering plum) with a minimum diameter of 2", in the front yard.

2.11.4 **Storage Building.** An Owner may not maintain more than one (1) temporary or portable storage building on the Owner's Parcel. Any temporary or portable storage building may be no larger than a maximum of one hundred and twenty (120) square feet and 8 feet in height. No Parcel may contain a portable carport. All portable storage buildings maintained on a Parcel shall be similar to the home on such Parcel in exterior color(s). Permanent shops or garages may be constructed provided the Owner complies with all applicable laws, rules, and regulations and the permanent shop or garage be similar to the home on the Parcel in both architectural style and exterior color. No Parcel Owner shall permit a temporary storage or shipping container (i.e. pods) to be located on the Owner's Parcel for a period of time that exceeds thirty (30) days.

2.11.5 **Exterior Lighting.** All external lighting shall be non-glare and approved by the Committee (as defined below) prior to installation.

2.11.6 **Clothes Line.** A Parcel Owner is prohibited from maintaining a clothes line on the Parcel unless such clothes line is not visible from the street fronting the Parcel on which the clothes line is located.

2.11.7 **Window Treatments.** Any window treatments must be of a commercial type and style whether curtains, blinds, shades, etc.

2.11.8 **Satellite Dishes.** No satellite dishes over twenty-four (24) inches in diameter are permitted on any structure of a Parcel. Satellite dishes may not be installed on the front of a structure located on a Parcel. No Owner may have more than two (2) satellite dishes on the Owner's Parcel.

2.11.9 **Fences.** All fences constructed on a Parcel by the Parcel Owner must be: (i) six feet (6') in height; (ii) constructed out of solid vinyl type; and (iii) white in color. Trees, hedging, and natural vegetation may be used as a border line without the prior written approval of the Committee.

ARTICLE 3. UTILITIES; EASEMENTS

3.1 Owners' Rights and Duties. The rights and duties of the Parcel Owners with the Project with respect to utilities shall be as follows:

3.1.1 Whenever water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections or any portion thereof, is or upon Parcels owned by other than the Owner of a Parcel served by said connections, the Owners of any Parcels served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefore to enter upon the Parcels or to have the utility companies enter upon said Parcels in or upon which said connections, or any portion thereof lie, to repair, replace, and generally maintain said connections as and when necessary.

3.1.2 Whenever water, electric, gas, television receiving or telephone lines or connections are located or installed within the Project, which connections serve more than one Parcel, the Owner of each Parcel served by said connection shall be entitled to full use and enjoyment of such portions of said connections to service his or her Parcel.

3.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request to one of such Owners addressed to the Declarant, the matter shall be submitted to the Declarant which shall help mediate the dispute between the Owners. If the Owners are unable to resolve their dispute with the help of the Declarant, the respective Owners shall submit their dispute to mediation conducted pursuant to the Revised Code of Washington, Chapter 7.04A..

3.2 Utility Easements. Declarant also expressly reserves for the benefit of itself and its successors-in-interest and assigns, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television and other utility lines and services, as may be deemed appropriate to service the Property. The Declarant makes no representations with respect to the availability of any specific utility services.

ARTICLE 4. ARCHITECTURE CONTROL

4.1 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 the street or from any other area outside of any Parcel itself, shall be commenced, erected, painted or maintained upon any Parcel, 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 (the "Committee"), which shall be appointed by Declarant.

4.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, or the size, lettering and general appearance of any sign, shall be submitted to the Committee for approval as to quality of workmanship and design, and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Committee.

The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. Any application submitted to the Committee pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Committee of all required materials.

The Committee shall have the right to adopt and publish certain architectural guidelines ("Guidelines") to assist Owners in preparing development plans for the separate Parcels. Additionally, the Committee shall have the authority to approve or disapprove of any request for a variance or modification of these guidelines. Decisions by the Declarant and/or Committee shall be final and binding.

4.3 Architectural Control Committee. The number, appointment and term of members of the Committee shall be governed by the following:

4.3.1 If a Committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee. Unless and until a Committee is appointed, the functions of the Committee shall be undertaken by the Declarant.

4.3.2 The Declarant may appoint all of the original members of the Committee and all replacements until one hundred percent (100%) of all Parcels in the Project have been sold.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. Neither the Committee nor any member of the Committee shall be liable in damages or otherwise for decisions made in good faith pursuant to the authority granted in this Article.

ARTICLE 5. EMINENT DOMAIN

In the event of any taking of any Parcel in the Project by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Parcel shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, such Owner and his or her mortgagee(s) shall be divested of all interest in the Project if such Owner shall vacate the Parcel as a result of such taking. The remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such taking.

ARTICLE 6. DURATION AND AMENDMENT

6.1 Duration. This Declaration shall continue in full force for a term of fifty (50) 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 a material amendment to this Declaration as set forth in Section 6.2

6.2 Amendment. This Declaration may only be amended in the following manner. An amendment shall be adopted at a duly called meeting of the Owners by the vote, in person or by proxy, representing not less than sixty-seven percent (67%) of the total voting power of the Owners, and the consent of the Declarant for so long as the Declarant owns any Parcel. For the purposes of amending this Declaration, each Parcel Owner shall have one vote.

ARTICLE 7. DECLARANT'S RIGHTS AND RESERVATIONS

Declarant has undertaken the work of developing the Project and the creation of a residential community thereon. The completion of that work and the sale, rental, and other disposal of the Parcels are 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 project as rapidly as possible, nothing in this Declaration shall be understood or construed to:

7.1 Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Parcel, whatever is reasonably necessary or advisable in connection with the completion of the work; or

7.2 Prevent Declarant or its representatives 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 community, and disposing of the same by sale, lease or otherwise; or

7.3 Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof.

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.

ARTICLE 8. GENERAL PROVISIONS

8.1 Enforcement. 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 charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Invalidity of Any Provision. If for any reason any provision of this Declaration is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Declaration will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

8.3 Conflict of Project Documents. If there is any conflict among or between the Project Documents, the provisions of this Declaration shall prevail.

**SIGNATURE PAGE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
LOMA VISTA
FRANKLIN COUNTY, WASHINGTON**

The undersigned, being the Declarant herein, has executed this Declaration on the 20th day of May, 2011.

DECLARANT:

RRLH, LLC, a Washington limited liability company

By: *[Signature]*

Name: David A Richards, As Managing Member of RRLH LLC in his capacity as President of Asgard Enterprises Inc.

STATE OF WASHINGTON)
County of FRANKLIN):ss.

On this 20th day of May, 2011, before me a Notary Public in and for the state of Washington, personally appeared DAVID A RICHARDS, known or identified to me to be the Managing Member, respectively, of RRLH, LLC, the limited liability company that executed the within instrument and the persons who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

[Signature]
Notary Public (Signature)

Melissa N-Hill
(Print Name)

My appointment expires: MARCH 7th 2014

