

After Recording Return to:

ENVISION LAND AND DEVELOPMENT, LLC
16 W. Harrison St. #104
Seattle, WA 98119

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF JUNIPER GROVE AT CHAPEL HILL PHASE 4**

This declaration made this by Envision Land and Development LLC, A Washington Limited Liability Company ("Declarant") is made with reference to the following recitals and as follows:

Envision Land and Development LLC, A Washington Limited Liability Company is the owner of that certain real property situated in the County of Franklin, State of Washington, more particularly described as follows:

**LOTS 1 THROUGH 34 IN CHAPEL HILL PHASE 4, IN PASCO, FRANKLIN COUNTY, WASHINGTON,
FURTHER DESCRIBED IN THE ATTACHED LEGAL DESCRIPTION.**

WHEREAS, it is the intention of the undersigned Owner to impose certain conditions and restrictions upon the premises above-described to encourage and maintain the unique neighborhood that is created as Chapel Hill Phase 4, within the Chapel Hill Subdivision. These Covenants are for the purpose of creating a general plan for the improvement of said property and for the mutual benefit of each and every lot or parcel of land indicated within the above description.

The word "Tract" as hereinafter used shall mean all the property as herein described. The words "Lot or Lots" as hereinafter used shall be deemed to mean residential lots, unless otherwise provided.

NOW, THEREFORE, it is hereby declared that every conveyance made or accepted of the above described property shall be made and accepted subject to each of the following express conditions, provisions, restrictions and covenants, hereinafter referred to as "Conditions", which are hereby imposed in furtherance of a plan for improvement and designed for the mutual benefit of each and every lot or parcel of land in said tract, and shall adhere to and run with all of the above described property and each and every lot or parcel of land therein and shall be binding every successor in interest of the parties hereto and are imposed upon said above described property and each and every lot or parcel of land therein.

SAID SUPPLEMENTAL COVENANTS ARE AS FOLLOWS:

1. All lots shall be for single family residential purposes only. The gross floor area of the primary detached structure, exclusive of garage, any basement area, or any attached ancillary structure, shall, for a single story structure, be a minimum of 1,000 square feet, and for a split level or a two-story structure, a minimum of 1,400 square feet. However, in no event, shall the ground floor area of the primary detached structure, exclusive of one story porches and garages, be less than 440 square feet. In no event, shall any structure exceed two stories in height. Additionally, a garage shall provide sufficient parking space for not less than two, or more than four vehicles. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached dwelling not to exceed two (2) stories in height. Private garages not to exceed four (4) cars for single family dwellings.

2. No building shall be erected, placed or altered on any lot until the construction plans, specifications, and plans showing the location of the structure have been submitted to the Architectural Control Committee as provided below for Chapel Hill Phase 4 in accordance with the procedures provided therein. Approval of the Chapel Hill Phase 4 Architectural Control Committee shall be required prior to any construction of any structure or building upon the premises. This is for the purpose of maintaining a quality neighborhood, reflecting quality workmanship, materials, and harmony in the external design of all new construction with existing structures, and as to location of each structure with

respect to topography, finish grade elevation, and to provide a uniform and attractive neighborhood environment. All Architectural Control Committee approvals shall be secured prior to an application for a building permit

3. No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as provided for in the building ordinances of the City of Pasco. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

4. Roofing to be shake, tile or Architectural grade composition shingle, any variance to such must be approved by Chapel Hill Phase 4 Architectural Review Committee.

5. Windows can be covered only by drapes, shutters, or shades and cannot be painted or covered by foil, cardboard, sheets, bedding material or similar materials. No appliances, such as air conditioners, shall be installed in windows or other openings.

6. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

7. No noxious or offensive trade or unlawful activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. 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 lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other equipment for storage or disposal of such materials. Lots shall be kept in clean and sanitary conditions. Garbage cans shall not remain on the outside of fences unless it is a scheduled garbage collection day.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. Fences shall be limited to masonry, stucco, stone, wood, or vinyl to maintain street appeal. No cyclone fencing is allowed.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority such as the City of Pasco or utility company is responsible.

12. No individual sewage disposal system shall be permitted, nor individual water supply system shall be permitted.

13. The Juniper Grove at Chapel Hill Phase 4 Architectural Review Committee (ARC) shall be initially composed of:

AUSTIN ROUPE
RACHEL ROUPE
GREGORY BRADFORD
16 W. Harrison St. #104
Seattle, WA 98119

All plans, correspondence, and inquiries of the Chapel Hill Phase 4 Architectural Review Committee shall be submitted to the Chapel Hill Phase 4 Architectural Review Committee at: 16 W. Harrison St. Suite 104, Seattle, WA 98119 unless otherwise designated by the Committee.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then owners of record of sixty-seven percent (67%) of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from or restore to it any of its power and duties.

All plans and specifications for construction of any improvement, shall be submitted, in writing, to the Chapel Hill Phase 4 Architectural Review Committee at (ARC) at the address designated above, or as otherwise designated by the Committee, and approval shall be secured prior to: an application for a City Building Permit, any site preparation or construction of the main improvement, and any commitment for services thereto. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within **thirty (30) days** after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

No member of the Chapel Hill Phase 4 Architectural Review Committee shall be liable to anyone submitting plans for approval, Owners, or any third parties for any claims or damages by reason of a mistake in judgment or negligence in approving or disapproving or failing to approve plans. Every person who submits plans to the Architectural Control Committee for approval agrees, by submission of such plans, not to bring any action or suit against the Chapel Hill Phase 4 Architectural Review Committee to recover damages of any nature. The Chapel Hill Phase 4 Architectural Review Committee review and approval or disapproval of plans or specifications shall not be relied upon by the applicant as an indication of compliance with any applicable building codes or regulations or structural soundness of such improvements, such a review having been made solely to assure that the improvements contemplated would be esthetically compatible with the neighborhood. The scope of the Chapel Hill Phase 4 Architectural Review Committee review is not intended to include any review or analysis of structural, geo-physical, engineering, or other similar considerations, nor any compliance with applicable building codes, laws, rules, and ordinances. The Chapel Hill Phase 4 Architectural Review Committee may adopt Architectural Guidelines to provide additional assistance in establishing and maintaining a consistent character of neighborhood.

This Declaration, the Architectural Control Committee authorized thereby, and the Architectural Guidelines may be amended or repealed, in whole or in part, with the written consent or affirmative vote of not less than sixty-seven percent (67%) of the then current total lot ownership subject to the Declarations. Any such amendment or repeal shall be effective only upon recordation in the real property records of Franklin County, Washington, of a Certificate of Members setting forth in full, the amendment, amendments, or repeals so approved and certifying that they have been approved in a manner required by this Declaration.

13. No vehicles of any kind, including, but not limited to cars, trucks, motorcycles or machinery of any

kind shall be dismantled, repaired or rebuilt on any lot within public view.

14. All lots sold in this subdivision were sold with the Envision Homes Buyer's Guide presented to all buyers and made part of the Purchase and Sale Agreement. It is the intent of the owner that all of said Envision Homes Buyer's Guide provisions will run with the land and thus bind successive buyers including, but not limited to, all provisions applicable to procedures for warranty work and dispute resolutions. All buyers in this subdivision may acquire additional copies of the Envision Homes Buyer's Guide by request to the Chapel Hill Phase 4 Architectural Review Committee.

THE DECLARATION shall run with the land and shall continue in full force an effect for a period of **forty (40) years** from the date this declaration is executed, after which time said covenants shall be automatically extended for successive periods of **ten (10) years**, unless this declaration is revoked by an instrument, signed by the authority of the then owners of the lots and their institutional first mortgages recorded in the office of the Franklin County within one year prior to the end of the forty (40) year period or any succeeding the (10) year period.

Severability of Provisions. The provisions of this Declaration shall be deemed independent and servable, and the invalidity or partial invalidity or unenforceability of any provision or provisions shall not invalidate any other provisions.

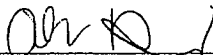
In the event of the violation of any of the above conditions or failure to comply with any of the above conditions prior to their termination as hereinabove set forth, the owner or owners of any other lot in said tract shall have the full power and authority to enforce compliance in the law or in equity by bringing an action for damages and/or an action to enjoin the violation against the person or persons who violated or an attempting to violate any of the said conditions and either to enjoining him or them from so doing or to recover damages for such violation. In the event a dispute arises concerning the enforcement, interpretation, or breach of the terms of these Declarations, the aggrieved party shall immediately notify all other affected parties of the dispute and shall meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, and should any suit or action be instituted, either in law or in equity, injunctive relief may be ordered without the necessity of posting bond. Venue shall be placed in Franklin County, Washington. The laws of the State of Washington shall apply, and the prevailing party shall be awarded as additional judgment against the Defendants, its reasonable attorney's fees and costs incurred in such action.

NOTWITHSTANDING anything to the contrary herein contained, a violation of the said restrictions shall not defeat nor render invalid the lien of any deed of trust or mortgage made in good faith and for value and no person, firm or corporation lending money in good faith upon the security of a mortgage or deed of trust affecting said real property, or any part thereof, in good faith at any sale under a deed of trust affecting the same, shall be liable to owners of other parcels within said tract for any violation of restrictions herein set forth occurring before the sale of such property under said deed of trust or upon the foreclosure of any such mortgage.

EXECUTION: Declarant has executed this instrument as of

IN WITNESS WHEREOF, being the Declaration herein, has executed this declaration this

ENVISION LAND AND DEVELOPMENT LLC,
A Washington Limited Liability Company

By 
Rachel Roupe, Member

PERIMETER DESCRIPTION
FOR
CHAPEL HILL PHASE 4

CHAPEL HILL PHASE 4 PERIMETER LEGAL DESCRIPTION

A parcel of land in a portion of the Northwest quarter of the Southeast quarter and a portion of the South-half of the Southeast quarter of Section 15, Township 9 North, Range 29 East, Willamette Meridian, City of Pasco, Franklin County, Washington, more particularly described as follows:

Beginning at a 5/8-inch iron rebar marking the Southwest corner of the Southeast quarter of said Section 15;

Thence North 00°36'43" East along the West line of the Southeast quarter of said Section 15 for a distance of 643.43 feet to the center line of Saratoga Lane;

Thence leaving the West line of the Southeast quarter of said Section 15, North 23°02'35" East along the center line of said Saratoga Lane for a distance of 360.77 feet;

Thence leaving the center line of said Saratoga Lane, South 66°57'25" East, 30.00 feet to the TRUE POINT OF BEGINNING, said point being on the Easterly right-of-way line of said Saratoga Lane at a point 30.00 feet Easterly of the center line of said Saratoga Lane when measured at right angles;

Thence along the Easterly right-of-way line of said Saratoga Lane, North 23°02'35" East", 420.00 feet;

Thence leaving the Easterly right-of-way line of said Saratoga Lane, South 66°57'25" East, 706.49 feet;

Thence South 23°02'35" West, 30.00 feet;

Thence South 66°57'25" East, 1185.34 feet;

Thence North 86°27'25" East, 110.00 feet;

Thence Southwesterly along the arc of a 55.00-foot radius, non-tangent curve to the right (the radius of which bears South 86°54'10" West) through a central angle of 116°09'06" for an arc distance of 111.50 feet;

Thence South 66°57'25" East, 128.12 feet;

Thence South 12°33'35" East, 20.13 feet to the Northerly right-of-way line of the Franklin County Irrigation District Canal parcel as described under Franklin County Auditors File number 484792, Records of Franklin County, Washington;

Thence along the Northerly right-of-way line of said Franklin County Irrigation District Canal parcel the following courses;

Thence Southwesterly along the arc of a 71.62-foot radius, non-tangent curve to the left (the radius of which bears South 05°29'58" East) through a central angle of 11°35'05" for an arc distance of 14.48 feet;

Thence South 72°54'57" West, 150.10 feet;

Thence Southwesterly along the arc of a 572.96-foot radius, tangent curve to the right (the radius of which bears North 17°05'03" West) through a central angle of 09°06'05" for an arc distance of 91.01 feet;

Thence South 82°01'02" West, 38.99 feet;

Thence Northwesterly along the arc of a 358.10-foot radius, tangent curve to the right (the radius of which bears North 07°58'58" West) through a central angle of 14°32'06" for an arc distance of 90.84 feet;

Thence North 83°26'52" West, 122.91 feet;

Thence Southwesterly along the arc of a 572.96-foot radius, tangent curve to the left (the radius of which bears South 06°33'08" West) through a central angle of 09°04'44" for an arc distance of 90.79 feet;

Thence South 87°28'24" West, 447.18 feet;

Thence Northwesterly along the arc of a 716.20-foot radius, tangent curve to the right (the radius of which bears North 02°31'36" West) through a central angle of 07°28'44" for an arc distance of 93.49 feet;

Thence North 85°02'52" West, 270.62 feet;

Thence Southwesterly along the arc of a 220.37-foot radius, tangent curve to the left (the radius of which bears South 04°57'08" West) through a central angle of 16°55'11" for an arc distance of 65.08 feet to the Southeast corner of Lot 5, Chapel Hill Phase 3, according to the Plat thereof recorded in Volume "D" of Plats, page 360, Records of Franklin County, Washington;

Thence leaving the Northerly right-of-way line of said Franklin County Irrigation District Canal parcel and following the Plat boundary of said Chapel Hill Phase 3 (d-360) the following courses;

Thence North 05°05'11" West, 105.32 feet to the Southerly right-of-way line of Pimlico Drive, said point being 30.00 feet Southerly of the center line of said Pimlico Drive when measured at right angles;

Thence North 84°54'49" East, 26.32 feet;

Thence leaving the Southerly right-of-way line of said Pimlico Drive, North 03°07'52" West, 193.50 feet;

Thence North 66°57'25" West, 644.02 feet to the **TRUE POINT OF BEGINNING**.

Containing 19.56 acres, more or less

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.