

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERPOINTE SUBDIVISION, ASOTIN, WASHINGTON - PHASE TWO

SNAKE RIVER PROPERTIES, LLC, a Washington Company doing business as RiverPointe Addition are the owners of the real property situated in Asotin County, Washington, specifically described in Exhibit "All hereto attached.

Developer hereby covenants, agrees and declares that the property described in Exhibit "A" is and shall be held, conveyed and used subject to the following covenants, conditions, restrictions, reservations, easements and equitable servitudes, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property for all persons or entities having any interest in said property, and their heirs, successors and assigns. These covenants, conditions restrictions, reservations easements and equitable servitudes hereinafter provided for shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of all said parties.

1.0 PURPOSE: The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to insure that all structures are of a desired quality, and to protect and preserve the value of such property, thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to all other site owners. Anything tending to detract from the attractiveness and value of the property for private residence purposes will not be permitted.

2.0 DURATION: All covenants, conditions and restrictions and reservations herein contained shall be perpetual and shall apply to and be forever binding upon the undersigned and its assigns, and all its grantees, their heirs and assigns, and are imposed upon said realty as an obligation or charge against the same for the benefit of the owners herein named, their successors and assigns, and all their grantee, their heirs or assigns, as a general plan for the benefit of said tract until such time as seventy-five per cent (75%) of the owners of the area within said Subdivision shall determine to amend or terminate any one or all of said covenants, with said amendment or termination shall be reduced to writing and executed by the owners of not less than seventy-five (75%) of the area with said Subdivision, and thereafter recorded in the office of the County Auditor of Asotin County, State of Washington. It is also provided that no change can be made in the existing covenants that would adversely affect the use and value of property purchased under covenants existing at the time of closing.

3.0 BUILDING RESTRICTIONS AND LIMITATIONS:

3.1 Structure Plan Approval. No structure shall be constructed, placed or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the Architectural Control Committee as to: (i) quality of construction; (ii) harmony of exterior design with existing structures, including finished color tone; (iii) location with respect to topography, and (iv) finished grade elevation. The Architectural Control Committee shall have the authority to establish specific requirements as to (i) - (iv) above.

3.2 Architectural Control Committee. No building, fence, wall, structure or plant or tree of any kind, excepting low hedges and other small plantings, shall be erected, placed, permitted, planted or maintained on said property, without the prior written permissions of the Architectural Control Committee. It is the intention of the architectural committee to limit the height of all plantings and buildings in order to avoid blocking the view of other building lots in the Riverpointe Subdivision. The Architectural Control Committee shall be four (4) in number. The initial members of the Architectural Control Committee shall be comprised of Robert D. Larrabee, I. Renee Larrabee, Lisa Larrabee Sutherland and Thomas F. Sutherland. A majority of said Committee shall be authorized to act for and on behalf of said Committee. Said Committee may designate in writing a representative to act for and on its behalf. In the event of the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation, other than expenses, for services performed pursuant to the covenants. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives,, fail to approve or disapprove within sixty (60) days after plans, specifications and proposals have been submitted to it, approval thereof will not be required and the related covenants shall be deemed to have been fully complied with.

3.3 Residence Dwellings. All single resident dwellings, guest houses and other outbuildings incident thereto, shall be of permanent, non-mobile construction, and no building constructed, placed or maintained permanently or temporarily for residential purposes on any such lot shall consist in whole or in part of a house-trailer or mobile home of any type, whether or not converted to a permanent structure. No dwelling shall be constructed or maintained on any such lot unless the enclosed ground-floor area thereof shall have a ground-floor area of at least 2000 square feet, unless the same is constructed with a daylight basement, in which latter case the ground-floor area may be a minimum of 1,500 square feet. Said square footage shall include the walls proper of the dwelling, exclusive, however, of any open porches, pagodas, patios, courts, and attached garage. The Architectural Control Committee may reduce such area by not more than 15% if the Committee determines the other improvements to be made add substantially to the value of the residence.

3.4 Outbuildings. Any garage or other outbuilding erected on said lot shall never be used for residential or dwelling purposes.

3.5 Exterior Construction--Time. The exterior of any structure shall be completed within one (1) year of the commencement of construction. External completion shall include finished painting. During the period of construction, the owner shall cause the premises to be kept free and clear of debris and waste matter and shall cause all of such debris and waste matter to be disposed of in a proper manner so that the same imposes no interference or detraction to adjoining property.

3.6 Landscape. Each purchaser, or his successors or assigns, shall landscape, seed and plant all portions of the lot or lots upon which he has built and shall thereafter maintain the grass and planting areas in a condition equal and compatible to that prevailing within that portion of said Subdivision occupied by residences. All lots shall contain decorative trees and shrubs. In the event an owner shall fail to landscape and maintain his property in such fashion, the Architectural Control Committee shall be authorized and empowered to cause such landscaping or maintenance to be done and the cost thereof shall be a charge and lien upon said property, upon such costs being reduced to writing and filed in affidavit form in the office of the County Auditor of Asotin County, Washington.

3.7 Waste. No incinerator for trash disposal shall be permitted on said property. All containers for garbage or other waste shall be kept in a sanitary condition and shall be enclosed so they are not visible or obnoxious to adjoining properties. No portion of said property shall be used or maintained as a dumping ground for waste material.

3.8 Orderly Appearance. All of said property upon which residences are constructed shall at all times be kept clean and sightly. No trash, garbage, litter, debris, machinery, implements, lumber or other building materials shall be permitted to be or remain exposed on any property visible from any street or adjoining or nearby premises. No owner shall permit any camper, boat, trailer or other recreational vehicles upon his property unless they are under cover, as approved by the Architectural Control Committee. Recreation vehicles belonging to guests of residents will be allowed only for 10 continuous days at any one time.

3.9 Signs. No signs of any kind shall be displayed to public view on any portion of said property except there may be one sign displayed for the purpose of advertising the property for sale, said sign to be approved by the Architectural Control Committee.

3.10 Animals. No animals, livestock or poultry of any kind shall be placed, kept or maintained on any residential lot except dogs or cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided that said pets may not be permitted to run unattended on said property. All kennels constructed for pets shall be maintained in a clean and sanitary condition. Should the condition of such kennel, or any pet upon said premises become, in the judgment of the Architectural Control Committee, unsanitary or a nuisance to other property owners in said Subdivision, the owner will, upon the request of the Architectural Control Committee, cause such condition to be remedied within ten (10) days of written notice thereof.

3.11 Lighting. A light shall be installed at the entrance of the driveway of each lot. The light shall be set back five (5) feet from the sidewalk. The light shall automatically turn on at dusk.

3.12 Fences. No fence shall extend past the front corner of any dwelling residence. All fences must be approved by the Architectural Control Committee prior to the installation of such fence.

3.13 Driveways. All driveways and access roads onto lots must be paved. No gravel or dirt driveways or roads will be allowed.

3.14 Utilities. All utilities to structures upon such lots shall be placed underground.

3.15 Division of Lots. No lot within said Subdivision shall be divided into a smaller lot or reconveyed in less than the original dimensions thereof as shown by the recorded plat, provided, however, that this restriction shall not prevent the conveyance of a part of said lot to an adjacent owner of a whole lot, and after such conveyance, said adjacent whole lot and said part of a lot shall be considered as one lot and subject to all restrictions herein.

4.0 Easements. Easements for the construction, installation and maintenance of water, power, telephone, cable, gas and sewer lines,, and all other required utilities are hereby reserved unto the undersigned owner, its successors or assigns.

5.0 Remedies.

5.1 If the undersigned, or its assigns, or its grantees, heirs or assigns, shall violate any of said restrictions and conditions herein contained, it shall be lawful for any other person or persons owning any of said real property within said Subdivision to bring proper action to enjoin or restrain said violations or to collect damages on account thereof. The undersigned owner shall not, however, be obligated to enforce any of the terms of this instrument, and all conveyances for lots within said Subdivision shall be subject to the covenants herein contained, and all covenants and restrictions herein contained are attached to the above described lands and shall run with the title thereto.

5.2 The undersigned shall not be or become liable for breach of any of the restrictions or covenants by any person other than the undersigned.

5.3 The invalidation of any one of these restrictions and conditions shall in noway affect any of the other provisions herein, and the other provisions shall remain in full force and effect.