

DECLARATION OF COVENANT AND RESTRICTIONS
FOR SUNLIGHT WATERS

1993 Version

SUNLIGHT WATERS COUNTRY CLUB, INC. has been formed to promote the community welfare of the owners of property.

In additions to providing, furnishing and maintaining certain services for members SUNLIGHT WATERS COUNTRY CLUB, INC. shall also be the owner of certain properties and structures located thereon, which properties and structures shall be for the benefit and enjoyment of all members, so hereby render subject to the following protective or restrictive covenants and provisions all of said property and the same are thereby imposed upon each lot and said covenants shall run with the land.

SUNLIGHT WATERS COUNTRY CLUB, INC. shall be know as the "Declarants". All lots and tracts within the plat of SUNLIGHT WATERS COUNTRY CLUB, INC. according to the plat thereof recorded at Volume 4 of Plats pages 66 & 67 in the Office of the County Auditor of KITTITAS COUNTY, Washington. The power to enforce said restrictions, covenants, conditions, SUNLIGHT WATERS COUNTRY CLUB, INC

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2008 Proposal

LET IT BE KNOWN BY ALL PERSONS, the Lot Owners, hereinafter referred to as "Declarants", of certain real property located in KITTITAS COUNTY, State of Washington, described as follows: All lots and tracts within the plat of Sunlight Waters according to the plat thereof recorded at Volume 4 of Plats, pages 66 & 67; Volume 5 of Plats, pages 20 & 21; and Volume 5 of Plats, pages 37 & 38 in the office of the County Auditor of KITTITAS COUNTY, Washington and any and all lots and tracts as may be defined by any further additions or diminishing of said real property known as Sunlight Waters, **located in Cle Elum, Washington, Kittitas County**, hereinafter the "Property" did on May __, 2009 hold a meeting to amend and declare as follows:

WHEREAS the Declarants desire to amend and reaffirm the intent of all original and previous Declaration of Covenants and Restrictions, hereinafter referred to as "Declarations", as recorded at the County Auditor's Office of KITTITAS COUNTY, Washington: #350331, September 18, 1968; 351237, November 29, 1968; 358426, December 1, 1969; 566331, December 21, 1993; and March 7, 1994; and any other known or unknown previous recorded documents inadvertently not listed and

WHEREAS it is the intent of this present Declaration to clarify, and consolidate all previously mentioned recorded Declarations and to have this declaration supersede and make null and void all previously recorded Declarations, save for historical content and

WHEREAS the Declarants accept and affirm that, the Property has been subject to all previously recorded Declarations and their amendments now therefore once again the

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2018 Notes and Comments

NOTE: All of the **Bold** type are the edits that were added by the lawyer that reviewed these at that time. The Declarants, technically need to be the the property owners themselves. The original Declarations were made by the developers who had every right to encumber these lots as they saw fit. 1993 amendments were actually a usurpation of property owners but was never challenged. Also the original 1968 did not have the Volumes, Plats and Page number filled in properly.

These next few paragraphs confirmed and verified existing documents and yet declared them null and void as to their encumbrance on the plat of Sunlight Waters with the adoption and recording of these Declaration of Covenant, Conditions and Restrictions.

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DECLARANTS HEREBY DECLARE that by this Declaration, the above described Property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No **real** property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. Declarants, or their successors or assigns, may from time to time subject additional real property owned by them, contiguous to any of the Property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto and the

DECLARANTS DECLARES that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and reservations, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These covenants, conditions, restrictions and reservations shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

DECLARANTS FURTHER DECLARE that the power to enforce said restrictions, covenants, conditions, reservations, easements, liens, and charges is to reside in a non-profit corporation organized under the laws of the State of Washington, a perpetual maintenance organization, herein after referred to as the "Corporation", known currently as Sunlight Waters Country Club, and/or its successors or assigns.

Lawyer addition

The difference in the wording here confirms a non-profit organization is the maintenance steward of the all that is inherent with these DCR's but the new version allows for a name change of the non-profit without an amendment to the DCR's

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ARTICLE I

General Purpose of Conditions

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DEFINITIONS

1. Lot. The word(s) "Lot(s)" shall mean a defined lot as set forth in the final plat of the Development as hereafter recorded.

2. Lot Owner. The word(s) "Lot Owner(s)" shall mean any person or entity that holds fee title or a vendee's interest under a real estate contract of any Lot. The word Lot Owner shall also be construed to include any person or entity that has, or claims to have, a legal or equitable interest in a Lot, including but not limited to, lien claimants, easement holders, tenants or other persons in possession. A Lot Owner shall automatically become a corporate member, (hereinafter referred to as "Member"), of the Sunlight Waters Country Club. Regardless of the number of persons or entities which may qualify as a Member and/or Lot Owner as defined herein, each Lot shall be entitled to only one vote in any situation in which this Agreement requires the vote of or approval by Lot Owners.

ARTICLE I

General Purpose of Conditions

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
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2018 Notes and Comments

Definitions are Lawyer addition

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This property is being subjected by this Declaration to the restrictions, covenants, reservations, easements, liens and charges hereby declared to insure the best use of the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; To preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious color schemes; to appropriate locations thereon on buildings sites; to secure and maintain structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the values of investments made by purchasers of lots thereon.

ARTICLE II
Covenants and Restrictions

1. LAND USE. All lots within the plat of SUNLIGHT WATERS COUNTRY CLUB, INC. shall be used only as permitted by the covenants restrictions contained in this Declaration. The uses of the property allowed by this document may be changed only by the approval of the Architectural Planning Committee of the SUNLIGHT WATERS COUNTRY CLUB, INC. as provided in the Articles of Incorporation and Bylaws of that corporation. All lots within the plat of SUNLIGHT WATERS COUNTRY CLUB, INC. shall be used for single family residences, except for any lots which are specifically designated on the plat for park or recreational purposes. So long as any of the declarants, their successors, or assigns own any part of the property, nothing contained in this Declaration shall be construed to prevent any of the declarants, their successors, or assigns from erecting and maintaining or authorizing the erection and maintenance of structures and signs for the development and sale of the property.

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This Property is being subjected by this Declaration to the restrictions, covenants, reservations, easements, liens and charges hereby declared to insure the best use of and the most appropriate development of each **lot thereof; to improve and maintain all roadways and accesses; and to develop and maintain community assets and**

To protect the **Lot Owners** within **the plat of Sunlight Waters** against improper use of surrounding lots, to preserve, so far as practicable, the natural beauty of said Property; and to guard against the erection thereon of poorly designed buildings and structures, all residences, buildings, and other structural or Lot Owners' improvements within the Property shall be as permitted by the KITTITAS COUNTY regulatory departments **and the covenants, conditions, restrictions and reservations herein are to run with the Property and shall be binding upon all Lot Owners, their successors and assigns.**

ARTICLE II
Covenants, Conditions and Restrictions

1. Land Use. **Each Lot Owner shall use his or her respective Lot within the plat of Sunlight Waters only as permitted by the covenants, conditions** and restrictions contained in this Declaration. **Each Lot Owner shall use his or her respective Lot within the plat of Sunlight Waters** only for single-family residences, except for any Lots or community areas specifically designated on the plat for park or recreational purposes, as determined by the Corporation.

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Lawyer emphasis **“Lot Owner(s) and the** **“plat of Sunlight Waters”** found throughout document Also the addition of the word **“Conditions”** as found in Declaration of Covenants **Conditions** and Restrictions

The main emphasis of paragraphs numbered 1 – 4 is the removal of all references to “Architectural Committee” and putting all building codes in the jurisdiction of the county where they belong.

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2. ARCHITECTURAL CONTROL. No building or structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and approved in writing by the Architectural Planning Committee. The Architectural Planning Committee must approve or disapprove within thirty (30) days after plan has been received. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the commencement of construction until the exteriors of such buildings and structures are completed and painted or otherwise suitable finished within six (6) months of the date of commencement.

3. ARCHITECTURAL PLANNING COMMITTEE. There shall be an Architectural Planning Committee of at least three members appointed by the Board of Trustees. The Architectural Planning Committee shall function under the direction of the Board of Trustees.

4. BUILDING LOCATION. Building location shall be according to county requirements.

5. LOT AREA AND WIDTH. Subject to county zoning regulation for size in question.

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2. Buildings/Structures. All buildings and structures **on any Lot** shall have the proper building permits as required by the applicable county codes and regulations, unless specifically exempt. In addition, the Lot Owners shall carry adequate insurance on their individual Lots **which will cover any loss or damage while constructing buildings or structures**. The Corporation shall not be liable for any loss.

3. Building Locations. Building location shall be according to county requirements.

4. Lot Area and Width. Subject to county zoning regulation for size in question. It is the Lot Owner's responsibility to research county zoning laws and KITTITAS COUNTY ordinances and regulations to ensure that the lot area and width are adequate for their building plans.

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6. EASEMENT. The declarants reserve the right to construct and maintain or authorize the construction and maintenance of public utilities on the streets and roads of the plat either above or below ground and to make all necessary slopes for cuts or fills upon lots shown on the plat in the original grading of the streets or roads, together with the right to drain the streets or roads over or across any lot or lots where the water may take a natural course.

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

8. HABITATION OF TEMPORARY STRUCTURE. No structure of a temporary character, basement, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a permanent, seasonal or temporary residence or dwelling, except under a temporary written permit which may be granted upon specific time limitations in the discretion of the Board of Trustees.

9. SIGNS. All signs must meet the current policies as determined by the Board of Trustees.

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5. Easements. The Corporation reserves the right to construct and maintain or authorize the construction and maintenance of public utilities on the streets and roads of the Property **within the plat of Sunlight Waters** either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of the streets or roads, together with the right to drain the streets or roads over or across any lot or lots where the water may take a natural course. Lot Owners shall ensure that when such construction or maintenance takes place, any encroachment on this right of way, excluding ingress or egress, shall be removed, prior to construction, in order to allow access. Otherwise, the Lot Owner shall be responsible for any costs incurred by the Corporation for full access.

6. Public or Private Nuisances. No noxious or offensive activity shall be carried on upon any of the Lots or **Property within the plat of Sunlight Waters**, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Habitation of Temporary Structures. Both this Declaration and KITTITAS COUNTY prohibit the use of any structure of a temporary character, basement, tent, shack, garage, or any other out building on any Lot at any time as a permanent residence or dwelling.

8. Signs. All signs must meet the current policies as determined by the Corporation. Sign policy is available to all Lot Owners upon request.

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"Political signs during election seasons are exempt from this restriction," Was added but somehow was left out of this proposal

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10. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred., or kept on any of the property, except that dogs, cats and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Dogs must be kept under physical or verbal control at all times.

11. LOT MAINTENANCE. Each lot shall be maintained in a clean slightly condition at all times and be kept free of litter, junk, trash, weeds, debris, containers, equipment and building materials. However, the reasonable keeping of equipment and materials on a lot during construction on such lot shall be permitted. All refuse, from use of a lot shall be kept in sanitary containers. Should any lot owner fail to remove any debris, the Board of Trustees or its agent shall have the right to send written notice to lot owner allowing them thirty (30) days to clean the lot. If not done, the Board of Trustees has the right to enter upon the land and to do any and all acts in its opinion necessary to remove same and charge the expense to the lot owner.

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9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the Lots or Property **within the plat of Sunlight Waters**, except that dogs, cats, other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Dogs must be kept under physical or verbal control at all times.

10. Lot Maintenance. **Each Lot Owner is responsible to maintain their Lot.** Each Lot shall be maintained in a clean, sanitary condition at all times and be kept free of litter, junk, trash, weeds, debris, containers, equipment, building materials, and fire hazards. However, the reasonable keeping of equipment and building materials on a lot during construction shall be permitted. Lot Owners are strictly liable and shall ensure while construction is underway, that the Lot is maintained to avoid any safety hazards.

All refuse, from use of a Lot shall be kept in sanitary containers. Any hazardous materials shall be disposed of in a proper, lawful manner so as not to pollute the Property. This includes but is not limited to construction materials, paint, motor oils or fluids. Should any Lot Owner fail to remove any debris, or hazardous waste material, the Corporation has the right to send written notice to the Lot Owner allowing thirty (30) days to clean the lot. If not done, the Corporation or its agent has the right to enter upon the land and to do any and all acts in its opinion necessary to remove same and charge the expense to the lot owner for removal of such debris from the Lot or Property **within the plat of Sunlight Waters.**

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12. SEWAGE SYSTEM. No individual sewage-disposal system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements and recommendations of the state and local health authorities.

13. OBSTRUCTED VISIBILITY AT INTERSECTIONS. No structure growth, or other object which obstructs sight lines at elevations between two and six feet above the street level shall be constructed, planted or permitted to remain upon any corner lots within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of street property lines, except that existing trees shall be permitted to remain within that area if the foliage line is maintained at sufficient height to prevent obstruction of the line of sight defined above. The same line of sight limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley.

14. SALE OR LEASE. Any of the property may be occupied, leased, rented, conveyed or otherwise alienated and the title or possession thereof may be passed to another individual.

15. DWELLINGS.
(a). To the extent they conform to the provisions of this declaration, either homes or manufactured homes shall be included within the terms. "single-family residence".

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11. Sewage Systems. No individual sewage-disposal system shall be permitted on any Lot unless that system is designed, located, and constructed in accordance with the requirements and recommendations of the state and local health authorities.

12. Obstructed Visibility at Intersections. No structure, growth, or other object which obstructs sight lines at elevations between two and six feet above the street level shall be constructed, placed, planted or permitted to remain upon any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines; except that existing trees shall be permitted to remain within that area if the foliage line is maintained at sufficient height to prevent obstruction of the line of sight defined above. The same line of sight 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.

13. Sale or Lease. Any of the Lots within the plat of Sunlight Waters may be occupied, leased, rented, conveyed, or otherwise alienated and the title or possession thereof may be passed to another individual. To the extent that this Lot is sold or transferred and membership is affected, the Lot Owner shall notify the Corporation of such sale or conveyance.

14. Dwellings. To the extent they conform to the provisions of this Declaration, both site built and pre-manufactured homes shall be included within the term "single-family residence".

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The change here is the emphasis on " the Lot Owner shall notify the Corporation of such sale or conveyance."

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(b). Each dwelling shall be equipped with self contained sewage system and sanitary facilities approved by the Architectural Planning Committee and conforming with the requirements of State and local health authorities, laws and ordinances.

(c.) All dwellings in Division III must be at least 24 feet in width and have a permanent perimeter foundation. Must meet current Housing Urban Development, Labor and Industry or United Building Code standards.

16. SAFETY.

(a). No noxious or offensive activity shall be permitted on a lot that may be or become a nuisance or unreasonable interfering with the use or enjoyment of any part of the real property.

(b). Firearms shall be permitted on the property but may not be discharged in the perimeters of SUNLIGHT WATERS COUNTRY CLUB, INC.

(c). Hunting of wild life is not permitted.

(d). Parking of any vehicle on the roadway, right of way or designated areas will not be allowed within SUNLIGHT WATERS COUNTRY CLUB, INC.

(e). No motorized vehicles may be driven on any designated community areas.

ARTICLE III
Sunlight Waters Country Club

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2008 Proposal

15. Safety

(a). No noxious or offensive activity shall be permitted on a Lot or the Property **within the plat of Sunlight Waters** that may be or become a nuisance or unreasonable interference with the use or enjoyment of any part of the Property.

(b). Firearms shall be permitted on the Lots but may not be discharged within **the boundaries** of the Property within the plat of Sunlight Waters.

(c). Hunting of wildlife is not permitted under any circumstances.

(d). Parking of any vehicle on the roadway, right of way or designated areas will not be allowed within the Property within the plat of Sunlight Waters. In an emergency situation, any vehicle will be towed away at the owner's expense.

ARTICLE III
Sunlight Waters Non-Profit Corporation

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1. MEMBERSHIP. The owner of each lot of the said property shall be a member of the SUNLIGHT WATERS COUNTRY CLUB, INC. each member shall be entitled to one vote for each lot owned by or held under contract of sale to him, but no more than one vote per lot shall be cast regardless of the numbers of owners thereof.

2. DUES. Each member shall pay yearly dues on each lot. Dues as decreed by the members at the annual meeting.

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1. Organization. **The Sunlight Waters Non-Profit Corporation was formed in order to have the power to assess the Lots for Association expenses, to lien Lots for nonpayment, to enforce this Declaration, to assume the duties of easement, road and irrigation maintenance.**

The organizational structure, purpose, methods of enforcement, and all other benefits and liability of the Corporation and or its members, not specifically defined in this Declaration, shall be determined within the Corporation's Articles of Incorporation, the Bylaws, and the applicable laws of the Sate of Washington.

2. Membership. All purchasers of a Lot and Lot Owners shall accept and take membership in the Corporation. The Lot Owner of a Lot of the said Property **within the plat of Sunlight Waters** shall be a Member of the Corporation, (**hereinafter referred to as the "Member"**), each Member shall be entitled to one vote as Lot Owner by or held under contract of sale to him or her, but no more than one vote per Lot shall be cast regardless of the number of Lot Owners thereof. **Each** Member must keep the Corporation currently informed of any and all of that Member's contact information

3. Annual Dues. In order to provide the Corporation with funds for the cost of furnishing services and maintaining its **Property within the plat of Sunlight Waters**, each Member shall pay annual dues on each lot. The amount of the Dues as decreed by the membership at the Corporation's annual meeting.

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Additions by Lawyer

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3. ASSESSMENTS. In order to provide the SUNLIGHT WATERS COUNTRY CLUB, INC. with funds for the cost of furnishing services and maintaining its various properties, all purchasers and owners of lots shall accept and take membership in SUNLIGHT WATERS COUNTRY CLUB, INC. and shall pay assessments levied according to the Bylaws of SUNLIGHT WATERS COUNTRY CLUB, INC. The amount of assessment which SUNLIGHT WATERS COUNTRY CLUB, INC. may assess its membership shall be based upon the actual or projected cost of operating SUNLIGHT WATERS COUNTRY CLUB, INC. and maintaining common properties and roads and providing the various services all of which shall be determined by the Board of Trustees.

ARTICLE IV
LIENS AND COLLECTION OF ASSESSMENTS

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4. Assessments. The Corporation, through its Membership Meetings, may levy additional assessments from time to time. The amount of assessment which the Corporation may assess its membership shall be based upon the actual or projected cost of the purpose of such levy and the time of expiration of the assessment. All assessments must meet the approval of the membership as decreed within the Corporation's Articles of Incorporation or its Bylaws. **Members and/or** Lot Owners shall be provided with an annual accounting of such additional assessments and the purposes therein.

5. Transfer of Membership. The transfer of ownership of a Lot shall terminate the membership of that Lot Owner and shall transfer that membership to the successor in interest. The relinquishing Lot Owner of a Lot must inform the Corporation of such transfer and the new Lot Owner/purchaser must take membership at time of transfer. Each new Member **and/or Lot Owner** shall pay an administrative transfer fee equal to one half the current Annual Dues. All outstanding charges due to the Corporation must be paid in full before transfer of membership can occur.

ARTICLE IV
LIENS AND COLLECTION OF ASSESSMENTS

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1. Every lot of the property shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Board of Trustees of SUNLIGHT WATERS COUNTRY CLUB, INC. acting pursuant to its Articles of Incorporation and Bylaws. The amount of such charges and manner of payment thereof shall be determined by the corporation and the proceeds there from shall be applied in such manner and for such objects and purposes as shall be determined by that corporation.

2. Any charge or assessment levied by the corporation against any lot of the property including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such lot as soon as such charge, assessment, interest or cost shall become due and payable. Such lien shall be superior to any and all other liens (except as provided below) at any time levied or imposed upon such lot.

3. All liens provided for in this article shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgage.

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1. Every Lot of the Property within the plat of Sunlight Waters shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Corporation acting pursuant to its Articles of Incorporation and Bylaws. The amount of such charges and manner of payment thereof shall be determined by the Corporation and the proceeds there from shall be applied in such manner and for such objects and purposes as shall be determined by the Corporation.

2. Any charge or assessment levied by the Corporation against any **Lot to be paid by the Lot Owner of the property**, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such Lot as soon as such charge, assessment, interest or cost shall become due and payable. Such lien shall be superior to any and all others liens (except as provided below) at any time levied or imposed upon such Lot.

3. All liens provided for in this article shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgage.

4. Mortgage liens given for the purpose of securing funds for purchase of a Lot with a residence or the funds for the construction of a residence or other improvements upon any Lot, which are recorded in accordance with the laws of the State of Washington, shall be from the date of recordation of such, superior to any and all liens imposed pursuant to this article. The foreclosure of the superior lien and the collection thereof does not relieve the Lot of the encumbrances of this Declaration and the enforcement of and the collection of any outstanding dues, assessments or liens and or the future collection of such **as prescribed under the laws of Washington State.**

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ARTICLE V
GENERAL PROVISIONS

1. TERM. These covenants and restrictions are to run with the land and shall be binding on all parties and person claiming under them for a period of 25 years from the date this Declaration is recorded. After the period of 15 years the covenants and restrictions shall be automatically extended for successive periods of ten years without further action of declarants. Unless an instrument signed by a majority of the then owners of all lots within the property has been recorded, agreeing to extinguish or change the covenants and restrictions in whole or in part.

2. Amendment of Declaration. This Declaration may be amended at any time, by the affirmative vote of two-thirds majority of the voting power of the SUNLIGHT WATERS COUNTRY CLUB, INC. at any annual meeting or any special meeting specifically called for that purpose.

3. Inspection. Authorized representatives of the SUNLIGHT WATERS COUNTRY CLUB, INC. are hereby authorized to inspect any or all of the property to inspect any or all of the property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon twenty-four hours notice to the owner or occupant thereof.

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ARTICLE V
GENERAL PROVISIONS

1. Term of Covenant. These covenants, **conditions** and restrictions **setforth in this Declaration shall run with the land and bind the Property along with all parties** and persons claiming under them for a period of five (5) years from the date this Declaration is recorded. After the period of five (5) years, the covenants, **conditions** and restrictions shall be automatically extended for successive periods of five (5) years without further action of Declarants unless an instrument signed by a majority of the then **Lot Owners of all** Lots within the Property within the plat of Sunlight Waters has been recorded, agreeing to extinguish or change the covenants and restrictions in whole or in part.

2. Amendment of Declaration. This Declaration may be amended at any annual meeting or any special meeting specifically called for that purpose by the affirmative vote of a simple majority of the **Lot owners representing the number of Lots within the Property within the plat of Sunlight Waters.** Each Lot is entitled to one vote regardless of the number of Lot Owners.

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Paragraphs 1. and 2. here have a lot more commentary than allowed here. See separate document on "Voting Power"

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4. Enforcement. The SUNLIGHT WATERS COUNTRY CLUB, INC. is hereby charged with the authority to and obligation of enforcing the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain the violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions hereof, within a reasonable time after violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning a lot or lots within the property may take such steps in law or in equity that may be necessary for enforcement. Any damages recovered in an enforcement proceeding shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any enforcement proceeding, whether in law or in equity, shall have from his opponent any attorneys fees that the Court may deem reasonable.

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SUNLIGHT WATERS

2008 Proposal

3. Enforcement. The Corporation is hereby charged with the authority to and obligation of enforcing the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants, **conditions** or restrictions hereof, either to restrain the violation or to recover damages. In the event that the Corporation fails to take appropriate action for the enforcement of the covenants, **conditions** and restrictions hereof, within a reasonable time after violation or threatened or attempted violation is brought to its attention in writing, any **current Member and/or current Lot Owner within the plat of Sunlight Waters Property** may take such steps in law or in an enforcement proceedings as shall inure to the benefit of the person or persons damaged by the violation involved. The prevailing party **in such litigation shall also be entitled to reasonable attorney fees and costs incurred in such litigation against the non-prevailing party. In the event any suit brought by any Member and/or Lot Owner to enforce the terms and conditions of this Declaration results in a monetary judgment against a Lot Owner, said judgment shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Member and/or Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of this Declaration shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Member and/or Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law. Venue for such proceedings shall be in Kittitas County, Washington. Failure by the Corporation or a Member and/or Lot Owner to enforce any restriction, covenant or condition of this Declaration shall in no event be deemed a waiver of the right of that or any Member and/or Lot Owner(s) to enforce any restriction, condition or covenant of this Declaration in the future.**

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
FOR SUNLIGHT WATERS

2018 Notes and Comments

NOTE: Again all of the **Bold** type that were added by the lawyer

DECLARATION OF COVENANT AND RESTRICTIONS
FOR SUNLIGHT WATERS

1993 Version

6. Transfer of Rights. All of the Declarants herein shall have the right to transfer at any time, or from time to time, all or any of the rights, privileges, and options of the Declarants to the SUNLIGHT WATERS COUNTRY CLUB, INC.. Such transfer or transfers must be in writing, and may be conditional or revocable by their terms.

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR
SUNLIGHT WATERS

2008 Proposal

4. Severability. **If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Declaration or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.**

5. Errors or Omissions. Should any errors or omissions be discovered, whether typographical, grammatical, or legality of language used, the nature and intent of this Declaration shall be preserved and binding upon any correction or interpretation of errors or omissions. Any error or omission that does not adversely affect the nature and intent of this Declaration shall, upon discovery, be corrected with no authorizing authority on the part of the Declarants required, as long as the record of such is made public by the recording of the correction of this Declaration at the Auditor's Office of KITTITAS COUNTY.

6. Recording and Insertion Authority. We, the Declarants, by virtue of being Members of the Corporation, as stated herein, do authorize the President and Secretary of the Corporation to compile, prepare and record all documents to the enactment and fulfillment of this Declaration of Covenants, **Conditions** and Restrictions and the maintenance of such recordings as necessary in the future.

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
FOR SUNLIGHT WATERS

2018 Notes and Comments

Paragraph #6. of the 1993 edition is already covered in Article II, Paragraph 13 of the Covenants, Condition and Restrictions above.

This new Paragraph

5. Allows "housekeeping" edits that do not change the wording/intents of the existing DCR's once these new ones are recorded.

DECLARATION OF COVENANT AND RESTRICTIONS
FOR SUNLIGHT WATERS

1993 Version

7. Insertion in Deeds. The Declarants, their heirs, assigns, and successors in interest hereby agree to inform any prospective purchaser or lessee of any of the property of the existence of this Declaration and the covenants and restrictions it contains; and further agree that in every deed or lease of the property or any portion thereof a clause substantially similar to the following shall be inserted.

“This real property is subject to the terms and conditions of the Declaration of Covenants Restrictions dated __ (December 22 1993) __
And recorded upon the records of Deeds of Kittitas County, Washington.

Dated this 22nd day of December, 1993.

_____ James Funderburg, Pres.
_____ Doris Petterson, Sec.

_____ Notary Seal & Name

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS FOR
SUNLIGHT WATERS

2008 Proposal

7. Insertion in Deeds. To inform any purchaser or prospective purchaser of any of the **Lots or Property within the plat of Sunlight Waters** of the existence of this Declaration and the Covenants, **Conditions** and Restrictions it contains, every deed of the Lots within the Property shall have the following clause inserted:

“This real property is subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions dated _____ and recorded upon the records of Deeds of KITTITAS COUNTY, Washington.

Dated this _____ day of _____ 2009(18)

_____ (Current Pres Name), Pres.
_____ (Current Sec Name), Sec.

_____ Notary Seal & Name

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
FOR SUNLIGHT WATERS

2018 Notes and Comments