

SUNLIGHT WATERS COUNTRY CLUB

2018 Edition

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 19, 2018 hold a meeting 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, do and declare the following Articles of Declarations.

ARTICLE I

GENERAL PURPOSE OF CONDITIONS

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.

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.

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.

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 commercial purpose. All 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.

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".

(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, INC.

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.

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

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.

ARTICLE V

GENERAL PROVISIONS.

1. TERM. These covenants conditions and restrictions are to run perpetual with the land and shall be binding on all parties and persons claiming under them from the date this Declaration is recorded; unless, at anytime, an instrument has been recorded, with the notarized signatures of a simple majority or more of the then Lot Owners agreeing to extinguish or change the Term, land, and/or all parties and persons claiming under them, of these covenants, conditions and restrictions in whole or in part.

2. AMENDMENT OF DECLARATION. This Declaration may be amended at any time, by the affirmative vote of a simple majority vote of a simple majority quorum of the lot owners 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.

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 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.

5. SEVERABILITY. Invalidating of any one of these covenants and restrictions or any part of them by judgment or court order shall in no way affect any of the other provisions hereof. The remaining covenants and restrictions shall remain in full force and effect.

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.

7. INSERTION IN DEEDS. The declarants 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 _____
And recorded upon the records of Deeds of Kittitas County, Washington.”

Dated this _____ day of _____ 2018.

Dan Fisher, President

James Ihrke, Secretary

On this day personally appeared before me James Ihrke to me known to be the Secretary described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purpose therein mentioned.

Given under my hand official seal this _____ day of _____, 2018.

Notary Public in and for
the State of Washington
residing at _____