

Recorded at the Request of:

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Reference No.: 1971-0404446; 1981-0524634; 1995-0717673; 2006-1188992
(if applicable)

Grantor(s): SUNLAND OWNERS ASSOCIATION

Grantee(s): PUBLIC

Abbrev. Legal Desc.:

Full Legal: See Exhibit A

Tax Parcel No(s).:

AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF RECORD
OF
SUNLAND OWNERS ASSOCIATION

ARTICLE I
Authority and Purpose

WHEREAS, the SunLand Development has developed over a period of years through adoption and recording of various plats, short plats, planned unit developments, and condominium declarations; and

WHEREAS, the Covenants, Conditions and Restrictions (CC&R's) were initially adopted on or about June 30, 1971 (Clallam County Auditor's No. 1971-0404446), expanded by amendment on or about October 7, 1981 (Clallam County Auditor's No. 1981-0524634), and have finally been uniformly adopted throughout the SunLand Development by amendment on or about January 18, 1995 (Clallam County Auditor's No. 1995-0717673); ,and

WHEREAS the CC&R's were amended and restated by a 2/3 majority of a quorum of the membership at the annual meeting held in September, 2006, and filed under Clallam County Auditor's No. 2006-1188992.; and

WHEREAS the CC&R's set forth herein amend and restate all prior referenced amendments to the CC&R's by vote exceeding a 2/3 majority of a quorum of the membership at the annual meeting held on September 13, 2017.

Now, therefore, the following Covenants, Conditions, Reservations, Easements and Restrictions are hereby established and approved with respect to all lots, units, and real property interests. Said properties are more particularly described in **Exhibit A** attached hereto.

These Covenants amend and supersede in their entirety those Covenants, Conditions, Restrictions, Easements and Reservations previously adopted as affecting the properties which are subject hereto; provided, however, the unit owners in Div. Nos. 7, 11, 15, 16 and 17 shall continue to also be subject to their respective Condominium and/or P.U.D. Declarations governing the relationships, rights and responsibilities of those unit owners among themselves and the common areas contained solely within those divisions.

These Covenants, Conditions, Restrictions, Easements and Reservations shall run with the land and shall be binding upon the owners of each lot, unit or other real property interest, their heirs, successors and assigns.

ARTICLE II Definitions

The following definitions apply to this document and to the Bylaws and Rules and Regulations of the SunLand Owners Association.

Section 1. "Association" shall mean Sunland Owners Association, a Washington corporation, organized pursuant to the Washington Non-Profit Corporation Act (RCW 24.03) and better known and referred to throughout these documents as "SLOA" including the Articles of Incorporation of SLOA.

Section 2a. "Assessments" shall be charges levied and collected by SLOA to cover costs of administration of SLOA and the operation and maintenance of its properties, common areas and other general expenses of SLOA and expenses incurred while protecting and maintaining the health, tranquility, and welfare of the community. Such costs include but are not limited to administrative costs, utilities, office equipment and other costs associated with the day-to-day operation of SLOA. Additionally, the installation or acquisition of capital improvements; professional services necessary to maintain the overall welfare of the community; construction and maintenance or acquisition of common areas and facilities and provision of and operation and maintenance thereof shall be covered by such assessments.

Section 2b. "Emergency Assessments" are those required by reason of common disaster or special necessity, or any circumstance that may threaten the health, safety or welfare of any part of the community and may be levied and collected by SLOA when an unanticipated expense exceeds the ability of SLOA to absorb such expense out of current financial assets, not including the Reserve Fund, or that would be financially detrimental to SLOA to absorb out of current

financial assets, not including the Reserve Fund. Such assessments shall not be used to purchase real property, land or facilities. Such special assessment need shall be determined by the Board of Directors.

Section 3. "Fine's" are charges levied by SLOA for violations of the CC&R's, Bylaw's and/or Rules and Regulations. A schedule of fines shall be established and approved by a majority vote of the Board of Directors. Issuance of such fines shall be approved by a majority vote of the Board. The Board of Directors may approve a payment schedule for each infraction if requested by the member upon which the Fine has been imposed; such schedule shall not exceed 90 days.

Section 4. "Fees" shall be charges collected by SLOA for use of any recreational or other SLOA-owned or SLOA-operated facility or amenity. A schedule of such fees shall be developed and approved by a majority vote of the Board.

Section 5. "Common areas" shall mean all property, facilities and amenities owned or operated by SLOA for the use, benefit and enjoyment of owners. The common areas shall include those as shown on any final recorded plat accepted and incorporated into the SunLand Development and shall include, but not limited to swimming pools, parks, playgrounds, beach areas, tennis courts, community clubs, open areas, greenbelts and other areas which are open to use by any member of SLOA, his or her family, or guests Excluding those areas designated as lots or units or common area's under the control of the sub-associations. The SunLand golf course shall not be deemed a common area.

Section 6. "Lot" shall mean any plot of land shown upon any recorded and approved Sunland subdivision map of properties with the exception of common areas.

Section 7. "Owner" or "member" shall mean and refer to every person or entity who is record owner of a fee or undivided fee interest or purchaser under conditional sales contract of any lot, condominium unit or Planned Unit Development (P.U.D.) unit, which is a part of the recorded and approved subdivision maps of the SunLand Development. The foregoing is not intended to include those having such interest merely as security for performance of an obligation except when those having such interest take title to a lot or unit through any action of law, foreclosure or other vehicle they shall become members of SLOA subject to these covenants.

Section 8. "Approved subdivision map" shall mean those plats, condominiums or P.U.D. subdivisions, and more particularly described in Exhibit A attached hereto, and incorporated herein by this reference, together with any future plat, condominium, P.U.D., or other property which is filed with the Clallam County Auditor as final, and approved and accepted as part of the SunLand Development.

Section 9. "Property" or "properties" shall refer to the owner's lot or lots or condominium or P.U.D. unit or units as contained within any final plat, condominium or P.U.D. subdivision approved as part of the SunLand Development.

Section 10. "Public Services" shall refer to those services normally rendered for peace, health, safety, welfare and protection of persons residing within the SunLand Development, including, but not necessarily limited to police, fire protection, emergency services, roads, street lighting, cleanup, and sanitation.

Section 11. "Unit" is a condominium unit, Planned Unit Development (P.U.D.) unit or other real property ownership interest recognized by Washington law and part of a recorded subdivision map approved for incorporation into the SunLand Development.

Section 12. "Utilities" refers to sewage disposal, garbage disposal, storm drainage, telephone, gas, electricity, TV cable, and other similar services; and the furnishing of potable water for domestic and related use to lots and units within platted subdivisions.

Section 13. "SunLand Development" shall mean all plats, subdivisions, condominium, Planned Unit Developments and lots approved and accepted as part of Sunland and subject to and benefited by the terms of these Covenants and the dedications contained within the various plats.

Section 14. "Water and Sewer District" is a municipal corporation formed to provide water and sewage service to SunLand Development.

Section 15. "Board of Directors" or "Board" shall refer to the body of persons elected by the membership and whose duties and responsibilities are to carry out, on a day-to-day basis, the requirements of the Covenants, Bylaws, and Rules and Regulations.

Section 16. "Fixtures" shall mean certain non-structural outdoor additions, normally under the jurisdiction of SLOA, to the home or lot, such as lighting, fences, signs and propane tanks.

Section 17. "Bylaw" shall mean a standing decree governing the regulation or governance of SLOA. Bylaws shall be adopted, amended, suspended or revoked by the Board, provided that any such amendment shall be submitted to the general membership for their consideration and comment at the next following annual meeting of SLOA or at a special meeting called for that purpose.

Section 18. "Rules and Regulations" shall be the implementation guidelines of the Articles of Incorporation, Covenants, Conditions and Restrictions and Bylaws of SLOA. Rules and Regulations shall be adopted, amended, suspended or revoked by the Board.

Section 19. "Operating Fund" shall mean the budgeted funds and shall be used for the day-to-day identified line items in the budget. This fund shall be kept separate from all other funds of the association.

Section 20. "Reserve Fund Study" shall be a professionally prepared analysis performed by a licensed Reserve Fund Specialist as defined in the Revised Code of Washington.

Section 21. "Reserve Fund" shall mean a separate fund based upon a "Reserve Fund Study".

Section 22. "Contingency Fund" shall mean a separate fund from those funds collected via the annual assessment and the Reserve Fund that can be used by the Board of Directors to cover unexpected expenses of the association not specifically delineated in the annual budget or a short fall in the Reserve Fund. This fund shall be funded by any excess income remaining at the end of the year as determined by the Board. Said fund shall not exceed thirty-five thousand dollars (\$35,000).

Section 23. "In good standing" shall mean members who have no current fines or other penalties and/or sanctions against them. This definition applies to all individuals residing in the home of the member.

Section 24. "CC&R" shall refer to this document.

Section 25. "Declaration" shall refer to this document.

Section 26. "Sanction" shall refer to any action taken by the Board for a violation of this declaration which is other than the levying of a fine.

Section 27. "Penalty" shall refer to any action taken by the Board for a violation of this declaration in which a fine is levied again a member.

Section 28. "Petition" shall refer to a document submitted by a member calling for Board action. A petition shall comply with the Bylaws and Rules and Regulations.

Section 29. "Sign" shall refer to any display that is placed such that it can be seen from the exterior of the unit.

ARTICLE III SunLand Owners Association

Section 1. Amendment. This Declaration may be amended at any annual or special meeting so called for that purpose by the approving vote of not less than sixty-six and two thirds percent (66-2/3%) of the owners voting in person or by proxy at said meeting.

Section 2. Members. Every owner shall be deemed for all purposes to be a member of SLOA. Each member shall advise the SLOA office in writing in advance of sale of their property, including the name of the buyer and the date of sale. Membership shall be inseparably appurtenant to the lot or lots, unit or units owned or being purchased by the member and upon

the transfer of ownership or making of a contract for sale of such lot or unit, the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee. Membership may not be conveyed or transferred in any other way. In the event of death of a member, membership passes in the same manner and to the same persons as does the property itself. To the extent not inconsistent herewith, membership shall be transferred in the manner provided in the Articles of Incorporation and the Bylaws of the Association. Lot or unit owners or purchasers shall have one membership regardless of the number of lots or units owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which will entitle him to any greater voice, vote or authority in the Association than any other member. The purchaser under a contract of purchase shall be deemed to be an owner for membership purposes. If any lot or unit is held by two or more persons, the several owners of interest shall be entitled, collectively, to cast one vote. The vote for any membership owned by a single marital community shall be cast by either spouse without presentation of authority from the other, but if both are present, only one may vote. No member may withdraw except upon transfer of title or contracting for the sale of the lot or unit to which his membership is appurtenant. No compensation shall be paid by SLOA upon transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Association.

Section 3. SLOA. The Association shall be governed by a Board of Directors elected from the membership of SLOA. The Board shall consist of no less than five (5) members nor more than eleven (11) members. The board shall consist of an odd number of members; should the board consist of an even number of members the Presiding Chair shall abstain from voting on issues before the Board. Each member of the Board of Directors shall serve for a three (3) year term.

Section 4. Authority to Elect Members to the Board of Directors. The authority to elect the Board of Directors is reserved to the membership. The election of Board members shall occur at the Annual Meeting each year.

Section 5. Organization. To the extent consistent with these Covenants, provisions regarding organization, authority, meetings, directors, officers, and voting of SLOA shall be set forth in the Bylaws.

Section 6. Powers of the Board of Directors. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for any infraction thereof.
- b. Suspend the voting rights and rights to use of the common areas and facilities or her rights of membership by any member during any period in which such member shall be in default in the payment of any assessment or any financial obligation levied by SLOA.

c. Exercise for and on behalf of SLOA all powers, duties and authority vested in or delegated to the Board and not specifically reserved for the membership.

d. Take such action as deemed necessary in order to promote the health, safety and welfare of the general membership.

e. Establish and approve an annual budget and assessment. The annual assessment shall be based upon the approved budget and shall be computed by dividing the approved budgets total expenses by the number of lots (907) to arrive at the annual assessment.

f. Levy and collect such assessments, fees and fines as necessary to properly maintain, improve and manage the property, assets and facilities of SLOA and to otherwise carry out its functions. provided any increase in assessment or proposed new assessment other than the annual assessment shall be approved by a majority of the membership voting in person or by proxy at a meeting called for such purpose, except in the case of disaster or other unforeseen damage to SLOA property that requires immediate action by the Board of Directors to prevent further damage.

g. Employ a manager, managing agent, independent contractor, or such other employees and agents as they deem necessary and to fix and prescribe their duties, compensation, and other terms and conditions of employment.

h. Establish conditions for indemnity and insurance of officers and directors

i. Establish a Reserve Fund for the future maintenance, repair, replacement or upgrading of SLOA assets based upon a Reserve Fund Study.

j. Do all things necessary for the administration of the affairs of SLOA and for the accomplishment of the best interests of SLOA, its facilities, utilities and properties.

Section 7. Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

a. Cause to be kept a complete record of all of its acts and corporate affairs and to present a summarized statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

b. Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed.

c. To provide for and supervise the care, upkeep and surveillance of the common areas, property and facilities.

d. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

Section 8. Uniform Rate of Assessment. All assessments established by this Declaration shall be uniformly assessed to each member of the association.

Section 9. Declaration Runs with Title. All of the covenants, restrictions, reservations and servitudes set forth herein shall run with the property. The grantee by accepting a deed or contract to purchase the property accepts the same subject to these covenants, restrictions, reservations, and servitudes and further agrees for himself, his heirs, successors and assigns to be bound by each such covenants, restrictions, reservations, easements and servitudes, jointly and severally.

Section 10. Jointly and Individually Enforceable. Each and every one of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be independent and separate agreements. In the event any one or more of such agreements shall for any reason be held to be invalid or unenforceable, all remaining shall nevertheless remain in full force and effect.

Section 11. Enforcement.

By the Board. SLOA shall have the right to enforce, by any means available, all covenants, restrictions, reservations, easements and servitudes of this document or Bylaw or Rule and Regulations adopted by the Board, now and hereafter adopted.

By the Members. Any member shall have the right to enforce, by any legal means available, all covenants, restrictions, reservations, easements and servitudes of this Declaration, now and hereafter adopted. Members shall first bring the violation to the attention of the Board. Except for collection of debts and assessments owed to SLOA according to Article VI below, all disputes among members, their guests, and SLOA shall be settled by arbitration.

No Waiver of Rights. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Conformance to Plat. All structures erected on any lot or area within any platted subdivision shall conform to the final plat as recorded in the Office of Auditor of Clallam County, State of Washington, insofar as type of structure and intended use be concerned. Areas within said plat have been laid out for specific use. Non-conforming use shall not be permitted within any such area without prior approval of SLOA or its designated committee.

Section 13. Easements. Easements and rights-of-way continue to be expressly reserved for creation, construction, and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, TV cable, public, quasi-public or private, as well as for any public, quasi-

public or private utility or function deemed necessary or expedient for public health, safety and welfare. Such easements or rights-of-way shall be confined to five (5) feet along rear and side of every lot and fifteen (15) feet along the street upon which the lot fronts. There is a twenty foot (20') out of bounds ingress and egress easement on properties that border the golf course that allows golfers to retrieve balls.

Section 14. Community Swimming Pool and Tennis Courts. These facilities are maintained and operated by SLOA for the benefit of the membership and their guests. Operation and maintenance of these facilities shall be paid out of the annual assessment of SLOA members and any fees charged for the use of the facilities.

Section 15. Common Areas. Certain areas may be set aside as public areas where members of SLOA and their invitees may from time to time congregate or make use of such areas. SLOA has the authority to collect from member's reasonable fees to be established from time to time for use of any common area or facility generally used by a limited number of SLOA members. Where the type of facility is such as to be of interest to and for use of the general membership, SLOA may for this purpose levy and collect fees for its operation and maintenance of such facility. The amount of such fees may be adopted and adjusted by the Board as the need arises.

Section 16. Signs. No signs of any kind shall be exhibited in any way on or about any residential lot or unit, any common area, or near the entrances to the Sunland Development except one professionally made sign, no larger than 18" by 24", that is (A) advertising said property for sale or rent, or (B) a contractor sign during process of construction or landscaping. Upon completion of work, contractor shall remove said sign. Exceptions to the above limitations may be authorized by the Board of Directors for signs of general interest. Such signs may be, but not limited to, signs with regard to meetings, swimming pool notices, and directional signs. Location as to where an approved sign can be posted shall be specified by the Board. All signs shall be removed as specified by the Board.

Section 17. Political Signs. Signs supporting or opposing political candidates or issues that are to appear on the next upcoming ballot are allowed without restriction as to time. Such signs are to be removed no later than forty-eight hours following the close of the polls.

Section 18. RV Lot. The RV Storage Lot is for the use of SLOA members only. No subletting or allowing non-member use of the lot is allowed. The lot shall be self-funding via a fee charged; such fee shall be established by the Board. The Board shall establish policies and rules and regulations governing the use and management of the RV Lot.

Section 19. Animals. No husbandry of either animals or fowl shall be conducted or maintained in the SunLand Development. House pets shall be allowed, provided they do not become a nuisance to others. No breeding of animals shall be allowed.

Section 20. Architectural Requirements. The Board shall have the authority to establish architectural and location requirements according to Article V, Section 3 below.

Section 21. Violations of this Declaration. The Board shall have the authority to assess Penalties and Sanctions. The Board has final disposition of the penalty or sanction.

Section 22. Liens. The Board shall have the authority to make, record and release liens on lots and units.

Article IV
Members Rights and Obligations

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment and use of all common areas and such right shall pass with the title to every lot or unit, subject to the following provisions:

Right of Participation. The right to share or participate in any of the property, assets, privileges, or facilities of the Association shall be extended to all members and to the spouse and children of any member and may be extended to guests under such policies, and Rules and Regulations as SLOA may prescribe provided the member is in good standing.

Fees Members agree to pay such Fees as designated by the Board for use of SLOA facilities prior to use of such facilities.

RV's. Members shall have the right to rent space in the RV Lot based upon space availability and in compliance with the management policies and the Rules and Regulations governing the RV Lot.

Section 2. Right to Petition to Call Special Meeting. Any member shall have the right to call for a Special Meeting of SLOA. Such petition shall be governed by the Bylaws and Rules and Regulation governing petitions.

Section 3. Rental of Property. Owners shall enjoy the right to rent their property in compliance with these Declarations and the Rules and Regulations governing rentals.

Section 4. Appeals. Members may appeal a Fine to the Board. Such Appeal shall follow a format and procedure as set forth by the Board in its policies and its Rules and Regulations. The decision of the Board shall be final.

Section 5. Rentals. Each owner shall advise the office in writing and in advance of occupancy the name, address, and phone number of the lessee. Rentals will be limited to occupancy by one single family per residence and for a period of not less than 60 days without approval of the Board of Directors. Owner shall deliver a copy of SunLand Development CC&Rs, Bylaws and Rules and Regulations to lessee and shall be responsible for the lessee's full compliance for the duration of occupancy. Exceptions to the above may be granted by the Board upon application of the owner.

ARTICLE. V
Architectural and Location Requirements

Section 1. General Requirements. Prior to the clearing of any lot, approval of the Architectural Committee must be obtained for the removal of trees.

Prior to commencement of any construction, clearing or site work, plans and specifications for all structures and improvements within the Sunland Development must be first submitted to SLOA or its duly appointed Architectural Committee for written approval as to the nature and quality of the proposed workmanship and materials, harmony of external design, size, orientation and location with respect to natural surroundings and existing structures; location with respect to topography and finish grade elevation; height; impact upon view from neighboring properties; and conformity with the general plan for development of Sunland with due regard to preservation of trees. Proposed tree-removal is to be included with all submissions.

In reviewing such plans and specifications, SLOA and the Architectural Committee shall recognize that there can be an infinite number of architectural concepts and ideas for development. SLOA shall encourage the formulation of such concepts and ideas. Nevertheless, for the protection of all owners, SLOA and the Architectural Committee shall make certain any improvement or structure will be consistent with the existing architecture and harmony of the Sunland Development. All construction must conform with County building codes.

Section 2. Committee Make-Up and Authority. An Architectural Committee shall be appointed by the Board of Directors. There shall be no less than three (3) members. The Architectural Committee will serve at the pleasure and direction of the Board. Except as otherwise provided herein, a majority, but not less than three (3) members, shall have the authority to act on behalf of the committee without the necessity of a meeting and without consulting the remaining members of the committee.

Section 3. Architectural Requirements and Guidelines. The Board of Directors shall approve and publish architectural requirements and guidelines, applicable to construction, clearing and site work within the SunLand Development. Said publication shall include specifications, as set forth herein. Also included will be such additional requirements as may be necessary to create a consistence and harmony in the community as to exterior design, size, orientation and location with respect to natural surroundings and existing structures; location as to topography and finish grade elevation; height; impact upon view from neighboring properties; and preservation of trees.

Section 4. Application and Building Plans. Plans and specifications must accompany an application for construction of all structures and improvements (including the addition of fixtures to a member's house, outbuilding or property) and must be submitted to the Architectural Committee prior to construction for the committee's written approval. There will be no verbal approvals or agreements. Requirements for application and necessary accompanying documents shall be determined by the Architectural Committee. The applicant will be informed in writing of the decision of the committee.

The Architectural Committee shall have thirty (30) days from the date of receipt of the completed plans, specifications and application, to approve or reject the same. In the event no such action be taken by the committee within said thirty (30) day period, then such plans and specifications shall be deemed to have been approved by the committee. A like requirement shall apply in the case of the filing of revised plans and specifications, or plans which provide for the modification, rebuilding, or revision of existing fixtures or structures.

No deviations from the approved plans and specifications will be accepted without prior written approval of the committee,

Section 5. Final Approval of Completed Construction. Upon completion of any approved construction or improvement, the property owner shall promptly notify the Architectural Committee in writing. The committee shall have a period of thirty (30) days from the date of notice of completion in which to examine and inspect the improvement for the purpose of determining whether it complied with the plans and specifications as approved by the Architectural Committee. Should the committee determine that the improvement does not comply with the plans and specifications, it shall notify the property owner within such thirty (30) day period. The property owner shall, within such time as the committee shall specify (but not less than: thirty (30) days from the date of notice), either remove such improvement or alter the same so that it shall comply with the plans and specifications as approved by the committee. In the event that the committee fails to act within said thirty (30) day period, the improvement shall conclusively be deemed to conform to such plans and specifications and to have been accepted by the committee.

Section 6. Prosecution of Work. The construction of all structures shall be prosecuted diligently and continuously from start of construction until exterior of structure is completed. Exterior construction will be completed no later than six (6) months from time approved by the Architectural Committee. Should construction be interrupted for a period of thirty (30) days or more, the committee may require the site to be cleared of all debris, unsightly material and equipment. All unused building materials shall be stored within or on any partially completed structure or removed from site. Should construction not be resumed within six (6) months, the committee may require that all construction above the first floor deck level, not under roof and enclosed be dismantled and removed from the site. Exterior of foundation shall be back-filled and the building site graded smooth. Noncompliance may result in the work being done by others with the property owner being assessed for the cost of such work. Any assessment shall be the personal obligation of the owner and shall be a lien against the property under Article VI.

Section 7. Construction Standards. The following standards shall be used by SLOA and the Architectural Committee in approving building plans and specifications.

(A) **Garages and Carports.** All garages must be attached to the dwelling and limited to a total opening width not to exceed twenty- four (24) feet. No new carports will be approved.

(B) **Outdoor Decks and Patios.** Decks and patios are encouraged. Decks shall be required to comply with building codes.

(C) **View and Harmony.**

(1) **Harmony.** The orientation and location on lots within the division shall be reviewed by the Architectural Committee to see that proposed structures are compatible with the natural surroundings and with other residences in the immediate area.

(2) **View.** Property owners shall restrict the height of structures and improvements so that the view of adjacent property owners is preserved to the greatest extent reasonably practical.

(D) **Lot Size and Setbacks, Residential.** No more than one single-family dwelling shall be constructed per lot. Setbacks from front property line, the rear property line, and side lot lines, and location of structure upon corner lots shall be in accordance with regulations and code requirements appertaining thereto as from time to time promulgated by Clallam County, State of Washington. No primary structural framing shall extend into the setback. Eaves, decks, porches, or other architectural elements may project no more than 2 feet into the setback. No outbuildings shall be allowed within the setback areas. Patios at grade level are exempt from these setback restrictions.

(E) **Minimum Dwelling Size and Maximum Height Limitation.** The minimum size of interior floor space of all single-family units (exclusive of garages, breezeways, patios and porches) shall be 1500 square feet. Maximum height shall be no more than twenty-three (23) feet from the highest finished grade to peak of the building. However, the Architectural Committee shall have the right to restrict the height to less than the maximum if there is a negative effect on view and/or the aesthetic compatibility with other buildings in the area.

(F) **Modification Requirements.** Any modification to the exterior of any dwelling or other structure must be approved by the Architectural Committee prior to start of work.

(G) **Fences.** No fence, hedge or bushes shall be erected or maintained which would unreasonably restrict or block the view from neighboring lot or lots or shall materially impair the harmony of the landscape of the neighborhood. No fence may exceed six (6) feet in height. Chain link fences must be black or dark green. No fences or hedges shall be placed within 20 feet of the property line bordering the golf course. Fences and hedges beyond this boundary are limited to no more than 4 feet in height. All fence designs and materials are subject to the approval of the Architectural Committee.

(H) **Heat Pumps.** Location of heat pumps relative to the building requires prior approval by the Architectural Committee. The committee shall consider aesthetics as well as minimum noise to adjoining properties in its consideration and approval.

(I) **Landscaping Requirements.** The owner of a newly completed dwelling shall be required to complete landscaping no later than six (6) months following the beginning of the growing season after the date of certificate of occupancy.

(J) **Areas Approved and Zoned Commercial.** In addition and supplemental to the uniform general restrictions, the erection and maintenance of commercial and mixed commercial buildings are limited and restricted to those sections and areas as are platted and approved by SLOA for that purpose and zoned for that purpose.

(K) **Additional Standards.** SLOA may establish such additional standards as are necessary to assure uniformity, order, and quiet enjoyment of properties within the Sunland Development.

Section 8. Care and Appearance of Premises. The necessity of maintaining the exterior of the residence and keeping grounds of the premises in a neat, clean and attractive manner is important to the community of SunLand. Property owners are required to keep the grass cut, shrubbery pruned, weeds controlled or eliminated, and debris removed. Vacant lots shall be kept free of any material that could create a fire hazard. Objectionable materials are not to be stored on property, including but not limited to: building materials, junk items, or any unattractive materials or items that detract from the natural appearance of the grounds (excluding neatly-stacked firewood). Property owners shall maintain the exterior of structures and improvements on their premises in a good state of repair and condition. SLOA has final authority to request the property owner to correct or remove the objectionable condition.

Items on the grounds held out for sale in a garage or yard sale are objectionable items under this provision unless the garage or yard sale is one of a potential two that may be held by the home owner, with the first held within the first 180 days of ownership and the second after the house has been listed by the owner for sale.

With regard to violations of this Article V, Section 8, SLOA shall have hand delivered, or sent by first-class mail, to the owner of the offending property a request to correct the problem. Such request shall contain (1) a description of the offense, (2) the time within which the owner must respond with either sufficient assurances that the problem will be immediately corrected or correct the problem, and (3) the estimated amount to be assessed to the homeowner if SLOA must correct the condition. If problems are not corrected, or no adequate assurance is given within 10 days after the request is sent, SLOA may have the necessary work done and assess the property owner for the costs. Such assessment shall be the personal obligation of the owner and shall be a lien against the property under Article VI.

ARTICLE VI

Financial Obligations of Membership, Collection, Enforcement and Liens

Section 1. Creation of the Lien and Personal Financial Obligations. Each owner of any lot by acceptance of a deed or the entry into a contract of purchase therefor, whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to pay to SLOA any and all financial obligations, including assessment, fees and fines, levied against the owner or the owner's property. Such financial obligations shall be established and collected as in the Articles of Incorporation, Bylaws, and Rules and Regulations more particularly provided. From and after the fixing of any financial obligations, hereinbefore enumerated, such financial obligations shall automatically become a lien and charge upon the property from the date the debt is owed and shall be a continuing lien upon the property until paid. Each such charge, together with interest, costs, and a reasonable attorney's fee, shall also be the personal obligation of the person who was the owner in fee or contract purchaser of such property at the time of the imposition of the financial obligation. Upon request at the time of transfer, SLOA shall provide notice of any lien rights attached to the property. Failure to provide such notice, within thirty (30) days of request, shall result in termination of any previously existing lien rights.

Section 2. Annual Assessment. Each member shall be required to pay the annual assessment to SLOA at the time, frequency and manner and in the amount fixed by the Board of Directors. Failure to pay dues will result in penalties and/or sanctions as set forth in the Bylaws.

Section 3. Enforcement of Lien and Collection of Financial Obligations. In the event any financial obligations shall remain unpaid for a period of sixty (60) days from its due date, the same shall bear interest at the highest legal rate from date of delinquency until paid, and may be collected in any manner deemed necessary, at the option of SLOA.

Section 4. Collection Action. In addition to foreclosure of any lien attached to any lot or unit under Section 1 above, SLOA may take additional or alternate action to collect debts owed including action affecting the owner's rights and privileges as a member of SLOA, termination of right to use of common areas and facilities, termination of public services, termination of voting rights, legal action to collect such personal obligation, and any other cause of action that is available in law or equity. All remedies set forth herein or otherwise available to SLOA shall be cumulative.

Section 5. Interest, Costs and Fees. In any suit or action brought to obtain personal judgment or to foreclose the lien herein claimed, or for collection in any other manner whatsoever, in addition to the amount of the financial obligations, SLOA shall be entitled to SLOA administrative costs associated with the collection action at the rate of one-hundred dollars (\$100.00) per hour or part thereof, interest at the highest legal rate on the delinquency, cost of suit, and a reasonable attorney's fee.

Section 6. Obligation Upon Listing to Sell. Upon listing of a lot or unit for sale the member shall immediately notify the SLOA office of their intent to sell providing the name and address of the listing agent and broker in order to facilitate and allow SLOA to determine any outstanding liens, assessments, fees, fines or other financial obligations of the member; if any such financial obligation exists, and afford SLOA time to record a document reflecting the lien against the lot or unit with Clallam County, Washington, for the entire amount of the obligation and any cost of filing shall be added to the outstanding financial obligations of the member. Such lien document shall also secure additional obligations that become due subsequent to the initial filing. Owners acknowledge that a lien attaches to each property the moment a debt is owed, under Section 1 above, even if SLOA delays or neglects to file a document reflecting any outstanding lien. Any purchaser of a lot or unit accepts title subject to all recorded and unrecorded liens of SLOA.

Section 7. Notification of Lien. An owner shall notify the Title/Escrow company upon opening of the Escrow account associated with the sale that a lien may exist and that settlement of the lien is to be paid directly to SLOA.

ARTICLE VII SunLand Development

The land incorporated within the following described territory situated in Clallam County, Washington, to-wit: The North one-half; the North one-half of the Southwest quarter, and the Northwest quarter of the Southeast quarter, all in Section 8, Township 30 North, Range 3 West, Willamette Meridian, Clallam County, Washington, containing approximately 440 acres. The present Water/Sewer District boundary is coincident with that of the SunLand Development boundary.

ARTICLE VIII SunLand Development Boundary Expansion

Section 1. The incorporation or annexation of additional land in SunLand Development shall require the approval of not less than 2/3 of the owners voting in person or by proxy at any duly called meeting where a quorum is present. Any land voted for incorporation shall be platted and approved by Clallam County as a legal subdivision, P.U.D., condominium, or other approved form for the transfer and ownership of land.

Section 2. In the process of evaluating a proposer's request to add additional land into SunLand Development, the Sunland Water/Sewer District, responsible for providing service to SunLand membership, also is charged with ascertaining that all expenses incident to upgrading capacity, etc., be properly the responsibility of the proposer.

ARTICLE IX
Attorney's Fees

In any action brought by SLOA against any owner to enforce any term, condition or covenant herein contained, or for a declaration of rights with respect thereto, the prevailing party shall be entitled to recover in addition to costs, a reasonable sum fixed by the court as and for attorney's fees.

ARTICLE X
Duration of Declaration

Unless otherwise amended under Article XVII, this Declaration as set forth shall continue in full force and effect from the date of its filing until the _____ day of _____, _____, after which time it shall be automatically extended for successive periods of ten (10) years.

ARTICLE XI
Impact on Divisions 7, 11, 15,16 and 17

The adoption of these Amended Covenants is not intended to supersede or nullify the respective existing Condominium and/or P.U.D. Declarations governing Divisions 7, 11, 15, 16 and 17 of the SunLand Development. These Condominium and/or P.U.D. Declarations shall continue in full force and effect as they relate to the rights, duties, relationships and responsibilities of the unit owners in each of these divisions between themselves and with respect to the common areas set aside in each of these divisions. These Covenants, however, shall control with respect to the rights, duties and obligations of those unit owners, their properties, and the divisions themselves, in relation to the remainder of the SunLand Development; the common areas under the ownership and control of the SunLand Owners Association; and their rights and obligations as members of SLOA and owners within the SunLand Development.

IN WITNESS WHEREOF, the undersigned officers of SLOA hereby attest to adoption of these Amended Covenants as set forth in Article I above and hereunto set their hands on this _____ day of _____, 2017.

SUNLAND OWNERS ASSOCIATION

SUNLAND OWNERS ASSOCIATION

Fred Smith, President

Jennifer Sweeney, Secretary

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM) ss.

On this day personally appeared before me Fred Smith and Jennifer Sweeney, to me known to be the President and Secretary, respectively, of SUNLAND OWNERS ASSOCIATION, a Washington, Non-Profit Corporation, and to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2017.

Notary Public for the State of Washington
Residing at Sequim
My commission expires: _____

EXHIBIT A

All of Albert Balch and Jess Taylor's SunLand (presently referred to as Division 1) according to plat thereof recorded in Volume 5 of Plats, page 42 under Auditor's File No. 340385, records of Clallam County, Washington.

SunLand Division No. 2 according to plat thereof recorded in Volume 5 of Plats, page 43 under Auditor's File No. 342256, records of Clallam County, Washington.

SunLand Division No. 4 according to plat thereof recorded in Volume 5 of Plats, page 53, 54, 55, 56 under Auditor's File No. 352328, except for lots 19-21, Block 9, and page 61 under Auditor's File No. 353144, records of Clallam County, Washington.

SunLand Division 4, Lots 19-21, Block 9, re-platted as Parcel A and B recorded in Volume 10, Page 92 under Auditor's File No. 591351, records of Clallam County, Washington.

SunLand Division No. 5 according to plat thereof recorded in Volume 5 of Plats, page 57 under Auditor's File No. 352329, except lots 44-52, Block 12, records of Clallam County, Washington.

SunLand Division No 5, Lots 44-52, Block 12, Re-Platted as Lots 1-6, Division 5R, recorded in Volume 11, Page 14 under Auditor's File No. 619838, records of Clallam County, Washington.

SunLand Division No. 6 according to plat thereof recorded in Volume 5 of Plats, page 65 under Auditor's File No. 356593, records of Clallam County, Washington, and all subsequent Amendments and Additions thereto.

SunLand Division No 7 according to plat thereof recorded in Volume 1 of Condominium Plats at Pages 3a-3b under Auditor's File No. 428081, records of Clallam County, Washington, and all subsequent Amendments and Additions thereto.

SunLand Division No. 8 according to plat thereof recorded in Volume 7 of Plats at Page 64 under Auditor's File No. 429567, records of Clallam County, Washington.

SunLand Division No. 9 according to plat thereof recorded in Volume 9 of Plats at Page 83 under Auditor's File No. 496772, records of Clallam County, Washington.

SunLand Division No. 10 according to plat thereof recorded in Volume 9 of Plats at Pages 84-85 under Auditor's File No. 496773, records of Clallam County, Washington.

SunLand Division No. 11 according to plat thereof recorded in Volume 9 of Plats at Pages 86-88 under Auditor's File No. 497419, records of Clallam County, Washington, and all subsequent Amendments and Additions thereto.

SunLand Division No. 12 according to plat thereof recorded in Volume 10 of Plats at Pages 27-29 under Auditor's File No. 513605, records of Clallam County, Washington.

SunLand Division No. 14 according to plat thereof recorded in Volume 10 of Plats at Pages 58-60 under Auditor's File No. 548497, records of Clallam County, Washington.

SunLand Division No. 15 according to plat thereof recorded in Volume 10 of Plats at Page 93 under Auditor's File No. 594728, records of Clallam County, Washington.

SunLand Division No. 16 according to plat thereof recorded in Volume 11 of Plats at Pages 50-54 under Auditor's File No. 652180, records of Clallam County, Washington.

SunLand Division No. 17, Present and Future Phases, as described in Tract 1 of survey recorded in Volume 11 of Surveys, Page 12 under Auditor' File No. 570135, except that portion conveyed to SunLand Golf and Country Club under Clallam County Recording No. 646143. Also except those portions conveyed to Clallam County for Road purposes, recorded under Clallam County Recording No. 619228.

Short Plat of Parcel A to the SunLand Development, recorded in Volume 2 of Short Plats at Page 59 under Auditor's File No. 459753, records of Clallam County, Washington.

Short Plat of Parcel B to the SunLand Development, Lots 1 and 2, recorded in Volume 23, of Short Plats at Page 58 under Auditor's File No. 669545, records of Clallam County, Washington.

Cassalery Short Plat, Lot 2, according to plat thereof recorded in Volume 5 of Plats at Page 74 under Auditor's File No 509266, records of Clallam County, Washington.