

PROTECTIVE COVENANTS

SUNLAND ESTATES HOMEOWNERS ASSN.

1. GENERAL PROVISIONS: Clinton W. Morrow and Ruth F. Morrow, his wife, and SUNLAND ESTATES CO., a Washington Corporation, acting themselves and exercising the power to impose Protective Covenants as developers of Sunland Estates, Division No. 1, appearing of record in Volume 9 of plats at pages 18, 19, 20, 21, 22, 23 records of the Auditor, Grant County, State of Washington, to maintain a good restricted residential character for the above-described real property, except as hereinafter described, and to insure a homogeneous development of the said real property and for the benefit of each owner of a building site herein, do hereby provide and declare that all the lots and blocks in the above-described plat shall be owned, held, used, occupied and developed subject to the Protective Covenants which they do hereby provide and impose as follows:
2. LAND USE AND BUILDING TYPE: Except as otherwise designated on the above described plat, all lots shall be for residential use. No lot or portion of a lot shall be subdivided and sold or resold or ownership changed or transferred whereby the ownership of any portion of the Plat shall be less than the area originally platted for each lot. No building shall be erected, altered, placed or permitted to remain on any residence lot other than one detached single-family dwelling, one detached private garage and other accessory buildings permitted by zoning ordinance, provided that a that a contractor's shed may be erected and used during the period of construction of a dwelling, and that a real estate sales office may be erected and used on the real property during the period of original sale of residence lots. All single-family dwellings are limited to fifteen (15) feet in height above the high point of the original ground of that certain lot to be built on. Single-family dwellings, exclusive of any attached garages, shall have a minimum floor area of 600 square feet for one floor.
3. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee of Sunland Estates Homeowners Assn., a Washington non-profit corporation, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Parts 10 and 11.
4. BUILDING LOCATION:
 - a. No building shall be located on any residence lot nearer than twenty-five (25) feet to the front lot line, or nearer than ten (10) feet to any side street line.
 - b. No Building on a residence lot shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building setback line. No dwelling shall be located on any interior resident lot nearer than twenty-five (25) feet from the rear lot line.

- c. For purposes of this paragraph, the said Architectural Control Committee may establish the location of commercial buildings within the lots designated on said plat for commercial use, all in accordance with the applicable zoning codes.
5. COMPLETION OF STRUCTURES: Each structure shall be completed as to external appearance, including finished painting, within twelve (12) months from the date of commencement of construction.
 6. NUISANCES: No noxious or offensive activity shall be carried on upon any residence lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 7. TEMPORARY STRUCTURES: Only house trailers will be allowed as temporary dwelling structures.
 8. LIVESTOCK & POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any residence lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes or do not become a nuisance.
 9. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of Grant County Health Department. Approval of such system as installed shall be obtained from such authority. In the event it is deemed necessary by the Grant County Health Department that no further individual sewage disposal system shall be permitted, Sunland Estates Homeowners Association shall create a community sewage disposal system acceptable to applicable authorities.
 10. COMMUNITY AREA: Areas designated "Community Area" and 'Well Site' by the terms of the said plat have been dedicated to the said Sunland Estates Homeowners Assn. Such real property, together with the hereinafter described easements, shall be for the benefit of the following described real property situated in Grant County, State of Washington:

That portion of Section 2, Township 18, Range 22 East, W.M. Grant County, lying easterly of Wanapum Reservoir Project boundary line and that portion of Section 11, Township 18, Range 22 East, W.M. Grant County, Washington lying easterly and northerly of said boundary line.
 11. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities, plus the purposes for which the same may be used by the said Sunland Estates Homeowners Assn., are reserved as shown on the recorded plat and over a 2 ½ foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except

for those improvements for which the Sunland Estates Homeowners Assn. Or a public authority or utility company is responsible.

12. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be appointed and directed by Sunland Estates Homeowners Assn. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the Board of Trustees of Sunland Estates Homeowners Assn. Shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
13. PROCEDURE: The Architectural Control Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
14. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.
15. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
16. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
18. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Said covenants and restrictions are for the mutual benefit of each of the said lots and any subsequent owners thereof, and shall be deemed covenants running with the title to said lots.

WITNESS the hands and seals of the makers of this instrument on the 12th day of August 1965.

By SUNLAND ESTATES CO.

Signatures

SUNLAND ESTATES PROTECTIVE COVENANTS recorded at Grant County Courthouse on September 7, 1965 under Auditor's File No. 483822, Book 43, Page 94.

Division II added May 12, 1966, appearing of record in Volume 8 of Plats, pages 32+.

Division III added August 21, 1967, appearing of record in Volume 8 of Plats, pages 42+.

SCHEDULE B-1 (for attachment to Sunland Estates Homeowners Assn. Covenants)

1. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.
2. Utility easement over a 2 ½ foot strip along each side of interior lot lines and over the rear five (5) feet of each lot, as noted on the recorded plat.
3. Protective Covenants filed under Auditor's File No. 483822 (as set out on attached sheets) affecting Sunland Estates, Division No. 1, shall be applicable to this Division No. 2 EXCEPT that:

Building height shall be twenty-two (22) feet maximum;

Tract "A" shall become public right-of-way upon dedication of a thirty (30) foot or more strip for public purposes east and adjacent to said Tract "A."