

SUN COUNTRY ESTATES, INC.

PROTECTIVE COVENANTS

Being all of the parties owning or having any right, title or interest in the Plat of Division 1, as filed in the Office of the Kittitas County Auditor in Volume 4 of Plats, page 46-50, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restriction being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as herein specified.

A. USES PERMITTED AND PROHIBITED

1. No lot shall be used for any purpose other than a single-family residence; provided, lots of adequate size may have a second building for guest house or servants quarters. (It is understood that the restriction applies to this plat and not to adjacent lands where developer intends to install multiple residences).
2. No commercial activity of any kind may be carried on in or from any lot.
3. No temporary structure, trailer, mobile home, camper or any similar housing facility may be kept on the premises at any time; provided, temporary housing previously approved by the architectural committee may be permitted for a maximum period of six months while the residence is actually under construction.
4. No automobiles, trucks or other vehicles shall be stored on the property at any time except vehicles actually being used by the occupants. Boat trailers may be stored on the premises (within the lot lines) when not in use but shall be moved to an inconspicuous portion of the lot if the architectural committee finds them to be unsightly.
5. No domestic animals of any kind shall be raised, kept, or permitted upon any residential lot or any part thereof other than dogs, cats and birds, which are not kept, or bred or raised thereon for commercial purposes or in unreasonable numbers and which are reasonably controlled to avoid their being a nuisance to other residents.
6. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on any lot unless placed in an attractive container suitably located and screened from public view.
7. No clothesline shall be located on any lot as to be visible from a private way, dwelling house on another residential lot, from public areas in Keechelus, or from the golf course.
8. No sign or other advertising device of any character shall be permitted upon any lot except one sign, not larger than 400 square inches may be used in advertising the property for rent or for sale.

9. No fuel tank shall be maintained above ground on any lot unless screened from view in a manner satisfactory to the architectural committee.
10. No dirt or other materials shall be removed from any lot. No excavation shall be made on any lot except as to permit construction of a dwelling, or landscaping thereof, after approval of the architectural committee.
11. Except with the approval of the architectural committee, the natural drainage on any residential lot shall not be changed.
12. Except with the approval of Keechelus, no person shall reside upon any residential lot until such time as the improvements to be erected hereon in accordance with plans and specifications approved by the architectural committee have been completed.
13. The exterior of any improvement commenced on any lot shall be completed according to plan approved by the architectural committee within four months after the improvement was commenced.
14. Lot owners shall neither install nor maintain exterior lighting of any sort which is visible from a street or from the dwelling house of any Keechelus residence without first obtaining the permission of the architectural committee.

B. ARCHITECTURAL CONSIDERATIONS

1. In general, all homes will be single story, except on sites which lend themselves to daylight basements, or split-levels. Views from all lots will be safeguarded to the extent reasonably possible.
2. All garages or carports must be attached to homes, except when attachment is prevented by unusual topography.
3. Abundant use of outdoor decks and patios will be encouraged.
4. The use of new materials on all exterior surfaces will be required. Used brick will be permissible.
5. It is desired that the majority of homes have their exteriors made from materials indigenous to the Northwest.
6. The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors other than in trim or in accent panels will be discouraged, and will be approved in unusual locations.
7. The orientation and location of houses on lots is to be reviewed by the architectural committee. The intent is to keep all homes as compatible as possible with their natural surroundings and with each other.

8. No minimum square footage, rood area, or cost has been established in the restrictions. Rather than fix arbitrary standards, size will be reviewed by the architectural committee. The important thing will be the compatibility of the home to its size and to its neighbors. We are aware that with thought and planning, a home of outstanding attraction can be built in as little as 500 square feet up to several thousand square feet. We suggest submission of tentative plans for approval before you proceed with final plans.
9. Home plans must provide for the screening of garbage cans and trash areas from view from adjacent property, golf links, and roads.
10. Exposed roll roofing and V-crimp or corrugated metal roofs may not be used on any structure. No asphaltic covering shall be used as finished exterior siding.
11. In general, A-frame type homes will not be approved. There are a few lots where homes of this nature would be compatible and would be approved.
12. Setbacks are not detailed in the legal restrictions. The architectural committee will determine the setback for each lot.
13. All building, including remodeling, fencing, repainting, etc. must first be approved by the architectural committee.

C. ARCHITECTURAL COMMITTEE

1. There shall be an architectural committee which shall consist of 3 or more persons, at least one of whom shall be a lot owner, to be appointed by the Sun Country Estates, Inc. Keechelus shall have the right to terminate the term of office of any member of the architectural committee at any time. Keechelus shall keep on file at its principal office a list of the names and addresses of the members of the architectural committee. Keechelus shall have the right to appoint new or additional members to the architectural committee at any time.
2. Except as otherwise provided herein any two members of the architectural committee shall have power to act on behalf of the committee without the necessity of consulting the remaining members of the committee. The committee may act only by written instrument setting forth the action taken signed by the members of the committee consenting to the action.
3. If at any time the architectural committee shall be reduced to a number less than 3, or for any reason shall fail to function, the Board of Directors of Sun Country Estates, Inc. shall serve as the architectural committee.

D. APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE

1. Keechelus recognizes that there can be an infinite number of artistic conceptions and ideas for the development of residential lots consistent with its plan for Keechelus. Keechelus wishes to encourage the formulation of such conceptions and ideas. Nevertheless, for the protection of all Keechelus residents, Keechelus wishes, through the architectural committee, to make certain that any development of the residential lot will be consistent with its plan for Keechelus. The architectural committee has prepared an architectural checklist setting forth general concepts for the development of Keechelus which is available at the office of Keechelus. Such checklist may be modified from time to time.
2. No improvement may be constructed, altered or changed as to exterior décor on any lot until:
 - a. The owner has submitted to the architectural committee two complete sets of plans and specifications therefore in form satisfactory to the architectural committee, showing (I) the exterior design, (II) the exterior color scheme, (III) the exact location of the improvement on the residential lot, (IV) the location of driveways and parking areas, (v) the scheme for drainage and grading, and (VI) the landscaping arrangement.
 - b. Such plans and specifications have been approved in writing by the architectural committee and a copy of such plans and specifications as finally approved deposited for permanent record with the committee.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions, but also because of the reasonable dissatisfaction of the architectural committee with the grading, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape or type of roof proposed to be placed thereon because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the architectural committee would render the proposed improvement inharmonious or out of keeping with the general objectives of Keechelus or out of keeping with the improvements erected on other residential plots in the immediate vicinity.

3. In the event that lot owners shall wish to change the exterior color schemes of any improvement, they shall submit to the architectural committee such information with respect to their proposed change as the architectural committee shall require and shall make such change only after approval in writing has been obtained from such committee.
4. If at any time lot owners shall have submitted to the architectural committee plans and specifications for a dwelling house and the architectural committee shall have neither approved such plans and specifications within 30 days from the date of their submission nor notified the owners of its objections within such 30 day period, then such plans and specifications shall be deemed to have been approved by the architectural committee. Similarly, in the event that lot owners shall have filed revised plans and specifications for a dwelling house with the architectural committee after receiving objections from the architectural committee as to the plans and specifications originally filed and the architectural committee shall have neither approved such revised plans and specifications within 30 days from the date of their submission nor notified the owner of its further objections within such

30-day period, then such revised plans and specifications shall be deemed to have been approved by the architectural committee.

If at any time lot owners shall have submitted to the architectural committee plans and specifications in accordance with No. 2 which do not include the construction of a dwelling house or the information required by No. 3 and the architectural committee shall have neither approved such plans and specification or color scheme within 10 days from the date of their submission nor notified the owner of its objections within such 10 day period, then such plans and specifications or color schemes shall be deemed to have been approved by the architectural committee. Similarly, in the event that lot owners shall have revised plans or specifications which do not include the construction of a dwelling house or a revised color scheme with the architectural committee and the architectural committee shall have neither approved nor disapproved such revised plans and specifications or color scheme within 10 days from the date of their submission, then such revised plans and specifications shall be deemed to have been approved by the architectural committee.

5. Whenever lot owners have completed an improvement, they shall promptly notify the architectural committee in writing. Any member of the architectural committee on any weekday between the hours of 9:00 o'clock A.M. to 5:00 o'clock P.M. within 60 days following the time the lot owners have so notified the architectural committee of the completion of an improvement may inspect such improvement for the purpose of determining whether it complies with the plans and specifications approved by the architectural committee. In the event that the architectural committee shall determine that such improvement does not comply with such plans and specification it shall notify the owner within such 60 day period, whereupon the owner within such time as the architectural committee shall specify, not less than 30 days, however, from the date of notice, either remove such improvement or alter it so that it will comply with such plans and specifications. In the event that the architectural committee shall not communicate with the owner within 60 days from the time that they have notified the architectural committee of the completion of the improvement, the improvement shall conclusively be deemed to be satisfactory to the architectural committee.
6. All communications to the architectural committee shall be delivered by hand or by mail to Keechelus to its principal office.

E. CARE AND APPEARANCE OF PREMISES

Lot owners shall maintain the improvements on residential lots and the grounds of such premises in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned and dead trees, shrubbery and plants removed. Lot owners shall keep the exterior of improvements on their premises in a good state of repair and appearance.

F. LANDSCAPING

1. It is the desire of Keechelus to preserve the natural vegetation of Keechelus to the greatest extent possible and to preclude the planting of trees, shrubs, lawns and other vegetation not indigenous to Keechelus.

2. Lot owners shall neither remove from any lot any tree, shrub or other vegetation, without having first obtained the permission in writing of two or more members of the Architectural Committee.

G. DURATION

These restrictive covenants shall continue for 25 years and thereafter until revoked by the written agreement of 75 percent of the owners of the lots affected by said restrictions.

H. ENFORCEMENT

In the event that any of the restrictions herein set forth are violated, then Keechelus Sun Country Estates, Inc. may:

1. Correct such violation without notice to owners by such actions deemed most reasonable to it, including the right to complete any improvement or object which violates the restriction. In this event, the owner shall be indebted to Sun Country Estates, Inc. for all costs reasonably incurred by it plus a 15 percent management fee; the land shall thereupon be subject to a lien pursuant to the mechanics lien statutes of the State of Washington, and may be foreclosed at the option of Sun Country Estates, Inc., according to the said lien law, including the right to a reasonable attorneys fee.
 2. Give the owners notice to correct the violation, fixing reasonable time limits.
 3. Seek the aid of the Superior Court of Kittitas County, State of Washington, to obtain an injunction or such other relief as the Court deems equitable; in this event the lot owner shall be obliged, in the discretion of the Court, to pay all costs reasonably incurred by Sun Country Estates, Inc., including a reasonable attorneys fee.
- I. Each lot owner shall automatically become a member of the Sun Country Maintenance Association and shall pay such fees for maintenance or improvements as required by said Association.

AMENDMENT TO PROTECTIVE COVENANTS OF SUN COUNTRY ESTATES

For and in consideration of the mutual benefits to be derived there from, the undersigned persons do hereby contract and agree that the Protective Covenants recorded as Division III in the Plat of Sun Country Estates, records of Kittitas County, Washington, would be and the same are hereby revised in the following particulars:

1. The protective Covenants shall not apply to Lots 13 through 23 except said lots shall bear their proportionate share of the expenses through the Sun Country Maintenance Corporation.
2. That Paragraph 3 in Section A which reads as follows:

“No temporary structure, trailer, mobile home, camper or any other similar housing facility may be kept on the premises at any time; provided temporary housing previously approved by the architectural committee may be permitted for a maximum period of six months while the residence is actually under construction.”

Should be deleted and in place thereof, Paragraph 3 shall read as follows:

“No temporary structure may be placed upon any lot: Provided, that one recreation vehicle, motor home, camping trailer or other vehicle may be placed on any lot notwithstanding the fact that said vehicle is attached to a septic tank and drain field in a semi-permanent condition; the aesthetic standards set forth in the Protective Covenants are hereby ratified and approved and shall be particularly applicable to any such vehicular housing facility. The units must be kept in good repair at all times and whenever deemed reasonable by the architectural committee, sight obscuring skirting material or landscaping shall be installed by the lot owner. Prior to connection to a septic tank and drain field, any semi-permanent vehicular housing shall obtain approval of the architectural committee as to set-backs and sight-screening.”

3. Paragraph A-5 shall be amended by adding the following statement:

“Whenever an animal is off of the property of its owner, it shall be kept on a leash.”

4. There shall be added to Section A “Uses Permitted and Prohibited” the following:

The developer or, upon creation of the Sun Country Maintenance Corporation, that corporation shall fix from time to time reasonable speed limits on roadways and pathways and lot owners and their guests shall abide by those speed limits. All gasoline engines shall be equipped with muffler devices equal to minimum standards as though for use as a vehicle on Washington State highways.

5. Paragraph I is amended to read as follows:

I. Each lot owner shall automatically become a member of the Sun Country Maintenance Corporation and shall pay such fees for maintenance or improvements as are required by said corporation. The function of the maintenance corporation shall be to collect expenses from the individual lot owners on a pro-rata basis to pay the costs of the “quasi governmental” functions which will be needed in order to maintain this development in a neat, orderly sanitary and peaceful condition. These expenses shall include such items as real estate taxes on common areas, maintenance of the water system, maintenance of the roads including snow removal from the roads in the winters if the residents determine to do so, and an orderly removal of garbage and trash. The foregoing enumeration of functions is not by limitation but rather to demonstrate by example. The costs shall commence at the rate of \$5.00 per lot and shall be billed quarterly, the first billing to apply for the second quarter of _____. The billing will occur on the first day of the third month of the quarter, e.g., June 30, _____. In the event that the pro-rate expenses for maintenance of the common areas does not equal the revenue produced through these quarterly payments, the amount payable in the following quarter will be reduced proportionately. In the event that the expenses exceed the revenue produced, the amount payable in the next quarter shall be increased to meet those costs. The developer will advance funds for the first two years at the prime interest rate to be reimbursed at the end of each quarter. The developer shall have no obligation to pay for unsold lots.