

# PROTECTIVE COVENANTS OF PINELOCH SUN BEACH CLUB

Sunny Lands Development corporation and Roslyn Cascade Company, fee owners of that land in Kittitas County, Washington embraced in the plats entitled Pineloch Sun, Divisions I, II, III and IV recorded or to be recorded in the office of the Kittitas County Auditor, for the purpose of extending to the owners therein the greatest possible peace, enjoyment, privacy, health, comfort, safety and preservation of esthetic values and amenities and of property values do hereby render subject to the following protective or restrictive covenants and provisions all of said property. The same are hereby imposed upon each and every lot, except as hereinafter stated, in said tract or subdivision and said covenant shall run with the land and all subsequent purchasers and owners of any said lots shall take and hold the same subject thereto: and every purchaser and grantee of any of said lots by the acceptance of a deed thereto or contract therefor, accepts and agrees to said covenants as hereinafter set forth:

1. Area. The area covered by these covenants is the entire area described above.
2. Land Use. All lots within the plat of Pineloch Sun shall be used only as permitted by the covenants and 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 Pineloch Sun Beach Club, Inc., as provided in the Articles of Incorporation and By-laws of that Washington non-profit corporation. All lots within the plat of Pineloch Sun shall be used for single-family residences, except for any lots that 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.
3. 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 determination of the Architectural Planning Committee will be based upon the quality of workmanship and materials, harmony of exterior design with existing structures, and the location of the proposed building or structure with respect to the topography and finish grade elevation. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after the 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. 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 suitably finished within twelve (12) months of the

date of commencement. All buildings and structures shall be of new construction and no limitations of any materials shall be used for exterior finish.

4. Architectural Planning Committee. The Architectural Planning Committee is composed initially of the members of the Board of Trustees of Pineloch Sun Beach Club, Inc. 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 remaining members 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. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

5. Dwelling Cost, Quality and Size. The floor area of the main structure of these dwellings, exclusive of one-story open porches and garages, shall not be less than 800 square feet, which shall include second floor space. No dwelling shall exceed a maximum height of twenty-two (22) feet from the original grade without written approval from the Architectural Planning Committee.

6. Setbacks. No building shall be located on any lot nearer to the front lot line than 20 feet, or nearer than 15 feet to any side street line. No building shall be located nearer than five (5) feet to an interior lot line. Side and front yard shall be required for a garage or other permitted accessory building. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as part of a building. Front lot line shall be considered to be the lot line adjacent to the street. Garages and accessory buildings shall conform to these requirements.

7. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved under, upon and over (1) a five (5) foot wide strip along each side of interior lot lines, (2) the rear five (5) feet of each lot, and (3) the exterior five (5) feet appurtenant and adjacent to the street frontages.

8. Noxious Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become annoyance or nuisance to the neighborhood.

9. Trailers. Trailers and campers will be permitted for use only on a temporary basis or during construction except in specific areas designated for trailers. Areas designated for trailers are Blocks B and C, Division III of Pineloch Sun and additional Blocks that may be added within Division III at the discretion of the Architectural Planning Committee. Trailers permanently parked shall be skirted and placed on a concrete slab. The Architectural Planning Committee may require that the temporary use of trailers and campers be discontinued, by giving 120 days notice.

10. Signs. No sign of any kind shall be displayed to the public view on lot, including "For Sale" and "For Rent" signs, without written approval of the Architectural Planning Committee. In no event shall "For Sale" and "For Rent" signs be displayed to the public view by owners other than declarants so long as the declarants own any portion of the land included within the plat.

11. Livestock. No animals, livestock or poultry of any kind shall be raised bred or kept on any of the property, except that dogs, horses, cats and other domesticated household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

12. Logging. There shall be no commercial logging of any kind on any portion of this plat. Only those trees which are dead, dying or which constitute a hazard to persons or structures or those trees which must be removed to provide for building sites, main driveways or major roads or utility easements, or unduly obstruct view, or otherwise, in the judgement of the Architectural Planning Committee require removal, may be removed.

13. Dumping Garbage. No lot shall be used or maintained as a dumping ground for rubbish or waste. All rubbish, waste and garbage shall be kept in a sanitary containers and hauled away and disposed of. All incinerators or other equipment for the storage or disposal or burning of such materials shall be kept in a clean, fireproof and sanitary condition.

14. Sewage. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Kittitas County and the Architectural Planning Committee. Approval of such system as installed shall be obtained from such authority. No outhouses shall be permitted.

15. Slash. Owners shall be responsible for compliance with State, County and Federal requirements pertaining to fire permits and slash responsibility and disposal.

16. 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 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 has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement. Enforcement power resides in the Pineloch Sun Beach Club, Inc., and 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.

18. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Waiver. The Restrictive Covenants contained herein may be waived or changed by the Architectural Planning Committee, when land contours or other circumstances would cause an undue hardship. The Architectural Planning Committee shall be the sole judge of the necessity for waiving or Changing the Restrictive Covenants.

20. Membership. The owner of each lot of the said property shall be a member of Pineloch Sun Beach 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 number of owners thereof.