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REC: 33 PAGE 1113

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the Board of Directors of the Sun Ranch Owner's Association, acting pursuant to the powers granted it under the Articles of Incorporation, Bylaws as amended and the Declaration of Covenants, Conditions and Restrictions previously executed on the 23rd day of March, 1970, has determined that in order to further and promote the common interest and welfare of the members of the Sun Ranch Owner's Association, the Declaration of Covenants, Conditions and Restrictions mentioned above should be amended, modified and revised,

NOW, THEREFORE, the Board of Directors of Sun Ranch Owner's Association hereby declares that the Declaration of Covenants, Conditions and Restrictions mentioned above shall be and the same hereby are amended, modified and revised as follows:

Article II(c) is hereby modified and revised to state "A mobile house trailer or camper, or other temporary shelter may be used as a temporary residence."

Article II(e) and (g) are hereby deleted from the Declaration of Covenants, Conditions and Restrictions.

Article II(f) is hereby revised and modified to state "All building plans, specifications and plot plans shall be reviewed in advance of any construction and approved by the Okanogan County Health Department and Okanogan County Building Department."

Article IV(f) is revised and modified to state "Restrictions on Signs: No signs or advertising devices of any nature shall be erected or maintained on any lot within the Subdivision or the Unit except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent."

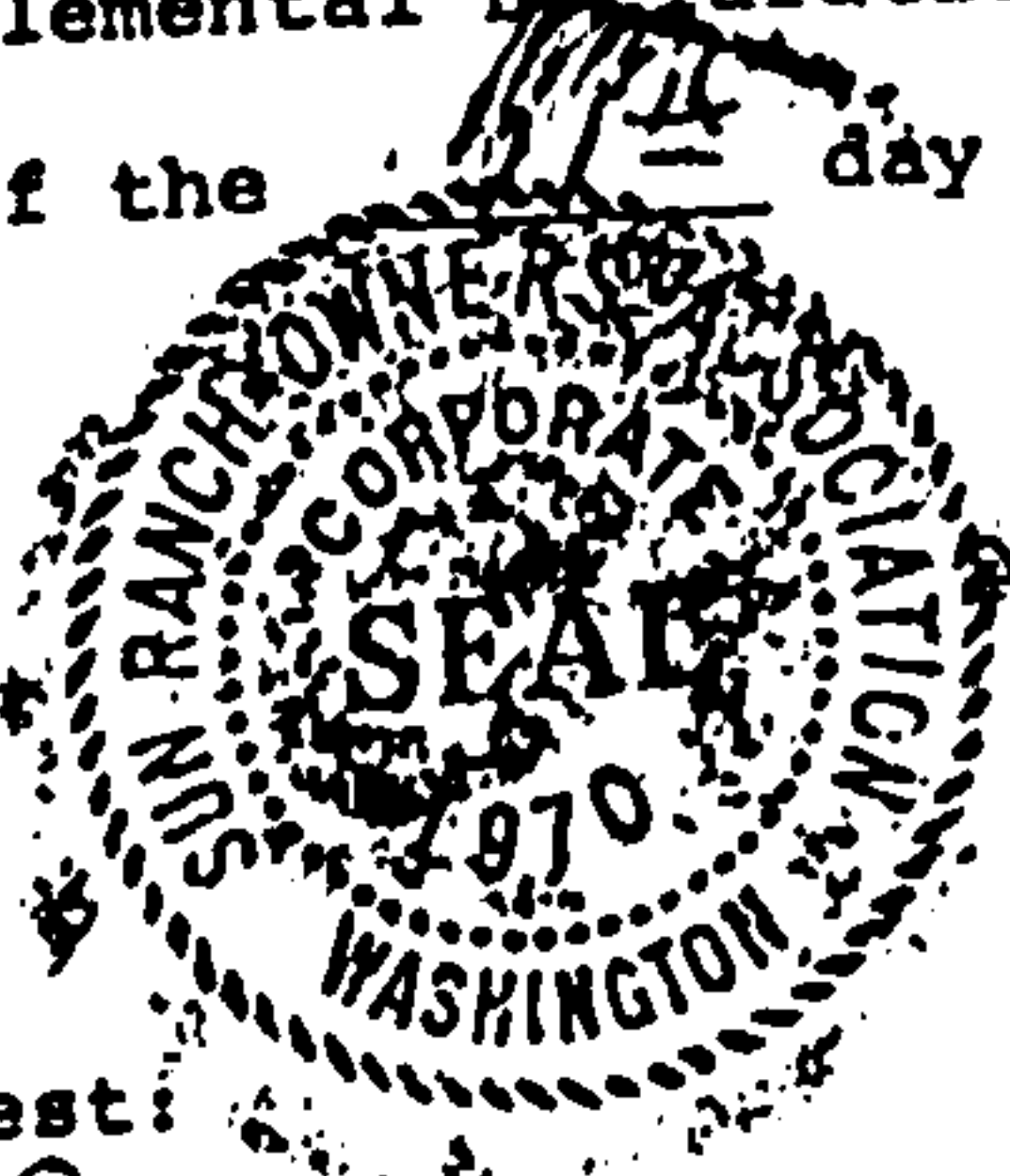
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Article V(a), (b) are hereby deleted.

Article VI(a), (b) and (c) are hereby deleted.

In witness whereof, the undersigned has executed the within Supplemental Declaration of Covenants, Conditions and Restrictions as of the 11th day of August 1980.



SUN RANCH OWNER'S ASSOCIATION
By:

John E. Bach
President

Robert M. Spring
FILED FOR RECORD

'80 OCT 27 AM 11 50

Attest:
Lois H. Ehler
Secretary

REEL 33 PAGE 1113
OKANOGAN COUNTY AUDITOR
OKANOGAN, WASH.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 11th day of August, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Bach, to me known to be the President, and Lois H. Ehler, to me known to be the Secretary of the corporation that executed the foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first written above.

Robert M. Spring
Notary Public in and for the State of Washington, residing in Edmonds



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Page: 1 of 1
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Okanogan Co, WA

Sun Ranch Owners' Association
P.O. Box 1636
Tonasket, WA 98855

February 10, 2002

By-Laws Ammendment of COVENANTS of Sun Ranch Lots 1 to 195 inclusive
CAPE LAKE RANCH

To: Article VIII, Section 2. Amount

MAP in VOL H of PLATS
SECTION 1, Pgs 1 to 6

Ammended as follows:

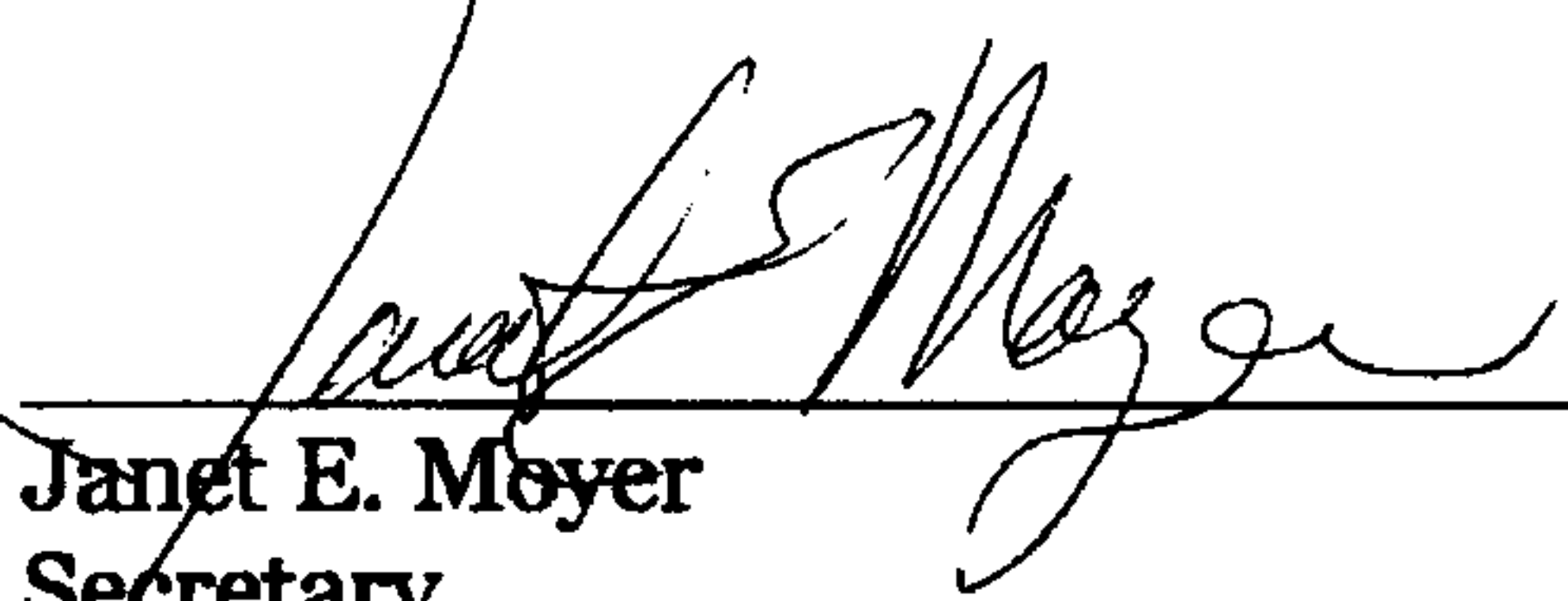
AND LOTS 298 to 464 inclusive

The Annual Assesment to be levied shall not be less than \$50.00 nor
more than \$100.00 per lot.

PLAT of LYMAN LAKE RANCH
MAP in VOL H of PLATS,
SECTION 1, Pgs 17 to 24

AUDITORS FILE # 572520

AND 576689



Janet E. Moyer
Secretary,
Sun Ranch Owners' Association

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

WHEREAS, LIVING ENVIRONMENTS OF WASHINGTON, INC., a Washington corporation, hereinafter called "Declarant", is the owner of the following described property:

Lots 1 to 195 inclusive, of the Plat of Cape Labelle Ranches of Sun Ranch, according to the Map recorded in Volume ~~1242~~ at pages 1-6 to Sec #1 inclusive, Okanogan County Records, which Plat shall hereinafter be referred to as the "Unit";

and

WHEREAS, It is the desire and intention of the Declarant to sell the Unit and to impose on it mutual beneficial restrictions under a general plan or scheme of improvement for the benefit of all the units or lands in the Unit and the Sun Ranch subdivision and the future owners of those lands; and

WHEREAS, It is the desire and intention of Declarant to establish and maintain as a general plan for all property including the Unit, now or hereafter subject to this Declaration a scenic and pastoral recreational-residential area of the highest quality and value; a recreational-residential area where property values, desirability and attractiveness will be enhanced and protected; a recreational-residential area where natural beauty and view will combine with real property improvements to provide a private and a pleasant living environment for persons acquiring title to such property,

NOW, THEREFORE, the Declarant hereby declares that all of the property described above is held, and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, conditions, and covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement, and sale of the Unit which will be one of several units in the subdivided land area generally known as Sun Ranch, (hereinafter referred to as the "Subdivision"), which have been or will be developed from adjoining lands owned by Declarant and annexed to the subdivision as detailed herein. Declarant does hereby establish these limitations, restrictions, conditions, and covenants for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision, and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Subdivision real property, or any part thereof.

I. Land Classifications and Definitions:

(a) Lot: As used herein, a lot shall be any lot or tract described in the above referenced recorded plat of the Unit which is not otherwise identified on the recorded plat as a common area or by some other specific land classification designation.

(b) Common Area: As used herein, a Common Area shall be any area described in the above referenced recorded plat of the Unit as a common area.

(c) Any other parcel in the Unit identified by some other specific land classification may be changed to one of the land use classifications set forth herein, i.e., Lot or Common Area by Declarant by Supplemental Declaration recorded prior to conveyance of such parcel by Declarant.

II. Lot Covenants:

Lots within the Unit shall be used exclusively for recreational-residential living purposes, including maintenance of horses and other livestock and fruit and other agricultural crops, and such other purposes as are customarily incident thereto. However, unless otherwise specified on a recorded plat or in a supplemental declaration covering a lot within the Unit:

(a) Lots shall only be permanently improved with a dwelling or residence structure or complex, together with such other improvements and structures as are necessary or customarily incident to the lot purposes set forth above, including without limitation stable, corral, barn and other similar structures. A permanent dwelling or residence structure or complex shall provide a minimum living floor area of 500 square feet, exclusive of garages, porches, patio and accessory structures. *Cum 67L*

(b) All above-ground improvements, except landscaping and necessary crossings by access drives, bridges or paths, shall be set back at least 20 feet in distance from the boundaries of the lot established by setback lines shown on the recorded plat of the Unit.

(c) A mobile house trailer or camper, or other temporary shelter may be used as a temporary residence, subject to approval from time to time by the Cattleman's Board defined in Paragraph VI hereof and hereinafter referred to as the "Board".

(d) Pedestrian and equestrian ways shall be reserved where shown on the recorded plat of the Unit and shall be subject to the use of pedestrians, animals, and vehicles of all kinds, so as to provide reasonable access to and from streets and roads so as to serve the subject lot and all other lots in the Subdivision and the Unit.

(e) Lots shall be and remain of the size and dimension shown on the recorded Survey or Plat Map of the Unit save and except where a change in lot size and dimension shall be approved by the Board.

(f) All building plans, specifications and plot plans shall be reviewed in advance of any construction and approved conditionally or otherwise by the Board in writing. Board requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements, it not being the intent of these restrictions to control the interior layout or design of said structures.

(g) For the period of time specified herein, the Board will be appointed by Declarant, and any party seeking approval therefrom may contact the Board through Declarant. At any time, Declarant may require and thereupon the Property Owners Association, as defined in Paragraph VII hereon and herein referred to as the "Association", shall assume the responsibility for appointment of the Board, provided that in any event, appointment of the Board shall be the sole and exclusive responsibility of the Association when a period of sixty calendar months shall have elapsed from the date of Declarant's recording a plat or survey map for any unit or division to be included in the Subdivision.

III. Common Area Covenants:

Common Areas shall be owned, developed and maintained by Declarant in accordance with Declarant's best judgment and sole discretion as scenic or natural open park areas for the use and enjoyment of all lot owners in the Subdivision and the Unit. Portions of the Common Areas may be developed by Declarant (but Declarant shall have no obligation to do so) for recreation and leisure-time activities and portions thereof may be developed as may be reasonably necessary, including ponding of water and clearing of timber for installation of utilities, creation of water recreation facilities or open park areas or to improve access to or from the Common Areas or to enhance the use and enjoyment of or to protect, support or preserve the Subdivision and the Unit, all in Declarant's sole discretion. Declarant shall have the right to develop any Common Area as provided above while it owns the same. All Common Areas shown on the record plat map of the Unit shall be conveyed by Declarant to the Association within five years following date of recordation of this Declaration. Common Areas upon conveyance to the Association shall be maintained by the Association and shall be held by the Association for the exclusive use of owners of property, their invitees and guests, and upon conveyance thereof to the Association, the Association may from time to time prescribe rules and regulations governing use of the Common Areas and may, if some owners of the property wish to use and develop a portion of Common Areas for recreation facilities and are willing to pay the cost of developing and maintaining the same, permit such development on such terms and conditions as may be deemed advisable to the Association.

IV. General Covenants:

(a) No Business or Commercial Activity: Unless specifically permitted in a Supplemental Declaration, no property within the Subdivision and/or the Unit shall be used by a lot owner at any time for business or commercial activity unless Declarant consents in writing to such use. Declarant or its nominee may use any of the property within the Subdivision for commercial activity. The rental of property by a lot owner for residential living purposes, the raising of cattle or horses or agricultural crops by a lot owner, shall not be considered a business or commercial activity.

(b) Occupancy Limitations: No dwelling or residence on any lot or other property area created under any Supplemental Declaration shall be used for living purposes by more persons than it was designed to accommodate in a sanitary, safe and comfortable manner.

(c) Maintenance of Property: All property within the Unit and Subdivision, including Common Areas, and all improvements on any such property shall be kept and maintained by the owner thereof in clean, safe, attractive and sightly condition and in good repair. Common Areas shall be maintained by the Association notwithstanding the fact that the Common Areas may not have been conveyed to the Association by Declarant.

(d) No Noxious, Unsightly or Offensive Activity: No noxious, unsightly or offensive activity shall be carried on upon any lot within the Subdivision or the Unit nor shall anything be done or placed on any property which is or may be unsightly or become a nuisance or cause embarrassment, disturbance or annoyance to others.

(e) No Hazardous Activities: No activities shall be conducted on any lot within the Subdivision or the Unit and no improvements constructed on any such property which are or might be unsafe or hazardous to any person or property.

(f) Restriction on Signs: No signs or advertising devices of any nature shall be erected or maintained on any lot within the Subdivision or the Unit except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent, unless the prior written approval of the Board shall be obtained and which approval shall be given only if such signs shall be of attractive design in keeping with the scenic and rustic nature of the Subdivision and shall be placed or located as directed or approved by the Board.

(g) Other Restrictions for Additional Areas: Declarant, by any Supplemental Declaration may impose other restrictions or alter these restrictions as to the property within the Subdivision or the Unit or property to be added to the Subdivision thereafter.

(h) Lakes and Streams: No lot or lot owner shall have any title to the water in lakes or streams located in the Unit and/or the Subdivision and title thereto shall be in the Association. Each lot shall be entitled to reasonable use of the water within the Subdivision upon such reasonable terms and conditions as shall be required by the Association, with personal domestic use of lot owners having priority over other uses. No lot or lot owner shall have or acquire any title or interest in the beds of any lakes or streams located in the Subdivision and no lot or lot owner shall have any riparian or littoral rights. None of the foregoing restrictions shall apply to Declarant until such time as all Common Areas shown on the plat map of the Unit have been conveyed by Declarant to the Association.

V. Required Approval of All Changes to Property Within the Unit or Subdivision:

(a) Approval of All Changes to Property Required: No material changes in the existing state of any property within the Unit or Subdivision shall be made or permitted, except by Declarant, without the prior written approval of the Board. Material changes in the existing state of such property shall include, without limitation, the construction of any building, structure or other improvement, including utility facilities; the excavation, filling or similar disturbance of the surface of land, including, without limitation, change of grade, stream bed, ground level or drainage pattern, and the clearing or planting of trees, shrubs or other growing things.

(b) Board Criteria for Approval: The Board shall have complete discretion to approve or disapprove any change in the existing state of property within the Subdivision or the Unit but shall exercise such discretion with the following objective in mind: To carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the area and will serve to preserve and enhance existing features of natural beauty.

VI. Cattleman's Board:

(a) The Cattleman's Board (hereinafter and hereinafter referred to as the "Board"), shall consist of three (3) members. At least one member shall be a licensed architect or landscape architect who shall be designated specifically as the Architect Member. There may be designated one or more alternate members for each regular member of the Board who shall be authorized to act in the place and stead of the member for whom they are an

alternate in the event of his absence or inability to act. Members and alternate members of the Board shall be appointed by and shall serve at the pleasure of Declarant, provided that, at any time, Declarant may assign the right to appoint and remove one or more members and alternate members of the Board to the Association.

(b) Action by the Board: The vote or written consent of any two members shall constitute action of the Board, provided, however, that approval of plans, drawings and specifications by the Board shall require the vote or written consent of the Architect Member and at least one other member. The Board shall report in writing all approvals and disapprovals of changes in the existing state of property to the Association and shall keep a permanent record of all such reported action.

(c) Limitation on Liability of the Board: Neither the Board nor any member thereof shall be liable to any party for any action or for any failure to act under or pursuant to the provisions of this Declaration, provided only that the Board or any such member shall have proceeded hereunder in good faith and without malice.

VII. Owners' Association:

(a) The Sun Ranch Owners' Association (hereinafter and hereinafter referred to as the "Association"), has been incorporated in the State of Washington as a non-profit corporation. The purposes and powers of the Association and the rights and obligations inherent in membership are set forth in its Articles of Incorporation and the provisions of this Declaration with respect thereto are for general descriptive purposes only. The Association is and shall be obligated to accept title to and maintain Common Areas and any improvements thereon and any streets, drainage, sewage or other such utility facilities conveyed by Declarant to the Association and to assume the functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions and obligations under any Supplemental Declaration with respect to property now or hereafter subject to this Declaration.

(b) Association Purposes: The general purpose of the Association is to further and promote the community welfare of property owners of the Unit and the Subdivision. The Association is to be responsible for the operation, maintenance, repair and upkeep of Common Areas and community facilities within the Unit and the Subdivision and on the appurtenant drainage, slope, and other utility easements reserved by Declarant. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of and use and enjoyment of such streets and parks and such other properties within the Unit and the Subdivision as it may from time to time own.

(c) Association Membership: Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Unit shall automatically become a member of the Association, provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. Declarant's membership (by reason of its ownership of unsold lots) need not be evidenced by certificates of membership as provided in the Association's By-Laws. Each membership is and shall always be appurtenant to the title of a particular lot and is entitled to one vote in matters submitted to a vote of the membership of the Association.

(d) Association Expenses and Power to Assess:

