



RETURN ADDRESS

2000 1041499 Clallam County

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RE: *Plot*

Please print clearly or type information

Document Title(s)

Amendment to the Restorative Covenant of The Industrial
Park Plat Of Sunshine Acres

Reference Numbers(s) of related documents

444418 571215 754791 Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Helen S. Dent _____
F. D. Warren _____

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Additional grantees on page _____

Legal Description (abbreviated form; see last block plus or section, township, range, quarter/quarter)
Lots 4-6, Block K; Lots 1-6, Block L, Lots 1-1, Block M,
Sunshine Acres Industrial Park, Volume 8, Page 15 of Plat, Records
of Clallam County, located section 15, and 16, Township 30 North,
Range 2 West W.M. Additional legal description _____

Assessor's Property Tax Parcel/Account Number

The Assessor's Office will rely on the information provided on this form. The staff will not read the documents to verify the accuracy or completeness of the indexing information provided herein.

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Amendment To The Protective Covenants
Of The Industrial Park Plat Of Sunshine Acres

WHEREAS The Industrial Park Plat of Sunshine Acres (herein Industrial Park Plat) contains Protective Covenants, and,

WHEREAS Industrial Park Plat shall contain the following Protective Covenants for the following property that is legally described as follows

Lots 4-6, Block K, Lots 1-6, Block L, Lots 1-3, Block M - Sunshine Acres Industrial Park, Volume 8, Page 36 of Plats, Records of Clallam County. The subject property is located in a portion of Section 15, and 16, Township 39 North, Range 2 West W.M. and,

WHEREAS The above-described property within Industrial Park Plat shall contain the Protective Covenants herein mentioned in this amendment which shall hereby be declared as binding as though the original restrictive covenants had never been made and,

WHEREAS The above-described property shall be subject to Protective Covenants which are changed in whole or in part at anytime upon the express concurrence of the owners of sixty-five percent (65%) of all lots in the Industrial Park Plat and,

WHEREAS The following additions to the covenants have been submitted to each owner of record in Sunshine Acres

BUILDING RESTRICTIONS AND LIMITATIONS The above-described property shall be designated as a "Residence Lot", and shall be used for single family residential purposes only

No building or structure shall be erected, constructed, maintained, or permitted on the above-described premises, except as defined and allowed in this declaration

No building or structure shall be erected, altered or placed on said premises which shall serve as other than a single family dwelling unit. EXCEPTING ONLY that quarters for servants for the single family in ownership or occupancy may be included within such structures, or the structure is a garage, plane hangar, garden house and service building

All buildings and improvements shall be constructed in compliance with pertinent

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zoning and building codes of the County of Clallam, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or other accessory building or part thereof (exclusive of fences or similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the governmental entity having control requires, or as indicated under the covenants, conditions and restrictions of the properties stated herein, whichever is more restrictive.

No structure shall be erected, altered or placed unless it shall be of sound, conventional double wall or masonry construction, or equal, excepting only the garage, plane hangar, garden house and service building. All buildings erected, altered or placed on the premises shall be of current accepted standards of workmanship and materials pertaining to first-class residential construction as required by the current Uniform Building Code adopted by Clallam County.

Construction of all buildings and structures shall be done in a diligent, efficient and continuous manner from the commencement of construction such that exteriors of such buildings and structures are completed and painted or otherwise suitably completed within a twelve (12) month time period commencing at the start of construction.

No permanent single family dwelling shall be erected, placed or altered on the premises unless it shall contain an enclosed floor area of not less than one thousand five hundred (1,500) square feet. The minimum floor area hereinabove provided shall be exclusive of garage, plane hangar, open entries, porches, patios and outbuildings.

No such permanent single family dwelling shall be erected, placed or altered which shall not have a value equal to fifty-five dollars and no/100 (\$55.00) per square foot of floor space therein contained. The minimum value per square foot hereinabove provided shall be exclusive of garages, a plane hangar, outbuildings, open entries, porches and patios.

No temporary building, structure or trailer of any kind shall be erected or maintained on premises, except during the twelve (12) month erection period to build the permanent single family dwelling unit. No building or structure shall be placed or erected on said premises which is comprised in whole or in part of a house trailer or mobile home.

All gas and oil tanks, or tanks of any description, shall be completely buried below the surface of the grade of the premises, except propane tanks or other tanks required by state, county or local law to be placed above ground. No fence, hedge or barrier shall

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be erected which shall exceed four (4) feet in height

All septic tanks and sewage disposal systems shall be constructed and maintained in a manner consistent with the standards set by the local and state authorities

UTILITY LINES All water lines, telephone lines, electrical power lines, gas lines, utility lines of any kind including lines for cable services shall be installed and maintained underground, EXCEPT ONLY transformers, hydrants and other service points and connecting terminals may be installed at ground level where such installation is necessary and convenient to the utility operator or user

HEIGHT LIMITS No building or structure shall be more than twenty-six (26) feet in height, measured from the highest natural grade on the property that supports a primary foundation wall or pier for a primary wall

SET-BACK LIMITS No building shall be erected or maintained on any lot in such manner that any part thereof shall be nearer than thirty (30) feet from any front line nor nearer than fifteen (15) feet from any side or back lot line, unless boundary line is an airstrip, then no nearer than one hundred (100) feet from the airstrip. It is further provided that any lot line adjacent to a road shall be deemed a front line of the lot. In the event that an area in excess of one lot shall be held and owned by a single owner the lot line for the purposes of this paragraph shall be the boundary lines of the property thus held, PROVIDED that subsequent sales of property in said area shall not operate to permit the existence of any building nearer to the boundary line than otherwise herein permitted

SANITATION All garbage containers shall be of the type and kind accepted and approved by the local waste disposal entity, and no garbage shall be stored in any container, except in such accepted and approved containers

No building, structure or trailer shall be occupied for dwelling purposes unless and until said building, structure or trailer shall be connected to a water supply and a septic tank or sewage disposal system approved by the local utility and solid waste authority

NOXIOUS USE OF PROPERTY No noxious, illegal or offensive use of land shall be carried on or permitted upon the premises nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood

SIGNS AND BILLBOARDS No signs or billboards of any description, except public notice required by law or signs protected by federal, state or local law, shall be

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erected or displayed upon the premises except usual and ordinary name and address signs and one (1) "For Sale" sign of not more than two (2) square feet in area and located not less than twenty-five (25) feet from any street.

LIMITATION ON NUMBER OF DWELLINGS Not more than one (1) single family unit shall be constructed upon any lot on the premises and no lot thereon shall be divided in such a manner that a tract of land consisting of less than fifteen thousand (15,000) square feet shall be used or utilized for the construction of more than one (1) single family residential unit as hereinabove provided. In no event shall a variance from the setback provisions hereinabove set forth be permitted.

ARCHITECTURAL COMMITTEE APPROVAL No building or structure of any kind, including trailers temporarily in use, shall be erected, placed or altered on the premises unless and until written approval of a majority of the Architectural Committee hereinafter provided shall be endorsed on the plans of such building, structure or trailer. The Architectural Committee hereinabove mentioned shall consist of three (3) members, one of whom shall be designated by the owner of the premises, and two whom shall be designated by a majority of the lot owners in said plat. It shall be the duty of said Committee to act in the best interests of the several lot owners of the Industrial Park Plat of Sunshine Acres and of Sunshine Acres, Inc.; the Committee shall have the authority to approve or disapprove of such plans, having regard for the protection of property values within the plat, structural integrity of the building, the aesthetics of the proposed structure and its conformity to the other protective covenants contained herein. Nothing provided in this covenant shall in any way serve to permit a waiver or violation of any other covenant or covenants herein contained.

ANIMALS No hogs, cattle, horses, sheep, goats, poultry or similar livestock shall be permitted or maintained on said premises at any time. Household pets shall be permitted so long as they are confined to the property of the owner of said pets.

VIOLATION If the parties hereto or any of them, their heirs, assigns or successors in interest, shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any other person or persons owning any real property situated in said plat, or having a vendee's interest under a real estate contract to purchase any real property situated in said plat, to prosecute a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him/her or them from so doing or to recover damages arising from such violations.

BINDING ARBITRATION Should any dispute arise relating to these covenants or the interpretation or enforcement of these covenants, the dispute shall be resolved

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through binding arbitration conducted in accordance with R.C.W. 7.04. The non-prevailing party shall pay all costs and fees, including reasonable attorney fees and costs. The parties to the dispute may stipulate to a single arbitrator, in which case the costs shall be divided and each party shall bear their own fees regardless of which party prevails.

INVALIDATION Invalidation of any of these covenants by a judgment of any court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

SUNSHINE ACRES MEMBERSHIP All property owners shall acknowledge Sunshine Acres Property Owners Association, a non-profit corporation organized October 28, 1980, as a legal entity and authority in charge of enforcement of these protective covenants, and shall abide by the conditions of membership as specified in its Articles of Incorporation.

IN WITNESS WHEREOF, said SUNSHINE ACRES, INC. A Washington corporation, by act of its duly elected and acting President, and Secretary/Treasurer has executed the foregoing declaration this 26 day of December, 1999.

SUNSHINE ACRES, INC.

By George F. Warren, Jr.
George F. Warren, Jr., President

Helen S. Dent
Helen S. Dent, Secretary/Treasurer

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