

CHANGES MADE TO 1997 COVENANT AMENDMENT WITH 1999 COVENANT AMENDMENT

SUNSHINE ACRES INDUSTRIAL PARK .
CLALLAM COUNTY, WASHINGTON

TO: Property Owners Of Sunshine Acres Industrial Park
From: Helen Dent

Described below are the proposed amended covenants for Lots 4-6, Block K; Lots 1-6, Block L; Lots 1-3, Block M. (Map provided showing affected lots.) These lots have already been designated residential-urban by the Clallam County Board of Commissioners. The following restrictive covenants will only conform the current covenants with the new zoning designation. Please carefully read the proposed amended covenants. If you agree and approve of the amended covenants please sign, date, provide the property lots you own within Sunshine Acres Industrial Park Subdivision Plat and return this petition to the address above. If you disagree please return the petition with any comments you think appropriate.

I would like to thank you again for all your cooperation and participation in this process.

Amendment To The Protective Covenants
Of The Industrial Park Plat Of Sunshine Acres.
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WHEREAS: The Industrial Park Plat of Sunshine Acres 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 30 North, Range 2 West W.M. and;

WHEREAS: The above-described property within Industrial Park Plat shall contained 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 addition to the covenants have been submitted to each owner of record of each lot in Industrial Park Plat:

"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 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, ~~or as shown on the recorded plat of the subdivision,~~ whichever is more restrictive. ~~requires, or as indicated under the covenants, conditions and restrictions of the properties stated herein,~~

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 ~~two hundred (1,200)~~ ^{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 entry, porches and patios.

twelve (12) month erection period to build

No temporary building, structure or trailer of any kind shall be erected or maintained on premises, except during the ~~erection of~~ 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, ~~unless approved by the Architectural Committee.~~

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 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 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 fifteen (15) 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 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. ~~It is provided, however, that SUNSHINE ACRES, INC., or its successors, agents and assigns may erect and display signs without restriction on said premises during the period of sale of the premises.~~

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 therein shall be divided in such a manner that a tract of land consisting of less than ~~ten~~^{fifteen} thousand (15,000) (10,000) 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; ~~one of whom shall be designated by SUNSHINE ACRES, INC., or its successors, and~~ ^{two} ~~one~~ 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 lawfully 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

BINDING ARBITRATION; Should any dispute arise relating to these covenants or the interpretation or enforcement of these covenants, the dispute shall be resolved through binding arbitration 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.

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.

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.

, 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.

acknowledge

SUNSHINE ACRES MEMBERSHIP: All property owners shall ~~be members of the~~ Sunshine Acres Property Owners Association, a non-profit corporation, organized ~~October 26, 1988.~~ All Property owners shall maintain current membership therein and hereby agree that Sunshine Acres Property Owners Association shall be the sole representative in all community matters.

PLEASE SIGN AND PROVIDE THE REQUESTED INFORMATION ON THE LINES BELOW IF YOU APPROVE, CONCUR AND AGREE WITH THE ABOVE AMENDMENTS TO SUNSHINE ACRES INDUSTRIAL PARK SUBDIVISION PLAT'S COVENANTS.

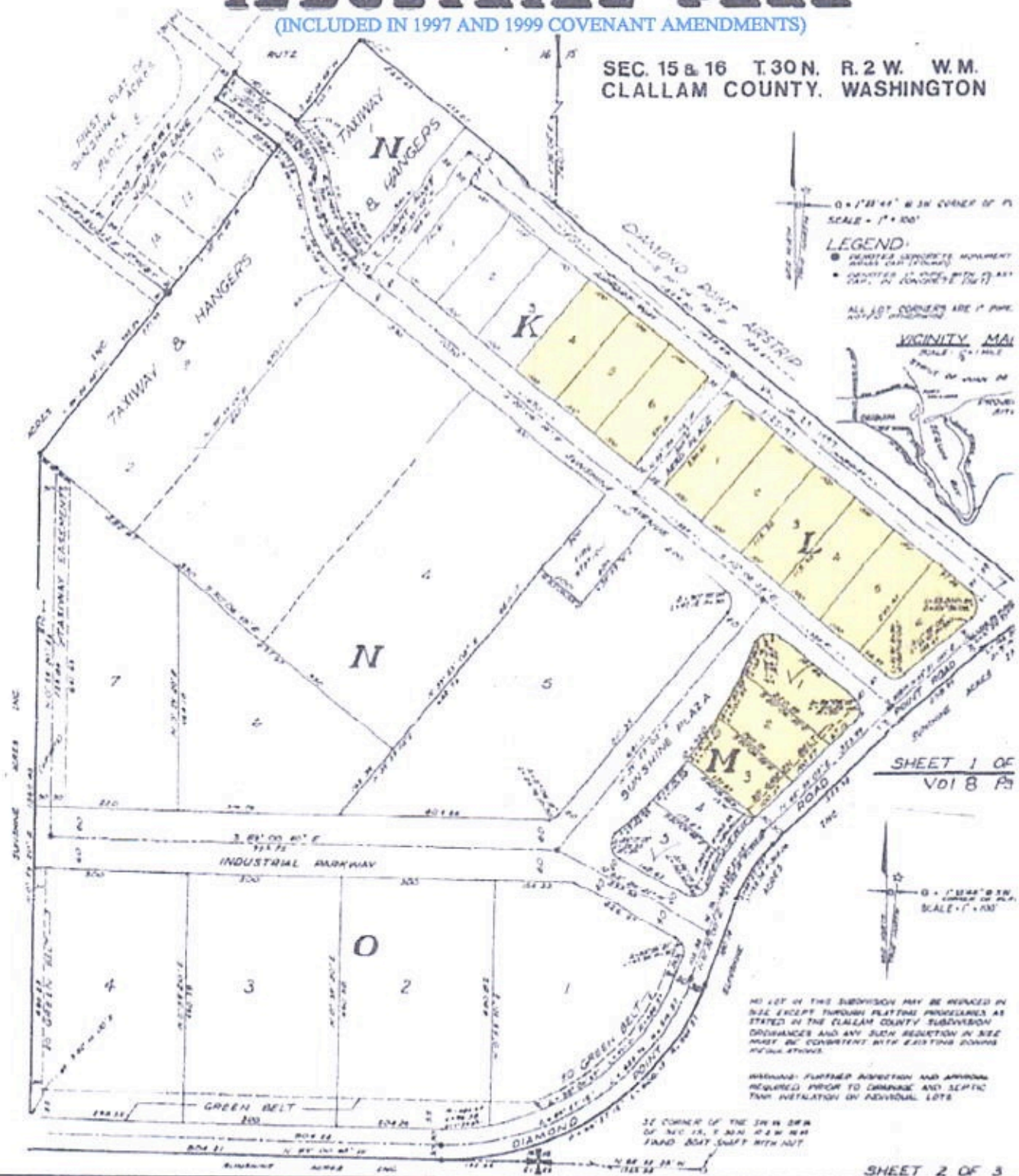
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SUNSHINE ACRES INDUSTRIAL PARK

(INCLUDED IN 1997 AND 1999 COVENANT AMENDMENTS)

SEC. 15 & 16 T.30N. R.2 W. W.M.
CLALLAM COUNTY, WASHINGTON



0 + 1'28.41" W 34 CORNER OF PL
SCALE = 1" = 100'

LEGEND:
 ● SURVEYED MONUMENT
 ○ MONUMENT 1" DIA. 8" H. 1/2" CAP. IN CONCRETE (SEE P. 1)

ALL LOT CORNERS ARE 1" PINE
NIPPON PILING

VICINITY MAP
SCALE = 1" = 1 MILE



SHEET 1 OF
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0 + 1'28.41" W 34 CORNER OF PL
SCALE = 1" = 100'

NO LOT IN THIS SUBDIVISION MAY BE REDUCED IN SIZE EXCEPT THROUGH PLATTING PROCEDURES AS STATED IN THE CLALLAM COUNTY SUBDIVISION ORDINANCES AND ANY SUCH REDUCTION IN SIZE MUST BE CONSISTENT WITH EXISTING ZONING REGULATIONS.

REQUIRE: FURTHER SURVECTION AND APPROVAL REQUIRED PRIOR TO CONSTRUCTION AND SEPTIC TANK INSTALLATION ON INDIVIDUAL LOTS

SE CORNER OF THE SW 1/4 CORNER OF SEC. 15, T.30N. R.2 W. W.M. FOUND 20" DIA. SHANK WITH NUT

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