

**SUNSET SANDS COVENANTS AND AMENDMENTS
SUNSET SANDS COMMUNITY ASSOCIATION (SSCA)
PROTECTIVE COVENANTS GOVERNING SUNSET SANDS DIV. I, II & III**

**These Covenants and By-Laws supersede all previous
Covenants and By-Laws as amended and published previously.**

I. RECITALS

- A. ~~Sunset Sands~~ **SSCA** is designed to be a community with permanent parks, open spaces and other common facilities to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.
- B. ~~Sunset Sands Community Association~~ **SSCA** organized as a non-profit corporation under the laws of the State of Washington to acquire, hold and maintain in accordance with its by-laws as from time to time amended, the common areas in said community and, through its Director of Development and other proper officers, to interpret and enforce the protective restrictions and covenants hereby established.

II. GENERAL PROVISIONS

- C. All land in ~~Sunset Sands~~ **SSCA** except common areas shall be acquired, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots and their respective owners, purchasers, and other lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.
- D. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in ~~Sunset Sands~~ **SSCA**, including ~~the Association~~ **SSCA**, against any person who shall violate or attempt or threaten to violate them.
- E. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants Governing ~~Sunset Sands~~ **SSCA**", and fee number of the Auditor of Pacific County under which they are recorded.

III. WATER WELLS

Individual water wells will be allowed for non-potable water to be used for irrigation purposes when the total property in contiguous lots allows the placement of such a well at least 100 feet from the septic system.

IV. SIGNS AND DEVELOPMENT ACTIVITIES

- A. No sign of any kind shall be displayed to the public view in ~~Sunset Sands~~ **SSCA** except the following:
- B. One sign for each residential lot, of not more than two square feet, identifying occupants.
- C. One sign of not more than five square feet advertising a residential lot for sale or rent;
- D. Signs advertising garage or yard sales are permitted from the first day of such sale until the sale closes.

V. ANIMALS

- A. No domestic animal, reptile or fowl of any kind shall be kept, quartered or maintained in ~~Sunset Sands~~ **SSCA** at any time except that dogs, cats or other common household pets may be kept on a noncommercial scale.
- B. Notwithstanding the foregoing, no animal of any kind may be kept or quartered in ~~Sunset Sands~~ **SSCA** if its presence produces a common-law private nuisance.
- C. No owner or custodian of any dog may cause, permit or allow such dog to roam, run, stray or be away from the premises of such owner or custodian and to be on any public place, or on any public property, or the private property of another, unless such dog while away from such premises is controlled by a leash or chain, such control to be exercised by such owner or custodian or other competent and authorized person; and any dog found roaming, running, straying or being away from such premises and not on leash as herein provided may be taken to the animal shelter or turned over to sheriff of Pacific County who may destroy said dog.
- D. **SSCA has provided a dog off-leash area for its members in good standing located over the bridge on the west side of the community park. Rules for use are on the SSCA website under Forms & Links and a copy at the Park Gate Entrance. Clean up after your dog, or lose the privilege and/or loss of your gate key with possible additional violations and fines under Pacific County Codes 6.04.010 and 6.04.020.**

VI. REFUSE, RUINS AND REMAINS

- A. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of or permitted to remain on any land in ~~Sunset Sands~~ **SSCA**, vacant or otherwise ~~except that household garbage may be disposed of at the site that may be provided in the Park for as long as the Board of Directors shall authorize this site.~~
- B. Members are encouraged to recycle all items that can be recycled. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal there from of all trash, garbage, ashes, refuse, ruins and other remains. All trash, garbage, ashes and other refuse shall be kept in containers, which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view except when such containers are taken to the street for service from Peninsula Sanitation or any successor. **All containers may not be left at the street for more than 24 hours.**
- C. No sewage disposal system of any kind shall be permitted in ~~Sunset Sands~~ **SSCA** unless it is designed, located, constructed and maintained in accordance with the requirements and standards of the Pacific County Health Department. The use of privies or other pit toilets is prohibited. A minimum cleared area of 1000 sq. ft. will be required for each drain-field installation. Any lot with RV trailers will have either an acceptable sewage system or trailers that are self-contained so that sewage may be dumped at an appropriate disposal site. ~~or the campers are required to use the restroom facilities at the Park.~~

VII. SUNSET SANDS COMMUNITY ASSOCIATION

- A. Every conveyance or other transfer of land in ~~Sunset Sands~~ **SSCA** or interests therein shall be subject to the articles of incorporation and by-laws of ~~the Association~~ **SSCA** as from time to time amended. Every grantee or purchases of an interest in land in ~~Sunset Sands~~ **SSCA** agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said articles and by-laws; faithfully to perform all obligations thereby imposed upon him; and in particular, to pay such general assessments as ~~the Association~~ **SSCA** may levy from time to time in accordance with said by-laws and for the purpose therein specified.

- B. If any person in control or possession of any lot breaches or fails to perform any of these covenants, ~~the Association~~ **SSCA** may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner or other person in control or possession by means of a special assessment.
- C. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorneys' fees, shall be a personal obligation of the assessee which ~~the Association~~ **SSCA** may enforce by court action. They shall also constitute a lien upon the assessee's interest in land in ~~Sunset Sands~~ **SSCA**. This lien shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of assessment.
- D. Tent camping is ~~permitted on private lots~~ **specifically prohibited on all vacant lots. Tent camping may be permitted when done in conjunction with an existing residential dwelling or temporary RV use** with the approval of the lot owner under the stipulations noted in Pacific County Ordinance 153, Land Use or any successor Pacific County Ordinance.

VIII. OWNERSHIP AND POSSESSION OF LOTS

No residential lot as shown on the plat shall be partitioned or otherwise subdivided, but rather the entirety of each lot shall at all times be owned by and in the possession of one owner or, if more than one owner, than as joint tenants or tenants in common of the entire lot.

IX. BUILDING AND LANDSCAPING RESTRICTIONS

- A. Except as noted otherwise herein, only single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on the residential lots in ~~Sunset Sands~~ **SSCA**.
- B. All lots shall have access to all community property and to all installed utilities. Access to platted roads through common areas shall be only across easements designated on the plat.
- C. Notwithstanding the above, all structures will comply with zoning, and construction shall conform to Pacific County regulations and to the specifications of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.
- D. Each single-family residence shall contain a minimum of 410 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. The provision for architectural control shall apply to manufactured homes as well as conventional buildings as set forth in the following paragraphs.
- E. Buildings on residential lots shall be simple, well-proportioned structures. Exterior trim shall be stained or painted to complement the finishes they adjoin. Roof covering shall be wood shake shingle, composition shingle or factory painted metal.
- F. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Director of Development of ~~the Association~~ **SSCA**. In considering the location, plans and specifications for any structure, the Committee shall take into account the following:
 - 1. Quality of workmanship and materials
 - 2. Harmony of external design and finish with the topography and with existing structures

3. The effect which the proposed structures or alterations will have on other building sites and views there from, it being the Director's duty to give the maximum protection to such view which may be reasonable under the circumstances. ~~and~~
 4. No barbed wire is permitted and no perimeter lot fencing is permitted except that:
 - i. Owners may fence their back and side yards provided that no fence exceed six (6) feet in height
 - ii. They may also have an attractive, decorative fence not to exceed four (4) feet in height in their front yards subject to the approval of the design and installation by a majority of the members of the Board of Directors ~~and~~
 5. All other factors which the Director may, in his or her sole discretion, deem to affect the desirability or suitability of the proposed structure or alteration.
- G. Subject to the prior approval of the Director of Development, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under Section 1 of the Article VIII, and if they are complementary to the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Director's consideration of location, plans and specifications.
- H. The Director of Development shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted for approval. Approval or disapproval of any matter submitted to the Director shall be made within sixty (60) days of submission to the Director or his or her duly appointed representative and shall be in writing. The Director shall mail a copy of its decision to the owners. In the event the Director or the duly appointed representative fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted, approval will be deemed to have been fully complied with. Any owner or purchaser aggrieved by the Director's action may appeal to the Board of Directors of the Association **SSCA**. Appeals shall be made in writing within ten (10) days of the Director's mailing of the decision, and shall set forth the part of the action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.
- I. Building Setbacks for Single family dwellings and residential accessory buildings:
1. Twenty (20) feet from the front property line.
 2. Ten (10) feet from the rear property line.
 3. Five (5) feet from the side property line.
 4. The side-yard on a corner lot shall be increased to ten (10) feet along the side street.
- J. The exterior of any buildings shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle.
- K. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the one-year construction period. Single wide manufactured homes may be placed only on Blocks 16 through 25 in Division I, on Blocks 23 through 27 in Division II and Blocks 4, 5, 6, 13, 14 and 15 in Division III providing that the provisions of the current Pacific County Land Use Ordinance are complied with by the lot owner.
- L. Easements for drainage, utilities, walkways and access roads are reserved as shown on the face of the plat. In addition, five-foot wide drainage and utility easements are reserved within and along the front and back property lines of all lots and five-foot wide drainage and utility easements are reserved within and along sidelines of all lots.
- M. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of waters therein.

X. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds, having a tendency to spread across property lines, shall be kept under control. No objects foreign to the Sunset Sands SSSCA environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

XI. ENFORCEMENT OF COVENANTS

Any violation of covenants appearing in Article III, IV, V, VI, VIII IX and X shall be considered to be a nuisance and the Association SSSCA or its duly appointed representative shall have the right upon fifteen (15) days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner or other person in control or possession. The Association SSSCA, its duly appointed representative, or any person owning land in Sunset Sands SSSCA may prosecute a civil action against any person or persons violation or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. The Association SSSCA or any person bringing such an action shall be entitled to recover from the violator any reasonable attorney's fees, court costs and other costs reasonable incurred and awarded by judgment of the court having jurisdiction, which costs shall constitute a lien upon the violator's land in Sunset Sands SSSCA or interest therein.

XII. DURATION OF PROTECTIVE COVENANTS

These protective covenants shall be binding upon all persons owning land in Sunset Sands SSSCA until September 1, 2015 2025 at which time these protective covenants shall be automatically extended and renewed for successive periods of ten years, unless by vote the persons owning a majority of the residential lots in Sunset Sands SSSCA agree to change the covenants in whole or in part.

XIII. SEVERABILITY

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect. Except that these Protective Covenants may be more restrictive than those restrictions imposed by any Pacific County Ordinance on Land Use, Pacific County Ordinances as they shall be updated and amended from time to time shall prevail.

These protective covenants shall be binding upon all persons owning land in Sunset Sands SSSCA until September 1, 2006 2016, at which time these protective covenants shall be automatically extended and renewed for successive periods of one year unless by vote of the persons owning a majority of the residential lots in Sunset Sands SSSCA a change in whole or in part of these covenants is made.

Dated: October 15, 2005 2015