

## **Pine Forest Owners Association Declaration of Covenants, Conditions, and Restrictions**

**WHEREAS, METHOW PROPERTIES, INC.**, a Washington corporation, hereinafter called "Declarant," is the owner of the following described property: Lots 1 through 188, inclusive, of the Plat of Sun Mountain Pine Forest No. 1, as recorded in Volume H, Section 2 of Plats at pages 21 to 23, inclusive, Okanogan County Records, which Plat shall hereinafter be referred to as the "Unit."

**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 of lands in the Unit and the Sun Mountain subdivisions 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 recreation-residential area where natural beauty and view will combine with real property improvements to provide a private and 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 Mountain Pine Forest Area No. 1 (herein after 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 those 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, and shall run for a period of fifteen (15) years. They will be automatically renewed unless changed or rescinded by a 60% majority of the lot owners canvassed on an individual basis.

### **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 AREAS:** 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 and residential living purposes, with appurtenant structures and a garage and one barn as further defined in Article IV (a) and below.

- a. Lots shall only be permanently improved with single family residential structures, together with such other improvements and structures as they are necessary or customarily incident to the lot purposes set forth above, including with limitation, stable, corral, barn, and other similar structures. The permanent dwelling or residence structure or complex shall provide a minimum living floor area of 720 square feet, excluding garage and accessory structures and shall have no more than two stories.
- b. All above-ground improvements, except landscaping and necessary crossings by access drives, bridges or paths, shall be set back at least thirty (30) feet in distance from the front and rear boundaries and twenty (20) feet in distance from the side boundaries of the lot established by setback lines as noted on the recorded plat of the Unit, and otherwise in accordance with applicable covenants and regulations.
- c. A recreational trailer or camper, or other similar temporary shelter may be used as a temporary residence subject to approval from time to time by the Architectural Committee defined in Paragraph VI hereof and hereinafter referred to as the "Committee." All residences must be completed within twelve (12) months and must be on a permit basis.
- d. Common areas and easements as shown shall be reserved for pedestrian and equestrian use only. This excludes the use of all motor powered vehicles except for ingress and egress to specified parcels as may be designated by the Declarant. Motor powered vehicles shall be restricted to private or public roadways and thoroughfares. Common areas and easements as shown shall also be reserved for domestic water, sanitary sewer and power and telephone lines.
- e. Owners, invitees, or licensees, granted non-exclusive easement for ingress and egress over and across the roads and trails which easement of ingress and egress shall be appurtenant to each lot.
- f. Declarant reserves for itself, its successors, or assigns and is hereby granted the right to grant such other rights of way and easements for the use of the roads and utilities and road easements or any part thereof for such purposes and uses, including access for utilities and fire districts and on such terms and conditions as Declarant deems advisable.
- g. Lots shall be and remain 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 Association Board as defined in Section VII below. No lot or tract shall be divided.
- h. All building plans, specifications, and plot plans shall be reviewed in advance of any construction and approved conditionally or otherwise by the Architectural Committee in writing. Committee requirements as to the approval of the architectural design shall apply only to the exterior appearance of said improvements with emphasis on exterior elevation and materials, it not being the intent of these restrictions to control the interior layout or design of said structures. The Architectural Committee shall further approve the workmanship and the materials harmonious with esthetic design with existing structures and location with respect to topography and finished grade elevation.
- i. For the period of time specified herein, the Architectural Committee will be appointed by Declarant, and any party seeking approval therefrom may contact the Committee through Declarant. At any time, Declarant may require and thereupon the Association shall assume the responsibility for appointment of the Committee, provided that in any event appointment of the Committee shall be the sole and exclusive responsibility of the Association when a period of Sixty (60) calendar months shall have elapsed from the date of Declarant's recording the plat map for the Unit.

### 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 Methow Mountain Owners' Association, a Washington nonprofit corporation to be formed by Declarant (hereafter referred to as the "Association") within five (5) years following the 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 within the Unit 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:** 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 temporary commercial activity for a maximum of nine (9) years from date of recordation. Each lot owner may maintain his normal household pets and a maximum of one (1) horse per 20,000 square feet. Cattle, swine, sheep, and goats are prohibited.
- 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, in compliance with Okanogan County requirements.
- 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 slightly condition and in good repair. Common Areas within the Unit 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. No lot may be used for open storage including rolling equipment. Clothes lines and storage areas are to be screened from view of roads and adjacent lots.
- 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. No firearms shall be used on the property. No hunting or target practice. No vehicles shall be parked or kept on the improved portions of road in plat. There shall be no open camp fires on any lot or tract or common area except by prior written approval by the Architectural Committee.

- f. **RESTRICTION ON SIGNS:** No signs or advertising devices of any nature shall be erected or maintained on any lot or common area within the Subdivision or the Unit except as necessary to identify the ownership of such property and its address, unless the prior written approval of the Committee 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 Committee. Declarant reserves the right to place signs for sale or lease.

- g. **UTILITIES:** All utilities shall be designed within the rules and regulations and constructed to the standards of the appropriate local and state regulatory agencies. This includes:

**Water:** Domestic water supply and distribution shall be operated at all times to provide acceptable potable water, in accordance with completion schedule set forth by Declarant.

**Sewage:** Sewage disposal facilities shall be operated in such a way to protect health of the public and shall not cause a nuisance of any type.

**Solid Refuse:** All garbage and other refuse shall be kept within sanitary containers which are concealed from view and regularly emptied and the contents deposited into areas set aside for the disposal of such.

All utilities are subject to inspection and control by the Okanogan County Health Department, the Washington Department of Social and Health Services and the Washington Department of Ecology.

- h. **TREES:** No tree with a trunk in excess of three (3) inches in diameter on real property shall be removed or destroyed without prior written approval and consent of the Architectural Committee except that area set aside for the construction of residence or barn, stable, or driveway.
- i. **VEHICLE PARKING:** No vehicle shall be parked or kept on the improved portions of the roads shown in the plat. In the event that any vehicle was parked or kept on any such road, the Association at its option shall have the right to remove the same at the expense of the owner. No truck, boat, trailer or commercial vehicle and no other commercial equipment used in or about any business or commercial endeavor shall be regularly kept or maintained on any lot unless the same shall be wholly screened from view of all parts of the real property and all abutting streets and lots.
- j. **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 for nine (9) years from the date of recordation and by the Board thereafter.
- k. **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 Unit 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.

- I. **REAL ESTATE TAXES:** Real Estate Taxes as assessed by Okanogan County against all green belt areas, pedestrian and equestrian trails and private roads and common recreational facilities shall be paid by the Association as provided for in Article VII (d).

#### **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, for the first nine (9) years after date of recordation and by the Architectural Committee with 60% approval of the lot owners thereafter. 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 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 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. ARCHITECTURAL COMMITTEE**

- a. The Architectural Committee (hereinabove and hereinafter referred to as the "Committee"), will shall consist of three (3) members. At least one member shall be an architect or builder or engineer who shall be designated specifically as the "Architect" or "Engineer" member. There may be designated one or more alternate member for each regular member of the Committee who shall be authorized to act in the place and stead of the member for whom they are an alternative in the event of his absence or inability to act. Members and alternate members of the Committee 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 committee to the Association and will so assign that right nine (9) years after date of recordation of the plat map.
- b. **ACTION BY THE ARCHITECTURAL COMMITTEE:** The vote or written consent of any two members shall constitute action of the Committee, provided, however, that approval of plans, drawings and specifications by the Committee shall require the vote or written consent of the Architect or Engineer member and at least on other member. The Committee shall report in writing all approvals and disapprovals of changes in the existing state of property to the Declarant or Association and shall keep a permanent record of all such reported action, within thirty (30) days.

- c. **LIMITATION ON LIABILITY OF THE ARCHITECTURAL COMMITTEE:** Neither the Committee 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 Committee or any such member shall have proceeded hereunder in good faith and without malice.

**VII. MEMBERS ASSOCIATION:**

- a. The Methow Mountain Owners' Association (hereinabove and hereinafter referred to as the "Association") will be incorporated in the State of Washington as a nonprofit 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 within the Unit when conveyed by Declarant to the Association or provided by Association itself 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. Additionally, all owners of lots within the unit shall be members of the Sun Mountain Ranch Club and Membership Association, a Washington nonprofit corporation (herein referred to as the "Sun Mountain Ranch Club"). The Sun Mountain Ranch responsibilities except that ownership, use, maintenance and control of all common areas within the Unit (except roads, which shall be owned, regulated and maintained by the Sun Mountain Ranch Club and Membership Association) shall be vested in Declarant and the Association exclusively.
- b. **ASSOCIATION PURPOSES:** The general purpose of the Association is to further and promote the community welfare of property owners of the Unit. The Association is to be responsible for the operation, maintenance, repair and upkeep of Common Areas and community facilities within the Unit 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 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 and the Sun Mountain Ranch Club, 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. Additional persons may become members under rules prescribed by the Board of Directors of the Association or as specified by Declarant. Declarant's membership evidenced (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 acquired with title to a lot 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 and the Sun Mountain Ranch Club.
- d. **ASSOCIATION EXPENSES AND POWER TO ASSESS:**
  - i. The Association and the Sun Mountain Ranch Club shall have the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Unit uniform annual charges to cover its actual and estimated obligations under this Declaration or any Supplemental Declaration including the

payment of real estate taxes in common areas and common area improvements. Notwithstanding anything herein to the contrary, expenses incurred by the Association and the Sun Mountain Ranch Club in the maintenance of its properties and in the furthering and promoting of its purposes shall be borne proportionately by all members as herein provided, excluding Declarant insofar as it retains title to any unsold lots within the Unit. The initial charge of \$1.00 per year per lot for members the Association shall not be increased or decrease without a 60% vote of its Board of Directors.

- ii. Every such charge made shall be paid on or before the date established by the Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the charge. Written notice of the charge so fixed and the date of payment shall be sent to each member. Said charges shall constitute a personal debt of the lot owner and remain a lien upon the property of the respective member until paid.
  - iii. Upon the adoption of a resolution of charges, and in the event such charges are not paid promptly, a notice thereof and of the lien created thereby shall be signed and acknowledged and recorded in the offices of the County Auditor of Okanogan County, Washington.
  - iv. Such recorded notice shall embody said resolution and state the rate of the charge, the time payable, and when it becomes a lien. When paid, a release of lien with respect to the property for which payment has been made shall be recorded in the Okanogan County Auditor's offices. Full receipts shall be issued to lot owners upon payment.
  - v. Each lot owner in the Unit shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including interest and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided for herein.
  - vi. All liens (whether or not notice thereof shall have been recorded) herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law of the State of Washington for the foreclosure of mortgages, shall be collectable in full plus interest at the maximum legal rate of interest from date payment of charges was due, plus all costs and expenses of collecting the unpaid charges including reasonable attorneys' fees; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date and charge giving rise to such lien becomes due and payable.
  - vii. The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association or the Sun Mountain Ranch Club in the operation and maintenance of its properties and in furthering and promoting the community welfare of property owners in the Unit or the Subdivision.
  - viii. The lien hereinabove provided for shall be junior to the lien of any mortgage or deed of trust placed upon a lot for the purpose of constructing a residential building or the lien of a subsequent permanent (take-out) mortgage or deed of trust for the same purpose.
- e. **BOARD OF DIRECTORS:** Declarant has and shall have the power and authority to designate three out of five (or at least 60% of the members of the Board of Directors of the Association until the first annual meeting of members and for the nine (9) years thereafter. Members of the Board of Directors of the Association other than those designated by Declarant shall be elected by cumulative voting of the membership of the Association. Declarant has the same rights and responsibilities with respect to the Board of Directors of the Sun Mountain Ranch Club.

#### **VIII. MUTUALITY OF BENEFIT AND OBLIGATION:**

The declarations and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and are intended to create mutual, equitable servitude's upon each of said lots in favor of each and all of the other lots in the Unit; to create reciprocal rights between the respective owners of all said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns, of each and all other lots in the Unit and their respective owners. Declarations substantially the same as those contained herein shall be recorded on all future units of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

#### **IX. ANNEXATION OF SUBSEQUENT UNITS OR PARCELS:**

- a. Declarant, or its Joint Venturers, or its successors in interest, may, from time to time and in its sole discretion, annex to the Unit or Subdivision all or any part of the real property within 10 miles presently or hereafter owned by Declarant in the County of Okanogan, State of Washington, less that portion thereof to which these declarations are already applicable, and to all such units of the Subdivision presently of record to which declarations substantially identical to those set forth herein apply.
- b. Such annexation shall be effective upon the recordation of declarations, designating the property subject thereto, which property shall thereupon become and constitute a part of the Unit and/or Subdivision and the Association or Sun Mountain Ranch Club or both shall accept and exercise such powers and jurisdiction over such property as are granted to it by such declarations. Such declarations shall be substantially the same as those contained herein; provided, however, that:
  - i. The use in said restrictions of the word "Unit" shall be deemed to apply to the particular unit for which such restrictions are recorded; the use of the word "Subdivision" shall be deemed to mean the aggregate of all previously recorded units designated as being a part of the Declarant's general subdivision scheme of development; and the use of the words "lot" or "lots" shall be deemed to mean all subdivided lots described and set forth in any recorded plat maps of the Subdivision;
  - ii. Such restrictions shall not discriminate against lot owners whose property is already included in the Subdivision;
  - iii. Neither the Association's nor the Sun Mountain Ranch Club's powers to make assessments and enforce liens shall be curtailed with respect to such newly annexed units;
  - iv. The uniform charges upon each lot in the Unit or other units already annexed to the Subdivision may be increased as a result of any annexation (but the Association or the Sun Mountain Ranch Club may provide for a higher monthly charge upon lots in the newly annexed Unit when and if warranted by a different classification or use.)
- c. Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, subject, however, to subparagraphs (a) through (b) inclusive of this paragraph, be so annexed as a condominium, or for use as a multiple family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the right to the use and enjoyment of the private streets and parks within the Subdivision, or use of any other assets of the Association or the Sun Mountain Ranch Club may be granted upon the payment of the reasonable charge for maintenance, repair, and upkeep or in return for the reciprocal use and enjoyment of such streets, parks or other assets. Declarant has right to include



any property within Township 34 North and Township 35 North, Range 21 East and Range 22 East, thereby entitling owners to membership with all privileges, rights and obligations.

**X. GRANTEE'S ACCEPTANCE;**

The grantee of any lot subject to the coverage of these declarations. by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said declarations, Articles and By-Laws of the Association and the Sun Mountain Ranch Club.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any parks, including children's recreational facilities, and public paths, streams or other water courses.

**XI. ENFORCEMENT:**

- a. If any lot owner in the Unit, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for the Association or any other person or persons, firm or corporation owning real property situated with the bounds of the Unit to prosecute and proceed at law or in equity against such person or persons, firms, or corporations, violating or attempting to violate said covenants and restrictions, or any of them and either to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the Unit. It is intended and contemplated hereby that the Sun Mountain Ranch Club will have no right to enforce these restrictions relative to use of property, including all lots, streets, parks and all other common areas within the unit.
- b. The covenants, restrictions and conditions contained in this Declaration or any Supplemental Declaration shall be enforceable by proceeding for prohibitive or mandatory injunction. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded. In any action to enforce any such covenant, restriction, or condition, the action to enforce any such covenant, restriction or condition, the party or parties successful in the action shall be awarded costs, including reasonable attorneys' fees.
- c. In addition to the remedies stated in subparagraph (b) above, the Association, upon violation or breach of any covenant, restriction or condition contained in this Declaration or any Supplemental Declaration, may enter upon any lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the owner or owners of the lot. If the owner or owners of the lot fail, after demand, to pay such cost, then the Association shall have a lien, form and after the time a notice of such failure to pay is recorded in the records of Okanogan County, Washington, against the lot of such owner or owners for the amount due and not paid, plus interest from the date of demand for payment at the rate of 12% per annum, plus all costs and expenses of collecting the unpaid account, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Washington.

**XII. PROTECTION OF MORTGAGE, OR DEED OF TRUST HOLDER:**

No violation or breach of any restriction, covenant or condition contained in this Declaration or any Supplemental Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value or the title or interest of the holder thereof or the title acquired by any trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental Declaration, except only that violations or breaches which occurred prior to such foreclosure shall not be deemed breached or violations hereon.

**XIII. MISCELLANEOUS PROVISIONS:**

- a. **SEVERABILITY:** Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- b. **PARAGRAPH HEADINGS:** The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions herein contained.
- c. **NO WAIVER:** Failure to enforce any restriction, covenant, or condition in this Declaration or any Supplemental Declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition or of any other restriction, covenant or condition, or waive in individual cases by Declarant or Board.
- d. **WATER QUALITY MONITOR PROGRAM:** The Association shall participate with the Sun Mountain Ranch Club and the Okanogan County Health Department in a Water Quality Monitoring Program on Twin Lake. Samples will be withdrawn at representative periods of the year to maintain a record of changes in the quality of the surface water. Estimated annual contribution is to be \$100.00 maximum.

IN WITNESS WHEREOF, The undersigned has executed the within Declaration as of the 15th day of August, 1976.

**METHOW PROPERTIES, INC.**  
**(SIGNED) By John P Barron, President**

Attested by: David Hartman, Secretary

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