

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

Whereas, **Pine Forest Owners Association**, successor to **Methow Mountain Owners Association**, hereinafter called "**Association**" is the governing body of the Homeowners Association for the real property known as **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 real property shall hereinafter be referred to as the "**Subdivision**".

Whereas, Subdivision is subject to that **Declaration of Covenants, Conditions, and Restrictions**, hereinafter referred to as the "**Covenants**", dated August 15, 1976, and recorded in Okanogan County Records Volume 8, pages 1754 through 1766, under Auditor's File No. 627364, records of Okanogan County, Washington, and;

Whereas, the Association has, with a greater than sixty percent majority of the lot owners canvassed on an individual basis as provided in the Covenants for change thereof, voted to modify, amend and supplement the Covenants;

Now, Therefore, the Association hereby declares that all property of the Subdivision shall be subject to the terms and conditions of this Supplemental Declaration, which is intended to supplement, modify and amend the Covenants as follows:

- a. Whereas Association terminated all relationship with Sun Mountain Ranch Club effective October 19, 1991, Association members shall not be members of said Club as declared in Section VII(a), shall not have voting rights in said Club as declared in Section VII(c), and shall not be assessed by said Club as declared in Section VII(d).
- b. Whereas Association acquired the assets of the water system serving the Subdivision effective September 1, 1992, and began supplying water to property owners, the Association, through the Covenants, Articles of Incorporation and By-Laws has the power to levy against each lot a charge for the Association's estimated costs and expenses of providing such service. The Association hereby declares that it may levy charges for water, trash service and any other service not included in the annual association dues and that such charges may be non-uniform, based on a measure of consumption, and charged on other than an annual basis. Additionally, the Association may charge non-uniform special fees or assessments, such as water hook up fees or special assessments, to property owners to pay for the estimated costs of capital improvements or repairs needed to maintain Association services. In such cases where lot owners are seeking the same privilege or service, charges shall be uniform.
- c. The Association hereby declares that the last sentence of Section II(c) of the Covenants shall be replaced with the following: " All development of a Lot, including the construction of a residence or outbuilding, or the installation of a driveway, foundation, or any other sitework which disturbs the Lot, must be substantially completed within eighteen (18) months from commencement and must be performed only with any and all permits and inspections required by Okanogan County or the State of Washington. Substantially complete shall mean that the exterior of all buildings are completed and the Lot cleaned of debris, building materials and equipment, and disturbed ground seeded to avoid noxious weeds, and the property left in a safe condition.
- d. The Association hereby declares that the following be added to the end of Section II(g) "The Board may approve the merger of any two contiguous lots into one expanded lot provided that:
  1. such merging complies with all County zoning rules and regulations, and a parcel consolidation request is executed by the lot owner and approved by Okanogan County,
  2. neither of the two lots has been previously merged with another lot,

3. there will be only one residence on the expanded lot and the lot must be in full compliance with all other Covenants, Conditions and Restrictions,
4. all Association dues, water fees, and other charges of the Association levied against the two lots have been paid in full,
5. a Merging Fee equal to one year's Association dues, for one lot, is paid to the Association.

Once merged, the expanded lot shall have one Association vote and one water share; the second water share shall revert to the Association. The expanded lot shall not be divisible and shall be subject to all restrictions placed on other lots as a single lot.

In Witness Whereof, the undersigned has executed this Supplemental Declaration as of the 27th of December, 1997, and directs the Secretary to record this Declaration with Okanogan County.