

**Declaration of Covenants, Conditions and Restrictions**  
**SUNDANCE SOUTH SUBDIVISION**  
**City of Pullman, State of Washington**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Sundance South, LLC, a Washington limited liability company, (hereinafter called "Declarant"), with reference to the following facts:

Declarant is the owner of the following described real property lying and situated in Pullman, Washington, to wit:

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 7, Township 14 North, Range 45 E.W.M., described as follows: BEGINNING at a point on the north line of the South Half of the Northeast Quarter of said Section 7 at the intersection of the westerly right-of-way line of Primary State Highway #3 (SR 27); thence westerly along the said north line of said South Half of the Northeast Quarter of said Section, 1746.98 feet to the true point of beginning; thence deflect 90°00' left and run south 1171.72 feet to a point on the northerly right-of-way line of Primary State Highway #3 (SR 27); thence run westerly along said northerly right-of-way line of said highway to the west line of the Southwest Quarter of said Northeast Quarter; thence north along said west line of said Southwest Quarter of the Northeast Quarter to the northwest corner thereof; thence run easterly along said north line of said Southwest Quarter of the Northeast Quarter to the true point of beginning.

Declarant has subdivided the Property into Sixty-\_\_\_\_\_ (6\_) lots through the Plat process within the legal described above (each Lot within the Property is hereinafter individually referred to as a "Lot").

The purpose of this Declaration is to impose upon the Property mutually beneficial restrictions under a general plan of operation for the benefit of all said Lots and the owners thereof. Declarant's intent is not to interfere unnecessarily with any owner's reasonable use and enjoyment of a Lot but to impose use and other restrictions on the Property to improve and maintain property values by ensuring an attractive and desirable residential property.

This Declaration does not preclude the requirements of the City of Pullman or Whitman County, Washington or any other governmental or quasi-governmental entity exercising lawful authority over the Property but are in addition to any such requirements.

*Design Characteristics:* In order to protect the investment of all property owners, homes and accessory structures will conform to the following regulations:

- Roofing only natural material e.g. split cedar shakes, slate, or manufactured roofing. Manufactured roofing shall be architectural grade shingles or built up roofs with natural pea gravel or man-made material such as asphalt or fiberglass Shingles may be used for roofing. All roofing materials shall have a minimum wind rating of 70 mph and a minimum 30-year manufacturer's warranty.
- No sheeted panel or galvanized shiny metals will be allowed for siding or roofing in any construction. Exterior siding shall consist of natural wood, masonry, cultured stone, fiber-cement products, architectural concrete, or equivalent materials. No vinyl, aluminum or steel siding shall be allowed, except as soffit materials under building eaves.
- Each building must be provided with at least a two-car garage and off street parking for at least two additional cars.
- For single level homes a minimum living area shall be 1200 square feet at street level with or without daylight basements, excluding garage. If the dwelling has two stories above grade, the minimum living area at street level shall be at least 1000 square feet with or without daylight basement, excluding garage.
- Fencing 6 feet in height and under shall only be allowed in the side and backyard of each Lot. The side yard shall commence at the front corner of the house on a given side and extend to the back-property line. Decorative fencing 36 inches and under shall only be allowed in the front of the house when constructed of white vinyl, decorative iron, stone, or masonry. No chain link fences shall be allowed at any location within the Sundance Subdivision unless chain link fencing and fence components are vinyl coated, black in color and has top rails at the tip of the fence.
- Shelters or accessory structures including detached garages shall only be allowed in the side and rear yards of each lot.
- Landscaping of the city right of way planting strips shall include shrubs and/or trees, grass or other plantings and other non-porous material. Owners should contact officials to determine possible restrictions on types and height of shrubs and trees. Maintenance of said strip shall be the responsibility of lot owners.
- All primary living structures shall have a minimum of 150 square feet total of brick, masonry, cultured stone, or architectural concrete or similar surface on the street level elevation of the structure that is visible from any immediate adjoining street(s) within the subdivision. No asphalt or gravel driveways are permitted. Concrete or equivalent materials such as brick or concrete pavers are required.
- No single Floor Plan or design may be utilized more than one time on any single side of each street. Reversing of floor plan or minor floor plan or elevation changes are not an exception.

*Signs:* No commercial sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 10 square feet advertising the property for sale or rent. The developer may have signage that exceeds these requirements displayed through completion of initial lot sales.

View Preservation: Trees will not be permitted on any Lot that exceed 30' in height when mature.

Construction Time Limit: Any dwelling or structure erected in the subdivision shall be completed as to the exterior appearance, including finished exterior painting, and grading within 12 months from the date of start. Landscaping must be completed within 18-months from the start of the house construction. All Lots that remain vacant 6-months after initial purchase shall be seeded in low growing grass and kept free of weeds. It is the owner's responsibility to ensure that all erosion and run off be mitigated as required

Use: All Lots in Sundance Subdivision shall be used only for residential purposes and only for single-family dwellings and shall conform to City of Pullman Zoning Ordinances. Accessory living quarters are permitted as allowed by City of Pullman Zoning Code.

Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots. Dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Pets and or animals in residence

No more than 3 pets total will be allowed to reside within or on any specific lot or residence Any type of exterior kennel cannot be visible from any street within the subdivision. No commercial pet or animal breeding operations shall be allowed.

Storage and Material Waste: No Lot shall be used or maintained for storage purposes. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such material shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No burning of waste will be permitted on Lots.

Exterior Antennae or Dish: No antenna, dish or other broadcasting and/or receiving radio, television, electromagnetic, electronic and/or other signals waves and/or impulses shall be permitted on any structure or any Lot. T.V. satellite dishes will be allowed provided they do not exceed 24" in diameter and is attached to the home and does not extend above the roof line. There is to be no more than two, (2) dishes per home and it will be the owner's responsibility to conceal the dishes if possible.

Recreational Vehicle Parking: Any recreational vehicle, boat, trailer, camper and/or similar vehicle(s) shall be parked within a permanently enclosed structure attached or detached to the single family dwelling on the Lot if parked for more than one week, (7) days continuously.

Accessory Structures: All accessory or detached structures will be constructed in the same architectural style as the primary living structure and shall have similar siding and exterior coloring as the primary structure. Exception; Accessory structures for the purpose of a greenhouse, atrium, gazebo and conservatory may be built provided they are in the rear yards and comply with property line setbacks.

Temporary Structures: No buildings, structures or improvements of a temporary character, for example, mobile home, trailer, trailer house, camper, tent, shack, garage, barn or other outbuilding and/or vehicle or recreational vehicle shall be used on any Lot at any time as a residence or storage temporarily or permanently.

On-site Labor: All buildings must be constructed and/or assembled on site on each Lot. Pre-constructed or pre-completed buildings or manufactured homes shall not be placed or be moved onto any Lot or allowed to remain on any Lot except for green houses, atriums, gazebos and conservatories.

Roof and Foundation Drains: All buildings shall have roof gutters connected to the storm drain system at stub locations indicated on the Property's subdivision plat construction drawings. Water shed or run off from any Lot's driveway, which is lower than the public street, must be collected and funneled into the storm drain system or a properly designed drywell. Foundation drain tiles, must also be connected to the storm drain system or dry well.

City Sidewalks/utilities: City sidewalks must be constructed on all Lots within a minimum of 24-months of City of Pullman's final acceptance of the Sundance subdivision improvements. A deposit of \$45.00 per linear foot of street frontage will be required of all initial Lot purchasers and held in trust until said city sidewalks have been installed to city standards. The deposits shall be held and administered by Stewart Title and Escrow. If the purchasers install the city sidewalk, the deposit shall be returned to the purchaser. If the developer, (Sundance South, LLC.), installs the sidewalk as required then the deposit will be forwarded to the developer and the owner will be responsible to pay for any shortfalls if the deposit does not cover sidewalk construction.

Utility Deposit:

A Utility Deposit will be required (Dollar amount to be determined) for installed utilities, (gas, and electricity) and will be refunded once Franchise utilities are connected to the specific lots. If the utilities are not connected within 24-months after purchase than the deposit will be forfeited to Avista Corporation.

Occupancy: All structures on all Lots shall be limited to single family residences only. Accessory living quarters are permitted as long as they are constructed within the footprint of the home and constructed as allowed by City of Pullman Zoning and Building Code.

Duration of Covenants: This Declaration, unless amended as set forth below, shall continue in full force and effect until January 1, 2060, at which time same shall be automatically extended for successive periods of ten (10) years unless a Declaration of Termination is recorded in the real property records of Whitman County, Washington, meeting the requirements of an amendment to this Declaration as set forth below.

Amendments: This Declaration shall not be amended, modified or changed unless an instrument to that effect is signed, acknowledged and recorded in the real property records of Whitman County, Washington, by all owners of record of at least two-thirds (2/3<sup>rds</sup>) of all Lots within the Sundance South LLC Subdivisions development.

Homeowners Association: By affirmative vote of all record owners(s) of at least two-thirds (2/3<sup>rds</sup>) of all Lots within the Property, a homeowner's association may be formed to oversee compliance with this Declaration and to promote and preserve the owners' investments in their respective Lots and the Property.

Enforcement: Declarant, any party having or acquiring any right, title or interest in or to any part of the Property or a Lot, and any governmental or quasi-governmental agency

or municipality having jurisdiction over the Property shall have the right to enforce, by any proceedings at law or in equity, all declarations, limitations, covenants, conditions and restrictions now or hereafter imposed by this Declaration and in such action shall be entitled to recover costs and reasonable attorney's fees from the party against whom such enforcement is sought or obtained. Such proceedings shall include the right to prevent a violation or breach of this Declaration by restraining order and/or injunction and/or recover damages for violation or breach thereof.

IN WITNESS WHEREOF, Declarant has hereunto subscribed its name as of the day and year first written above.

DECLARANT:  
Sundance South, LLC  
A Washington limited Liability Company

By: \_\_\_\_\_ Title \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss  
County of Whitman        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin Kirkman, known to me to be the Managing Member of Sundance South LLC, a Washington limited liability company, who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date last above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR WASHINGTON  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_