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Covenants Rec Fee: \$ 108.00
09/20/2018 10:18 AM Page: 1 of 10
Eunice L. Coker, Whitman County Auditor



RETURN NAME & ADDRESS:

KEVIN KIRKMAN
PO BOX 642
PULLMAN WA 99163

DOCUMENT TITLE: *Declaration of Covenants Condition and Restrictions*

REFERENCE NUMBERS OF RELATED DOCUMENT:

ON PAGE _____ OF DOCUMENT:

GRANTOR(S):

1. *SUNDANCE South LLC*
- 2.
- 3.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT

GRANTEE(S):

1. *SUNDANCE South Subdivision*
2. *SUNDANCE South Home owners Assc.*
- 3.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT

ABBREVIATED LEGAL DESCRIPTION: (LOT, BLOCK, SUBDIVISION, ADDITION, CITY/TOWN, QUARTER/QUARTER OF SECTION, TOWNSHIP, RANGE)

1. *PT SW 1/4 E 1/4 S7T14R45*
- 2.
- 3.

ADDITIONAL LEGAL DESCRIPTION ON PAGE _____ OF DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

814800000000023



Kevin Kue

**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 20 day of September, 2018, 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:

LAND DESCRIPTION:

A tract of land in the Southwest Quarter of the Northeast Quarter of Section 7, Township 14 North, Range 45 East, Willamette Meridian, City of Pullman, Whitman County Washington, and being more particularly described as follows:

BEGINNING at the Northeast Corner of Section 7, which bears Township 14 North, Range 45 East, Willamette Meridian, thence South 53°20'42" West a distance of 2333.71 feet, to a point on the south line of Sundance Subdivision, AFN 656692 and the POINT OF BEGINNING;

Thence South 01°40'00" East a distance of 1166.29 feet to the North right of way line of SR 27/Grand Avenue;

Thence Westerly along said right of way for the following 3 courses:

- 1) Thence North 88°57'23" West a distance of 232.09 feet;
- 2) Thence South 01°02'37" West a distance of 10.00 feet;
- 3) Thence North 88°57'23" West a distance of 558.31 feet, to the Southeast corner of Evergreen Homes Plat, AFN 271457;

Thence along the east line of said Evergreen Subdivision, North 00°12'56" West a distance of 1139.27 feet to the Northeast corner of said Evergreen Homes Plat and the Southwest corner of said Sundance Subdivision;

Thence along the South boundary of said Sundance Subdivision, North 88°20'00" East a distance of 761.14 feet to the POINT OF BEGINNING.

Said Parcel containing 20.56 Acres More or Less.

Declarant has subdivided the Property into Sixty-Seven (67) Lots through the Plat process within the legal description described above (each Lot within the Property is hereinafter individually referred to as a "Lot"). Each Legally defined Lot located within Blocks 1, 2, 3, 4, & 5 of the Sundance South Subdivision shall be subject to this Declaration. The Plat is recorded under APN 749297, Whitman County WA.



The purpose of this Declaration is to impose upon the Subdivision Development mutually beneficial restrictions under a general plan of operation and rules for the benefit of all said Lots and the Owner's and Declarant 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 and Subdivision Development to improve and maintain property values by ensuring an attractive and desirable residential neighborhood. This Declaration does not create a Owners Association, rather it imposes restrictions and basic rules and covenants that run with the land that regulate Owner's use, construction on Owner's Lots within the Subdivision.

This Declaration does not preclude any 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 by all entities having jurisdiction.

1. **Public Dedications:**

- a. Lot 11 Block 4; is dedicated and reserved as usable, common open space in accordance with Pullman City Sections Code 17.05.020 (68)(c) and 17.75.080 (1)(c)(iii) to the City of Pullman.
- b. Lot 1, Block 5; is dedicated and reserved to the City of Pullman for stormwater, utilities and open space use, subject to signage easement in favor of Declarant and subsequent Subdivision, Owner's Association for entry monument and signage.

2. **Compaction, Fill Soils and Geotechnical Reports:** Owner's acknowledge by purchasing a Lot within the Sundance South Subdivision that in the process of developing the Subdivision from raw farm land into developed Lots, this development process creates large volumes of land movement, including cutting (removal) and fill (placing) to specific engineering standards as per the Geotechnical report dated 6/29/2017 prepared by Geoprofessional Innovation Corporation (GPI) as related to the Sundance South subdivision Project improvements as per the approved plans and specifications. The removal and placing of fill was also monitored and inspected by GPI compliance with requirements said report. Hereby all Owners of lots acknowledge the following:
- a. Individual Lots purchased from Declarant /Developer may be cut lots or filled lots or a combination of the two – Reference approved site grading plan for determination.
 - b. Lots containing Fill material have been filled with engineered fill to the design standards as outlined in the Geotech report dated 6/29/2017 and field observations by GPI during said work.
 - c. Depending on depth of engineered fill on any specific Lot here may be restrictions related commencing construction activities within the first 12-months of placement of the fill material. This specifically affects Lot 3, Block 4 but may affect other lots with fills that exceed eighteen (18) foot in depth.
 - d. The engineered fill and Geotech report(s) related to the project development are not Lot specific, rather they are development specific and may or may not contain sufficient detail or information related to any specific Lot to be of a Lot specific benefit to that Lot Owner. All site improvements on a specific Lot that contains fill likely will require additional Geotech investigations, reports and inspections related to the Owner's proposed specific Lot Improvements that will be the Owner's sole cost and responsibility as part of their improvements on the site. Additional Geotech requirements will be identified in the building permit approval process.



- e. All Lot Purchaser's and Owner(s) hereby hold harmless Declarant or developer for any and all settlement on lots containing engineered fills. Engineered fill is designed to settle over time as disclosed in GPI Geotechnical Reports.

3. **Design and Improvement Characteristics related to all Lot Improvements:** To protect the investment of all Owners, all Lots, residences, homes and accessory structures will conform to the following regulations:

- a. Shall comply with all City of Pullman R-1 zoning requirements.
- b. It is the Lot Owner's sole responsibility to comply with requirements contained herein as currently there is no architectural or design review committee. The Lot Owner's shall disclose this document fully to all architect's designers, builders and contractors prior to commencing design or construction.
- c. Roofing: No metal roofing is allowed. Only composition asphalt impregnated fiberglass shingles are allowed. Approved roofing is IKO Brand Color "Charcoal Grey" from the Cambridge Color Blends collection. All roofing materials shall have a minimum wind rating of 80 mph and a minimum 30-year manufacturer's warranty. Lot specific exceptions to manufacture brand may be approved by Declarant if color and appearance is similar. Flat roofs are allowed with single ply or built up membrane where roofing is not visible from other Lots within 400' within the subdivision or exception may be allowed by Declarant if color matched to as defined herein.
- d. Exterior color schemes for all structures on each lot shall be the same within that specific Lot and be selected from one of the following color palettes. No color scheme or palette shall repeat within 300' of each other when located on same street. Lots owners shall coordinate color schemes with builder and neighboring property Owners within 300' of Structure when located on same street
 - o Sherwin Williams: Northern Shores and Seaports
 - o Sherwin Williams: Suburban Traditional
 - o Lot specific exceptions may be approved by Declarant in keeping with color theme.
- e. No metal or vinyl shall be used as siding, soffits, Trim or sheeted panels will be allowed as finished surface in any exterior 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 on exterior walls.
- f. Exterior trim products shall be engineered wood by various manufactures and contain a minimum of three different widths on all elevations visible from public street that are different in width by a minimum of 30%. These trims shall include corner, window, soffit, fascia, wainscot or decorative and shall be painted same trim color
- g. Each building must be provided with at least a two-car garage and off-street parking for at least two additional vehicles. Single bay garage doors shall be minimum of 10' wide and double garage doors 16' wide. Where possible and design considerations allow, all garage doors should exceed minimum widths. If a two-car garage is designed in single tandem garage layout it shall have a minimum of 12' wide garage door.
- h. Minimum roof slopes visible from street or adjacent Lots shall be 4/12 slope; Lot specific exceptions can be approved by Declarant for homes utilizing a contemporary design theme or motif on a case by case bases.
- i. Single level homes shall consist of minimum finished living area of 1250 square feet at street level with or without daylight basements, excluding garage, porches entries



etc. If the dwelling has two stories above grade, the minimum living area at street level shall be at least 1100 square feet with or without daylight basement, excluding garage, porches entries etc.

- j. All shelters, ramadas, pergolas, detached garages etc. all accessory structures including shall only be allowed in the side and rear yards of each lot and must be similar color and style materials as the residence including use of masonry or stone accents and meet all applicable set back requirements.
- k. Accessory structures defined as casita, or guest quarters may be constructed in front yards contingent they are designed to share a common courtyard with main residence and designs shares or creates an integral design relationship between the two whether attached or detached from the residence.
- l. All primary and accessory detached structures shall each have a minimum of 200 square feet total of brick, masonry, cultured stone, or architectural concrete or similar surface on the street side elevations of the structures.
- m. No asphalt or gravel driveways are permitted. Concrete or equivalent materials such as brick or concrete pavers are required.
- n. No single Floor Plan or design may be utilized more than one time on any single side of each street unless separated by a minimum of four (4) Lots. If on same street but located on the opposite side of the same street the same floor plan must be separated by three (3) lots between the similar floor plans. Reversal of floor plan or minor floor plan modifications, elevation changes or roof style, pitch are not an exception and are not allowed if the primary floor plan is essentially the same.

4. Signs:

- a. No commercial sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 4 square feet on each side, advertising the property for sale or rent. The declarant is an exception and may have signage that exceeds these requirements displayed through completion of initial lot sales.
- b. Declarant may construct permanent entry welcome sign or signage monument on dedicated easement located within Lot 1, Block 5 for such purpose and dedicated as such by recorded easement. When Declarant no longer owns any Lots within the Subdivision and or when Lot Owners have formed Owners Association as allowed herein; The easement and signage and any improvements shall become the property and responsibility said Owners Association with full and complete control of such improvements.

5. View Preservation, Landscaping & Fencing:

- a. Trees that exceed 30' in height shall not be planted on any lot. Any tree that exceeds may be required to be removed or trimmed at owner's expense. Excepting Owners of Lots on the North Side Waha Court are exceptions to this requirement.
- b. Poplar trees shall not be allowed or planted
- c. Each adjacent Lot Owner shall landscape and irrigate as applicable the planting strip located between the city sidewalk and street curb as follows. Planting of Capital Pear trees at 35-foot on center and continuous ground cover consisting of 3" plus diameter washed river rock over landscape fabric. No alternative trees or shrubs or ground cover shall be allowed. All Capital Pear trees will be minimum



of 1" caliper and 6' in height when planted all maintenance, irrigation of said landscape strip shall be the responsibility of Lot Owners.

- d. Fencing six (6) feet in height or less shall only be allowed to enclose 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. Suitable materials for 6' tall fencing shall be wood or vinyl that resembles wood. All wood all fences shall be natural in color and not painted a solid color but may be stained natural or earth tone colors. Decorative fencing 36 inches and under shall only be allowed in the front of the house when constructed of vinyl, decorative aluminum or iron, stone, or masonry. No chain link fences shall be allowed at any location within the Sundance Subdivision
- e. All Landscaping must be completed within 6-months from the completion of the house construction (Certificate Occupancy) or 24-months after issuance of building permit whichever is sooner

6. **Construction Time Limit:**

- a. 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 issuance of building permit.
- b. All Lots that remain vacant 6-months after initial purchase by Owner that is not owned by Declarant shall be seeded and maintained in low growing grass and kept free of weeds by Owner. It is the Lot Owner's responsibility to ensure that all erosion and run off be mitigated as required.

7. **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 as relating to R-1 Zone restrictions and rules. Accessory living quarters are permitted as allowed by City of Pullman Zoning Code and herein this Document.

8. **Animals and Pets:**

- a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots.
- b. Dogs and cats are allowed, if they are not kept, bred, or maintained for any commercial purposes. No commercial pet or animal breeding operations shall be allowed.
- c. No more than three (3) pets or animals are allowed per Lot.
- d. No type of exterior kennel or animal shelter shall be visible from any street within the subdivision or from adjacent Lot.
- e. No animal shall be kept that is designated as an outdoor animal or pet which Owner intends to keep primarily living outside.
- f. All Pets must be leashed when outside the Owners yard
- g. All yards with pets must utilize and install fence or electronic means to keep pets on Owners Lot when pet unattended
- h. Nuisance pets or animals shall be defined by continuous or extended barking, disturbing neighbors, failure of owner to clean up after animal. obnoxious visual, sound or smell related to pets or animal emitting or visible from a Lot. All such declared Nuisance animals shall be permanently removed from the subdivision by the Lot Owner in a timely manner at Owners sole expense.



9. **Storage and Material Waste:**

- a. No Lot shall be used or maintained for storage purposes after Purchase from Declarant or Developer.
- b. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, yard clippings or other waste.
- c. All waste material shall be stored in sanitary sealed and approved containers not visible from neighbor or adjacent Lots except for minimum time as required for collection and removal.
- d. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.
- e. No burning of waste will be permitted on Lots.

10. **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 are attached to the home and do not extend above the roof line. There shall to be no more than two, (2) dishes per home and it will be the Lot Owner's responsibility to conceal and protect from neighborhood view as much as possible.

11. **Recreational & Vehicle Parking:** Any recreational vehicle, boat, trailer, camper, ATV and or similar vehicle(s)

- a. Shall be only parked and stored within an enclosed approved accessory structure or garage attached or detached to the single-family dwelling on the Lot.
- b. Shall never be parked on the street or public right of way for more than one hour
- c. Enclosed RV and Trailers intended for temporary living and camping are allowed be parked on Lot Owners Driveway for up to 48-hours when loading or unloading or when hosting visiting guests with this specified vehicle type.
- d. No vehicle including cars trucks or similar shall be parked on any lot other than in garage or on the paved driveway. Owner's should make every effort not to park vehicles on city streets for extended periods of time.
- e. Visiting or guest self-contained recreational vehicles are allowed to park when visiting Owners up to 72-hours when parked on Owner's Paved driveway only.

12. **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 including store or masonry accents. Exception; Accessory structures for a greenhouse, atrium, gazebo and conservatory may be built provided they are in the rear yards only and comply with property line setbacks and are architectural quality and style that meets or exceeds the primary residence.

13. **Temporary Structures:** No buildings, structures or improvements of a temporary character, for example, mobile home, trailer, trailer house, camper, tent, shack, shed or shipping container

- a. Shall be utilized or moved onto any Lot at any time as a residence living quarters or storage.



- b. Prefabricated the self-assembled enclosed storage structures as commonly sold by Home improvement centers that all less than 100 Sq. Ft may be installed in back or side yards where concealed from view of neighbors by site obscuring fence and as allowed by City Code when only used for storage purposes.
14. **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 greenhouses, atriums, gazebos and conservatories. Prefabricated building components are allowed such as engineered trusses etc. that make up the whole of a site-built structure.
15. **Roof and Foundation Drains:** All lot structures shall have roof drains and gutters connected to the storm drain system at stub locations indicated on the Property's subdivision plat civil construction drawings. Watershed or runoff 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 onsite drywell. Foundation drain tiles, must also be connected to the storm drain system or onsite dry well.
16. **Avista Utilities:** All Lot Owners shall reimburse Declarant / Developer \$2,500.00 upon demand within 30-days, if after 24-months after initial Lot closing the Lot has not been connected to Avista or subsequent Utility electrical and or gas services for any subject Lot purchased by Owner. The Lot price at time of sale to Owner reflected Lot being connected to said utility services within a specific time frame. If Lot has not been connected to said service, Declarant / Developer forfeits prepaid refundable funds and this is payment by Owner to Developer is reimbursement for said forfeiture.
17. **City Sidewalks:** All City sidewalks adjacent to both sides of Golden Hills Drive shall be installed and paid for by Declarant / Developer and cost of such is included in initial lot purchase price to Owner adjacent to Golden Hills Drive

A deposit of \$55.00 per linear foot of street frontages not containing City sidewalk at time of Lot purchase will be required of all initial Lot purchasers and held in trust by until said city sidewalks have been installed to city standards. The deposits shall be held and administered by Stewart Title of Whitman County. If the Lot Owner / Purchaser install the required city sidewalk, the deposit shall be returned to the Owner / Purchaser upon completion of the Installation of approved sidewalks. If the Declarant or Developer, installs the sidewalk as required by the City of Pullman then the deposit will be forfeited to the Declarant / Developer and the Lot Owner will be responsible to pay for any shortfalls in the deposit if said deposit amount does not cover actual sidewalk construction costs upon demand and full accounting of costs and expenses to the Lot Owner.

Required City of Pullman sidewalks must be constructed on all Lots by the Lot purchaser upon the earliest of

- a. A minimum of 24-months of City of Pullman's final acceptance of the Sundance subdivision street improvements and recording of the final Approved Plat.
- b. 24-months after initial closing of the purchase of any Lot by Purchaser. In the event a Lot Purchaser fails to construct the required city sidewalk within 24-



month after Lot Purchase as defined herein the Developer shall have the right to install said sidewalk at Developer expense and recover said cost plus 25% profit in addition to said cost of installation and shall have right collect full reimbursement from funds escrowed with Stewart Title of Whitman County and or Lot Owner and to place valid property lien on said Owner's Lot if not reimbursed by Lot Owner the cost of sidewalk installation, and profit within 30-days of demand for payment and to Lot Owner by the Declarant / Developer. In addition, Developer shall be entitled to collection costs, legal fees related to collecting said reimbursement from Lot Owner.

- c. In the event an Owner purchases a Lot after the 36-months has expired since final approval and acceptance of the Plat as recorded the Developer shall be responsible for the installation of said sidewalk and the Lot purchase price will reflect and include said sidewalk installation.
18. **Occupancy:** All structures on all Lots shall be limited to single family residences only. Accessory living quarters are permitted as Accessory Structures and constructed as allowed by City of Pullman Zoning and Building Code and this document.
19. **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.
20. **Amendments:** This Declaration shall not be amended, modified or changed unless an instrument to that effect is signed, acknowledged and recorded in the records of Whitman County, Washington, by owners of record of at least forty-three (43) Lots within the Sundance South Subdivision development.
21. **Homeowners Association:** By affirmative vote of all Owners of record at least forty-Four (44) Lots within the Subdivision, a self-governing Homeowner's Association may be formed to oversee compliance with this Declaration, set rules, authorize assessments and other activities normal to an Owner's Association to promote and preserve the owners' investments in their respective Lots and the Property. The designated Owner(s) of each Lot shall have one vote or share in said Owners Association when or if formed. Lots Dedicated to the City of Pullman for public purposes shall have no voting rights and shall be exempt from any future assessment, if any. Homeowner's Association if and when formed shall comply with the "Washington Uniform Common Interest Ownership Act" which will take effect on July 1, 2018. (WUCIOA)
22. **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: Kevin Kirkman Title managing member
Date 9/18/2018

STATE OF WASHINGTON)

) ss

County of Whitman)

On this 18 day of September, 2018 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: FullertonMy Commission Expires: 12-19-2021