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 AUDITOR, Pierce County, WASHINGTON

Sunset Acres Home Owners Association  
 P. O. Box 178  
 McKenna, WA 98558

**DOCUMENT TITLE:**

THE CONSOLIDATION OF THE PROTECTIVE COVENANTS, CONDITION, AND RESTRICTIONS FOR SUNSET ACRES IN WHICH THE FIRST THROUGH NINTH AMENDMENTS ARE INCOPORATED

**REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED:**

960206943; 9708120164; 9812230557; 200010120628, 200210280463; 9601190255; 200010125009; 200909150723, 200906090210

**GRANTORS:**

SUNSET ACRES HOME OWNERS ASSOCIATION, a Washington nonprofit corporation

**GRANTEES: (Last name, then first name and initials):**

SUNSET ACRES PHASES I AND II

**LEGAL DESCRIPTION (Abbreviated: i.e. lot, block, plat or section, township, range):**

PHASE I: Lots 1-51, Pierce County Large Lot Subdivision No. 9601190255  
 PHASE II: Lots 1 -43, Pierce County Large Lot Subdivision No. 200010125009

**ASSESSORS PROPERTY TAX PARCEL / ACCOUNT NUMBER:**

PHASE I: 03-17-23-4-015 THROUGH 03-17-23-4-018; 03-17-23-3-002 THROUGH 03-17-23-3-029; 03-17-23-2-002 THROUGH 03-17-23-3-020  
 PHASE II: 03-17-14-3-001

For reference only, not for re-sale.

## Protective Covenants, Conditions, and Restrictions for Sunset Acres Home Owners Association (SAHOA)

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### WITNESSETH

WHEREAS, Sunset Acres is a community where each homeowner, of Pierce County large lot subdivision (**Recorded #200010125009**), the majority of whom desires the following protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW THEREFORE the members of Sunset Acres Home Owners Association (SAHOA) hereby declare as follows:

### ARTICLE I

**1.1 DECLARATION.** The lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any lot and shall insure to the benefit of each owner thereof; and are imposed upon each lot as servitude in favor of each and every lot as the dominant tenement.

**1.2 DEFINITIONS.** The following words, when used in this Declaration or any supplemental declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the SUNSET ACRES HOME OWNERS ASSOCIATION; also referred to as SAHOA.
- (b) "The Properties" shall mean and refer all such existing properties and additions (i.e. Divisions, II, III, IV, etc. of SUNSET ACRES) are subject to this Declaration or any supplemental declaration under the provisions of article to hereof;
- (c) "Common Areas" shall mean and refer to those areas of land shown on any recorded large lot or subdivision plot of the Properties, or easement areas excluding roadway maintenance and improvements provided for under the Sunset Acres Improvement Maintenance Agreement, intended to be devoted to the common use and enjoyment of the owners of the Properties; \*check lot division plat map to see if common areas are listed

- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded large lot subdivision or legal subdivision plot of the Properties with the exception of Common Areas as heretofore defined. A "corner lot" is one which abuts on more than one converging street, and in the absence of any other designation shall be deemed to front on the street on which it has the main access to the residence erected on said lot;
- (e) "Residence" shall mean and refer to any building or structure occupied as a dwelling by a single-family unit. With reference to set-back, and side-yard restrictions, as hereafter specified, "residence" shall include galleries, porches, porticos, decks and every other permanent part of the improvement excluding roofs;
- (f) "Owner" or "home owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure;
- (g) "Member" shall mean and refer to all those owners who are members of the Association and shall refer to every person or entity who is the record owner of a fee interest in any lot which is now and hereafter subject to SAHOA or its assigns; shall be a member of the Association; provided that any such person of an obligation shall not be a member.

**1.3 TERMS** This Declaration shall be effective for an initial term, expiring 31, 2014, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated at the expiration of the initial term or any succeeding ten-year term, by a Termination Agreement executed by the owners of Sunset Acres Homeowners Association of not less than ninety percent (90%) of the lots then subject to this Declaration.

**1.4 ARCHITECTURAL CONTROL COMMITTEE (ACC)** shall be chaired by a Board member and up to three other members at large from the Association.  
 (Insert duty of ACC: The Architectural Control Committee (ACC) is tasked with the purpose of upholding the CC&Rs and monitoring the community as to the aesthetics and design of its buildings, consistent building standards, and uniform appeal of the community. When an item is not specifically addressed, the current International Building Code (IBC), Revised Code of Washington (RCW), and Pierce County code are the ultimate authorities.

## ARTICLE II

**2.1 EASEMENTS.** Easements are reserved as shown on the recorded large lot subdivision and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct, or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the lot.

except as to utility services and improvements located therein which are the responsibility of the utility entity owning such improvements.

**2.2 ACCESS ROAD & UTILITY EASEMENT**, Private roadway and utility easements are established as shown on the large lot subdivision to provide a way of access and for utility service lines and connections to each lot. Accordingly, each lot is subject to:

(a) An easement appurtenant (constituting a legal accompaniment) and beneficial to all of the other lots within the large lot subdivision, and any and all adjoining properties, to include but not limited to Sunset Acres.

1. Said private roadway extends over the other lands adjoining on the easterly side and northerly side of the adjoining property. Said private roadway shall be maintained by the owners herein, as per Sunset Acres Improvement Maintenance Agreement as recorded in the Pierce County Auditor's office #9601050628.

2. In the event that the lot owner places any improvement in any said easement area as designated per this document and subsequent legal subdivision, said lot owner is responsible for damage or replacement due to use of said easement by party to which said easement has been granted or have been granted or have the benefit of.

3. Said Improvement Maintenance Agreement shall extend to adjoining property owners and shall remain in force until such time as the described private roads are taken over by Pierce County for maintenance and repair.

(b) Every lot described above shall be subject to assessment for maintenance of said private roadway and storm drainage plan. This assessment is \$350.94, to be increased by 3% per year thru the year 2034, and which shall be paid annually on or before the 15<sup>th</sup> day of March as approved by the majority of the lot owners by a ballot vote in 2014. The annual road maintenance and storm drainage assessment may be adjusted at any time by a majority vote (See 6.1 Amendments). Lot owners located behind the community gate shall be assessed an amount adequate to operate, repair, and maintain the gate. (Payments required under this section will be in addition to Common Expenses, 5.15)

Lots 4 and 5 shall be exempt from paying Road maintenance dues, as they access their residences directly from SR 702 without use of Sunset Acres interior roads. These lots are still required to pay their portion of the liability coverage insurance premium.

(c) The Sunset Acres Road and Storm Drainage Maintenance Fund shall be owned jointly by all of the lot owners (except Lots 4 and 5 for the reasons specified above) of the SAHOA and shall be used only for the repair and maintenance of existing roads and storm drainage system expenses. The Fund may also be used for insurance premiums for the liability coverage coincidental to the use and maintenance of the road, as well as attorney fees related to the existing

roads and storm drainage. The SAHOA (board) shall hold and administer such funds render an annual report of receipts and disbursements and shall serve without compensation.

- (d) The SAHOA shall have the power to perfect and prosecute, pursuant to the laws of the State of Washington a lien against any lot for which the annual maintenance assessment has not been paid within thirty (30) (Marti gave 60 days) after due date **AND** thereof, which lien shall accrue interest at the rate of 12% annum until paid. In addition, any annual maintenance assessment which is not received within thirty (30) days after the due date shall be subject to a late charge in the amount of \$35.00.

Liens levied per this agreement for nonpayment of assessments for maintenance or repair of roadway as provided herein shall be at all time subordinate to the lien of a VA or FHA loan. If there is a disagreement between this declaration and the Improvement Maintenance Agreement recorded under Pierce County Auditors No. 9601050628 for Sunset Acres this Declaration shall supersede and control. This Fund and applicable assessments shall remain in effect until Sunset Acres private internal roads are taken over by Pierce County for maintenance and repair.

**2.3 SETBACKS.** All buildings shall be located a minimum of 40 feet from the edge of the private road easement and a minimum of 30 feet from side lot lines. (See Exhibit 1 attached hereto)

**2.4 ADDITIONAL PROPERTY.** Additional property may become subject to this Declaration in the following manner:

SAHOA shall have the right to bring within the scheme of this Declaration additional properties in future stages of acquisitions of this development (i.e., Phase III, IV, etc., of Sunset Acres). The additions shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions (CC&R's) with respect to the additional property and which shall also provide for membership of lot owners in the Association.

### ARTICLE III

**3.1 MEMBERSHIP.** Every person or entity who is the record owner of a fee interest in any lot which now hereafter subject to this Declaration, or to any Supplemental Declaration executed and is recorded by the DECLARANT or the Association, shall be a member of the Association; provided that such person or entity who holds such interest merely as a security for the performance of an obligation (bank, mortgage company, etc) shall not be a member.

**3.2 VOTING RIGHTS.** Each member, as defined above, shall have one vote per lot providing that member is in good standing with paid up dues (current with no fines or liens.)

## ARTICLE IV

**4.1 STICK BUILT & MANUFACTURED HOME ARCHITECTURAL REQUIREMENTS.**

Sunset Acres architectural standards for homes, accessory equipment, structures and other improvements are as follows:

- (a) **Homes.** All homes (manufactured and stick built) and garages must meet the architectural style and exterior specifications of the ACC. This, for example, includes such things as roof pitch, dimensions, design, exterior appearance, and materials specified by the ACC. Only new, current-year (year placed on lot) manufactured and stick-built homes which meet these requirements and have not been previously occupied may be placed constructed in Sunset Acres. The home orientation and location on the individual lot must be approved by the ACC. Any variation of these requirements will require approval on a case-by-case basis from the ACC. Absolutely no single wide homes or manufactured homes are allowed in Sunset Acres.
- (b) **Garages.** Site-built garages are required to be constructed on all sites contemporaneously with the construction of the home. Garages (attached and detached) in close proximity to the home (within 50 feet) must be of the same exterior materials as the home, must be painted the same colors as the home and must have raised panel doors. Log homes with semi-attached or detached garages shall be permitted to use siding on the garage which is complimentary to the log home, however the garage must have the same roofing material and exterior colors as the log home. Garage roofs on attached garages must "mate" with the roof dormer of manufactured homes. Garages attached to manufactured homes must have a roof pitch which matches home. In any event, all garage plans shall be submitted at the same time as the home plan for review and approval by the ACC.
- (c) **Rain Gutters and Drainage.** All homes (manufactured and stick built) and garages will have full-length rain gutters with down spouts which match the exterior body or trim color and drain in accordance with Pierce County Code specifications. Positive drainage away from the home will be maintained at all times. Drainage must be constructed so that water is drained away from home sites and slopes. Resident will not alter the drainage of the lot without written permission from the ACC.
- (d) **Colors and Materials.** To ensure architectural uniformity and aesthetics, all homes (manufactured and stick built), accessory equipment, structures, and all other improvements are to be painted with ACC approved base and trim colors; samples provided by buyer.
- (e) **Siding.** All homes (manufactured and stick built) and garages must have exterior siding that meets ACC approval. Front elevations must display horizontal siding, log siding, brick/stone siding, or approved cedar shake-like siding which is to return around the corners.

- (f) **Roofs.** All roofs shall have a minimum slope of 4/12 (four feet of rise for each 12 feet of run). All homes (manufactured and stick built) and garages must have a composition asphalt shingle, tile, cedar shake, or standing seam metal or cedar-shake-roof. Under no circumstances will corrugated metal roofing be allowed. Any other substitutes must receive written approval from the ACC.
- (g) **Concrete Work.** A wood deck or concrete walkway landing and steps to the front entry door, at the sliding glass doors, and all other entries are required. The garage floor shall be concrete. All walkways shall be a minimum width of thirty (30) inches. All concrete areas shall meet Pierce County code requirements.
- (h) **Air Conditioning.** Air conditioners and heat pumps shall not be located where they can be seen from the roadway, or where noise will unnecessarily disturb others. Drippings from air conditioners must be drained away from the home and may not fall onto the ground beneath the home.
- (i) **Utilities.** All utility meters supplied by different manufacturers must be calibrated. All connections for water, electricity, storm drainage, telephones, and the septic systems are the responsibility of the homeowner in accordance with Pierce County and state code requirements and permits obtained by homeowner.
- (j) **Site Preparation.** In order to minimize drainage problems and maintain the aesthetics of Sunset Acres, the finish grade elevation and the finish floor elevation of the home must be in accordance with attached Exhibit 1.
- (k) **Building Permits.** Building permits are required **before** construction or installation of certain accessory equipment and structures, and such equipment and structures must comply with all Federal, state and local laws and ordinances. The homeowner shall obtain all required building permits. All repairs and replacements and other work must comply with all applicable laws and regulations. **Before any construction commences, proof of receipt of the appropriate permit must be given to the ACC.**
- (l) **Minimum Size of Dwelling.** Minimum square footage requirements for a one-story home (manufactured or stick built) shall be 1,200 square feet of living space exclusive of garage and porches. The total minimum square footage requirement for split level, or two-story residences, exclusive of garages and porches, shall be 1,400 square feet, with the main floor to be not less than 750 square feet.

**4.2 BUILDER SITE PREPERATION / CONSTRUCTION APPROVAL.** Following written approval by the ACC of complete construction plans, plot plans and ACC checklist for the single-family dwelling garage and out-building(s) to be constructed, logging, clearing and grading shall be permitted as necessary to complete said construction. Builder/owner is responsible for obtaining all necessary application and permits prior to commencing work.

A minimum 25-foot buffer of native trees (commencing at the edge of the private road easement) must remain across the front property line (lot line to lot line). No trees may be removed from said 25-foot buffer without specific written permission (or denial for safety

reasons) of the ACC. This excludes hazard trees. Under no circumstances will clearing be allowed to occur with the wetland or wetland buffer on any lot.

Septic drain fields and/or their accompanying reserves may be allowed in the 25' side and back yard set-backs if necessary. Septic installations in the buffer areas described herein must be approved by ACC and will be considered on a case by case basis.

**4.3 CONSTRUCTION APPROVAL.** ALL building shall commence, only after the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, and location of the same, designed in accordance with ARTICLE IV and attached Exhibit I, shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location to, and its effect upon surrounding structures, topography, wells, and drain fields.

If the ACC fails to approve or disapprove a properly submitted design and location within thirty (30) days after such plans and specifications have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with but in any event shall be constructed as allowing an improvement to violate the CC&Rs. All plans, specifications and plot plans are to be submitted to the ACC at the following address: SAHOA, PO BOX 178, McKenna, WA 98558.

**4.4 CONSTRUCTION TIME.** Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, within eight (8) months from the issuance of the building permit, except for reason beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. Construction must be continuous and diligently pursued until such building is fully completed, painted, or otherwise finished.

**4.5 LANDSCAPING.** Front landscaping must be completed within twenty (20) months from the issuance of the building permit, which is inclusive of the lawn, rockery, shrubbery, etc. for the front yard. ALL landscaping plans, including retaining walls and rockery plans must be submitted and approved by the ACC *prior* to installation.

**4.6 DRIVEWAYS.** Owner shall install or contract a 12-inch diameter corrugated metal, concrete culvert, or corrugated plastic under each driveway approach. The culvert will be laid according to the County's specifications to ensure proper flow of storm drainage in ditches.

Any damage caused by driveway connections to the private road shown on the plot or to the ditches or shoulders of the road or to the flow of draining water along the said road, shall be repaired at the expense of the owners connecting such driveways.

**4.7 FENCES. PRIOR TO INSTALLATION OR MODIFICATION.** ALL fencing must be approved by the ACC. For the purpose of this section, all references to the "front platted roadway" are for measurement purposes, and is the sixty (60) foot road easement (extending thirty feet each side of the center of the road) as recorded on the large lot plat. No fencing is allowed within the utility and road easement; reference Article II, paragraph 2.1: Easements.

- (a) In accordance with Exhibit 2 (attached) all fencing bordering the front platted roadway, or installed within forty (40) feet from the front platted roadway including



side fences, must be of a consistent pattern, style, and color scheme, all of which is subject to ACC approval. **The ACC will approve a fence based on its aesthetics, conformity to the neighborhood, and preserves a level of architectural uniformity.** Any types of material not specifically prohibited and within general accepted standards for tasteful fencing are available to fulfill both the owner's functional needs as well as a pleasing appearance, and may be proposed for ACC approval.

- (b) All posts, rails, pillars, columns, or walls must be installed in a professional, workmanlike manner, to include placement in a straight line. All fencing bordering or within forty (40) feet from the front platted roadway shall be installed level, not running up or down with the lay of the property unless there are elevation variations that make it impractical to do so. In such cases, the ACC may approve a variation. All fencing within forty (40) feet from the front platted roadway shall not exceed six (6) feet in height.
- (c) Any gates must complement the fence design and the general appearance of the Sunset Acres community. Latches and hardware must remain rust-free and in workable condition. Fixtures and appurtenances to a fence or gate, such as signs or statuary, must also be submitted to the ACC for approval prior to installation.
- (d) The only chain link fencing allowed within forty (40) feet from the front platted roadway, including the side fences, shall be black vinyl coated, for which top support rails and bottom rail tension wires are mandatory. Posts and rails must also be either vinyl coated, or painted black to match the vinyl. If matching paint of the fence parts is chosen, submitted to the ACC and approved, it shall be subject to the special covenant and agreement for maintenance set forth in the following section. Absolutely no barbed wire, poultry wire, welded wire fencing, or chain link fence, except as permitted above, will be allowed within forty (40) feet of the front platted roadway. Electric wires for agricultural containment may be allowed within the front forty feet of the front platted roadway of any property only if it is aesthetically integrated into an approved fence. Any such electrical wiring must be installed in accordance with the manufacturer's specifications and conform to all applicable construction and safety codes, including required labels or warning signs.
- (e) Wood fences must utilize like materials for posts and rails, i.e., all material must be cedar, or all must be treated wood, etc. Optionally, wood fences may be stained or painted. All stain and paint colors must be coordinated with the color scheme of the home, and must be approved by the ACC **before** application to the fence. Any stained or painted fencing must be kept free of blistering, peeling or discoloration. Any owner choosing to stain or paint the fence specially covenants and agrees that the ACC may monitor the fence appearance by annual visual checks, and to perform needed upkeep within a reasonable time after notification, the time period for performance to be arranged with the ACC. Failure to abide by this special covenant may result in such sanctions as may be determined by the SAHOA Board of Directors.

**4.8 OUT-BUILDINGS.** Any outbuildings, including barns, garages, storage buildings and well-houses must be approved in writing by the ACC as to location, colors,

designs, size (width, length, and height) and exterior materials **prior to commencing construction**. Said approval shall be at the discretion of the ACC and shall be on a case-by-case basis.

- (a) **Roof.** Standard roof may have a minimum slope of 4/12 (four feet rise to twelve feet of run.) Other approved roof styles include Gambrel and Monitor style. Metal roofs are allowed along with asphalt shingles and wood shakes. [See section 4.1(f)]
- (b) **Exterior Material.** Wood, stucco, brick and metal siding are allowed. T-11 or similar with exterior pattern is also allowed, but under no circumstances will plywood or used metal be allowed.
- (b) **Utilities.** Any and all electrical, plumbing or any other permit requiring modifications made to an ancillary structure must be approved by Pierce County and any other agency with jurisdiction prior to work commencing.

**4.9 FUEL AND WATER TANKS.** All fuel (heating oil) tanks, water tanks or similar facilities shall be constructed in such manner as to be concealed from view of the street which is the point of access in the event property is fronted by roadway on more than one side, and must be approved by any and all governing agencies (including the DOE and Pierce County), which have jurisdiction over issuing permits and/or approvals for these items.

Any fuel and water tanks, structures, fences, sheds, not in accordance with these minimum requirements or written approval of the ACC are subject to removal by the ACC or its contractor. The homeowner will be responsible for ALL costs of removal which shall include, but not limited to, labor charges, mileage, hauling cost, dump charges, clean up and attorney fees.

**4.10 SATELLITE DISHES.** All satellite dishes exceeding two (2) feet in diameter must be installed behind the respective dwelling unit, so as not to be in view of the street which is the point of access to the dwelling.

## ARTICLE V

**5.1 BUSINESS & COMMERCIAL USE.** No lot shall be used for any other use than one detached single family dwelling and out-buildings and not multifamily use. No trade, craft, business, profession, commercial or manufacturing enterprise of any kind shall be conducted or carried on upon any lot or within any building located on a lot without express written consent from the ACC. nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be visible from the street, outside any building on any lot.

**5.2 MAINTENANCE OF STRUCTURE & LANDSCAPING.** All structures including pasture and yard fences upon a lot shall at all times be maintained in good condition and repair. The area(s) between the physical edge of the road, and the road and utility easement line shall be left clear of brush, noxious weeds, debris and/or trees by said lot owner. Sloped banks upon any lot shall be properly watered and maintained by the owner thereof. Sloped banks shall be:

planted with erosion control type of plants. Homeowners are responsible for damage caused by water run-off from their lots.

If a lot remains undeveloped, the owner is responsible for keeping the road easement area clear from debris, bushes and/or trees.

**5.3 VEHICLES.** Any recreation vehicles and/or commercial vehicle, including but not limited to boats, campers, motor homes, buses, trucks and trailers – whether operable or not – of any kind shall not be parked, stored, maintained or constructed in the front yard of any home. No unsightly vehicles shall be stored outside upon the property for more than fourteen days. Homeowners must park their vehicles on the driveway, in the garage or on their lot, not on the street, in a fashion as to comply with the above noted requirements. No street parking for Homeowners is allowed. Violators of this section are subject to removal of the vehicle without notice of any kind at vehicle owner's expense.

**5.4 ANIMALS.** The raising of livestock, small animals and pets, including poultry, is permitted, provided that:

- (a) Any parcel upon which livestock are raised must be fenced by the owner to prevent access to the wetlands and associated wetland buffers by grazing animals. Said fencing must be installed prior to the introduction of livestock to the parcel.
- (b) Only the maximum number of domestic animals as allowed by Pierce County regulations will be kept on each lot. Dogs are required to be confined on their respective lot, or on a leash when taken off the lot and accompanied by the owner.
- (c) Domestic animals must not be raised for commercial purposes
- (d) Any barn, feedlot, hen house or other concentrated enclosure for livestock and poultry shall be maintained not less than 30' from any adjoining property line.

**5.5 GARBAGE AND TRASH.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lot so as to be a detriment to the neighborhood, as determined by the ACC, nor shall they be allowed to become a fire hazard.

No building material of any kind shall be placed outside or stored outside upon the property except during construction. All building materials including landscape materials shall be placed within the boundary lines of the lot.

**5.6 NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value as determined by the ACC.

**5.7 WATER AND SEWAGE SYSTEMS.** Only Pierce County and State of Washington approved water supply systems shall be permitted on any lot. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all governmental agencies having jurisdiction of such systems.

**5.9 TEMPORARY RESIDENCE.** No mobile home, trailer, tent, shack, garage, barn, or structure of a temporary character, or any other outbuilding shall be used on any lot at any time as residence, except during re-construction of residence. Only during re-construction shall owner be permitted to reside in a single-wide trailer, RV or camper on the lot and shall be permitted to reside\* in said vehicle up to eight (8) months from the date of commencing construction. \*(See 4.4)

**5.10 DRILLING, MINING, ETC.** Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

**5.11 MAILBOXES.** Mailboxes are required to be U.S. Postal System approved.

**5.12 SIGNS.** All permanent signs and advertising devices for display to public view, except during the initial build out, are prohibited except one sign not to exceed 365 square inches, which advertises the lot (whereon posted) for sale. "A" Boards that advertise "Open House" will be allowed if taken down daily. Permanent signs are those signs displayed for more than 14 days in any 30-day period.

**5.13 FIREARMS.** Sport or target shooting of any type is prohibited within the property.

**5.14 HOMEOWNERS ASSOCIATION.** Every lot owner, by acceptance of a deed or contract for such lot, is hereby deemed to covenant and agree to membership in the SAHOA, for the purpose of owning property and property rights as common area for the benefit of all homeowners, and for the purposes of maintaining, repairing, replacing, or improving any such property or any improvements placed thereon. Such membership shall be appointment to the lot owned by such lot owner and may not be transferred except by sale or transfer of the lot itself. Every lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by the Sunset Acres Association. The SAHOA shall have the power to perfect the and prosecute, pursuant to the laws of the State of Washington, a lien against any lot for which the dues have not been paid within thirty (30) days after the due date thereof, which lien shall accrue interest at the rate of 12% per annum until paid. Liens levied per this agreement for nonpayment of home owners dues shall be at all times subordinate to the lien of a VA or FHA loan.

The SAHOA shall be managed by an elected Board (as per the Bylaws.)

**5.15 COMMON EXPENSES.** The following expenses shall be considered expenses in common with all the lot owners: maintenance of common areas, landscaping, etc., which is for the mutual benefit of all property owners. Common expenses shall be inclusive of the cost liability and casualty insurance in whatever amount is reasonable and deemed appropriate. Common expenses will also include incidental items for the operation of the SAHOA to include association mailings and meeting requirements.

The assessment shall be SIXTY-SIX DOLLARS AND FIFTY-FIVE CENTS (\$66.55) per year, per lot for the operation and maintenance of all common areas utilized by and for the large lot subdivision known as SUNSET ACRES and other approved common expenses. The payment of such dues will be collected by the Homeowners Association annually on or before the 15<sup>th</sup> day of March. Common expenses will be collected in addition to the Sunset Acres Road and Storm Drainage Maintenance Fund designated in Section 2.2 (b). Any dues payment which is not received with 30 days after its due date shall be subject to a late charge in the amount of \$35.00.

#### 5.16 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

A. EXISTING CAPITAL IMPROVEMENT: In addition to the annual assessments outlined in 2.2 (b) the Association Board of Directors may levy in any assessment year a special assessment upon the lots of Sunset Acres, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair, or replacement of an existing capital improvement upon the Common Areas of Sunset Acres. Any such special assessment shall have the assent of the majority of written ballots returned to the Board's secretary. With said ballots, information sent to all lot owners at least thirty (30) days prior to a meeting called for this purpose. Any lot owner that fails to return their ballot will be considered as not present (a minimum of 21 ballots must be returned for the special assessment to be approved).

The following exceptions will apply:

(1) If the cost of an unexpected repair, reconstruction, or replacement is less than five hundred dollars (\$500.00), a special assessment for such repair may be approved by two thirds (2/3) vote of the Board of Directors. The Road and Storm Drainage Maintenance Fund will not be used unless the requirements of section 2.2 (c) are met.

(2) Repair, reconstruction, or replacement of an existing road or storm drainage system must use like materials. The funds must already be available in the Road and Storm Drainage Maintenance Fund for said repairs, reconstruction, or replacement. If additional funds are required, then section 5.16(A) applies.

B. NEW CAPITAL IMPROVEMENTS: New Capital Improvements shall be approved by two thirds (2/3) vote of returned ballots of the lot owners of Sunset Acres HOA with the exception of an improvement costing less than five hundred dollars (\$500.00) which may be approved by the Sunset Acres Board of Directors with a two thirds (2/3) approval vote of the board members. Home owners must be given 30 days to return ballots to the Board's secretary prior or at a meeting duly called for this purpose. The Road and Storm Drainage Maintenance Fund shall not be used for any new capital improvement.

C. NOTIFICATIONS FOR CAPITAL IMPROVEMENTS: All lot owners of Sunset Acres shall be mailed or hand delivered written notice of proposed capital improvement(s) a minimum of thirty (30) days prior to a ballot count or any meeting to discuss the capital improvement assessment.

(1) Written notification of a proposed capital improvement shall include a ballot, cost of proposed improvement(s), description of the improvement(s), and reason for the project.

(2) If a meeting is necessary the Notification shall state the date, time, location, and what is to be discussed at this meeting.

**D. THE ABILITY TO LIEN:** The SAHOA shall have the power to perfect and prosecute, pursuant to the laws of the State Washington, a lien against any lot for which such approved special assessment(s) have not been paid in 30 days after the due date thereof, which lien(s) shall accrue interest at the rate of 12% per annum until paid. In addition, any special assessments shall be subject to a late charge of \$20.00 per lien. Liens levied per this agreement for nonpayment of special assessments shall be at all times subordinate to the lien of a VA or FHA loan.

**5.17 ATTORNEY FEES.** In the event the SAHOA finds it necessary to consult an attorney with respect to non-payment of any assessment or dues levied against any lot herein, or if an attorney is retained to commence a suit or any other actions with and/or the SAHOA shall be entitled to recover the attorney's fees so incurred, together with costs. Said costs and attorney's fees shall include, without limitation, costs and attorney's fees incurred in any appeal or in any proceedings under any present or future bankruptcy act or state receivership, and costs and attorney's fees incurred in any post-judgment collection effort.

**5.18 NON-LIABILITY OF ACC AND HOMEOWNERS ASSOCIATION MEMBERS.** Neither the ACC nor the Homeowners Association, nor any member thereof, shall be liable to any owner, occupant, or builder, for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or members thereof, provided that the member acted in good faith and on the basis of the facts as known to them.

## ARTICLE VI

**6.1 AMENDMENT.** This Declaration can be amended at any time by affirmative majority vote of lot home owners of Sunset Acres HOA with the use of written ballots; any ballots not returned to the Board's Secretary will be considered not present at a meeting duly called for the purpose of considering the amendment. The ballot and information explaining the reason for any proposed amendment must be mailed to all lot owners a minimum of thirty (30) days prior to the date of the meeting held for the proposed amendment. The information to be included with the ballots must include an explanation of the necessity of the change and what is to be added and or deleted so that lot owners can make an informed vote. The date and location of the vote count must also be provided with the ballot. (See exception A below).

**Exceptions:** Any amendment to section 2.2 (c) and 5.16, of the declaration, must be approved by a two thirds (2/3) vote of the Sunset Acres HOA lot owners returned ballots; unreturned ballots will be considered as not present.

Any amendment to Article 6.1 requires a vote of approval from one half (1/2) of the SAHOA lot owners. Unreturned ballots will be considered as not present.

**6.2 ENFORCEMENT.** The Board or ACC shall have the right to enforce any provision of this Declaration or to recover damages plus 15% for overhead and administrative expenses resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, if the violation is deemed a health or safety hazard and should be dealt with immediately, the ACC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass and take steps necessary to correct the violation. Other violations may be dealt with at the district court level. This action is not limited to health and safety issues, however. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien on such lot. Failure of the Board or the ACC to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

(a) **FINE SCHEDULE.** A fine is a one-time charge, and/or daily charge, which the Board may assess if a homeowner or resident violates any provision of the CC&Rs or fails to correct a violation within a stated number of days after notification. The fines set forth below are in addition to, and not in lieu of, any other remedy the Board or Association may impose for violations. Violation notices shall be in writing and served on the owner as set forth in section 6.4. The length of time for correction will depend on the severity of the matter plus a reasonable amount of time for correction of the violation as determined by the Board.

1. **"Minor Violations"** are defined as acts or conduct by a homeowner or resident involving matters which are easily remedied. Examples include parking and garbage and trash violations. In these situations, a lot owner or homeowner may be asked to correct the violation within 1 to 7 days after receiving the notice.
2. **"Major Violations"** are defined as acts or conduct by a homeowner or resident involving matters that can be remedied. Examples may include a fence in violation or not maintaining road and utility easements. In these situations, a lot owner or homeowner may be asked to correct the violation within 7 days to two weeks after receiving notice.
3. **"Critical Violations"** are defined as acts or conduct by a homeowner or resident that involves a compelling or substantial violation, and which, after notice, is not corrected. Examples may include occupying a temporary residence when not building, improper building materials, noxious or offensive activity, or safety and health violations. Under these circumstances, a lot owner or homeowner may be required to correct these violations within 7 days to one month.

(b) One-time charges include the following:

- Up to \$100.00 (one hundred dollars) **Minor Violations**
- Up to \$500.00 (five hundred dollars) **Major Violations**
- Up to \$1,000 (one thousand dollars) **Critical Violations**

In addition to the one-time charges above, the Board may assess daily charges up to the total amount of a one-time violation. Listed below is the schedule of daily charges:

- Up to \$5.00 (five dollars) per violation **Minor Violations**
- Up to \$15.00 (fifteen dollars) per violation **Major Violations**

Up to \$30.00 (thirty dollars) per violation **Critical Violations**

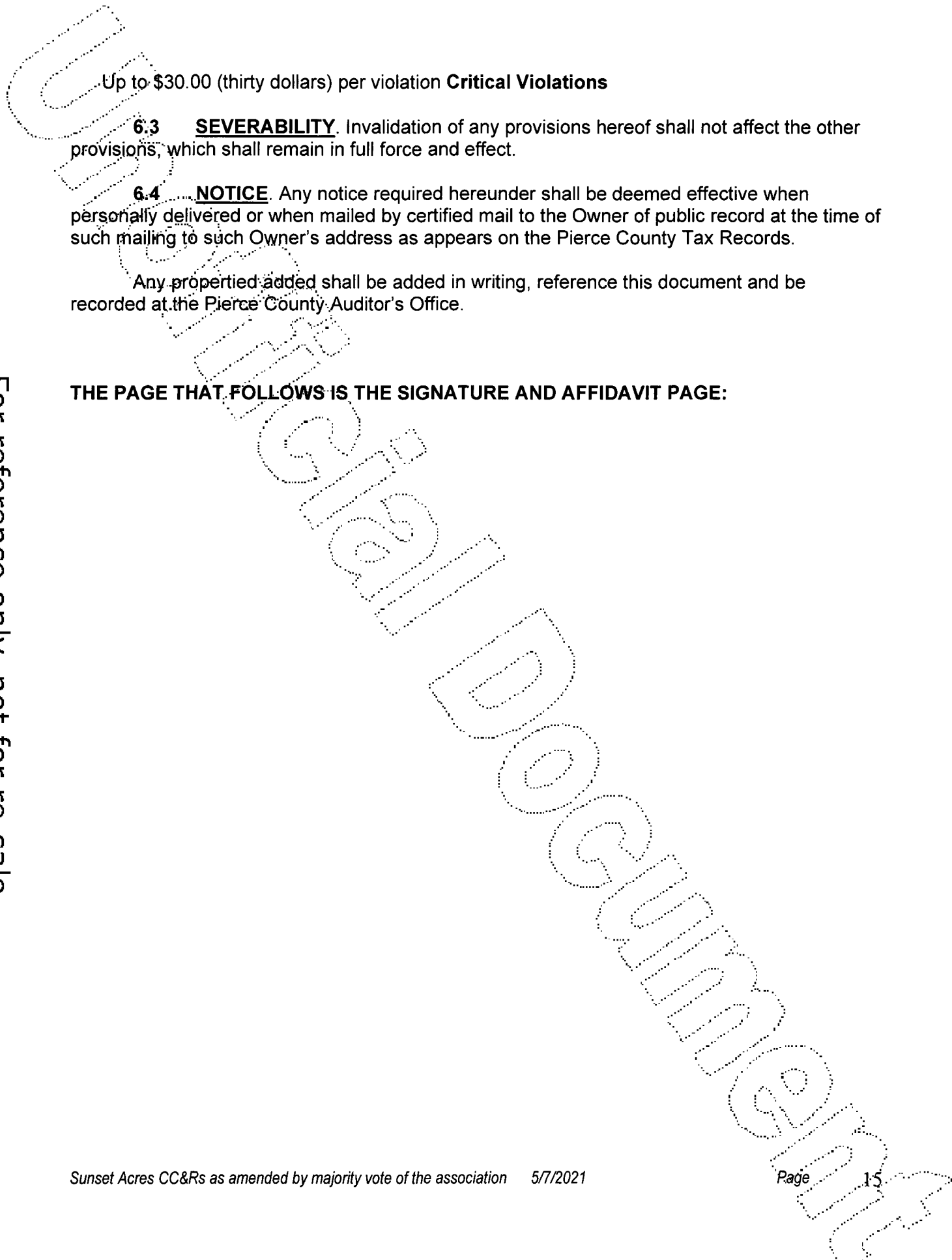
**6.3 SEVERABILITY.** Invalidation of any provisions hereof shall not affect the other provisions, which shall remain in full force and effect.

**6.4 NOTICE.** Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the Owner of public record at the time of such mailing to such Owner's address as appears on the Pierce County Tax Records.

Any properties added shall be added in writing, reference this document and be recorded at the Pierce County Auditor's Office.

**THE PAGE THAT FOLLOWS IS THE SIGNATURE AND AFFIDAVIT PAGE:**

For reference only, not for re-sale.





IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this 28<sup>th</sup> day of January, 2021.

SUNSET ACRES HOME OWNERS ASSOCIATION

BY:

[Signature]  
President – Chad Norman

ATTEST:

[Signature]  
Secretary – Corri Lewis

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) ss

On this 28<sup>th</sup> day of January 2021, before me personally appeared Chad Norman and Corri Lewis to me known to be President and Secretary, respectively, of SUNSET ACRES HOME OWNERS ASSOCIATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by and on behalf of said corporation.

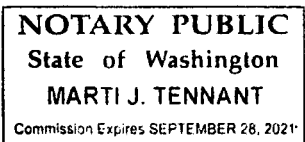
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

[Signature]

Notary Public in the State of Washington,

residing at ROY, WASHINGTON

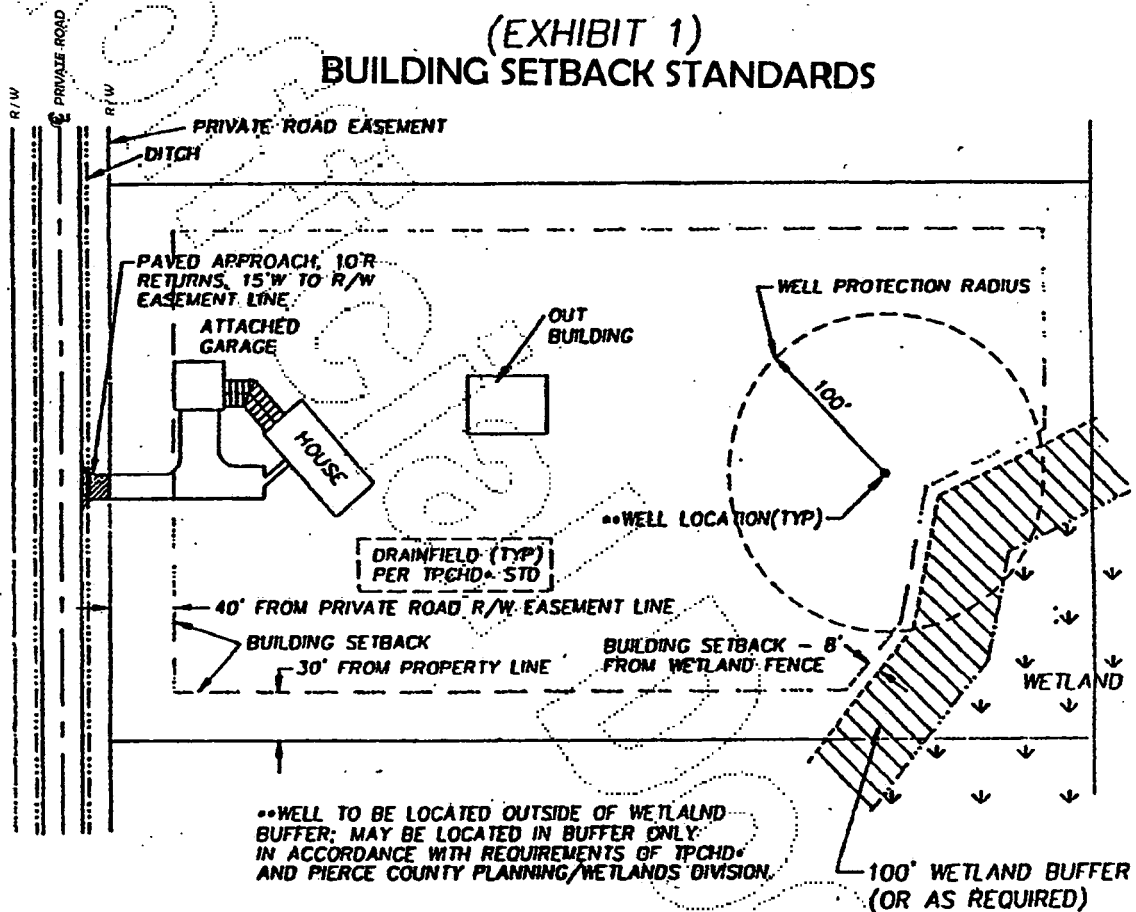
My commission expires: 9-28-2021



For reference only, not for re-sale.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this 28<sup>th</sup> day of January, 2021.

(EXHIBIT 1)  
BUILDING SETBACK STANDARDS



• TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

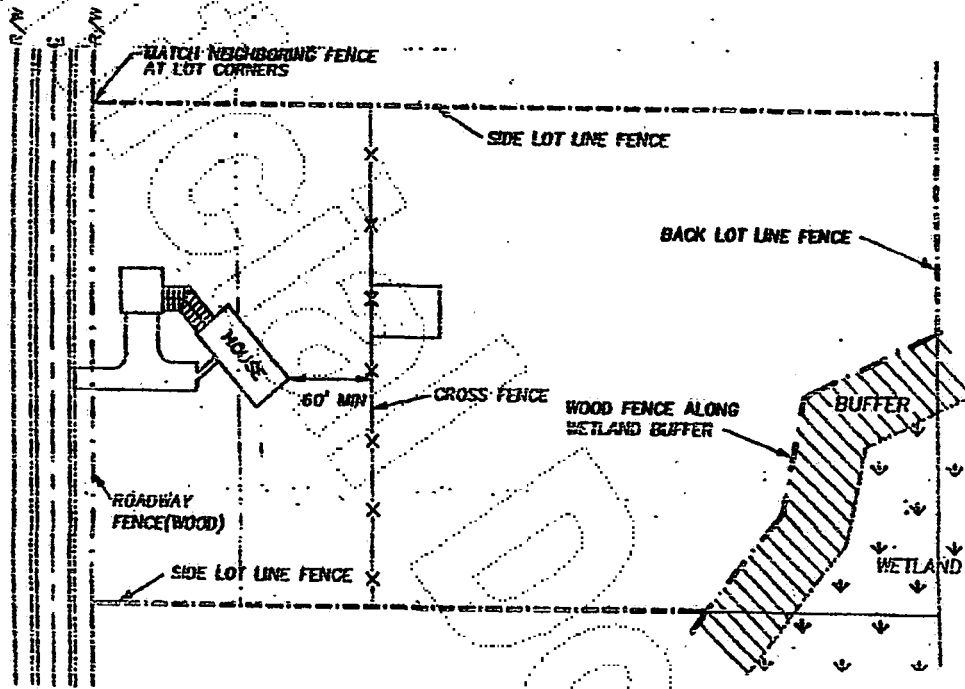
FOR ILLUSTRATIVE PURPOSES ONLY

MINIMUM FINISHED FLOOR ELEVATION: (SEE RECORDED LARGE LOT A.F.N. 9601190255)

For reference only, not for re-sale.

# SUNSET ACRES

FENCING STANDARDS  
(EXHIBIT 2)



For reference only, not for re-sale.