



FILED FOR RECORD AT REQUEST OF:
Cone Gilreath Law Offices
P.O. Box 337
Cle Elum, WA 98922

Tax Parcel Nos. 680834/20-14-26040-0002; 700834/20-14-26040-0004; 951927/20-14-26000-0001; 951928/20-14-26000-0002; 951929/20-14-26000-0003; 951930/20-14-26000-0004; 951931/20-14-26000-0005; 951932/20-14-26000-0006; 951933/20-14-35000-0001; 951934/20-14-35000-0002; 951935/20-14-35000-0003; 951936/20-14-35000-0004; 951937/20-14-35000-0005; 951938/20-14-35000-0006; 951939/20-14-35000-0007; 951940/20-14-35000-0008; 951941/20-14-35000-0009; 951942/20-14-35000-0010; 951943/20-14-35000-0011; 951944/20-14-35012; 951945/20-14-35000-0013 & 951946/20-14-35000-0014

DescrR: Parcels 1 through 8 and 11 through 14, of Survey recorded under Kittitas County Auditor's Recording No. 200606160014, being portions of Sees 26, 35, and 36, Twp 20 N, Rge 14 EWM, Kittitas County, Washington; and Parcels 15A through 24A, of Survey recorded under Kittitas County Auditor's Recording No. 200806130002, a portion of the NE ~ of Sec 35, Twp 20 N, Range 14 EWM, Kittitas County, Washington.

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS

Ref. (etencd) lllmlber(s): Record of Survey under Kittitas County Auditor's #'s 2006~6~160@1 and 200806130002

Declarant:
1. Hembree and Associates, Inc., a Washington Corporation
2. Sun Country Golf Resort Holdings, LLC, a Washington Limited Liability Company

Legal Description:
Parcels 1 through 8 and 11 through 14, of Survey recorded under Kittitas County Auditor's Recording N:p~200606160014, being portions of Sees 26, 35, and 36, Twp 20 N, Rge 14 EWM, Kittitas County, Washington; and **Parcels 15A through 24A,** of Survey recorded under Kittitas County Auditor's Recording No. 200806130002, a portion of the NE ~ of See 35, Twp 20 N, Range 14 EWM, Kittitas County, Washington.

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200606160014 and 200806130002

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Assessor's Tax Parcel ID Number(s):

680834/20-14-26040-0002; 700834/20-14-26040-0004; 951927/20-14-26000-0001; 951928/
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26000-0005; 951932 / 20-14-26000-0006; 951933 /20-14-35000-0001; 951934 / 20-14-35000-
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20-14-35000-0009; 951942 /20-14-35000-0010; 951943 /20-14-35000-0011-; 951944/20-14;..
35012; 951945/20-14-35000-0013 & 951946/20-14-35000..0014

THIS DECLARATION of covenants, conditions, restrictions, easements and reservations for Sun Country St. Andrews and Sun Country Ridge is made by Sun Country Golf Resort Holdings, LLC, a Washington Limited Liability Company, and Hembree and Associates, Inc., a Washington corporation (collectively "Declarant"), as of this day of _____, 2008.

RECITALS

A. This Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Sun Country St. Andrews and Sun Country Ridge is prepared for the purpose of assuring the mutual interests and expectations of homeowners and Declarant. It is the purpose of these provisions to make the home owning experience rewarding and pleasant for all lot owners. Much thought and research has gone into these provisions in order to protect and enhance the value of the investment; promote an enjoyable recreational lifestyle; and offer and sustain a quality living environment for all within the residential community.

B. Declarant Sun Country Golf Resort Holdings, LLC, and Hembree and Associates, Inc. (hereinafter "Declarant") are the owners of the subject property. The Covenants, Conditions and Restrictions contained herein shall be administered by Sun Country Maintenance Association ("SeMA"), or its successors or assigns, in a manner which integrates, coordinates and assures orderly and consistent development.

C. Sun Country St. Andrews consists of eight (8) residential lots, each of which is subject to an easement for the operation and maintenance of a golf course. Sun Country St. Andrews is described as follows: Parcels 1 through 8 of that certain Survey as recorded June 16, 2006, in Book 32 of Surveys, at pages 205-212, under Auditor's Recording Number 200606160014, records of Kittitas County, Washington, being a portion of Sections 26, 35 and 36, Township 20 North, Range 14 E.W.M., Kittitas County, Washington.

D. Sun Country Ridge consists of fourteen (14) residential lots, each of which, except lot 24A, is subject to an easement for the operation and maintenance of a golf course. Sun Country Ridge is described as follows: Parcels 11 through 14 of that certain Survey as recorded June 16, 2006, in Book 32 of Surveys, at pages 205-212, under Auditor's Recording Number 200606160014, records of Kittitas County, Washington, being a portion of Sections 26, 35 and 36, Township 20 North, Range 14 E.W.M., Kittitas County, Washington; and Parcels 15A through 24A of that certain Survey as recorded June 13, 2008, in Book 35 of Surveys, at pages 74 through 77, under Auditor's Recording Number 200806130002, being a portion of the North-east Quarter of Section 35, Township 20 North, Range 14 E-W.M., Kittitas County, Washington.

C. Administration of these covenants, conditions, restrictions and reservations shall be applied in a manner consistent with the overall utilization of Sun Country Estates. Enforcement shall be coordinated through the SCMA.

NOW, THEREFORE, Declarant declares that the property, and every portion thereof, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the property and which shall be binding on all parties having any right, title, or interest in the property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I.

DEFINITIONS

1.1 Definitions. Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in any project documents, shall have the following meanings:

(a) "**Assessment**" shall mean periodic charges established by Declarant or its designated property manager to be paid by lot owners for administration of these covenants and provisions including, but not limited to, design and lot improvement, review and approval; interpretation and enforcement of use restrictions, conditions, covenants, and all other aspects of this Declaration; and other charges set forth herein. Assessments shall include three (3) separate charges: (i) regular assessments; (ii) special assessments; and (iii) service charges.

(b) "**Construction**" and "**Constructed**" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing structure.

(c) "Declarant" shall mean Sun Country Golf Resort Holdings, LLC, and/or Hembree and Associates, Inc., or such successor or assign as Declarant may designate in writing recorded in the records of the Auditor of Kittitas County.

(d) "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations as it may from time to time be amended.

(e) "Easement Areas" shall mean those portions of real property (including the improvements and facilities thereon) designated as the Easement area to be utilized for the construction, operation and maintenance of Declarant's golf course. The easement area will be owned by each individual lot owner, subject to a perpetual easement for the construction, operation and maintenance by Declarant, its successors or assigns of Declarant's golf course.

(f) "Fairway Lot" shall mean any lot that is adjacent or contiguous to any fairway or other portion of the Sun Country Golf Course.

(g) "Golf Course" shall mean the Sun Country Golf Course, and all real and personal property appurtenant thereto. The golf course may be expanded or modified as determined reasonable or appropriate by Declarant.

(h) "Improvement" shall mean any man-made undertaking which would modify the physical appearance of any lot including construction of structures (residences, guest houses, garages, shops, sheds, pools, gazebos, platforms, decks or constructed patios); driveways, parking pads or other surface modifications where a vehicle will be parked or driven; or any other construction activity which would result in material impacts on adjoining properties and/or owners. Improvement shall also include any remodel or addition to an existing structure. No improvement shall occur except in compliance with Article III.

(i) "Lot" shall mean each legally platted parcel of land or other parcel created by exempt segregation within the property.

(j) "Manager" or "Property Manager" shall mean SCMA or such entity appointed by SCMA to manage and administer the Declaration and perform duties and responsibilities hereunder with respect to management, maintenance, repair, assessment and enforcement within the properties described herein.

(k) "Mortgage" shall mean a recorded mortgage, deed of trust or other real estate interest that creates a lien against a lot.

(l) "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a lot.

(m) "Owner" shall mean the record owner of fee simple title to a lot within the property, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. If a lot is sold under a recorded contract for sale, the purchaser (rather than the fee owner) shall be considered the "owner" of the property.

(n) "Owner's Association" shall mean Sun Country Maintenance Association, (SCMA).

(o) "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

(p) "Plans" shall mean site plan, building plan and landscape plan presented for review and approval by SCMA or Manager.

(q) "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, swimming pool, rockery, dog run, or the like.

1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

II

PROPERTY AND EASEMENTS

2.1 Property.

2.1.1 Property Subject to Declaration. This Declaration of Covenants, Conditions, Restrictions, Easements and Reservations shall be specifically applicable to the following described real property situated in Kittitas County, Washington:

Sun Country St. Andrews is described as follows: Parcels 1 through 8 of that certain Survey as recorded June 16, 2006, in Book 32 of Surveys, at pages 205-212, under Auditor's Recording Number 200606160014, records of Kittitas County, Washington, being a portion of Sections 26, 35 and 36, Township 20 North, Range 14 E.W.M., Kittitas County, Washington.

Sun Country Ridge is described as follows: Parcels 11 through 24 of that certain Survey as recorded June 16, 2006, in Book 32 of Surveys, at pages 205-212, under Auditor's Recording Number 200606160014, records of Kittitas County, Washington, being a portion of Sections 26, 35 and 36, Township 20 North, Range 14

E.W.M., Kittitas County, Washington; and Parcels 15A through 24A of that certain Survey as recorded June 13, 2008, in Book 35 of Surveys, at pages 74 through 77, under Auditor's Recording Number 200806130002, being a portion of the Northeast Quarter of Section 35, Township 20 North, Range 14 E.W.M., Kittitas County, Washington.

2.2 Designation of Easement Areas. All of the lots designated above, except lot 24A, are subject to a permanent easement for construction, operation and maintenance of a golf course. Said Easement is attached hereto and shall lie outside the Development Envelope established by Declarant with respect to each lot.

2.2.1 Entry Monument and Landscaping. Declarant hereby reserves the right to construct entry monuments and landscape access locations associated with Declarant's golf course designated herein and provide for the repair, maintenance, replacement and operation of entry facilities or controls and landscaping. Entry improvements may include monuments, lighting, gates and electronic access controls (or security system) as determined appropriate by Declarant.

2.3 Reconfiguration of Golf Course. Declarant (or any successor in interest) reserves the right to modify, reconfigure, alter or replace all or any portion of the golf course as determined appropriate by Declarant. The Golf Course may be discontinued or vacated by Declarant or any successor in interest,

2.4 Easements for Utilities. Declarant hereby creates and reserves a utility easement within the exterior 5 feet of each lot for the purpose of locating sewer, water, and power facilities serving the properties.

III.

DESIGN REVIEW, IMPROVEMENT STANDARDS AND USE RESTRICTIONS

3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to establish design criteria and use restrictions which preserve and enhance the residential environment and assure quality of workmanship, materials, design, maintenance and location for any and all structures and improvements within the property above described. To promote such continuity and conformity, each lot subject to this declaration shall be subject to and the development or construction of any improvement shall be subject to these Covenants, Conditions and Restrictions and shall also be subject to the Articles of Incorporation and By-Laws as now or shall be established or shall in the future shall be amended by SCMA.

3.2 Local Codes. All buildings or structures shall be constructed in accordance with the applicable codes and regulations of Kittitas County, Washington. In the event of a conflict between any applicable codes and these covenants, the more restrictive provision shall govern.

3.3 Appearance. Unless otherwise approved by SCMA, the following design/construction requirements shall apply.

3.3.1 Roofing. No residence or other building within the development shall have a composition (i.e., asphalt, three-tabbed shingles), flat gravel or tarred roof. Acceptable roofing material shall consist of wooden shingles or shakes, architectural composition or tile; provided, however, that modern roofing materials, including metal, generally acceptable and used in high-quality residential construction shall be allowed if reviewed and approved by SCMA.

3.3.2 Residence Exterior. No residence shall be less than 1800 square feet, excluding attached garage. All exterior portions of any residence or other Structure shall be constructed of brick, stone, stucco, wood product or composite product/material approved by SCMA. The architecture of each residence (including siding) shall be uniform and consistently applied to all exterior sides of the single-family residence. Those portions of the structure not constructed of ornamental masonry or brick shall be painted with two coats of paint or stain in colors consistent with development design and standards established by SCMA. No residence or other Structure shall be erected which contains synthetic siding such as fiberglass or aluminum; provided, however, that modern siding materials generally acceptable and used in high-quality residential construction may be allowed following review and approval by SCMA. All wood siding shall be individual board siding, or board and batten such as cedar or redwood; no plywood sheathing, T-111, or similar type siding shall be allowed.

3.3.3 Garages. Each residence shall be constructed with a garage that holds at least two (2) but no more than three (3) full-size vehicles. Each garage shall be accessible by not less than two and not more than three garage doors. All automobiles (including pick-ups) must be parked in the garage or driveway of the residence. Guest vehicles may be parked on the street (if necessary) for a temporary period, not to exceed thirty (30) days, associated with the visit. A recreational vehicle garage may be constructed if approved by SCMA.

3.3.4 Entry Walks, Porches and Decks. All front entry walks shall be concrete, exposed aggregate concrete, pavers or other products approved by SCMA. All decks and wood porches shall be constructed of approved wood products or comparable high quality material approved by SCMA.

3.3.5 Driveways. All driveways shall be constructed of concrete, exposed aggregate concrete paving, pavers or other materials approved by SCMA.

3.3.6 Fences/Hedges. Individual lots (and improvements thereon) shall be integrated with golf course facilities to provide an open landscaping theme. No fences or landscaping hedges (unless approved by SCMA as part of the landscaping plan) shall be allowed on any property line bordering the golf course. Side lot perimeter fencing adjacent to adjoining residential properties may be installed, provided such fencing is

consistent with overall aesthetics and architectural design for the area, does not extend beyond the development envelope, does not impair views to the golf course by adjacent owners, and is reviewed and approved by SCMA. Limited fencing and privacy screening of a deck, patio or limited backyard area may be permitted upon review and approval by SCMA. No front yard fencing shall be allowed on any lot.

3.3.7 Chimneys. Any fireplace chimney shall be constructed of brick, rock or other suitable product -approved by SCMA.

3.3.8 Utilities. All utilities installed within any lot or parcel shall be installed underground.

3.3.9 Mailboxes. Mail boxes shall be locking and shall be purchased and installed in conformity with United States Postal Service requirements. It is anticipated that mailboxes will be installed in one or more existing mailbox "pods" serving adjacent property. The cost of purchasing the individual mailbox shall be the responsibility of the lot owner.

3.4 Landscaping and General Property Maintenance.

3.4.1 Approval of Landscaping Plan. All landscaping shall be subject to the approval of SCMA. The term "landscaping" shall include an in-ground sprinkler system and shall be predominantly comprised of native shrubs, trees and bushes. The installation of lawns is to be discouraged and the utilization of native, low water consuming plantings is to be encouraged.

3.4.2 Appearance of Lot. The Property and each of the Lots shall be used solely for residential and appurtenant recreational purposes as limited by the terms of this Declaration. Specifically, the Owners and their respective lessees, tenants, agents, employees and related parties: (i) shall not engage in or conduct any trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind ("commercial activity") other than home occupations permitted under the ordinances of Kittitas County, and (ii) shall not store, warehouse, park, keep or otherwise maintain goods, equipment, vehicles or materials used in connection with any commercial activity and shall not park, store, dismantle or repair any vehicles or equipment of any nature on any Lot or any Easement with the Property, and (iii) shall not undertake, permit or engage in any noxious or offensive activity including but not limited to discharging of guns or the creation of excessive levels of noise on any Lot, and (iv) shall not undertake, permit or engage in any acts or omissions on any Lot which may be or become an annoyance or nuisance to other Owners, and (v) shall not permit any unsightly conditions to exist on any Lot including, but without limitation, litter, trash, junk: or other debris, inappropriate, broken or damaged furniture or debris, non-decorative gear, equipment, cans, bottles, ladders, trash barrels or other such items. In the event that any owner of property shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, garbage, unused motor vehicles or other unsightly growth or

objects, SCMA may proceed with enforcement pursuant to Section 4.3 to abate or remedy the condition or violation. Such entry shall not be deemed a trespass and, for purposes of such entry each lot owner hereby grants to SCMA an irrevocable license to enter upon their respective property.

3.4.3 Limitations on Landscaping. The use of large trees as part of an owner's landscaping plan shall be discouraged and no tree, shrub or other planting shall obstruct the outward view of any other property owner. In the event a lot owner's landscaping includes any trees or other plants which establish a root system under the golf course, the subject lot owner or owners shall be solely responsible for all costs incurred to repair any damage caused directly or indirectly by such landscaping. In addition, Declarant shall have the right, but not the obligation, to order removal of any tree, shrub or plant causing damage to its golf course (irrespective of height) as determined by Declarant. The cost of removal shall be borne solely by subject lot owner.

3.4.4 Landscape Installation. All landscaping must be completed within ninety (90) days from the date of issuance of the certificate of occupancy; however, with good cause shown, SCMA may extend this term. All lots shall be maintained in a neat and orderly condition during construction.

3.5 Use Restrictions. All lots, except 24A, are subject to an Easement retained by Declarant for the construction, operation and maintenance of Declarant's golf course. No owner may utilize the easement area in a manner inconsistent, in Declarant's sole determination, with Declarant's intended use of said Easement area. The Easement area is intended to be used only as a golf course or amenity to Declarant's Golf Course. The current golf course is subject to revision and/or configuration including, but not limited to, redesign of golf holes (including routing, greens, fairways, etc.); modifications or additions to the existing 18-hole golf course; and reconfiguration of associated amenities; Declarant may in its sole discretion vacate or discontinue the golf course.

3.6 Residential Uses. Residential or development envelopes are reserved for single-family residential purposes and shall be subject to the following use restrictions designed to preserve, protect and enhance the residential character of such properties:

3.6.1 Parking. No campers, trailers, motor homes, recreational vehicles, boats or trailers (boat, utility, camping, horse or otherwise) or commercial-type trucks (25,000 lb. gvwt or larger) shall be parked or permitted to remain on any lot, unless the same is stored or placed in a garage or in an approved screened carport. No such vehicles shall be parked overnight on any street adjoining a single-family residence; provided that such vehicles belonging to Guests may be temporarily parked in driveways or curbside areas adjoining the single-family residence. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any lot or in the street right-of-way for more than 72 hours.

3.6.2 Signs. No sign of any kind shall be displayed which is visible to the public or from the Golf Course on any lot, except for customary "For Sale" signs. This restriction shall not apply to any lots owned by Declarant or authorized builder during the courts of construction.

3.6.3 Animals. No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All domestic animal enclosures must be kept in a clean, neat and odor-free condition at all times. Any dog must be controlled when outdoors and must be on a leash when outside the owner's parcel. In the event that SCMA determines that any pet is a nuisance, the owner shall be responsible for correcting or alleviating the nuisance and otherwise controlling the animal. All owners shall also comply with applicable governmental laws, codes, ordinances, and regulations pertaining to pets and animals.

3.6.4 Temporary Structure. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any lot as a residence, either temporarily or permanently. Contractors may locate temporary offices on site during a period of construction and upon approval by SCMA.

3.6.5 Clothes Lines. No permanent clothes line may be erected on any lot.

3.6.6 Radio and Television Aerials/Satellite Dishes. No television or radio aerial shall be erected or placed on any lot. No satellite receiving dishes more than twenty-four (24) inches in diameter may be permitted without review and approval by SCMA.

3.6.7 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so far as not to be visible from adjoining structures, streets or roadways. No lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard waste and debris resulting from landscaping work or construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.6.8 Offensive Activities. No offensive activity including, but not limited to, the creation of excessive levels of noise, shall be carried on or in any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other owners or tenants.

3.6.9 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the property. All owners shall use underground service wires to connect any structure to electric or telephone utility facilities.

3.6.10 Damage. Any damage to streets, improvements, entry structure or monuments, fences, landscaping, mailboxes, the golf course, lights and lighting standards by lot owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by SCMA (or Declarant in the case of damage to Declarant's golf course) at the sole cost and expense of owner causing such damage. Lot owners shall be responsible for any damage to glass or other property caused by golf balls from the golf course and shall hold the owners of the Golf Course, their SUCCEssor and assigns harmless from any liability due to golfing activities on the Golf Course.

3.6.11 Fairway Lots. In addition to the use restrictions set forth above, all fairway lots shall be subject to the following additional restrictions:

(a) No sign of any kind shall be displayed to the public view from the Golf Course, with the exception of one (1) "For Sale" sign of not more than five (5) square feet;

(b) No structure or enclosure for the purpose of containing pets shall be allowed except for a small dog run if properly screened and landscaped;

(c) No fences, walls or other hedges shall be erected on lot lines abutting Golf Course fairways or fairway envelopes; and

3.7 Golf Course Activities - Fairway Lots. Fairway lots are situated immediately adjacent to Sun Country Golf Course and owners recognize and accept the risk associated with such location and golfing activities. Sun Country Golf Course is a public facility with rounds of golf played during daylight hours; course maintenance and improvement activities conducted on a regular basis, including, but not limited to, operation of irrigation systems and mowing equipment; and that golfers will occasionally misplay golf balls into lots. Each of these activities is recognized and accepted and shall not constitute a nuisance or otherwise be supportive of legal claim, demand or cause of action. The lot owners shall further take such activities into consideration in the design, location and occupancies of any residences located on fairway lots.

3.8 Golf Course Owner. The covenants, conditions and restrictions shall be deemed to inure to the mutual benefit of the owner of the golf course, its successors and assigns, and all remedies available to lot owners shall be available to the owner of the golf course, its successors and assigns, and to the lot owners and their heirs, successors, and assigns, as well as any other remedies available at law or in equity. For any fairway lot, the restrictions and requirements applicable thereto and contained herein may not be waived, modified, altered or adjusted without the prior written approval of the owner of the Golf Course, its successors and assigns, which approval may be withheld in said owner's sole discretion.

3.9 Architectural Review Committee. There shall be an Architectural Review Committee of the Owner's Association consisting of three (3) persons. Two members shall be appointed from the members of the Board of Directors of the Owner's Association and one member shall be James Hembree or Cherie Hembree (or their designee). In the event that a member of the Committee resigns, dies or is unable to serve, a successor may be appointed by a majority vote of the members of the Board of Directors of the Owner's Association for the balance of the unexpired term.

The Architectural Review Committee may unanimously designate one or more of its members or a third party to act for and on behalf of the Architectural Review Committee with respect to both ministerial matters and the exercise of the discretion vested in the Architectural Review Committee by the terms hereof, subject to review by the Architectural Review Committee at the request of any member thereof. The address of the Architectural Review Committee shall be the registered office of the Association. The affirmative vote by a majority of the entire Architectural Review Committee is required for a decision of the Architectural Review Committee. No member of the Architectural Review Committee shall have financial obligation of any kind based upon his/her actions as a member of the Architectural Review Committee. The Architectural Review Committee shall have sole and absolute authority to review and approve, on such conditions and with such limitations that it deems appropriate, all construction, improvement and development actions and undertakings of any nature on any portion of the Property or on any of the Lots now or hereafter developed or subdivided from the Property. An Owner shall not undertake to construct, erect, place, remodel, add-to, change or alter any dwellings, buildings, barns, out-buildings, garages, structures of any nature or purpose, or any fence, gate, wall or other structure on any portion of the Property or upon any Lot until the building plans, specifications and site plan showing the location of such dwellings, buildings, out-buildings, garages, structures or fence, gate, wall or other structure have been reviewed and approved in writing by the Architectural Review Committee. The determination by the Architectural Review Committee to approve or disapprove any building plans, specifications or site plans shall be within the sole discretion of the Architectural Review Committee. The Architectural Review Committee shall strive to insure the conformity and harmony of external design with other structures within the Property and shall approve the location of dwellings, buildings, out-buildings, garages, structures or fences with respect to preservation of existing views, topography and finished ground elevation.

The approval or rejection of plans, specifications and site plan by the Architectural Review Committee shall be set forth in writing and the Owner of any proposed dwellings, buildings, out-buildings, garages, structures or fence shall not commence land clearing, development or construction unless or until the Architectural Review Committee has delivered its written approval of all such plans and specifications; provided, the Architectural Review Committee may request additional information, additional design or details before it is required to render its determination regarding the submitted plans and specifications. In the event that the Architectural Review Committee, or its designated representative, fails to approve or reject any such plans and specifications

within thirty (30) calendar days after the later of: (i) its request for clarification or supplemental or additional information; or (ii) the original submission to it of plans and specifications that, by the written acknowledgement by the Architectural Review Committee are complete and acceptable for review, the approval of the Architectural Review Committee shall be conclusively presumed to have been given to such plans and specifications.

All plans, specifications and site plan required to be submitted to the Architectural Review Committee shall be submitted by mail to the address of the Architectural Review Committee consisting of three (3) sets of 8-1/2 by 11 inch copies, and each shall be signed by the owner of the Lot or his authorized agent and shall contain the name and address of the person submitting the same and the Lot to be involved, and shall set forth the following with respect to the proposed structure: (a) site plan; (b) floor plans; (c) front and rear elevations; (d) outline specifications; (e) legal descriptions and addresses for the Lot(s); (f) the builder's name, phone number, and contact person; (g) such other information as may be required by the Architectural Review Committee to determine whether such structure conforms with this Declaration, and the standards set forth by the Architectural Review Committee.

IV.

MANAGEMENT AND ADMINISTRATION

4.1 Owner's Association. Sun Country Maintenance Association (SCMA) is designated as the entity which shall provide the following: (a) enforcement of covenants, conditions, restrictions or reservations applicable to the lots subject to this Declaration; (b) recommending and proposing advice on overall care, maintenance and servicing of properties; and (c) communicating with property owners and residents regarding community matters .

. 4.2 Administration of Declaration/Covenants. SCMA shall have the responsibility for enforcement of the provisions of this Declaration. The failure of any owner to comply with the provisions of this Declaration, will give rise to a cause of action to SCMA and any aggrieved lot owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of SCMA, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

4.3 Enforcement of Covenants/Assessments. SCMA shall have the right to enforce, by any proceedings at law or in equity, these conditions, covenants, restrictions and reservations including the right to enforce any and all regular assessments, special assessments or service charges; enforcement and foreclosure of liens; and recovery of

costs, expenses and damages reasonably incurred with respect thereto. Any enforcement shall be subject to the following procedures and notifications:

4.3.1 Notice of Violation. A notice of any violation or breach of covenants, conditions or restrictions hereunder shall be provided to a lot owner, with such notice specifically identifying the violation or breach and establishing a reasonable period of time for cure of such violation or breach. In the event a violation or breach which causes immediate harm or threat to residents or properties within the property subject to this declaration, SCMA is authorized to immediately take action (without-notice) in order to abate the immediate and threatened violation or breach, or otherwise protect properties and residents subject to this declaration.

4.3.2 Opportunity to Cure. Lot owner shall be provided with a reasonable period of time in which to cure, correct or abate any asserted violation or breach of the covenants, conditions or restrictions contained herein. The period for cure, correction or abatement shall be established by SCMA (in the exercise of its sole discretion) and determined in light of the nature of the violation or breach; the reasonable time required for cure, correction or abatement and such other factors as determined reasonable or appropriate by SCMA.

4.3.3 Enforcement. In the event a lot owner fails to cure, correct or abate the identified violation and/or breach within the specified period of time SCMA is authorized to take any and all actions reasonable or necessary to remedy the violation or breach including, but not limited to, entry upon the property; enforcement by litigation; or such other remedy as determined reasonable and/or appropriate. Failure, delay or omission by SCMA to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. SCMA may commence such legal or equitable proceedings as are determined to be necessary or proper to correct or enjoin any activity or condition in violation or breach of provisions of this Declaration; enforce and collect assessments and charges; or otherwise assure compliance with the intent of this Declaration.

4.3.4 Costs of enforcement. Any and all costs and expenses incurred by SCMA in the enforcement and/or correction of any violation or breach of the covenants, conditions and restrictions shall be borne solely by the property owner. Costs and expenses shall include any and all costs of litigation, including but not limited to reasonable attorney's fees, filing fees, expert witness and discovery costs and expenses, deposition, and transcript fees, and any and all other costs and expenses reasonably incurred in the enforcement and correction of the violation or breach.

4.4 Membership. The Owners of any portion of the Property and of each of the Lots comprising the Property shall automatically, upon becoming the Owners of that Lot, become a Member of the Owner's Association, and shall remain a Member thereof until such time as his or her ownership of a Lot comprising the Property ceases for any reason,

at which time his or her membership in the Owner's Association shall automatically cease.

4.4.1 Transferred Membership. Membership in the Owner's Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the portion of the Property or of the Lot to which it is appurtenant; and the Membership shall immediately transfer to the new Owners. Any attempt to make a prohibited transfer is void. When a Lot is transferred to the new Owners, the Owner's Association shall have the right to record the transfer of Membership upon its books, and thereupon the old Membership outstanding in the name of the former Owners shall be null and void. A fee may be charged by SCMA to effect the change of membership.

V.

ASSESSMENTS

5.1 Assessments. SCMA shall establish assessments to individual lots for the promotion of the health, safety and welfare of residents; provide for repair, maintenance and operation of facilities; administer and enforce provisions of these covenants, conditions and restrictions; and otherwise provide for the coordinated and integrated management of the lots or parcels subject to this Declaration. All regular and/or special assessments shall be an amount identical on a "per lot" basis as the regular or special assessments imposed by SCMA with respect to Sun Country Estates Divisions I, II, and III, except that lots 1-8 (Sun Country St. Andrews) are not anticipated to utilize water from the SCMA water system and the assessments (regular or special) with respect to those lots shall reflect an appropriate reduction as those assessments fund the water system for maintenance and improvement.

5.1.1 Regular Assessments. SCMA shall determine and fix the amount of an annual assessment (regular assessment) against each lot. The regular assessment shall fund and establish reserves for: (i) administration and enforcement of covenants, conditions and restrictions (including design review); (ii) maintain, repair and replace infrastructure and improvements serving lots within the development; (iii) defray administrative costs incurred by SCMA and their agents in the performance of their duties; and (iv) for such other purposes as may be deemed appropriate for the collective benefit and welfare of owners. The regular assessment shall be levied on an equal basis against each lot.

5.1.2 Special Assessments. Special assessments are those extraordinary assessments which may be determined and fixed by SCGHRA to pay for extraordinary and unanticipated expenses deemed by the board to be in the best interest of the owners. Any such assessment shall be levied on an equal basis against each lot.

5.1.3 Service Charges. Service charges are assessments imposed on an owner for services provided by SCMA unique to the specific lot and/or owner, or for any act or omission of the owner which is contrary to or in conflict with this Declaration. The amount of the service charge shall be based on all reasonable costs and expenses incurred by SCMA in the enforcement, cure or abatement of a breach or violation of this Declaration; interest on said costs and expenditures; allocations for administrative or management charges; and all additional charges, costs or expenses arising from or related to such enforcement, cure or abatement.

5.1.4 Water Charges. It is anticipated that SCMA will provide domestic water to each lot except lots 1-8. The charges attributable to each lot necessary to operate a public water supply system are currently integrated into the annual (regular) assessment levied by SCMA. It is probable that in the future each residence will be required to provide a water meter and the cost of domestic water supplied to each lot by SCMA will be based on metered usage and will be in addition to regular or special assessments.

VI.

LIEN AND COLLECTION OF ASSESSMENTS

6.1 Assessments are a Lien: Priority. All unpaid sums assessed by SCMA for regular and/or special assessments, service charges or connection fees under the authority of this Declaration shall constitute a lien on the lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the lot in favor of any assessing unit and/or special district, and to all sums unpaid on prior mortgages of record, but shall have priority over all other liens against the lot. A first mortgage that obtains possession through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale shall take the lot free of any claims for the share of common expenses or assessments by SCMA chargeable to the lot which became due before such possession, but will be liable for the assessments and connection charges that accrue after the taking of possession. A lot's past-due share of assessments and connection charges shall be incorporated in subsequent regular assessments to all the lot owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of lots owned by each of them. Notwithstanding any of the foregoing, however, the owner shall continue to be personally liable for past due assessments and connection charges.

6.2 Lien for Assessment/Connection Fee. In the event a parcel owner fails to pay an assessment or connection fee on or before the due date, the unpaid assessment and/or connection fee shall become a lien on the property for all outstanding and unpaid amounts, together with interest at the rate of twelve percent (12%) per annum and any and all additional costs, including reasonable attorney's fees, all costs of enforcement and collection, and all costs of foreclosure. Such lien shall become effective upon the

recording of a notice of lien with the Kittitas County Auditor, which lien may be foreclosed in the same manner as a mechanic's or materialmen's lien under Washington State law (RCW 60.04, et seq.).

6.3 Assessments are Personal Obligations. In addition to constituting a lien on the lot, all sums assessed by SCMA and chargeable to any lot together with interest (at the rate of twelve percent (12%) per annum), late charges, all costs of collection, enforcement and/or foreclosure, and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the owner and any contract purchaser of the lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

6.4 Late Charges and Interest on Delinquent Accounts. SCMA may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum. If an installment on an assessment against a lot is not paid when due, SCMA may elect to declare the entire assessments against the lot for the remainder of the fiscal year to be immediately due and payable.

6.5 Remedies Cumulative. The remedies provided herein are cumulative and SCMA may pursue them, and any other remedies, which may be available under law although not expressed herein, either concurrently or in any order.

6.6 No Avoidance of Assessments. No owner may avoid or escape liability for assessments provided for herein by abandoning his or her lot.

VII.

PROPERTY TAXES

7.1 Tax Statements. Declarant is and shall be solely responsible for the real estate taxes attributable to those portions of each lot upon which the Golf Course easement is located. It is anticipated that Declarant will request that the Kittitas County Assessor issue two tax statements for each lot, one for the development envelope and any property that is not encumbered by the Golf Course easement and a second statement for the portion of each lot encumbered by the Golf Course easement. Declarant, or its successors shall be responsible for payment of the taxes attributable to the easement area. In the event the Kittitas County Assessor does not or will not issue multiple tax statements attributable to any lot the area attributable to the easement shall be calculated by Declarant and the tax attributable to such area shall be paid on demand to the lot owner. If either party does not timely pay the property tax attributable to the statement

sent to each the other party may pay the taxes which shall reimbursed upon demand together with interest from date of payment until repaid at the rate of twelve (12) percent per annum.

7.2 Special Tax Assessment. Portions of each lot may be eligible to be designated as "open space" pursuant to RCW 84.34. In the event Declarant or its successor chooses to apply for special property tax assessment with respect to all or any portion of any lot encumbered by the Golf Course easement the lot owner shall participate and immediately sign all documents necessary to accomplish such change in assessment status and to provide for the continuation of any such assessment status, provided no part of any cost attributed to such application or continuation of such designation shall be borne by the lot owner. In the event that in the future any such designation were to be discontinued because of the action or inaction of Declarant or its successor, any repayment of tax, interest or penalty levied by Kittitas County as a result of such discontinuation shall be the sole responsibility of Declarant or its successor.

VIII.

FAILURE OF SCMA TO INSIST ON STRICT PERFORMANCE _ NO WAIVER

The failure of SCMA in any instance to insist upon the strict compliance with this Declaration or established rules and regulations, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by SCMA of payment of any assessment from an owner, with knowledge of any breach by the owner, shall not be a waiver of the breach. No waiver by SCMA of any requirement shall be effective unless expressed in writing and signed by an authorized representative of SCMA.

IX.

DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

In the event of any casualty, loss or other damage to the common area for which the then current assessments by SCMA are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to SCMA for such restoration or repair, SCMA may make a special assessment against each lot within the property benefited by the improvement or common area for its pro rata share of the cost and expenses to repair and/or restore the common areas. The special assessment shall be payable, at the determination of SCMA, in either monthly or quarterly installments or in a single lump sum amount. SCMA shall notify each lot owner

of any such special assessment not less than twenty (20) days prior to the date such assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of SCMA's estimated costs and expense of repairing and/or restoring the common areas.

X.

DURATION

The covenants, conditions, and restrictions of this Declaration, or as subsequently amended pursuant to this Declaration, shall run with and bind the property and shall inure to the benefit of and be enforceable by the owners, their respective legal representatives, heirs, successors, and assigns, in perpetuity.

XI.

RESERVATION OF DECLARANT'S RIGHT TO AMEND

11.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration for the following purposes:

11.1.1 Mortgage Requirements. As may be necessary to comply with Federal Home Loan Mortgage Corporation ("FHLMC"), or Federal National Mortgage Association ("FNMA") or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first-mortgages or deeds of trust to FHLMC or *FNMA* or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA.

11.1.2 Amendment by Property Owners. Property owners comprising not less than seventy-five (75 %) percent of lot owners may amend this Declaration for the purpose of coordinating, enhancing, facilitating or assuring the development as a golf course and residential development, or is deemed reasonable or necessary for the protection of property interests and values within the property. The amendments may include (but not be limited to) modifications, alterations or supplementations of development standards (structural and landscaping); use and occupancy conditions and restrictions; development and maintenance of common areas and facilities; and reasonable rules and regulations related thereto.

XII.

GENERAL PROVISIONS

12.1 Severability. The provisions of this Declaration shall be independent and severable, and the unenforceability of anyone provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

12.2 Effective Date. This Declaration shall be effective upon recording.

12.3 Assignment. Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration.

12.4 Binding Effect. All present and future owners and occupants of lots or parcels shall be subject to and comply with the provisions of this Declaration, and any amendments thereto. The acceptance of a deed or conveyance for the entry into occupancy of any lot or parcel shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by each such owner and/or running with the land and shall bind any person having at any time an interest or estate in any lot or parcel subject to this Declaration.

12.5 Dispute. In the event of any dispute or cause of action arising from or related to the interpretation or enforcement of provisions of this Declaration, the parties agree to submit such dispute or cause of action to the Superior Court of the State of Washington for Kittitas County. The substantially prevailing party in any such action shall be entitled to an award of taxable costs and of reasonable attorney fees.

12.6 Interpretation. This Declaration shall be liberally construed to effectuate the purpose of protecting and enhancing the value, marketability and desirability of lots and parcels by providing a common plan for the development of the property.

