

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, EASEMENTS AND AGREEMENTS  
FOR  
SUNRISE PLACE TOWNHOMES SUBDIVISION**

**ARTICLE I**

1. PRELIMINARY MATTERS.

1.1 DECLARANT. SUNRISE HOMES SUNRISE PLACE, LLC, (hereinafter "Declarant") is the owner of certain real property described in paragraph 1.2 below. Declarant hereby declares that the real property described in paragraph 1.2 below shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration.

1.2 PROPERTY SUBJECT TO COVENANTS. All of the property which is legally described in the attached Exhibit "A" (Tax Parcel Nos. 144526-000 and 144521-000) and which plat has been recorded with the Clark County Auditor's Office under Auditor's File No. 4281-513928 is subject to the Covenants contained in this Declaration.

1.3 INTENT AND TERM OF THE COVENANTS. The Covenants contained in this Declaration are for the benefit of all the property subject to the Covenants and for the benefit of each and every separate parcel or subdivision of that property. The Covenants shall inure to the benefit of, shall burden, and shall pass with the property, and each and every parcel thereof, and shall apply to and bind the owners of the property subject to these Covenants, their legal representatives, heirs, successors and assigns in perpetuity.

1.4 PROPERTY RETAINED BY THE DECLARANT. Within the Sunrise Place Town Homes Subdivision, Declarant proposes to retain certain community areas and/or facilities for the use, service, or benefit, in common, of the residents of this subdivision. These facilities are herein referred to as "Common Areas" (listed below). Until conveyed to Sunrise Place Homeowners Association (herein "Homeowners Association"), as contemplated herein, the Common Areas shall be under the authority of the Declarant, his successor nominee, which may be, but need not be, the Homeowners Association, to govern use and control the policies of the Common Areas.

Common Areas and right-a-ways defined as:; (as per plat)  
(Description of Common Areas)

- Tract A Landscape and Monument
- Tract B Parking
- Tract C Open Space and Storm Water Facility

## ARTICLE II

### 2. RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

2.1 PERMITTED USES. No lot within Sunrise Place Townhomes Subdivision, or subsequent annexations, shall be used for any purpose other than the construction of a townhome as specified on the Plat Map referenced in paragraph 1.2.

2.2 SQUARE FOOTAGE MINIMUMS. Square footage for town homes to be built shall be as follows:

2.2.1 The total square footage of each town home shall not be less than 1,200 square feet and not more than 2,000 square feet.

2.2.2 No more than 40% of the total square footage on the front facade of each unit may be garage door area.

2.3 BUILDING LOCATION. No building shall be located on any lot in violation of the following setback requirements:

Front to Dwelling Unit:	10 feet
Front to Garage Door:	18 feet
Street Side:	10 feet
Side:	0 or 5 feet if not sharing a common wall
Rear:	5 feet

The special street side setbacks for Lots 19, 25, and 31 shall be 8 feet and for Lots 1, 7 and 13 shall be 7.5 feet. The special side setbacks for Lots 4, 5, 8, 9, 16, 17, 21, 28, 29, 32 and 33 shall be 4 feet. The maximum lot coverage shall be 65 percent and the maximum building height shall be 35 feet. The measurements shall be made perpendicular from the property line to the closest building point.

2.4 NO TEMPORARY DWELLINGS. No trailer, basement, mobile home, shack, garage, barn or any other out-building, or any other structure of a temporary character, shall be used on any lot at any time as either a temporary or permanent residence. Exceptions for construction purposes as defined by Declarant.

2.5 ROOFS AND SIDING. For all modifications to the roof or siding of any town home, the owner must obtain the approval of the Homeowners Association as provided in Section 3.2 herein.

2.6 FENCES. Fences provided by Declarant shall be altered only with the written approval of the Homeowners Association.



2.7 EASEMENTS.

- A. Utility, Sidewalk, and Storm Drainage Easements. Easements for utilities and storm drainage facilities have been reserved to the Declarant and Homeowners Association, as shown on the recorded plat and as recorded in the Clark County Auditor's Office. An easement is hereby reserved under and upon the exterior six (6) feet at the front boundary line of all lots for the installation, construction, renewing, operating and maintaining electric, telephone, television, cable, water and sanitary sewer services. Also, a sidewalk easement, as necessary to comply with ADA slope requirements, shall be reserved upon the exterior six (6) feet along the front boundary lines of all lots adjacent to the public streets. Within the easements for utilities and drainage, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. The owner and occupant of a residential building site will permit access by the owner or occupant of an adjoining or adjacent site to slopes or drainage ways on the property of the former to maintain slopes or drainage, facilities for the protection and use of such adjoining or adjacent site. Each owner shall not block, hinder, nor, interfere with the established drainage pattern over his land from adjoining or adjacent land. The Homeowners Association shall have authority to require an owner, at the owner's expense, to take remedial action for the correction of erosion activity on the owner's lot.
- B. Common Wall Easement.

**JOINT ACCESS, MAINTENANCE AND REPAIR AGREEMENT**

This joint access, maintenance and repair agreement is made by **Sunrise Homes Sunrise Place, LLC**, a Washington Limited Liability Company (hereinafter referred to as "Sunrise") and those *Purchasers/Owners of lots within Sunrise Place Townhouse Subdivision.*

**1. Reciprocal Maintenance and Repair.** All respective Purchasers/Owners of individual lots/structures/units within Sunrise Place Townhomes Subdivision described herewith, and their successors and assigns, shall have the reciprocal right of joint maintenance and repairs over and to their adjoining neighbors structure within Sunrise Place Townhouse Subdivision Plat. There shall be reserved a 4-foot maintenance easement with a 1 ½ foot encroachment into the easement area, in order to permit variations

in design from the adjoining lots/units/structure within Sunrise Place Townhomes Subdivision. No windows shall be allowed along any structure within Sunrise Place Townhomes Subdivision zero lot line development.

C. Covenants Running With the Land.

The restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successor, and assigns, but without limitation, all subsequent owners and all persons claiming under them.

2.8 NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which is or may become an annoyance or nuisance to the neighborhood.

2.9 CONDITION OF THE LOTS. All lots, including vacant lots, shall be maintained in a reasonable, presentable condition. Debris, weeds or other waste material shall be removed or controlled.

2.10 TRASH. No garbage, refuse, or rubbish shall be deposited or kept on any lot or building unit except in suitable containers. All areas for the deposit, storage, or collection of garbage or trash shall be substantially screened from neighboring property, and from the common road and paths. All equipment for the storage or disposal of trash, garbage, or other waste shall be kept in a clean and sanitary condition. No burning is allowed except that conforms to state law and/or Clark County or City of Vancouver ordinances, as applicable. No lot or part of the common area shall be used as a dumping ground for trash or rubbish of any kind.

2.11 ANIMALS. No animals, shall be kept, or allowed to be kept, on any lot or in any residential premises, except that dogs, cats and other household pets are permitted (as defined by Homeowners Association). No grazing animals allowed. Household pets may not be kept, bred or maintained for commercial purposes. Dogs and cats shall be controlled as provided by ordinances of Clark County or applicable municipal entity. Homeowners Association has right to limit quantities of pets and create further restrictions.

2.12 SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

2.12.1 A sign, no larger than 30 inches x 30 inches advertising the property for sale or rent.



2.12.2 The signs used by a builder or builders to advertise the property during the construction and sales period.

2.12.3 A sign designating Sunrise Place Development.

2.13 AERIALS. No television nor radio aerial shall be erected or placed on any residential site which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any residential lot. Measures should be taken to place antennas in the least visible position possible. Cable receiving dishes or any electronic receiving devices are acceptable if not visible from the street.

2.14 DRIVEWAYS. For any modifications to the driveway of any town home, the owner must obtain the approval of the Homeowners Association.

2.15 UTILITY SERVICE. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wires, shall be erected, placed or maintained on the property subject to the Declaration.

2.16 STORM DRAINS. The owner or occupant of any building constructed on any lot within Sunrise Place Townhomes Development, and subsequent annexations, shall maintain in proper working order all roof drains and storm drains as required by the Final Plat.

2.17 COMPLETION PERIOD.

2.17.1 All front yards and landscaping must be completed or maintained in accordance with the Clark County Code with a 5-foot buffer, landscaped to an L1 standard along the east, west, and south property lines, and be landscaped with materials from the approved Clark County plant list within six (6) months from the date of exterior completion of the building or structure constructed thereon and prior to the issuance of an occupancy permit. In addition, owners of all lots shall maintain the required landscape buffers in accordance with the final approved landscape plan set forth in the Final Order of the Land Use Hearings Examiner. Any modification to the existing landscaping must be approved by the Homeowners Association.

2.17.2 In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the Homeowners Association.

2.18 MAINTENANCE NOTICE/ASSESSMENT OF COSTS. When, in the opinion of the Board of Directors of Sunrise Place Homeowners Association, certain maintenance needs to be performed on a lot or lots or on the onsite private road in order to keep them in good repair at all times, the board shall notify the owner by certified mail specifying in said notice exactly what needs to be repaired or maintained. The owner shall then have thirty (30) days from receipt of such notice to perform the necessary maintenance or to make written demand for a hearing before the Board. If a hearing is demanded, the Board shall set a date therefore and give the owner at least ten (10) days notice thereof. The hearing shall be informal and rules of evidence shall not apply. The Board shall render its decision in writing. The cost of such exterior maintenance actually performed shall be added to and become a part of the assessment to which the lot is subject.

### ARTICLE III

#### 3. ARCHITECTURAL CONTROL PROVISION.

3.1 STRUCTURES. No building, fence, hedge, wall nor other structure shall be erected, placed or altered on any lot or building site within the Sunrise Place Townhomes Development until the building plans, specifications and plot plan are submitted by the owner, or his representative, to the Homeowners Association for approval.

3.2 PROCEDURE. The Homeowners Association shall consider, but not be limited to, the following procedure for approving or rejecting the submittals submitted to it: The Homeowners Association shall approve or reject the plans submitted to it within fifteen (15) days from the date of the submission of the plans to the Chairman of the Committee, unless the person submitted the plans consents to an extension of the time for a decision. If the Committee does not issue a decision within fifteen (15) days from the date of the submission of the plans for the proposal, the plans shall be deemed approved. The Committee shall have the right to reject for any reason whatsoever any proposal which it decides is not suitable or desirable. The Committee's decision shall be in writing and, if a proposal is not approved, the decision shall include a brief statement of the reasons for the Committee's action.

### ARTICLE IV

#### 4. CREATION OF LIEN AND PERSONAL OBLIGATION.

4.1 OWNER'S EASEMENT OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas. This easement shall be appurtenant to and shall pass with the title to every lot.



4.2 COVENANT OF COMMON AREAS. At such time or times as the Declarant, or his successor, as developer shall deem Sunrise Place Homeowners Association, a Washington non-profit corporation, financially capable of operation of the Common Areas, it shall convey to the Homeowners Association some or all of the Common Areas; provided that any part so conveyed shall be free of debt encumbrances at the time of conveyance and provided that Declarant shall remain responsible for the repair and maintenance of the Common Areas until such conveyance to the Homeowners Association. Sunrise Place Homeowners Association shall accept each such conveyance, and thereupon shall be vested with authority to govern the areas so conveyed and shall be responsible to operate, maintain, support the area, and pay taxes and assessments on same, and the Declarant thereafter shall have no control over, or responsibility for, the area (except as to the directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide directors in accordance with the Articles or Bylaws of the Homeowners Association. The Declarant may, at its discretion, advance initial operating funds to the Association, which amounts shall be determined by the Declarant and repaid by the Association within two (2) years of the advance.

4.3 MAINTENANCE OF COMMON AREAS. The Homeowners Association shall levy and collect assessments for maintenance, construction, repair and/or restoration of Common Areas, including, without limitation, the storm water facility located in Tract "B" and private roads contained within the subdivision, from each owner on an equal basis as herein provided in the section regarding assessments; provided that, Declarant shall be solely responsible for the repair and maintenance of the private road and storm water facilities for a two-year period commencing on the date of the recordation of this Declaration of Protective Covenants. All Common Areas shall be maintained by the owners and kept in good repair at all times. The Declarant or his successor will be deemed the owner of all lots not sold to other parties for purposes of this section. Each and every calculation and assessment made pursuant to the terms of this section shall be enforceable as any, other assessment as herein provided. The obligation to assess sufficient funds for the maintenance and the obligation to maintain the privately owned road and storm water facility located in tract "B" may not be amended without the prior approval of Clark County, Washington.

4.4 CREATION OF LIEN AND PERSONAL OBLIGATION. Each owner of a lot within Sunrise Place Development by acceptance of the deed to or other conveyance of that lot shall be deemed to covenant and agree to pay any and all assessments provided for in these Covenants. These assessments, together with any interest or cost of collection, shall be a continuing lien upon the property which is the subject of such assessment. Each owner of a lot within Sunrise Place Townhomes Development, and subsequent annexations, shall also be personally obligated to pay the amount of any assessment levied against his property during the time that he is the owner thereof, together with any interest or costs of collection on that assessment personal obligation shall not be released by any transfer of the property subsequent to the effective date of the assessment.



4.5 PURPOSE OF ASSESSMENTS. The assessments levied by the committee shall be used exclusively to maintain the Common Areas in such a manner as to ensure and promote the health, safety and welfare of the residents of Sunrise Place Townhomes Development.

4.6 REGULAR ASSESSMENTS. Once a year the Board of Directors shall determine the amount of money necessary for the ordinary maintenance of the Common Areas. This amount will be equally divided among non-exempt lots in Sunrise Place Development and notice of such assessment shall be given to each property owner in the manner prescribed by the Board. The Board shall establish procedures for the payment of such assessments.

4.7 SPECIAL ASSESSMENTS. If the Board determines that a special assessment is necessary for the extraordinary maintenance of or capital improvements to the Common Areas, the Board shall send a notice of special assessment to the owners of all non-exempt lots within Sunrise Place Development. This notice shall include a statement of the reasons such an assessment is necessary, the amount to be assessed, the method of payment proposed by the Board, and the date and place for a meeting to discuss such a special assessment. This meeting shall be held no sooner than ten (10) days, but not more than fifty (50) days from the date of the notice of special assessment. The meeting will be conducted according to the rules adopted in the Bylaws by the Board. The owner of each non-exempt lot shall be entitled to one vote for each lot owned within Sunrise Place Development. Approval of a special assessment shall require consent of sixty percent (60%) of the non-exempt lots.

4.8 ENFORCEMENT. If any assessment is not paid according to the procedures established by the Board, the amount of the assessment shall bear interest at the rate of twelve percent (12%) and the Board shall file a lien on the property subject to the unpaid assessment for the amount of the assessment plus interest. The Board may bring an action at law to enforce payment of a delinquent assessment against the owner of record of the property subject to the unpaid assessment in order to recover the amount of the assessment and the Board may also take what ever measures are provided for by law to foreclose or collect on the lien filed on the property subject to the assessment. In the event of legal action to enforce or collect any assessment, the prevailing party shall be entitled to recover court costs, reasonable attorney's fees and the other expenses of litigation.

4.9 EXEMPT PROPERTY. All unsold lots or townhomes owned by the Declarant shall be exempt from any assessment provided for herein.



## ARTICLE V

### 5. MEMBERSHIP VOTING RIGHTS.

5.1 MEMBERSHIP. Every owner of a lot shall be a member of the Sunrise Place Homeowners Association and the lot shall be subject to assessment. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

5.2 VOTING RIGHTS. Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any lot.

5.3 MEETINGS. Meetings of the Homeowners Association's members shall be governed by provisions set forth in the Bylaws.

## ARTICLE VI

### 6. MISCELLANEOUS.

6.1 ENFORCEMENT. Any owner of property within the Sunrise Place Townhomes Development shall have the right to enforce the covenants contained in this Declaration through an action at law or in equity. The Homeowners Association shall also have the right to bring such an action in its name. The prevailing party in any action brought to enforce the Covenants contained in this Declaration shall have the right to collect attorney's fees, court costs, and, other expenses of litigation, in addition to any damages which may be awarded.

6.2 WAIVER. The failure to enforce any Covenant contained in this Declaration shall not be deemed a waiver of the right to enforce such a Covenant.

6.3 SEVERABILITY. If any Covenant contained in this Declaration is held invalid, the remainder of the Declaration shall not be affected and shall continue in full force and effect.

6.4 AMENDMENTS. The covenants and restrictions of this Declaration shall run with and bind the land for a term twenty-five (25) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

6.5 HOMEOWNERS ASSOCIATION BYLAWS AND RULES/REGULATIONS. All owners in Sunrise Place Townhomes Development hereby covenant and agree to comply with the Bylaws and duly adopted rules and regulations of the Sunrise Place Homeowners Association, as existing and hereafter adopted and amended, being incorporated herein fully by reference. Failure of an owner to comply with any such Bylaws or rules and regulations shall constitute a violation of these Declarations enforceable pursuant to the provisions hereof or as otherwise provided by law.

6.6 CAPTIONS. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way describe, define or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.


6.7 MUNICIPAL ORDINANCES. These Covenants shall in no way restrict the effect of any ordinance adopted by a municipal corporation having jurisdiction over any portion of the property subject to this Declaration. References to ordinances made in this Declaration shall be construed as reference to the ordinances as they exist as of the date of the recordation of this Declaration or as they may thereafter be amended.

6.8 INTERPRETATION. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration. The Board's good faith determination, construction or interpretation of this Declaration shall be final and binding. In the event of a conflict between this Declaration of Protective Covenants, Restrictions, Easements and Agreements and the Final Plat, Final Plat Notes, and the Final Order of the Land Use Hearing Examiner, then the Final Order of the Land Use Hearing Examiner dated March 2, 2006, shall control as to the interpretation of any inconsistent provisions hereof and, if not determinative, then the Final Plat and Final Plat Notes shall control over any other inconsistent provisions hereof.

IN WITNESS WHERE OF, the undersigned has executed this Declaration on  
10-13, 2006.

SUNRISE HOME BUILDERS, LLC

APPROVED AS TO FORM ONLY:

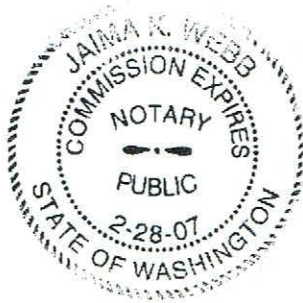
  
By: DARREN BATES, Manager of  
Deputy Prosecuting Attorney Declarant



STATE OF WASHINGTON            )  
  ) ss.  
County of Clark                    )

I certify that DARREN BATES appeared personally before me and that I know or have satisfactory evidence that he signed this instrument as the manager of Sunrise Homes Sunrise Place, LLC, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10-13, 2006.



*Jaima K. Webb*  
NOTARY PUBLIC in and for the  
State of Washington  
My Commission Expires: 2-28-07



# HAGEDORN, INC.

**SURVEYORS AND ENGINEERS**

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

February 23, 2006

**PERIMETER DESCRIPTION  
FOR  
SUNRISE PLACE**

*Exhibit "A"*

Located in the Peter Fulkerson Donation Land Claim being in the Southeast quarter of the Southwest quarter of Section 1, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass plug marking the Northwest corner of the Peter Fulkerson Donation Land Claim as shown in a 2006 "Hagedorn, Inc. Survey"; thence South  $89^{\circ} 05' 34''$  East, along the centerline of NE 82<sup>nd</sup> Street, for a distance of 245.03 feet to a 1/2 inch iron rod marking the Northeast corner of the "Martens tract", as described under Clark County Auditor's File No. 3926555, as shown in a 2006 "Hagedorn, Inc. Survey" and the TRUE POINT OF BEGINNING; thence continuing South  $89^{\circ} 05' 34''$  East, along the centerline of NE 82<sup>nd</sup> Street, for a distance of 85.03 feet to a 1/2 inch iron rod marking the Northwest corner of "Hunsinger Townhomes", recorded in Book 311 of Plats, page 257, Clark County Auditor's Records (2006 "Hagedorn, inc. Survey"); thence South  $03^{\circ} 23' 03''$  West, along the West line of "Hunsinger Townhomes" (311-257), for a distance of 262.94 feet to the Southwest corner thereof; thence South  $89^{\circ} 07' 03''$  East, along the South line of "Hunsinger Townhomes" (311-257), for a distance of 169.98 feet to the Southeast corner thereof, also being on the West line of "Cindy's Parkview Subdivision" recorded in Book 311 of Plats, page 167, Clark County Auditor's Records; thence South  $03^{\circ} 23' 44''$  West, along the West line of "Cindy's Parkview Subdivision" (311-167), for a distance of 377.11 feet to the Southwest corner thereof; thence North  $89^{\circ} 05' 24''$  West, along the South line of the "Sunrise Home Builders, LLC tract", described under Clark County Auditor's File No. 4002900, for a distance of 170.07 feet to a 1/2 inch iron rod as shown in Book 48 of Surveys, page 83, Clark County Auditor's Records; thence South  $02^{\circ} 52' 09''$  West, for a distance of 20.06 feet to a 1/2 inch iron rod (Survey 48-83); thence North  $89^{\circ} 03' 57''$  West, along the South line of the "Sunrise Home Builders, LLC tract", for a distance of 165.07 feet to a 1/2 inch iron rod at the Southwest corner thereof (2006 "Hagedorn, Inc. Survey"); thence North  $03^{\circ} 22' 57''$  East, along the West line of said "Sunrise Home Builders, LLC tract", for a



Perimeter Description for  
**Sunrise Place**  
February 23, 2006  
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distance of 445.96 feet to a 1/2 inch iron rod (2006 "Hagedorn, Inc. Survey");  
thence South 85° 43' 36" East, for a distance of 79.93 feet to a 1/2 inch iron rod  
(2006 "Hagedorn, Inc. Survey"); thence North 03° 23' 50" East, for a distance of  
218.70 feet to the TRUE POINT OF BEGINNING.

CONTAINS 3.57 acres.

EXCEPT County Roads.

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal  
Description of the perimeter of this Plat to the best of my knowledge and belief, and  
that it was reviewed with the care of a prudent surveyor in this locality.

LD2006\Sunrise Place-Perimeter.acb  
05-233



Exhibit "B"

