

(c) Any portion of such property described above and available for annexation into the Subdivision may, at the option of Declarant, its successors or assigns, subject, however, to sub-paragraphs (a) through (b) inclusive, of this paragraph, be so annexed as a condominium, or for use as a multiple-family residential, guesthouse, inn or hotel facility. Should property related to any of such uses not be so annexed, the Association shall, nevertheless, grant to the owners thereof the right to the use and enjoyment of the private streets and parks within the Subdivision, or any other assets of the Association, upon the payment of a reasonable charge for maintenance, repair and upkeep or in return for the reciprocal use and enjoyment of Common Areas of such facilities, or a combination of both.

X. Grantee's Acceptance:

The grantee of any lot subject to the coverage of these declarations, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said declarations and agreements.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any parks, including children's recreational facilities, and public paths, streams or other water courses.

XI. Enforcement:

(a) If any lot owner in the Unit, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for the Association or any other person or persons, firm or corporation owning real property situated within the bounds of the Unit to prosecute and proceed at law or in equity against such person or persons, firm or corporation, violating or attempting to violate said covenants and restrictions, or any of them and either to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the Unit.

(b) The covenants, restrictions and conditions contained in this Declaration or any Supplemental Declaration shall be enforceable by proceeding for prohibitive or mandatory injunction. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded. In any action to enforce any such covenant, restriction or condition, the action to enforce any such covenant, restriction or condition, the party or parties successful in the action shall be awarded costs including reasonable attorneys' fees.

(c) In addition to the remedies stated in subparagraph (b) above, the Association, upon violation or breach of any covenant, restriction or condition contained in this Declaration or any Supplemental Declaration, may enter upon any lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise cure the violation or breach. The costs incurred shall be billed to and paid by the owner or owners

of the lot. If the owner or owners of the lot fail, after demand, to pay such costs then the Association shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Okanogan County, Washington, against the lot of such owner or owners for the amount due and not paid, plus interest from the date of demand for payment at the rate of 8% per annum, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Washington.

XII. Protection of Mortgage, or Deed of Trust Holder:

No violation or breach of any restriction, covenant or condition contained in this Declaration or any Supplemental Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any Supplemental Declaration, except only that violations or breaches which occurred prior to such foreclosure shall not be deemed breaches or violations hereon.

XIII. Miscellaneous Provisions:

(a) Severability: Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(b) Paragraph Headings: The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions herein contained.

(c) No Waiver: Failure to enforce any restriction, covenant or condition in this Declaration or any Supplemental Declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition.

IN WITNESS WHEREOF, the undersigned has executed the within Declaration as of the 23rd day of MARCH, 1970

LIVING ENVIRONMENTS OF WASHINGTON, INC.

By

President

Attest:

Gary F. Lindani
Secretary

STATE OF WASHINGTON)

) SS.

COUNTY OF KING)

On this 23rd day of March, 1970, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles W. Mertel, to me known to be the President, and

572520.

VOL 222 PAGE 259

Gary F. Linden, to me known to be the Secretary, of the corporation that executed the 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



James E. Greene
Notary Public in and for the State of
Washington, residing at Bellingham

572520
FILED FOR RECORD
Henry J. Berg, Jr.
Bellingham WA 98004
70 APR 6 PM 11:56
DIED
300
DIANOSA
OFFICIAL WASH.
PAGE 250
AUDITOR

Indexed
Direct
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672852

BOOK 33 PAGE 1113

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the Board of Directors of the Sun Ranch Owner's Association, acting pursuant to the powers granted it under the Articles of Incorporation, Bylaws as amended and the Declaration of Covenants, Conditions and Restrictions previously executed on the 23rd day of March, 1970, has determined that in order to further and promote the common interest and welfare of the members of the Sun Ranch Owner's Association, the Declaration of Covenants, Conditions and Restrictions mentioned above should be amended, modified and revised,

NOW, THEREFORE, the Board of Directors of Sun Ranch Owner's Association hereby declares that the Declaration of Covenants, Conditions and Restrictions mentioned above shall be and the same hereby are amended, modified and revised as follows:

Article II(c) is hereby modified and revised to state "A mobile house trailer or camper, or other temporary shelter may be used as a temporary residence."

Article II(e) and (g) are hereby deleted from the Declaration of Covenants, Conditions and Restrictions.

Article II(f) is hereby revised and modified to state "All building plans, specifications and plot plans shall be reviewed in advance of any construction and approved by the Okanogan County Health Department and Okanogan County Building Department."

Article IV(f) is revised and modified to state "Restrictions on Signs: No signs or advertising devices of any nature shall be erected or maintained on any lot within the Subdivision or the Unit except as necessary to identify the ownership of such property and its address; or to show such property is for sale or for rent."

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Article V(a), (b) are hereby deleted.

Article VI(a), (b) and (c) are hereby deleted.

In witness whereof, the undersigned has executed the within Supplemental Declaration of Covenants, Conditions and Restrictions as of the 11th day of August 1980.



SUN RANCH OWNER'S ASSOCIATION
By:

President

John E. Boch

Robert M. Loring
FILED FOR RECORD

'80 OCT 27 AM 11 56

Attest:

Lois H. Ehler
Secretary

STATE OF WASHINGTON)
COUNTY OF KING) ss.

REEL 33 PAGE 1113
OKANOGAN COUNTY AUDITOR
OKANOGAN, WASH.

On this 11th day of August, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John E. Boch, to me known to be the President, and Lois H. Ehler, to me known to be the Secretary of the corporation that executed the foregoing instrument, and acknowledged that 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first written above.

Robert M. Loring
Notary Public in and for the
State of Washington, residing at
Edmonds



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Page: 1 of 1
02/13/2002 02:32P
Okanogan Co, WA

Sun Ranch Owners' Association
P.O. Box 1636
Tonasket, WA 98855

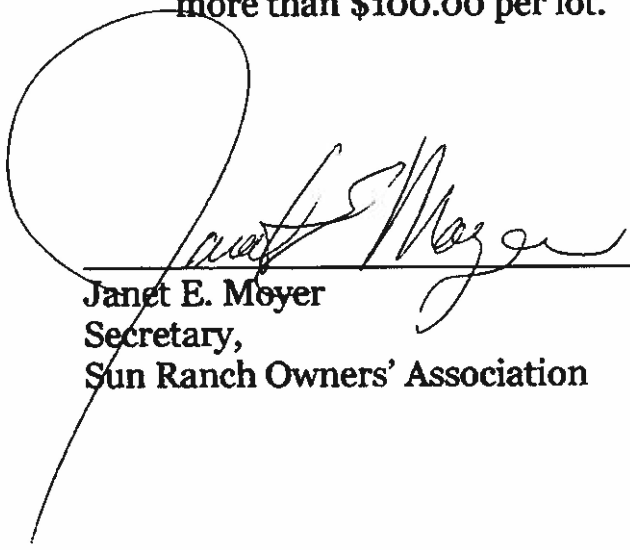
February 10, 2002

By-Laws Ammendment *f COVENANTS of Sun Ranch* *lots 1 to 195 inclusive*

To: Article VIII, Section 2. Amount

Ammended as follows:

The Annual Assesment to be levied shall not be less than \$50.00 nor more than \$100.00 per lot.


Janet E. Moyer
Secretary,
Sun Ranch Owners' Association

CAPE LAKE RANCH
MAP in VOL H of PLATS
SECTION 1, PGS 1 to 6

AND lots 298 to 464 inclusive

PLAT of CUMMA LAKE RANCH
MAP in VOL H of PLATS
SECTION 1, PGS 17 to 24

AUDITORS FILE # 572520
AND 576689

After Recording Return to:
Sun Ranch Owners Association
PO Box 407
Tonasket, WA 98855-0407

Notice of Removal of Supplemental Declaration of Covenants, Conditions and Restrictions

Auditor's file Number: 672852, Book 33, pgs 1113 & 1114

Notice is hereby given that Sun Ranch Owners' Association is removing the recorded amendment to it's Covenants Conditions, and Restrictions, recorded incorrectly with Okanogan County on 10/27/1980.

1. There is no provision for initiating and recording supplemental Declaration of Covenants, Conditions and Restrictions except by the Declarant, Living Environments of Washington, Inc., and this only within sixty (60) calendar months of recording a plat for any unit included in the Subdivision. That time period ended 60 calendar months after the November 8, 1970 recording of Lyman Lake plats (Auditor's file No. 576689). The document was created and executed by SROA board members and/or officers of SROA, not the Declarant.
2. Superior Court of Washington for Okanogan County document No. 94-2-00158-4 (Findings of Fact, Conclusions of Law, and Verdicts After Trial), referring to the bench trial of SROA (plaintiff) vs. Zebredniks (defendants), dealing with an injunction against commercial logging at Sun Ranch. The Conclusions of Law/Legal Analysis section, on page 11 of 12 of this document, reads in part "Here the plaintiff's relaxed practices, inconsistent statements, failure to appoint a cattlemen's board and **creation of invalid supplemental covenants** all contributed to the cost and necessity for this lawsuit."

In witness whereof, said association has cause this instrument to be executed by its proper officers this:

14th day of January 2011.

Sun Ranch Owners' Association

By: Charles Bettis
Title: President

By: Deborah Keating
Title: Treasurer

State of Washington

County of Okanogan

On this 14th day of January, 2011, personally appeared before me, Charles Bettis, President, and Deborah Keating, to me known to be the President and Treasurer of Sun Ranch Owners' Association, the Association that executed the within and foregoing legal filing and acknowledged the 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 she was authorized to execute said instrument.

Witness my hand and official seal hereto the day and year first above written.

Bonnie M Gavin
Printed Name: Bonnie M Gavin
Notary Public in and for the State of Washington

Residing at: Tonasket

My commission expires: 11-30-2013

