

**DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR SUNNYFIELD HEIGHTS**

This Declaration of Easements, Covenants, Conditions and Restrictions for Sunnyfield Heights this 14<sup>th</sup> day of March, 2023, by Sunnyfield, LLC, acting through its managing member. (“Declarant”).

**WITNESSETH**

WHEREAS, Declarant is the owner of the real property legally described on Exhibit “A” of this Declaration;

WHEREAS, Declarant desires to establish easements and impose certain covenants upon the Property for the mutual benefit of all Owners, present and future.

NOW, THEREFORE, Declarant hereby declares that the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered 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 run with the title to the Property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

**Article 1  
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. “Declarant” shall mean and refer to Sunnyfield, LLC, a Washington Limited Liability Company and its successors-in-title and assigns.
2. “Declaration” shall mean this Declaration of Easements, Covenants, Conditions and Restrictions for the Property, as it may from time to time be amended.
3. “Lot” shall mean any plot of land within the Property which has been legally created, whether or not improvements are constructed thereon.
4. “Manufactured Home” shall mean “designated manufactured home” as defined in RCW 35.63.160.
5. “Modular Home” shall mean a home built off site in pieces (modules) then transported to the lot where they are assembled on a concrete foundation.
6. “Mortgage” shall mean an interest in any Lot created by a written instrument providing security for the performance by an Owner for the performance of a duty or the payment of a debt.
7. “Mortgagee” shall mean the holder of a Mortgage.

8. “Occupant” shall mean any Person occupying all or any portion of a residence or other property located within the Property for any period of time regardless of whether such Person is a tenant of the Owner of such property.
9. “Owner” shall mean and refer to the record owner, whether one or more Persons of the fee simple title to any Lot located within the Property, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
10. “Person” means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
11. “Primary Road” shall mean the real and personal property, together with the facilities and improvements located thereon and thereunder, now, or hereafter placed on, in and under the Road and driveway easements.
12. “Property” shall mean and refer to that certain real property and interest therein described in Exhibit A, attached hereto, or otherwise referred to as the Sunnyfield Heights.
13. “Purchaser” shall mean Owner of a lot or lots, declarant or any person that has any lien able interest in a lot or lots.

## **Article 2 THE PROPERTY**

2.1 The Property. The real property to be subjected to this Declaration is legally described on Exhibit “A” (the “Property”) and consists of separate parcels, referred to therein as “Lots.”

## **Article 3 PURPOSE**

3.1 Purpose. The purposes and considerations for subjecting the Property to these easements, covenants, conditions and restrictions are:

- A. To provide access to the Lots for the purposes of ingress, egress, drainage, and utilities so as to promote the improvement and development of the Property; and
- B. To promote the orderly use and enjoyment of the Property.

3.2 Special Restrictions Applicable to Lots. Duplex or condominium Lots 8, 9, 10, 11, 12, 13. These lots are purposed for multi-family housing. Any reference in this document to single family home does not apply to these lots.

## **Article 4 Easements**

4.1 Primary Road Easement. Declarant hereby declares, creates, establishes, grants and conveys to the Lot Owners therein a non-exclusive road easement for ingress, egress, utilities, drainage, and any other items delineated on the plat as recorded under Auditor’s File No. 2031148, in Volume 3 of Plats, page 33, records of Wahkiakum County, Washington, or as relocated by Declarant, such additional road easements as may be granted by Declarant, the Owner or Owners of a Lot or Lots (the “Primary Road”). The Primary Road shall be sixty (60) feet in width as delineated on the plat as recorded under Auditor’s File No. 2031148, in Volume 3 of Plats, page 33.

4.2 Use of Primary Road Easement. The Primary Road easement shall be used for the purpose of constructing, installing, maintaining, repairing, replacing, and improving the Primary Road, drainage system, utilities and related equipment and services, including, without limitation, telephone, electric, cable television, internet, water, and sewer lines installed therewith.

4.3 Dedication of Roads. Declarant has dedicated the Primary Road to Wahkiakum County, a municipal corporation, for public use, and to accomplish the conversion of the Primary Road, or any portion thereof, to a public road.

4.4 Easement for Utilities. There is hereby reserved to Declarant an easement upon, across, above and under the Property within five (5) feet of any property line for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Property or any portion thereof, including, but not limited to water, sanitary sewer, internet, telephone, and electricity, as well as storm drainage, drain fields, irrigation, and any other service which Declarant might decide to have installed to serve the Property. It shall be expressly permissible for Declarant or their designee, as the case may be, to install, repair, and maintain such wires, conduits, cables, and other equipment related to the providing of such utility or service. Should any party furnishing any such utility or service require a specific license or easement by separate recordable document, Declarant shall have the right to grant such easement.

## **Article 5 USE RESTRICTIONS AND RULES**

5.1. General. This Article, beginning at paragraph 5.2 sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Paragraph 7.2, hereof regarding amendments of this Declaration.

5.2 Restrictions.

A. All lots must be used for residential purposes, except for Lots 8 – 13.

B. No lot shall be divided into multiple lots, unless it is done by Declarant. Two or more lots may be combined into one. Lot lines may be adjusted with a neighboring lot.

C. Any home (primary residence) constructed on the property shall have a minimum floor area, exclusive of porches and garages, of not less than one thousand four hundred (1400) square feet.

D. No structure can exceed a height of 35 feet. Height to be measured from the average elevation of the finished grade and measured to the highest point of the proposed structure to be built.

E. All homes shall have lap, board & bat, shake, stone, cultured stone, brick, or stucco siding. No home shall have siding composed of panels (metal, T-111, or other).

F. Roofing materials must be cedar shingle, shake, tile, composite, metal concealed fastener standing seam panel, or 25-year, or better, composition. Pitched roofs shall be a minimum of 5/12.

G. All homes and outbuildings shall have a permanent concrete or similar material foundation.

H. All outbuildings shall be in the style of the main structure.

I. No Mobile Homes or Manufactured Homes shall be allowed. "Modular" homes, shall be allowed with the following restrictions:

- a. Modular homes must be brand new, never lived in, nor set at a previous site.
- b. Modular homes must comply with all site built CC&R's.
- c. Modular homes must be placed on a permanent foundation.

J. Except as used in J.a below, no trailer, recreational vehicle, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any of the real property subject to this declaration. Camping shall be permitted provided that the duration of camping shall not exceed seven (7) days in a row or thirty (30) days within one (1) year.

a. Lot owners may reside in a trailer or RV on site while actively building a home. This exception is limited to a maximum of six (6) months.

K. No vehicles in disrepair, or junk vehicles, shall be maintained or allowed on the real property unless the same are contained in a fully enclosed garage. No major repair of a vehicle of any type shall be done on the real property except that which is done in a fully enclosed garage. A major repair shall be considered a repair which is not completed within a forty-eight (48) hour period from the time it is begun.

L. No overnight parking is allowed in any road right of way. No parking is allowed on any surface other than Concrete, Asphalt, or Gravel, except during construction.

M. Any fencing shall only be constructed of wood, brick, stone, vinyl or vinyl chain-link. Fencing shall be no taller than six (6) feet. Fencing placed forward of the front elevation of the primary dwelling shall be no taller than four (4) feet and shall in no way impede the sight line of drivers approaching an intersection.

N. No refuse, junk or debris shall be maintained, stored, or allowed on the real property unless the same is contained in a fully enclosed garage.

O. Owners may keep animals for their own purposes so long as they do not become a nuisance and as long as they do not violate any governmental laws regarding care, housing etc.

- a. No farm animals shall be allowed.
- b. Adequate measures must be taken to ensure that all animals are confined within the perimeter of each lot.
- c. Animal owners indemnify and hold harmless the Declarant and other owners from any and all damages caused to natural persons, personal property, real property by their animals.

This includes pollution, infection, contamination caused by their presence or the presence of their urine, feces, or dead bodies or body parts, medicines used to treat them etc.

P. All lot owners are responsible for any and all damage to street, ditches, storm drainage or any other damage resulting from construction activities. All lot owners are responsible for providing clean-up of the streets and construction site, resulting from construction activities on their lot.

Q. All lot owners are responsible for drainage and runoff to be maintained within their lot. No drainage or runoff will be allowed to streets or neighboring lots except as provided in Exhibit B.

R. No structures, materials, shrubs, or trees shall be placed within any easement on any lot.

S. All front yard landscaping must be completed within six (6) months of the date of issuance of an occupancy permit for the primary dwelling. All lots shall be kept free of brush, tall grass, or noxious weeds.

T. Nuisances. No noxious, harmful or offensive activities shall be carried on upon any lot, nor shall anything be done or placed on any lot which interferes with or jeopardizes the use or quiet enjoyment of, or which is a source of annoyance to, any other lot owner.

U. If a property owner chooses to rent his property, it shall be the property owner’s responsibility to ensure that all CC&Rs are adhered to. If a renter violates any part of this document, it shall be deemed a violation by the property owner and the property owner must take immediate action to correct such violation.

V. Each lot over 16,000 square feet shall be allowed one (1) Accessory Dwelling Unit (“ADU”). An ADU shall be limited to one story and 900 square feet in size. The property owner shall not be allowed to split or subdivide said parcel. The architectural design, style, appearance, and character of the accessory unit shall be consistent with that of the main building. Elements such as roof lines, window frames, colors and materials shall match those of the main house. The entrance to the accessory unit shall be located on a separate façade from the entrance to the main building. ADU occupants shall be limited to one vehicle and have an additional hard surface parking space specifically provided to serve the ADU. The property owner shall be responsible for complying with all CC&Rs for all residents and guests of the ADU. Either the main house or ADU shall be occupied by the property owner. The ADU must be located in the side or rear yard. The ADU must meet minimum setbacks established by the county. The ADU must meet all CC&R’s of Sunnyfield Heights except square foot minimum.

**Article 6  
GENERAL PROVISIONS**

6.1 Duration. The easements and covenants created in this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by any Owner, their

respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least two-thirds (2/3) of the Lots and Declarant (so long as Declarant owns any Lot) for development has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any Lot, by acceptance of a deed or other conveyance, therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section. Any provision of this Declaration may be terminated or amended by vote of the then Owners of at least two-thirds (2/3) of the Lots and Declarant (so long as Declarant owns any Lot), with each Lot having one vote.

6.2 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

6.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of the Declaration are declared to be severable.

6.4 Captions. The captions of each Article and Paragraph hereof, as to the contents of each Article and Paragraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Paragraph to which they refer.

6.5 Intentionally Deleted.

6.6 Indemnification. To the fullest extent allowed by applicable Washington law, the Declarant shall indemnify every member of the company against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Declarant) to which such member may be a party by reason of being or having been a member. The members shall not be liable for any mistake of judgement, negligent or otherwise except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Declarant (except to the extent that such members may also be members of the Declarant), and the Declarant shall indemnify and forever hold each such member free and harmless against any and all liability to others on account

of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any member, or former member, may be entitled. The Declarant shall maintain adequate general liability and members' liability insurance to fund this obligation if such coverage is reasonably available.

6.7 Agreements. Subject to the prior approval of Declarant (so long a Declarant owns any property for development and/or sale in the Property) all agreements and determinations, including settlement agreements regarding litigations involving the Declarant, lawfully authorized by the Declarant shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

6.8 Implied Rights. The Declarant may exercise any right or privilege given to it expressly by this Declaration, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

6.9 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Declarant unless approved by at least seventy-five (75%) percent of the Lot Owners, with each Lot having one vote. This Section shall not apply, however, to (a) actions brought by the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) proceedings involving challenges to ad valorem taxation, or (c) counterclaims brought by the Members in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article 7, Paragraph 7.2, hereof or is approved by the percentage votes, and pursuant to Article 7, Paragraph 7.2, hereof or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

6.10 Enforcement. If the Owners, Declarant, or their respective Successors and/or assigns shall violate or attempt to violate any of the easements, covenants or restrictions herein, it shall be lawful for any other Person or Persons owning a Lot to prosecute any proceedings at law or in equity against the Owners or Declarant to prevent it from doing so or to recover damages and costs for such violation, including, without limitation, reasonable attorney's fees. Failures of any entity or person to take action to restrain the violation of any of these easements, covenants or restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or restriction in the future.

6.11 Invalidation. Invalidation of any provision of this Declaration or any part thereof by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

6.12 Compliance with Law. These easements, covenant and restrictions are for purposes of this Declaration only and do not purport to constitute full compliance with any applicable law, ordinance, regulation, or other government standard. Compliance with applicable government standards remains the responsibility of the Declarant.

**Article 7**  
**DEVELOPMENT PERIOD**

7.1 Development Period. Until such time as any one of all following conditions have been met:  
a. All but ten (10) Lots within the Property have been sold; or,  
b. Five years from the date of said Plat:

7.2 Amendment by Declarant. This Declaration may be amended during the Development Period by the sole signature of the Declarant. After the Development Period, this Declaration may be amended by an instrument signed by not less than a majority of the lot owners. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions, unless the same shall be unanimously approved by the lot owners.

7.3 Notice of Termination of Development Period. Not less than ten (10) nor more than thirty (30) days prior to the recording of the Notice of Termination of Development Period, the Developer shall give written notice to each Lot Owner of the termination of the Development Period and of the date, place, and time at which the first meeting of the lot owners will be held. For purposes of this meeting the presence either in person, or by proxy of the Owners of a majority of the Lots shall constitute a quorum.

End of Declaration

Dated: March 16, 2023

**Sunnyfield LLC, By:**

\_\_\_\_\_  
**Timothy M. Hanigan**, Managing Member

STATE OF WASHINGTON

ss.

COUNTY OF WAHKIAKUM

I certify that I know or have satisfactory evidence that TIMOTHY M. HANIGAN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Managing Member of SUNNYFIELD LLC, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: March 16, 2023

\_\_\_\_\_  
Notary name printed or typed:  
Notary Public in and for the State of  
Residing at  
My appointment expires:



## **EXHIBIT A**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34) of the Plat of Sunnyfield Heights, filed for record March 14, 2023, under Auditor's File No. 2031148, in Volume Three (3) of Plats, page 33, records of Wahkiakum County, Washington.

SUBJECT TO those certain easements, covenants, conditions, and restrictions as shown on the face of said plat.

Situate in the County of Wahkiakum, State of Washington.

## EXHIBIT B

To attenuate peak flows and aid in meeting flow performance criteria, Dispersion BMPs (Best Management Practices) will be prescribed for all 34 private lots. Each lot shall implement dispersion trenches or splash blocks per BMP T5.10B (Downspout Dispersion Systems) to attenuate flow from roof downspouts. Also, each lot shall implement BMP T5.12 (Sheet Flow Dispersion) to attenuate flows from each driveway. These BMPs must be implemented at least 25 ft from the public right-of-way (ROW). Approximately 500 sf (20' width x 25' length) of driveway is still expected to drain directly onto the ROW (i.e., effective impervious area) to the nearest Bioretention Cell. The remaining 3,500 sf of impervious area onsite is assumed to be partially dispersed. Per the Stormwater Management Manual for Western Washington (SWMMWW; 2019), this impervious area may be modeled as 50% landscaped / 50% impervious within Western Washington Hydrology Model (WWHM). Cumulatively across the private lots, 1.33 ac (57,750 sf) will be modeled in a "Lateral Flow Impervious Area" element and 1.33 ac (57,750 sf) will be modeled in a "Lateral Flow Soil Basin".

For guidance on BMP T5.10B and BMP T5.12, refer to the following website:

<https://cob.org/wp-content/uploads/ONSITE-STORMWATER-BMPS-GUIDANCE.PDF>