



**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SIERRA DIVISIONS NUMBER ONE, TWO, AND THREE
Amended January 28, 2017 (Extended through 2024)**

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 1, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declarations of covenants and restrictions recorded May 24, 1968 and

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 2, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declaration of covenants and restrictions recorded October 14, 1968 and

WHEREAS, all lots and tracts within the Plat of Sierra, Division Number 3, according to the plat thereof recorded in the office of the Island County Auditor of Island County, Washington are subject to an original declarations of covenants and restrictions recorded June 4, 1969 and

WHEREAS, Article V, Section 1 of the respective covenants and restrictions for Divisions 1,2, and 3, provide that said covenants and restrictions shall be automatically extended after 25 years unless the majority of owners of all lots within the respective divisions 1, 2, and 3 sign an instrument agreeing to change the covenants and restrictions; and

WHEREAS, a purpose of changing the declaration of covenants and restrictions affecting each division is to consolidate the covenants and restrictions; and

WHEREAS, a majority of owners of each division within the Plat of Sierra have consented by written instrument to change the covenants and restrictions of Sierra Division Numbers 1, 2, and 3 as set forth below:

NOW, therefore, the Board of Directors of Sierra Country Club, by and through its undersigned President and Secretary having been duly authorized by a majority of the owners of the lots within each of the three divisions of Sierra, does hereby execute these amended covenants and restrictions covering all property located within the Plat of Sierra, Division Numbers 1, 2, and 3, Island County, Washington.

**ARTICLE I
GENERAL PURPOSE OF CONDITIONS**

The property is being subjected to this Declaration to the restrictions, covenants, conditions, reservations, easements, liens, and charges hereby declared to insure the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereon on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots thereon.

ARTICLE II COVENANTS AND RESTRICTIONS

1. Land Use. All lots within the plat of Sierra shall be used only as permitted by the covenants and restrictions contained in this Declaration and Island County regulations. The uses of the property allowed by this document may be changed only by approval of a majority of the voting power, as provided in Article IV, Section 3, of this Declaration, at a regular or special meeting of Sierra Country Club. All lots within the plat of Sierra shall be used only for single-family residences, except for any lots which are specifically designated on the plat or by the board of directors as park, recreational or green space.

2. Architectural Control. No building, fence, wall, or any other structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been submitted and approved in writing by the board of directors. Approval of the plans and specifications will be based upon the quality of materials, harmony of exterior design with existing structures, and the location of the proposed building or structure with respect to the topography and finish grade elevation. In the event the board of directors fails to approve or disapprove within 45 days after the plans and specifications have been submitted, approval will not be required and this section will be deemed to be complied with. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the ground breaking until the exteriors of such buildings and structures are completed and painted or otherwise suitably finished including final grading within six (6) months of the date of commencement. However, the board of directors may extend completion time up to three (3) months for good cause shown. All exterior repairs or renovations of any dwelling or outbuilding must be completed so as to present a finished appearance within three (3) months of notification by the board of directors.

3. Dwelling Quality and Size. It is the intention and purpose of these covenants to insure that all dwellings shall be of high quality workmanship and materials. The ground floor area of the main structure of these dwellings, exclusive of open porches and garages, shall not be less than 850 square feet and the total area of floor space shall not be less than 1200 square feet.

No dwelling shall exceed a maximum height of seventeen (17) feet measured from the point where the main building foundation boundary, exclusive of foundation extensions for porches and decks, meets the highest point on the surface of the original grade to the highest level of the roof. If the original grade of the lot cannot reasonably be determined due to previous grading or other alteration of the natural topography, an approximate grade may be established for this purpose by running a line between the highest point on the lot to the lowest point and passing across the foundation boundary.

No unattached garage or other outbuilding shall exceed a maximum height of fifteen (15) feet measured in the same manner as for dwellings.

If the height requirements set forth herein for dwellings and outbuildings pose undue restraint at a particular site, a waiver may be granted by the board of directors.

Additions to, and renovations of, existing structures must meet height requirements for dwellings and outbuildings.

4. Building Location: No dwelling, unattached garage or other outbuilding shall be located on any lot nearer than twenty (20) feet from any street side property line nor nearer than five (5) feet from any interior property line. On waterfront lots, no building or structure shall be nearer the bluff than permitted by Island County authorities. In the event that adjacent lots are held under a common ownership, they will be considered to be one lot for the purpose of this article only.

5. Mobile and Modular Homes. This entire Declaration of Covenants and Restrictions shall apply to all mobile homes, also called manufactured homes, and to modular homes, also called multi sectional homes. Mobile and modular homes shall be permitted only in Division 2 and all newly installed mobile homes shall be of the type designated "double wide" or larger.

6. Easements. The board of directors reserves perpetual easements over, under and across the five feet on the street side borders of each lot for the purposes of construction, maintenance and operation of utilities.

7. Trees, Shrubbery, and Plantings. No trees, shrubbery, or plantings of any kind in excess of six feet in height which obstruct the marine view from another owners residence shall be placed, planted or maintained on any of the property, nor shall any such tree, hedge, shrub, or planting be allowed to grow in excess of such height, without written permission of the board of directors; provided that nothing in this covenant shall be deemed to apply to the mature Douglas Firs in their original location on the property.

8. Nuisances, and General Maintenance. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood. No trash, garbage, or other refuse, junk, vehicles in repair, underbrush, or unsightly growth or objects shall be maintained or allowed on any lot. This restriction does not apply to the controlled composting of vegetation in appropriate containers or to a modest unobtrusive compost pile on owner's own property. All fences and buildings shall be kept in a state of good repair. All residences, garages, out buildings shall be painted or stained from time to times so as to maintain a reasonable state of repair. If a violation of this covenant is not corrected within thirty (30) days of written notice thereof from the board of directors, the association may provide necessary maintenance or cleanup. The cost of such maintenance or cleanup shall be assessed against the lot upon which such maintenance or cleanup is performed. The cost of any such maintenance or cleanup shall be a lien on the lot and a personal obligation of the owner and become due and payable in all respects, together with interest, attorney's fees and costs of collection as provided for other assessments. For the purpose of performing the maintenance or cleanup authorized herein the association, through its duly authorized agent shall have the right, after reasonable notice to the owner, to enter upon the lot at reasonable hours.

9. Habitation of Temporary Structures. No structure of any temporary character, tent, shack, garage, house trailer, recreational vehicle or any outbuilding or building under construction shall be used on any lot at any time as a permanent or seasonal or temporary residence or dwelling unless approved by the board of directors and a permit has been issued by Island County.

10. Signs. No sign of any kind shall be displayed to the public view on any lot, with the exception of "For Sale" and "For Rent" signs, without approval of the board of directors.

11. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property, except that dogs, cats, and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

12. Sewerage Systems. No individual sewerage disposal system shall be permitted on any lot unless that system is designed, located and constructed in accordance with the requirements and recommendations of the state and local health authorities.

13. Exemptions. Existing buildings and structures and those which have been approved for construction or installation prior to the effective date of these revisions are exempted from compliance with any differing requirements set forth in this article.

**ARTICLE III
SIERRA COUNTRY CLUB**

1. Membership. The owner of each lot of the said property shall be a member of the Sierra Country Club.

2. Dues and Annual Assessments. For the purpose of financing the activities of the Sierra Country Club, all lots may be annually assessed or charged an equal amount fixed by the board of directors. Such annual assessments are considered annual dues imposed on each lot as originally platted except those lots owned or acquired by Sierra Country Club.

The annual assessment for the year beginning January 1, 1994, is at the rate of \$70.00 per lot.

The annual assessment may be increased by the board of directors for each year after 1994 at a rate not to exceed 10 percent of the previous year's assessment.

Annual assessments are due and payable on January 1 for the year beginning January 1. Unpaid amounts not received by April 1 succeeding shall thereafter be delinquent and bear interest at the rate of ten percent per year compounded annually and reckoned from the January 1 due date.

Upon becoming delinquent such assessment or dues shall constitute a lien upon the property. The Sierra Country Club may thereafter file a statement of charges or assessments due with the Auditor of Island County. A statement for release of Sierra Country Club's liens shall be provided upon payment in full of said dues or assessment plus accrued interest. A lien may be enforced by the Sierra Country Club as may any lien on real property under the law. If an attorney is engaged for collection, enforcement, or foreclosure the lot owner shall be responsible for attorney's fees and costs. If said lien is foreclosed, the lot owner shall be liable for the costs and disbursement, including reasonable attorney's fees, of the Sierra Country Club therein, all of which costs, disbursement and fees shall be secured by such liens. The purchasers of lots within the said property, by the acceptance of deeds shall become personally obligated to pay such dues or assessments including interest, upon the lot or lots purchased by them shall be subject to the enforcement provisions outlined above.

3. Special Assessments. The board of directors is authorized to assess all lots for additional funds that exceed the Sierra Country Club's reserve for contingencies. Such assessed funds could only be used to meet any legal obligation or for the repair of damages to Sierra Country Club property from any cause not covered by insurance.

Assessments for discretionary projects may only be imposed by affirmative vote of a majority of the voting power as provided in Article IV, Section 3, voting in person or by proxy at any annual or special meeting of Sierra Country Club.

**ARTICLE IV
DEFINITIONS**

Whenever used in this Declaration, the following terms shall have the meaning given them in the definitions set out below:

1. The **property** shall mean all three (3) of the divisions of the land encompassed within the plat of Sierra, Island County, Washington
2. **Greenspace** shall mean those lots owned by Sierra Country Club and:
 - a. Not encumbered by any substantial structure or dwelling,
 - b. Not designated for used as a roadway or parking area,
 - c. Left in their natural or undisturbed state if wooded, or properly vegetated and landscaped.

3. **Voting power**, where used in this Declaration, shall mean that each owner shall be entitled to one vote for each lot owned, but no more than one vote per lot shall be cast regardless of the number of owners thereof. The Sierra Country Club is not eligible to vote the lots owned by it.

4. **Association** shall refer to the Sierra Country Club.

ARTICLE V GENERAL PROVISIONS

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) years from the date these Declarations are recorded. After the period of ten (10) years the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless a majority of the voting power, as provided in Article IV, Section 3, of the Declaration has agreed in writing to extinguish or change the covenants and restrictions in whole or in part and such agreement has been duly recorded with the Auditor of Island County. The signed agreements of the owners to extinguish or change the covenants and restrictions must be received by the board of directors within the period beginning sixty (60) days prior to and ten (10) days prior to the end of the ten year effective period of this Declaration.

2. Amendment of Declaration. This Declaration may be amended at any time by two thirds majority of the voting power as provided in Article IV, Section 3, at any annual meeting or any special meeting specifically called for that purpose.

3. Inspection. The association, through its duly authorized agent, and after reasonable notice to the owner, is hereby authorized to visit any or all of the lots at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions.

4. Enforcement. The Sierra Country Club is hereby charged with the authority to and obligation of enforcing the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain the violation or to recover damages. In the event that the Club fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning a lot or lots within the property may take such steps in law or in equity that may be necessary for enforcement. Any damages recovered in an enforcement proceeding shall inure to the benefit of the person or persons damaged by the violation involved.

The party prevailing in any enforcement proceeding, whether in law or in equity, shall have from his opponent any attorney's fees that the court may deem reasonable.

5. Severability. Invalidating of any one of these covenants and restrictions or any part of them by judgment or court order shall in no way affect any of the other provisions hereof. The remaining covenants and restrictions shall remain in full force and effect.

December 16, 1993 Amendment:

In witness whereof PATRICIA L. COZINE, President, and KAY HUNTER, Secretary. Duly notarized and recorded with the Auditor of Island County, Washington, December 16, 1993, File Number 93025705.

January 28, 2017 Amendment:

In witness whereof GARY MCINTYRE, President, and WIONA WALTON, Secretary. Duly notarized and recorded with the Auditor of Island County, Washington, March 24, 2017, File Number 4419385.

Original signed documents on file with the Sierra Secretary.