

After recording, return to:
Surfside Homeowners Association
31402 H. St.
Ocean Park, WA 98640

SITE DEVELOPMENT COVENANT

GRANTOR:

GRANTEE: Surfside Homeowners Association

ABBREVIATED

LEGAL DESCRIPTION: Lots _____ and _____, Block _____, Division _____,
Surfside Estates; Complete legal description on page 2.

TAX PARCEL NUMBERS _____

This Site Development Covenant ("Covenant") is made and entered into by

_____ ("Grantor")
to benefit Surfside Homeowners Association ("Grantee") for the uses and under the terms and
conditions set forth herein.

WHEREAS, Owner owns the following described real property in Pacific County, Washington:

Lots _____ and _____ in Block _____, in Surfside Estates Division Number _____
per plat thereof recorded in Volume _____ of Plats at pages _____, records
of Pacific County, Washington.
("The lots"): and

WHEREAS, the lots are governed by the respective covenants of Surfside Estates as the same
currently exist and as they may be amended from time to time ("the Restrictive Covenants"); and

WHEREAS, under the Restrictive Covenants, the primary permitted use on the Lots is a single-family residence. However, some accessory uses and structures are permitted under the restrictive covenants; and

WHEREAS, Grantor is proposing to develop a single-family residence on one of the Lots and to develop _____

(“the Accessory Improvements”) on the other of the lots, and

WHEREAS, under the Restrictive Covenants, the Accessory Improvements are permitted as accessory to a single-family residence but are not permitted as a freestanding or independent structure and/or use, and

WHEREAS, Grantor has requested approval by Grantee’s Architectural Committee of the single-family residence and Accessory Improvements on the Lots. Grantor acknowledges the Architectural Committee can only approve the Accessory Improvements if safeguards are implemented so that, so long as the Accessory Improvements remain, the Lots will be continuously owned, transferred, mortgaged, etc. as one site.

1. Lots Treated as One Site. Grantor agrees that, as long as the Accessory Improvements, or any of them, remain on any of the Lots, the Lots shall be continuously owned, leased, occupied and used together as one site and that any sale, transfer, mortgage, deed and/or pledge of any of the Lots shall include all of the lots together and under the same terms and conditions.

2. Conditions of Approval. Grantor acknowledges that the Architectural Committee of Grantee could not have granted consent to construct the Accessory Improvements unless Grantor agreed to execute and record this Covenant.

3. Enforcements. In the event there is a failure to comply with the provisions of Section 1 of this Covenant, Grantor acknowledges and agrees that each of the Lots that contains any part of the Accessory Improvements but not a single-family residence will be in violation of the Restrictive Covenants and will subject said Lot(s), and the owner thereof, to the enforcement provisions of the Restrictive Covenants as well as any enforcement actions otherwise available to Grantee. Grantee may specifically enforce provisions of this Covenant. In any action to enforce this Covenant, Grantee shall be entitled to recover its costs and attorney’s fees from Grantor.

4. Dues, Fees, Assessments, etc. Unaffected. Grantor acknowledges that all dues, fees, assessments and other charges imposed by Grantee on a per lot basis are unaffected by this Covenant and that each of the Lots will be treated separately with respect to any such per lots dues, fees, assessments, and other charge.

5. Binding Effect. This Covenant and the provisions hereof shall bind the Grantor and Grantor’s heirs, executors, successors and assigns and shall be operative as a set of covenants running with

the land or equitable servitudes. Each person or entity acquiring any interest in any of the Lots hereby agrees to be bound by and to comply with this Covenant.

DATED this _____ day of _____, _____.

GRANTORS:

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

On this day personally appeared before me _____,
to me known to be the individual described in and who executed the within and foregoing
document, and the knowledge that _____ signed the same as
_____ free and voluntary act and deed, for the uses and purposes
therein mentioned

GIVEN under my hand and official seal this _____ day of _____, _____.

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PACIFIC)

On this day personally appeared before me _____,
to me known to be the individual described in and who executed the within and foregoing
document, and the knowledge that _____ signed the same as
_____ free and voluntary act and deed, for the uses and purposes
therein mentioned

GIVEN under my hand and official seal this _____ day of _____, _____.

Printed name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

The foregoing Site Development Covenant is approved.

Dated this ____ day of _____, _____.

GRANTEE:

SURFSIDE HOMEOWNERS ASSOCIATION

By: _____

It's: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF PACIFIC)

On this ____ day OF _____, _____, before me, the undersigned,
_____ of SURFSIDE HOMEOWNERS

ASSOCIATION, the corporation that executed the foregoing document, and acknowledged the
said document to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and an oath stated that _____ is
authorized to execute the said document.

Printed name: _____

Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____