

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ROOSEVELT LAKE RANCHES DIVISION I-B

THIS DECLARATION, made and entered into this 26<sup>th</sup> day of May, 1999, by ROOSEVELT LAKE RANCHES at LINCOLN WASHINGTON, a Washington Sub S Corporation, with offices of record at P.O. Box 1680, La Conner, WA 98257-1680, Phone: 1-360-466-2667 or 425-556-0927 Fax: 425-885-1437 as Declarants.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the County of Lincoln, State of Washington, a portion of which is platted or being platted, as "Roosevelt Lake Ranch Division I-B", all of which is more particularly described on Exhibit A attached hereto; now, therefore, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having a right, title, or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
BUILDING RESTRICTIONS

1. GENERAL

No lot shall be used for any purpose other than as a residence; residence shall include single family residential or recreational only. No dwelling, residence, outbuilding, fence, wall, attached garage, pool or other structure shall be erected, altered, placed or maintained on any lot unless it comply with these restrictions.

- A. Of permanent construction of not less that 900 square feet of enclosed floor area devoted to living purposes or, a new "Double Wide" Mobile home on a permanent foundation, (double wide) no smaller than 20' x 48' or a modular home of not less than 900 square feet.
- B. The exteriors, including roof and walls, of all structures on a lot shall be constructed of new materials.
- C. Garages and outbuildings shall conform to home in height, and shall not be larger than 32 x 40 feet. They should also conform in colors to blend with the environment.
- D. Motor homes, travel trailers, tents and other vacation type vehicles may be used for vacationing on any lot, but must not be made permanent in nature, (i.e., no roofs over or attached rooms r porches. They must be totally moveable.) Lots shall be limited to one septic connection. More than one RV on a lot must be for company only and not remaining more than one week at a time (lots are single family but it is expected all lot owners will have company from time to time). This covenant is designed to prevent any lot from becoming an RV Park nor to prevent company or the normal use of your lot. It is therefore understood that allowing RV's for living units is designed to allow owners to enjoy their lot until they build a home, not as a permanent situation. Therefore it is mandatory that all RVs are removed during winter months, i.e. at least Dec, Jan & Feb.

2. DESIGN

Building plans must be submitted to an architectural committee consisting of three people, Declarants, and at least one property owner within the plat, for design approval, at least 30 days prior to construction. Approval will be based solely on covenant requirements and approval will not be unreasonably withheld. A decision will be rendered within the 30-day period or approval will automatically be granted.

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3. BUILDING CODE

- A. Building permits are required from the governmental agency having jurisdiction and must meet current building codes.
- B. All structures shall conform to the setback requirements as established by the resolutions, ordinances and regulations of the governmental authority having jurisdiction existing at the time of construction.

4. TIME OF CONSTRUCTION

The work of construction, altering or repairing any structure on a lot shall be diligently prosecuted from its commencement until completion thereof, but in any event the exterior portions shall be completed within one year.

5. TREE CUTTING

No Lot Owner may cut trees on their property without permission from Declarant until the property is paid for and Lot Owner has received a warranty deed. Trees may be cut for access roads and building sites with approval in writing from Declarant prior to cutting prior to obtaining a deed.

**ARTICLE II.  
LAND USE RESTRICTIONS**

1. Animals may be kept or permitted on the property as household pets only.
2. No sign, billboard, or advertising structure shall be located, placed or maintained on the property, except one sign not exceeding 24 inches square may be placed on a lot, either to offer such property for sale or to identify the name of the owner thereof. The Declarant reserves the right, for itself, its heirs, successors, and assigns, to place any size sign on the property. Any sign on the property in violation thereof may be removed from the property by the Declarant.
3. Each lot shall be maintained in a clean, sightly condition at all times and be kept free of junk, containers, equipment, and materials. However, reasonable keeping of equipment and materials on a lot during construction on such lot shall be permitted. All refuse shall be kept in sanitary containers concealed from view, which containers shall be regularly emptied.
4. No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood, including but not limited to storage or derelict vehicles on any lot or street.
5. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of LINCOLN COUNTY ORDINANCES and directives. Approval of such systems as installed shall be obtained from such authority. Declarant warrants that LINCOLN COUNTY approval can be obtained for sewage disposal at time of sale, but the Declarant cannot be held responsible for future changes in government regulations and requirements which may affect the obtaining of sewage permits.
6. No lot owner may drill or permit to be drilled a well or appropriate any surface of other water, or make application to any governmental authority for water rights.
7. No lot owner may cut any trees on their property without the permissions from Declarant until the property is paid for and lot owner has received a warranty deed. Trees may be cut for access roads and building sites with approval in writing from Declarant prior to cutting prior to obtaining a deed.

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**ARTICLE III  
ROAD EASEMENTS & RESERVATIONS**

1. The owners of each lot, their invitees, and licensees are hereby granted an easement for ingress and egress over and across the roads in all the Roosevelt Lake Ranch plats, which easements of ingress and egress shall be appurtenant to each lot. The maintenance and repair of roads shall be undertaken by a Road Committee of three owners within the subdivision elected by a majority of property owners voting in an election called upon fifteen (15) day written notice, sent to the address to which the County Treasurer sends tax notices. The Committee shall serve for the terms of three years. All cost of road maintenance and repair shall be assessed upon an area basis and shall be a lien upon the property enforceable at law. A property owner may be denied use of said roads during any period that said charges remain unpaid after written notice of delinquency. Declarant and or assigns shall have perpetual rights to ingress and egress over all existing roads and roads to be build in all plats Roosevelt Lake Ranch filed or to be filed in Lincoln Count. Declarant is not obligated for cost of any road maintenance or improvements.
2. DECLARANT and the LAKE RANCH WATER SYSTEM, their heirs, successors or assigns also reserve the right to utility easements over and upon any lot line boundary 10 feet wide and 7 feet wide along the boundary line parallel to the street frontage, together with the right to enter upon lots at all times to operate, and maintain said overhead or underground utility.

**ARTICLE IV.  
ROOSEVELT LAKE RANCH WATER SYSTEM**

1. All lots will be served by the Roosevelt Lake Ranch Water System, a community owned system operating under a Washington State ground water permit and approved by the Washington State Department of Health, engineering provided by Munson Engineers of Wenatchee, WA. It is a nonprofit Washington corporation.
2. All lots are subject to the terms and conditions of the agreement and easement for water system recorded under Lincoln County Auditor's No. 373619 and the Bylaws of the Roosevelt Lake Ranch Water System recorded under Lincoln County Auditor's No. 37361.
3. The DECLARANT shall never be required by law or otherwise to pay dues on any lots not sold or repossessed nor shall the ROOSEVELT LAKE RANCH WATER SYSTEM, a Washington non-profit corporation, have the power to asses the DECLARANTS for any purpose whatsoever.
4. No lot owner may drill or permit to be drilled a well or to appropriate any surface or other water, or make application to any governmental authority for water rights. Water to each lot will be provided by the Roosevelt Lake Ranch water system. Lot owner will be required to put in a water meter or copper sleeve for a meter when water is hooked up. To be purchased from the Roosevelt Lake Ranch Water System.
5. Water Fees: A hook up fee of \$100 will be charged, to be collected at purchase of lot. Until actual hookup is requested, a quarterly fee of \$24.00 will be charged. Upon hook up to water system and water is placed in use on the lot a quarterly fee of \$48.00 will be charged. There is a one-time fee of \$130 for a meter sleeve to be paid when the lot is hooked into the water system. At present, meters are not in place, but it is expected that when meters are required all meters will be purchased from the Roosevelt Lake Ranch water system and installed by an approved contractor.

Any fees not paid within 30 days after the due date shall automatically become a lien upon the lot served and shall also bear interest from the due date at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less. The water system may bring an action at law against the owner personally obligated to pay for the same and/or foreclose the lien against the property.

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**ARTICLE V.  
GENERAL PROVISIONS**

1. These covenants are to run with the land and shall be binding on all parties and persona claiming under them for a period of Thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in force and effect.

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