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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

ROOSEVELT LAKE RANCH DIVISIONS II AND III

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THIS DECLARATION, made and entered into this 30th day of March, 1988, by LAKE RANCH ASSOCIATES, a Washington general partnership, with offices of record at 3568 W. Marginal Way S.E. Seattle Wa. 98106, and AUTO-CHLOR SYSTEMS OF WASHINGTON, INC. a Washington Corporation. as (Declarants).

WITNESSETH:

WHEREAS, Declarants are owners of certain property located in the County of Lincoln, State of Washington, a portion of which is platted, as "ROOSEVELT LAKE RANCH", all of which is more particularly described on Exhibit "A" attached hereto; now therefore, Declarants hereby declare 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. No lot shall be used for any purpose other than as a residence, Residence shall include single family residential or recreational,

FILED FOR RECORD *June 24*
1988, at *1:11* o'clock *P.M.*,
request of *Ellen J. Jones*
LARRY LINDBLOM
Lincoln County Auditor
Ellen J. Jones

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Residence or ranch, except for lots 11, 12 & of Division III, and shall not include a dude ranch, riding academy or similar venture. No slaughtering shall be done on any lot. No dwelling, residence, outbuilding, fence, wall, building, pool, or other structure shall be erected, altered, placed or maintained on any lot unless it shall comply with these restrictions and the following;

(a) All residences on lots in Division two and three of Roosevelt Lake Ranch shall be;

(i) Of permanent construction of not less than 600 square feet of enclosed floor area devoted to living purposes or,

(ii) A "Double Wide" mobile home on a permanent foundation, (double-wide) shall be defined as 20' x 30' or larger.

(b) The exteriors, including roof and walls, of all structures on a lot shall be constructed of new materials.

(c) 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.

2. Motor homes, travel trailers, tents and other vacation type vehicles, may be used for living purposes for vacation on any lot, but must not be permanent in nature.

3. 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 shall be completed within one (1) year of commencement.

ARTICLE II.

LAND USE RESTRICTIONS

1. Animals may be kept or permitted on the property as household pets, any lot 1.5 ac. or more may keep up to two large animals, except for Lots 23, 24, 25, 26, 11 & 12 of Division III.

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 hereof may be removed from the property by the corporation.

3. Each lot shall be maintained in a clean, sightly condition at all times and be kept free of litter, 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 an annoyance or nuisance to the neighborhood, including, but not limited to, any storage of 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 system as installed shall be obtained from such authority.

6. No lot owner may drill or permit to be drilled a well or to appropriate any surface or other water rights without the prior written consent of Roosevelt Lake Ranch Water System, a Washington nonprofit corporation. Any application for water rights shall be void unless signed by Roosevelt Lake Ranch water System in addition to the Lot owner.

ARTICLE III

EASEMENTS AND 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 shown in the Roosevelt Lake Ranch Plat, 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) days written notice, sent to the address to which the County Treasurer sends tax notices. The Committee shall serve for terms of three years. All costs of road maintenance and repair shall be paid by the owners of the lots.

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.

Seller and or assigns shall have perpetual rights to ingress & egress over all existing roads or roads to be built in all plats of Roosevelt Lake Ranch filed or to be filed in Lincoln County. Seller is not obligated for cost of any road maintenance or improvements, nor will seller be responsible for payment of dues for water system on any unsold lots.

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.

3. The Developer, Lake Ranch Associates, a Washington general partnership, shall never be required by BYLAW or otherwise to pay dues on any lots not sold or repossessed nor shall the ROOSEVELT LAKE RANGH WATER SYSTEM, A Washington non-profit corporation, have the power to assess the DEVELOPERS for any purpose whatsoever.

4. The lot owners covenant and agree not to object to nor protest any conditional use, zone change or other variance or approval requested by Developer, their heirs, successors or assigns in their development of remainder of proposed ROOSEVELT LAKE RANCH by reference made a part hereof.

ARTICLE IV.

GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Ten (10) 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 the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement 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 wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this declaration on the year and date above written.

"DECLARANTS"

AUTO-CHLOR SYSTEMS of WASHINGTON, INC., a Washington Corporation

LAKE RANCH ASSOCIATES, a Washington general partnership

Deborah J. Ivy
Deborah J. Ivy as Secretary & individually.

Jerry L. Ivy
Jerry L. Ivy, as President and individually.
Donald S. Olson
Donald S. Olson

STATE OF WASHINGTON }
COUNTY OF LINCOLN } ss.

On this day personally appeared before me JERRY L. IVY & DEBORAH J. IVY, the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on March 30, 1988.

Alan M. Spencer
Notary Public in and for the State of Washington, residing at
My commission expires : 7-3-89