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FILED FOR RECORD *Act 7*
1985 at *2-30*
request of *Daniel Olson*
LARRY LINDSLOM
Lincoln County Auditor
By *Maria Juval* Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ROOSEVELT LAKE RANCH

THIS DECLARATION, made and entered into this 6th day of
November, 1985, by LAKE RANCH ASSOCIATES, a Washington general
partnership, with offices of record at 3568 W. Marginal Way S.W.,
Seattle, Washington 98106 ("Declarant").

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", 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. No Lot shall be used for any purpose other than as a
Residence or Ranch or Farm. Residence or Ranch or Farm shall include
single family residential or recreational or farming purposes,
including the keeping, breeding and raising of cattle, sheep and/or

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horses. Residence or Ranch or Farm 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 1 through 11, 14, 16, 18, 21 and 22 of Roosevelt Lake Ranch Division I shall be:

(i) Of permanent construction of not less than 400 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). All other lots of Roosevelt Lake Ranch Division I shall have the same restrictions except that "single-wide" trailers shall be permitted, which are at least 400 square feet and which are set upon permanent foundations.

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

(c) All outhouses shall conform to architecture of buildings and shall be no larger than 6' x 6' and be painted brown, and shall not be closer than 50' to any property line.

(d) 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. Temporary structures, such as trailers, tents, garages or outbuildings, may be used for living purposes on any Lot providing they remain mobile.

3. The work of constructing, 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 provided in Article I, and a reasonable number of household pets.

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 building 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, or make application to any governmental authority for 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.

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. _____.

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 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 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

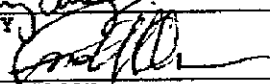
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration on the year and date above written.

"DECLARANT"

LAKE RANCH ASSOCIATES,
a Washington general partnership



JERRY IVY



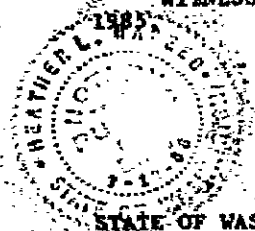
DONALD S. OLSON

202/26X2/103185

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this day personally appeared before me JERRY IVY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on November 7



Heather L. Hansen
Notary Public in and for the State
of Washington, residing at Seattle
My appointment expires: 7-19-88

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this day personally appeared before me DONALD S. OLSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on November 7
1985.



Heather L. Hansen
Notary Public in and for the State
of Washington, residing at Seattle

EXHIBIT A
PARCEL F

IN THE COUNTY OF LINCOLN, STATE OF WASHINGTON

PARCEL A

The $NE\frac{1}{4}NE\frac{1}{4}$ of section 20, Township 27 North, Range 35 E.W.M., EXCEPT portion conveyed to the United States of America by deed recorded in Book 86 of Deeds, page 532, and except a tract of land in the Northwest Quarter of the Northeast Quarter of section 20, Township 27 North, Range 35 E.W.M., more particularly described as beginning at the north quarter corner of said section 20, thence South $1^{\circ}04'56''$ E 1096.51 feet along the north-south centerline of section 20, to the True Point of beginning; thence South $1^{\circ}04'56''$ E 147.40 feet; thence N $88^{\circ}55'04''$ E 60.00 feet; thence N $1^{\circ}04'56''$ W 147.40 feet; thence S $88^{\circ}55'04''$ W 60.00 feet to the true point of beginning.

The $SE\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}$, and the $E\frac{1}{2}SW\frac{1}{4}$ of section 20, Township 27 North, Range 35 E.W.M., (recorded in Book 86 of Deeds, page 446 and Book 112, page 1713, records of said County.)

The $N\frac{1}{2}N\frac{1}{4}$ of section 29, Township 27 North, Range 35 E.W.M., EXCEPT portion conveyed to Lincoln County for public road, conveyed by deed recorded in Book 112 of Deeds, page 876, (recorded in Book 96 of Deeds, page 112 and Book 112, page 1713 records of said County.)

That portion of Government Lot 5 of section 17, Township 27 North, Range 35 E.W.M., more particularly described as follows: Beginning at the Southeast corner of Lot 5 of said section 17, running thence South $89^{\circ}08'42''$ W 782.13 feet along south line of said section 17, thence North $06^{\circ}39'08''$ E 514.67 feet; thence North $59^{\circ}58'34''$ E 143.44 thence South $74^{\circ}50'43''$ E 404.97 feet; thence South $70^{\circ}43'17''$ E 222.93 feet to a point on the east line of Lot 5 of said section 17; thence South $00^{\circ}27'08''$ W 391.85 feet along the east line of Lot 5 of said section 17, to the point of beginning. (recorded in Book 100 of Deeds, page 561, records of said County.)

Government Lot 1 and the $SE\frac{1}{4}NE\frac{1}{4}$ of section 21, Township 27 North, Range 35 E.W.M., EXCEPT portion thereof conveyed to the United States of America by deed recorded in Volume 83 of Deeds, page 612, under Auditor's File No. 210174, records of said County.

All that portion of Government Lot 2 and the $N\frac{1}{2}NW\frac{1}{4}$ of section 21, Township 27 North, Range 35 E.W.M., lying north of the County Road; EXCEPT portion conveyed to the United States of America by deed recorded in Book 86 of Deeds, page 106, under Auditor's File No. 221956, records of said County; and EXCEPT tract conveyed to Fred D. Timm et al, as Trustee for Peach Cemetery by Deed recorded in Book 22 of Deeds, page 507, under Auditor's File No. 55930, records of said County. (recorded in Book 100 of Deeds, page 559; 100-575; 100-563 records of said County.)

PARCEL B

The West Half of the Northeast Quarter of section 20, Township 27 North, Range E.W.M.

374202

REVISED & AMENDED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF
ROOSEVELT LAKE RANCH

THIS REVISED & AMENDED DECLARATION, made and entered into this 4TH day of April, 1986, by LAKE RANCH ASSOCIATES, a Washington general partnership, with offices of record at 3568 W. Marginal Way S. W., Seattle, Washington 98106 ("Declarant").

AMEND & REVISE ARTICLE III EASEMENTS AS FOLLOWS:

1. The following statement shall be added to 1. of ARTICLE III:

Purchaser agrees to maintain the access roads through his property as described on all plats of ROOSEVELT LAKE RANCH. Seller or assigns and the property owners in all plats of ROOSEVELT LAKE RANCH shall have the right to enter on purchaser's access road to make repairs if necessary for their access. Purchaser shall not be responsible to pay for repairs made by others unless agreed upon in writing prior to repairs made. The cost of construction, maintenance and snow removal of all private roads, streets and alleys shall be the obligation of purchasers.

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.

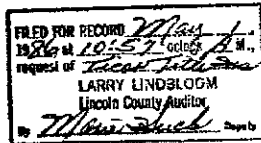
2. Add LINCOLN COUNTY AUDITOR'S NO. 373619.

3. Add new 3. to ARTICLE III

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 RANCH WATER SYSTEM, a Washington non-profit corporation, have the power to assess the DEVELOPERS for any purpose whatsoever.

"DECLARANT"

LAKE RANCH ASSOCIATES,
a Washington general partnership



Donald S. Olson
DONALD S. OLSON

ORIGINAL DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS RECORDED
UNDER AUDITORS FILE #373620 RECORDS OF LINCOLN COUNTY, WA.

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BOOK 46 PAGE 399

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Donald S. Adams to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on April 4, 1986

Richard B. Miller
Notary Public in and for the State
of Washington, residing at
Redmond
My appointment expires 7/28/89

STATE OF WASHINGTON }
COUNTY OF King } ss.

On this day personally appeared before me Gerrit L. Adams to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on April 4, 1986

Gerrit L. Adams
Notary Public in and for the State
of Washington, residing at
Redmond
My appointment expires 7-25-88