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LINCOLN COUNTY, WASHINGTON
SHELLY JOHNSTON, AUDITOR

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
of
ROOSEVELT LAKE RANCHES at LINCOLN, INC.
DIVISION NO. V

THIS DECLARATION, made and entered into this 28th day of November, 2000 by ROOSEVELT LAKE RANCHES at LINCOLN, INC., a Washington Sub S Corporation, with offices of record at P.O. Box 1680, La Conner, WA 98257-1680; phone 425-556-0927; Fax 425-885-1437; as 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 Division V", 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 single-family residential or recreational only. No commercial use of any lot will be permitted. No building, fence wall, pool, structure, trailer, or vehicle shall be erected, moved, altered, or placed on any lot unless it shall comply with these restrictions and the following:

- A. Permanent construction with a minimum of 1200 square feet of living area. Garages, workshops, and outbuildings must be similar in design and construction as living space. NO metal building will be allowed.
- B. No trailers, double-wide mobiles, temporary structures of any kind will be permitted.
- C. All utilities are to be placed underground unless conditions make this impossible because of rock or etc. from the source of utility to the location on the lot owner's property.
- D. 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; and 30 days of consecutive parking on property for each occurrence will be enforced.

2. DESIGN

- A. The Declarant asks that lot owners of Division V follow the following guidelines in preparing plans and specifications to build on their lots. The Declarant insists that high standards of design and consideration of the environment be used in all buildings to protect the investment of all lot owners in Division V. The use of design professionals is recommended. Plans must be submitted to Declarant 30 days before any construction starts for Declarant's approval. Approval will not be unreasonably withheld by Declarant.

Plans shall be submitted to the following address:

DONALD S. OLSON
4734 140th Avenue NE
Bellevue, Washington 98005
425-556-0927
Fax: 425-885-1437

The plans must show the following:

1. Site plans showing location of all proposed and existing structures on lot.
Minimum scale, 1" = 20'0"
 2. Building plans and elevations. Minimum scale, 1/4" = 1'0"
 3. Exterior materials and colors proposed on all buildings
 4. Location of all underground and overhead utilities.
- B. The Declarant will return to lot owner before 30-day period allowed, the plans with comments of the Declarant. The Declarant strongly urges the lot owner to consider any comments made in the interest of the quality of the design and colors, which are to enhance the value of all property in Division V.

Should no response be made within the 30-day period, approval is automatic and owner may consider his plans approved.

3. **BUILDING HEIGHTS**
 - A. Lots in Division V will be restricted to the following heights to protect the views of lots in Division V: The maximum height allowed is defined as from the natural ground before construction of the building foundation to the highest point of the roof. Fireplace chimneys may exceed this height, also TV and radio antennas. TV dishes are not allowed on any roof.
 - B. See Exhibit B, attached, for elevation drawings of height restrictions on Lots 1 thru 16 and Lots 54 thru 62. One-level homes only allowed on these lots. All other lots in Division V heights are governed by local building codes.
4. **ROOFS**
 - A. Fireproof roofing materials are required.
 - B. Roofs must have a minimum slope of 2 feet vertically in every 12 feet horizontally.
 - C. Metal roofing is preferred.
 - D. Tile and composition shingles are acceptable.
5. **EXTERIOR WALLS AND CONSTRUCTION MATERIALS**
 - A. The use of thermopane tinted glass is recommended for energy conservation.
 - B. Wood or similar materials is preferred for exterior wall surfaces. Stone, brick, vinyl are acceptable.
 - C. The unique black rock on the site will be given to any lot owner free as long as Declarant has it available. Declarant asks that the lot owners use 15% of exterior wall surfaces minimum of this material. Fireplaces and landscaping walls will be considered as part of the 15% area.
6. **EXTERIOR COLOR**
 - A. Color should reflect the environment. The reflection of heat should be considered. The use of the black rock in small amounts on the buildings is to give a theme to tie all the elements of the lots of Division V together. It is not a heat reflector, but the small amount of this natural material should be an asset that all lot owners should make use of. Colors are a suggestion, but if everyone tries to blend with the neighborhood, all will benefit.
 - B. **Roofs**
 1. Metal roofs of red or earth brown tones are preferred
 2. Tile roofs of red or brown colors are preferred
 3. Wood roofs and composition shingles of red or brown colors are preferred
 - C. **Exterior Walls**
 1. Glass tinted
 2. 15% black rock
 3. Natural colors, beige, browns preferred
7. **BUILDING CODE**
 - A. Lot Owner must conform to all local and governmental codes having jurisdiction at the time of construction and obtain a Lincoln County building permit before starting any grading or building construction.

B. Setbacks for 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 and as shown on the Plat of Division V. All lots fronting on the lake, any structure must be set back 20 feet parallel from the top of the bank. Any structure on a lot must set back 10 feet minimum from the lot line, or as required by codes if more than 10 feet are required.

8. TIME OF CONSTRUCTION

A. 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 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, 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 government authority for water rights.
7. No lot owner may cut any 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.
8. Lot owners shall keep lot cleared of noxious weeds and shall keep lot mowed to avoid becoming a fire hazard.

ARTICLE III.
EASEMENTS AND RESTRICTIONS

1. The owners of each lot, their invites and licensees are hereby granted 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

the County Treasurer sends tax notices. The Committee shall serve for the term of three years. All costs 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 built in all plats of Roosevelt Lake Ranch filed or to be filed in Lincoln County. 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 15 feet wide on the center line of the lot line, and 7 feet wide along the boundary line parallel to the street frontage, and private road right-of-way, together with the right to enter upon lots at all times to operate, build and maintain said overhead or underground utility.
3. The lot owners covenant and agree not to object to nor protest any conditional use, zone change, additional plats, or expansion of the Lake Ranch Water System to serve additional properties and platted lots, or other variances or approvals requested by Declarant, their heirs, successors or assigns in their development of remainder of proposed Roosevelt Lake Ranch Development by reference made a part thereof. See Exhibit C for property covered.

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, Washington. 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 Auditors 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 nonprofit corporation, have the power to assess the Declarant 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 government 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. Meter is to be purchased from the Roosevelt Lake Ranch Water System (RLRWS).
5. Water Fees: A hook-up fee of \$150.00 will be charged, to be collected at purchase of lot. Until actual hook-up 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 \$130.00 for a meter sleeve to be paid when the lot is hooked into the water system. At present, meters are not required, 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. Fees may increase or decrease as costs increase or decrease.

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.

ARTICLE V.
GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and 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 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.

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

DECLARANT

ROOSEVELT LAKE RANCHES at LINCOLN, INC.
a Washington Sub S Corporation




Donald S. Olson
President

STATE OF WASHINGTON)
COUNTY OF King) ss

On this 28 day of November 2000, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Donald S. Olson, to me known to be the President of Roosevelt Lake Ranches at Lincoln, Inc., the corporation that executed the foregoing instrument and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESSETH my hand and official seal hereto affixed the day and year first above written.




Notary Public in and for the State of Washington Toby Snider
residing at Belleve, WA
My commission expires 8-9-04

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LINCOLN COUNTY, WASHINGTON

EXHIBIT A. TRUST @ LINCOLN 12.4.2000
QUISITION LEGAL

PARCEL A:

Those portions of Government Lots 3, 5 and 6 in Section 7, Township 27 North, Range 35 E.W.M. lying within the following described tract:

BEGINNING at the Southwest corner of Section 7; thence North 00°30'40" West along the West line of said Section 2623.61 feet to the West quarter corner thereof; thence North 89°24'00" East 276.63 feet; to the Reservoir Boundary Point #1; thence South 13°36'18" East 371.48 feet; thence South 24°34'41" East 325.94 feet; thence South 30°17'35" East 441.08 feet; thence South 11°36'36" West 496.25 feet; thence South 64°38'26" East 505.26 feet; thence South 14°19'07" East 425.13 feet; thence South 12°03'54" East 348.67 feet; thence South 66°50'07" East 297.22 feet to the South line of Section 7; thence South 89°24'00" West 1505.70 feet along said South line to the Point of Beginning;

ALSO Government Lots 2 and 4 and the Southwest quarter of the Northeast quarter and the Southeast and the Northeast quarter of the Northwest quarter of Section 18, Township 27 North, Range 35 E.W.M.

EXCEPT those portions thereof conveyed to the United States of America by deeds recorded in Volume 83 of Deeds, page 41 and Volume 84 of Deeds, page 23;

AND EXCEPT that portion thereof described as follows:

BEGINNING at the Northwest corner of said Section; thence North 89°22'18" East along the North line of said Section 1505.67 feet to a point on the USBR pool boundary, the True Point of Beginning; thence South 67°35'44" East along said boundary 2.96 feet; thence South 48°16'54" East 307.42 feet; thence South 83°41'06" West 588.15 feet to the beginning of a non-tangent curve to the left whose central angle point bears South 58°09'30" West a radial distance of 533.97 feet; thence along said curve to the left for 171.07 feet; thence North 73°00'51" East 485.22 feet to the True Point of Beginning;

AND EXCEPT that portion thereof described as follows:

Beginning at the South quarter corner of said Section; thence North 00°28'44" West along the West line of the Southeast quarter 1750.89 feet; thence North 89°31'16" East 783.65 feet; thence North 10°22'01" East 205.55 feet to a point on the Southerly line of a 60 foot curving road easement from which the center of said curve bears South 56°19'06" West (radius = 3,370.00 feet); thence Southeasterly along said line curving to the right, an arc distance of 548.11 feet to the point of compound curvature of a curve to the right from which the center bears South 65°36'15" West (radius = 720.00 feet); thence Southeasterly along said curve an arc distance of 197.91 feet to the point of compound curvature of a curve to the left from which the center bears North 81°24'14" East (radius = 230.00 feet); thence Southeasterly along said curve an arc distance of 257.49 feet to the point of tangency; thence South 72°44'25" East along said easement margin 30.09 feet; thence leaving said road easement, South 08°02'14" West 1105.12 feet to a point on the South line of said Section 18; thence South 88°53'26" West along said South line 1141.35 feet to the Point of Beginning;

PARCEL B:

That portion of the Southeast quarter of Section 18, Township 27 North, Range 35 E.W.M. described as follows:

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RLR @ LINCOLN DIVISION 5

Beginning at the South quarter corner of said Section; thence North 00°28'44" West along the West line of the Southeast quarter 1750.99 feet; thence North 89°31'16" East 763.65 feet; thence North 10°22'01" East 205.55 feet to a point on the Southerly line of a 80 foot curving road easement from which the center of said curve bears South 56°19'06" West (radius = 3,370.00 feet); thence Southeasterly along said line curving to the right, an arc distance of 549.11 feet to the point of compound curvature of a curve to the right from which the center bears South 85°39'15" West (radius = 720.00 feet); thence Southeasterly along said curve an arc distance of 197.91 feet to the point of compound curvature of a curve to the left from which the center bears North 81°24'14" East (radius = 230.00 feet); thence Southeasterly along said curve an arc distance of 257.48 feet to the point of tangency; thence South 72°44'25" East along said easement margin 30.09 feet; thence leaving said road easement, South 08°02'14" West 1105.12 feet to a point on the south line of said Section 18; thence South 89°53'26" West along said South line 1141.35 feet to the Point of Beginning;

EXCEPT that portion thereof described as follows:

Beginning at the South quarter corner of said Section; thence North along the West line of the Southeast quarter 730.00 feet; thence North 45°38'00" East 832.25 feet; thence North 84°47'09" East 182.93 feet; thence North 60°13'50" East 213.47 feet; thence North 20°55'08" East 138.57 feet; thence South 30°00'00" East 107.48 feet to the beginning of a curve to the left whose central angle point bears North 60°30'00" East a radial distance of 400.00 feet; thence along said curve to the left for a 270.57 feet; thence South 68°45'22" East 22.05 feet; thence South 01°11'52" East 182.70 feet; thence South 42°39'30" West 576.73 feet; thence South 00°29'11" East 880.00 feet to a point on the South line of said Section; thence West along said South line 880.00 feet, more or less, to the Point of Beginning.

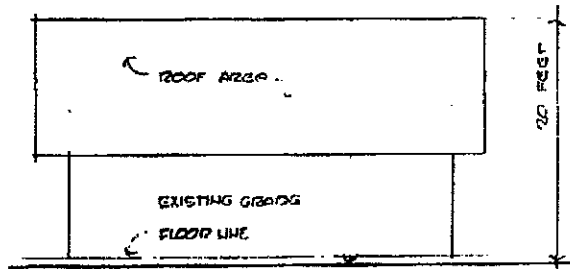
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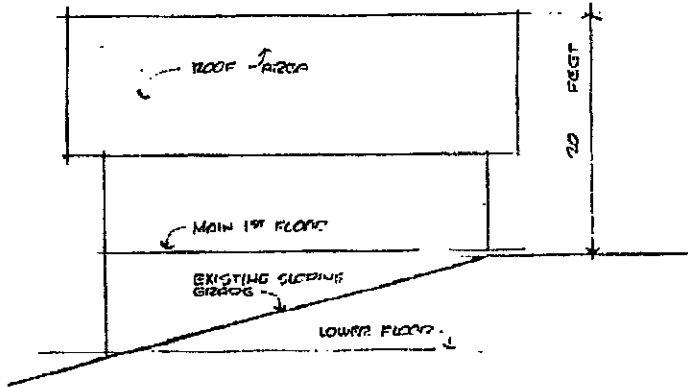
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EXHIBIT B

SHOWING LIMITS OF ROOF
HEIGHTS OF BUILDINGS ON LOTS 1 THRU 10
& LOTS 54 THRU 67 DIVISION 5 ZLR



ELEVATION NO SCALE
OF RESIDENCE ON LEVEL LOT



ELEVATION NO SCALE
OF RESIDENCE ON SLOPING GRADE

11.25.2000

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EXHIBIT C
12-1-2000

PARCEL A 20 A

That portion of Government Lots 3 and 6, Section 7, Township 27 North, Range 35 East, W.M., described as follows in the County of Lincoln, State of Washington: Commencing at the Southwest corner of Section 7; thence North 00°30'40"W, 990 feet along the West line of Section 7 to the true point of beginning, thence North 00°30'40"W, 1633.61 feet along the West line of Section 7 to the West quarter corner of Section 7; thence North 89°24' E, 275.63 feet to the Reservoir Boundary Point #1; thence South 03°49'35" W, 573.33 feet; thence South 11°49'18" W, 1087.46 feet to the True Point of Beginning.

PARCEL B VAN LEROUEN

That portion of Government Lots 3, 5 and 6, Section 7, Township 27 North, Range 35 East, W.M., Lincoln County, described as follows: Commencing at the Southwest corner of Section 7; thence North 0°30'40" W, 990 feet, along the West line of Section 7; thence North 11°49'18" E, 1087.46 feet; thence North 3°49'35"E, 573.33 feet to the Reservoir Boundary Point #1; thence South 13°36'18"E, 371.48 feet; thence South 24°34'41"E, 323.94 feet; thence South 36°17'35"E, 441.08 feet; thence South 11°35'36"W, 496.25 feet; thence South 64°38'26"E, 505.26 feet; thence South 14°19'07"E, 425.13 feet; thence South 12°03'54"E, 348.67 feet; thence South 66°50'07"E, 297.22 feet to the south line of Section 7, thence South 89°24'00"W, 1505.70 feet, along the south line of Section 7 to the Southwest corner of Section 7, the Point of Beginning. Except easements of record. Approximately 39.74 acres.

PARCEL C VAN LEROUEN

All of Government Lot 2 in Section 18, and all of that portion of the Northeast 1/4, Northwest 1/4 of Section 18 not owned by the United States Government, and all being located in Section 18, Township 27 North, Range 35 East, W.M., all in the County of Lincoln, State of Washington.

PARCEL D HUTTENBARD

Government Lot 4, Southwest 1/4 of the Northeast 1/4 and Southeast 1/4 of Section 18; Government Lot 4 and Southwest 1/4 of the Southwest 1/4 of Section 17, all in Township 27 North, Range 35 East, W.M., Excepting from all above described property, any portion conveyed to U.S.A.

PARCEL E SAURO

The Southeast 1/4, Southwest 1/4 and the Southwest 1/4, Southeast 1/4 and Government Lot 3 of Section 17, Township 27 North, Range 35 East, W.M., EXCEPT portion conveyed to the United States of America for Columbia River Reservoir, Grand Coulee Dam, recorded as Document No. 205910. Parcel No. 27-35-017-800020.

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LINCOLN COUNTY, WASHINGTON

IN THE COUNTY OF LINCOLN, STATE OF WASHINGTON
12-1-2000

PARCEL F

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 $\frac{1}{2}$ NE $\frac{1}{4}$ 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 $\frac{1}{2}$ NE $\frac{1}{4}$ 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. 55950, records of said County. (recorded in Book 100 of Deeds, page 559; 100-575; 100-563 records of said County.)

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

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LINCOLN COUNTY, WASHINGTON