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LINCOLN COUNTY, WASHINGTON

SHELLY JOHNSTON, AUDITOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
DEER HEIGHTS PLAT I.

THIS DECLARATION, made and entered into this 8 day of Sept., 1998, by S.O.S. Limited Liability Company, a Washington Company, for DEER HEIGHTS with offices at Rt. 1 Box 201, Davenport, Wa., 99122, 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 "DEER HEIGHTS" all of which is more particularly described on Exhibit "A" attached hereto; now therefore, Declarants hereby declare that "DEER HEIGHTS" legally described on the face of the plat 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 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.

- A. No lot shall be used for any purpose other than as a residence, residence shall include single family residential or recreational, only.
- B. 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.

All residence on lots shall be:

- (1) Of permanent construction of not less than 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.
- (2) The exteriors, including roof and walls, of all structures on a lot shall be constructed of new materials.
- (3) Buildings on lots 39 thru 48 and 65 thru 73 shall have a height restriction of 20 feet above ground level to roof peak. (This is untouched ground level.)  
Lots 19 thru 38 and 49 thru 64 shall have a height restriction of 25' feet from present ground level to peak of roof.  
Lots 1 thru 18 shall have no height restrictions.  
Garages and outbuildings shall conform to home in height (not higher than, lower is preferred) and shall not be larger than 32 x 40 feet.

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- (4) All garages and outbuildings must conform to dwelling in color. Colors should be selected so as to blend with the environment.
- (5) Tree cutting to be very selective and only to clear a building area.
- (6) 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.
- (7) 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, (no roofs over or attached rooms or porches) they must be totally moveable. Lots shall be limited to two septic connections and 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 and this covenant is designed to prevent any lot from becoming an RV Park not 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 RV's are removed during winter months i.e. at least Dec. Jan. & Feb.
- (8) 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.
- (9) Building permits are required from the governmental agency having jurisdiction and must meet current building codes.
- (10) 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.

ARTICLE II  
LAND USE RESTRICTIONS

- A. Animals may be kept or permitted on the property as household pets only. Pets must be maintained on lot owners property and not allowed to be a nuisance to other property owners.
- B. No signs 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, it's heirs, successors and assigns, to place any size sign on the property. Any sign on the property in violation hereof may be removed by declarant.
- C. 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.
- D. No noxious or offensive activity shall be carried on or allowed upon any lot nor shall

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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.

E. No individual sewage disposal 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 and inspection of such system as installed shall be obtained from such authority ( Lincoln County Environmental Health.)

F. Water and energy conserving fixtures will be used in all new construction, where appropriate.

### ARTICLE III. EASEMENTS AND RESTRICTIONS.

A. Declarants grant each lot owner the right of an appurtenant easement for ingress and egress and utilities. This easement shall be in common with and appurtenant to, all of the property described in Schedule A & B. This easement shall be sixty feet in width being thirty feet on either side of the centerline of existing roads over and across the property described in Schedule A & B and any extensions thereof the declarant may make over parcels described in Schedule A. The declarant shall have the right and option to record a declaration and conveyance of the rights of way and to dedicate portions of said roads to Lincoln County as public roads.

B. The maintenance and repair of roads shall be undertaken by a road committee of three owners within the boundaries of property described in Schedule A. 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. A non-profit Corporation shall be set up by the developer upon final approval of the first plat in property described in Schedule A and a fee of \$100. per lot shall be collected from each lot buyer which will be one year maintenance fee until such time as a more accurate figure can be ascertained. Said sums shall be placed in an account for road maintenance to be performed by developer until 50% of lots are sold. When 50% of lots are sold, the lot owner's committee shall be elected and books and funds of road maintenance non profit Corporation shall be turned over to them. All sums of money must be deposited in an approved checking account and good bookkeeping practices maintained.

The road committee shall have the right to assess land owners per lot for costs of maintenance and repairs only, all major adjustments to road systems must have a 75% lot owner vote of yes for approval. Costs of road maintenance and repair shall be assessed when due and shall be a lien upon the property enforceable at law.

Declarants property owned within Schedule A shall not be obligated for the costs of road maintenance.

C. Declarant and or assigns shall have perpetual rights to ingress and egress over all existing roads or roads to be built in all plats of Deer Heights and property described in Schedule A.

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D. Declarants further grant each lot owner of property described in Exhibit A attached, the right to an appurtenant easement for ingress, egress and utilities over Fawn Lane and a portion of Lake View Drive, together with the 60 foot easement to property described in Schedule B according to Deer Meadows Plat II attached. Declarant agrees to maintain this portion of the road system to County specifications until such time as the County agrees to place it in the Lincoln County road system under County maintenance or the Deer Heights road committee assumes the developers responsibility when 75% of lots in Plat I are sold, whichever occurs first.

E. There is an easement for utilities of ten (10) feet on the frontage of each lot and (7) feet along all other boundary lines, as needed.

F. 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 for their development of the remainder of property covered in schedule A.

ARTICLE IV.  
DEER MEADOWS WATER SYSTEM.

A. All lots will be served by the DEER MEADOWS WATER SYSTEM a privately owned system operating under Washington State ground water permit number G3-28837P and approved by the Washington State Department of Health, engineering provided by Munson Engineers of Wenatchee, WA. The system meets all current health requirements and will be operated by a licensed operator, in accordance with rules set by the Washington State Transportation & Utilities commission when required, who will ultimately set the charges and bookkeeping procedures.

B. The drilling of a private well is not allowed on any lot within Deer Heights Plat I.

C. WATER FEES: A hookup fee of \$450. will be charged when a lot owner wishes to connect to the water system. This fee includes Meter cost, shut off valve and excavation. The lot owners line within their lot boundary is their responsibility and shall meet all state and county codes, a backflow valve is required for underground sprinkler systems. A fee of \$10. per month will be charged all non water users. Minimum monthly fee is \$15.00 for up to 5,000 gallons with .25cents per one thousand (1,000) gallons over and above the minimum will be charged after hookup and meter installation. Fees may increase or decrease as utility and maintenance costs increase and 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 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 the same and/or foreclose the lien against the property.

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SCHEDULE 'A'

A portion of Section 31, Township 28 North, Range 36 E. W.M. Lincoln County, Washington, described as follows:

All that part of Section 31 lying westerly of the westerly right-of-way of the Miles-Creston County road and northerly of the center of a Canyon in the SW quarter of said Section 31 as described in Title report No. V-9352.

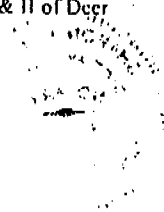
EXCEPT; Therefrom that portion conveyed to the UNITED STATES by Deed recorded in Vol. 85 of Decds page 524 under auditors file 219745 and Book 110, page 1101 under auditors file 298769.

EXCEPT; A tract of land lying and being in the NE quarter of Section 31 Township 28 N. Range 36 E. W.M. ; described as follows: Commencing at the Northwest corner of the N.E. quarter of said section 31; thence N87degrees 55 minutes 32 seconds E. along the north line of said section 31 for 423.58 ft. to the POINT OF BEGINNING. thence S 02 degrees 04 minutes 28 seconds E. for 673.25 ft; thence N 87 degrees 55 minutes 32 seconds E for 650.00 ft. more or less to the Westerly right of way of the Miles - Creston County road; thence in a northeasterly direction along the westerly right of way of said County road for 890.56 ft. more or less to an intersection with the north line of said section 31; thence S 87 degrees 55 minutes 32 seconds W along said section line for 1227.35 ft. to the POINT OF BEGINNING.

CONTAINING 14.06 ACRES MORE OR LESS.  
Total described property minus exceptions is 232.04 acres.

SCHEDULE "B"

Easement over and across the roads in Plats I & II of Deer Meadows, Lincoln County, Washington.

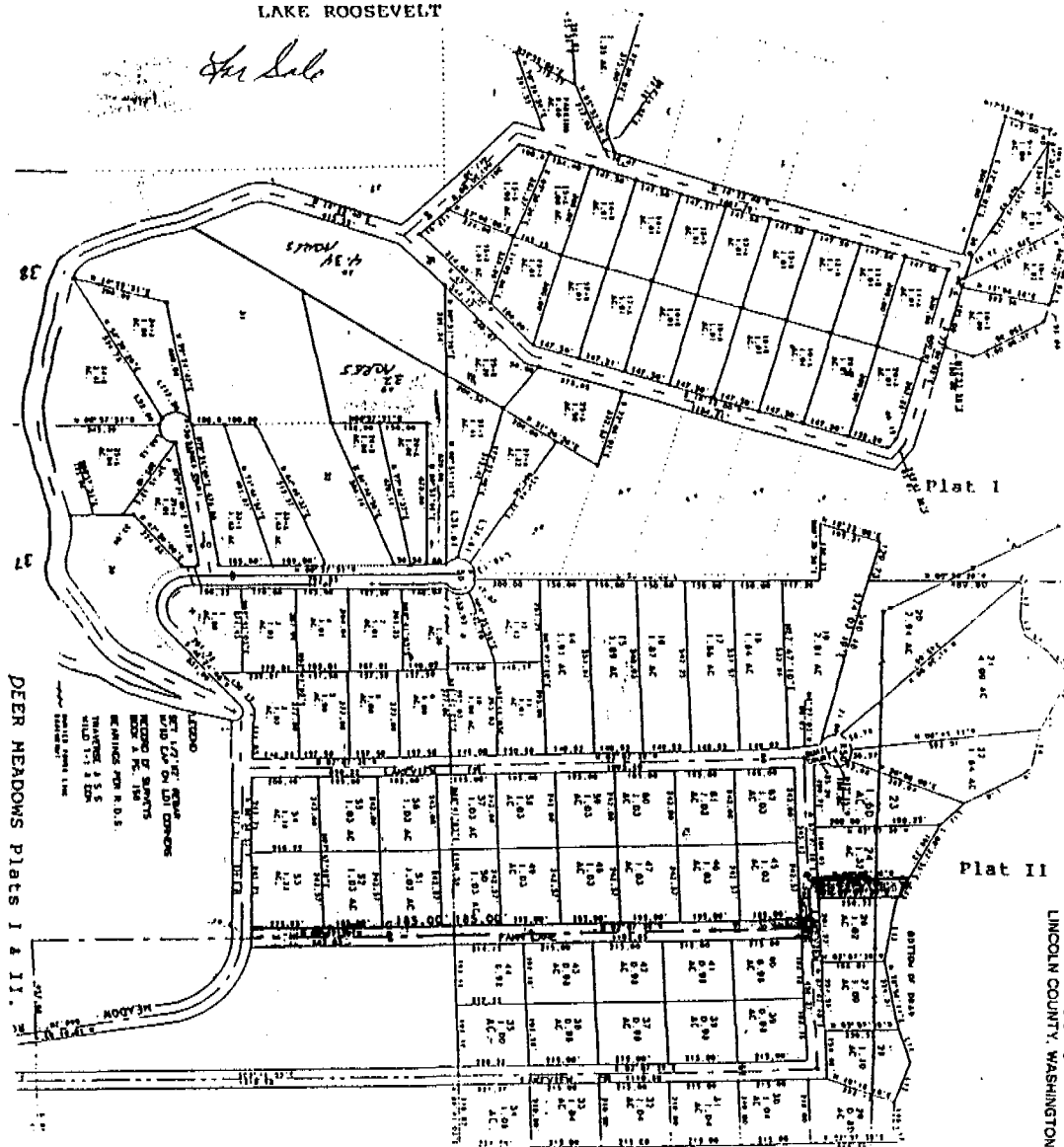


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Exhibit B

LAKE ROOSEVELT

*For Sale*



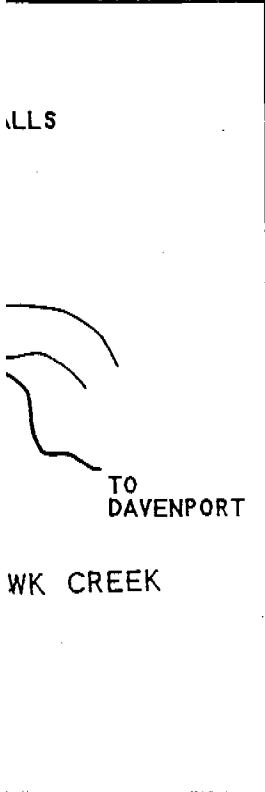
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STONE  
POST

# DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, HAVING ALL RIGHT, TITLE AND INTEREST IN AND TO THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND GRANT TO THE LOT OWNERS THE NON-EXCLUSIVE RIGHT TO USE THE ROADS AND STREETS AS PLATTED AND ADJOINING PRIOR PLATS, DEER MEADOW PLATS 1, 2, & 3 WHICH THE UNDERSIGNED HAVE AN UNDIVIDED 1/2 INTEREST IN AND ANY ADDITIONAL PLATS TO THIS PLAT AS A MEANS OF INGRESS AND EGRESS FOR PRIVATE ROADWAY PURPOSES AND TO USE UTILITY EASEMENTS AND AREAS RESERVED FOR COMMON USE SUBJECT TO A REASONABLE CHARGES TO MAINTAIN SUCH ROADS, STREETS, UTILITY EASEMENTS, AND AREAS RESERVED FOR COMMON USE. THE UNDERSIGNED ALSO RESERVES THE RIGHT TO MAKE ALL NECESSARY CUTS AND FILLS FOR SLOPES UPON LOTS SHOWN ON THE PLAT AND THE REASONABLE GRADING OF ALL ROADS AND STREETS AND THE RIGHT TO DRAIN ALL ROADS AND STREETS. THE UNDERSIGNED ALSO DO HEREBY GRANT A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST AND GOVERNMENT AUTHORITY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF PUBLIC FACILITIES AND PUBLIC PROPERTY WITHIN THE SUBDIVISION.



[Signature]  
Donald S. Olson, President

S.O.S.  
LIMITED LIABILITY CO.,  
LA CONNER VENTURES, INC.

[Signature]  
Charles R. Spencer, Trustee

Spencer Family Trust:  
CHARLES R. AND GLORIA M. SPENCER  
ROUTE 1, BOX 732  
DAVENPORT, WA. 99122  
509-725-1677

[Signature]  
Gloria M. Spencer, Trustee

STATE OF WASHINGTON  
COUNTY OF Spokane

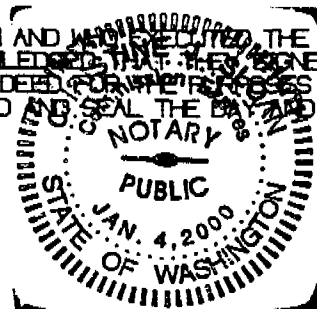
ON THIS 17 DAY OF Aug, 1998 BEFORE ME PERSONALLY APPEARED

[Signature]  
[Signature]  
AND [Signature]

TO ME KNOWN AN 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 PURPOSES AND USES THEREIN MENTIONED. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

[Signature]  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT Davenport  
EXPIRES 6-4-2000

Christine J. Sloan



STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_ BEFORE ME PERSONALLY APPEARED

AND \_\_\_\_\_  
TO ME KNOWN AN 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 PURPOSES AND USES THEREIN MENTIONED. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT \_\_\_\_\_  
EXPIRES \_\_\_\_\_



ON THIS \_\_\_DAY OF \_\_\_19\_\_\_ BEFORE ME PERSONALLY APPEARED

AND

TO ME KNOWN AN 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 PURPOSES AND USES THEREIN MENTIONED. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT  
EXPIRES

## EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED AND GRANTED UNDER AND UPON THE 10 FT. IN WIDTH WITHIN ROAD AND STREETS RIGHT-OF-WAY AND ACROSS THE SAME IN WHICH TO INSTALL, MAINTAIN AND RENEW ELECTRICAL, TELEPHONE, WATER, SEWER AND OTHER UTILITY TYPE SERVICES, TOGETHER WITH THE RIGHT OF EGRESS AND INGRESS TO SAID EASEMENTS FOR THE PURPOSES HEREIN STATED. THERE IS ALSO RESERVED A 5 FT. EASTMENT EACH SIDE OF ALL INTERIOR LOT LINES AND A 10 FT. EASEMENT ALONG EXTERIOR LOT LINES FOR THE ABOVE STATED PURPOSES THIS ALSO APPLIES TO ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT.

## RESTRICTIONS AND RESERVATIONS

THE COSTS OF CONSTRUCTION, MAINTAINING AND SNOW REMOVAL OF ALL ROADS AND STREETS WITHIN THIS PLAT SHALL BE THE OBLIGATION OF ALL OWNERS OF LOTS OF THIS PLAT AND ANY ADDITIONAL PLATS THAT MAYBE SERVED BY THESE ROADS AND STREETS. IN THE EVENT THAT THE OWNERS OF THE LOTS WITHIN THIS PLAT OR ANY ADDITIONAL PLAT SHALL PETITION THE COUNTY COMMISSIONERS TO INCLUDE THE ROADS IN THE COUNTY SYSTEM IT IS UNDERSTOOD THAT THE ROADS SHALL FIRST BE RECONSTRUCTED TO MEET COUNTY ROAD STANDARDS BY THE OWNERS OF THIS PLAT AND ANY ADDITIONAL PLATS

### LEGEND

- o-SET 1/2"X2" REBAR  
W/PLASTIC ID CAP  
AT LOT CORNERS.
- SET 1/2"X2" REBAR  
WITH ALUM. CAP ON  
ROAD CENTERLINE. BURIED.

BEARINGS BASED ON THE  
WEST LINE OF THE  
NW1/4 OF SEC. 31  
AS BEARING  
N00°55'24"W

TRAVERSE & S.S.  
TOTAL STA  
NIKON 20A

SEE USBR DRAWING NO. 222-117-16430  
SEET 25 OF 237 FOR US GOVT. BNDRY  
AND RELATED CORNER DATA

SURVEYORS CERTIFICATE