

152

399914

FILED FOR RECORD July 17
 1995, at 11:45 o'clock A. M.
 request of Shelly Johnston
 SHELLY JOHNSTON
 Lincoln County Auditor
 By [Signature] Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
 OF
 DEER MEADOWS PLAT III.

FILED
 INDEXED
 FILMED
 DIST.

THIS DECLARATION, MADE AND ENTERED INTO THIS // DAY OF
July, 1995, by DEER MEADOWS, INC. with offices at Rt. 1, Box 203, Davenport,
 Washington 99122, Richard M. & Audrey G. Bixby, Charles R. & Janet S. Harber, and Erica C.Y. Dao.

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 Meadows III", legally described in the face of the plat and a part of exhibit "A-1" attached hereto; now therefore, Declarants hereby declare that all of the property described in exhibit "A-1" above shall be held, sold and conveyed with road and water easements according to Plat. These COVENANTS, CONDITIONS, AND RESTRICTIONS, APPLY TO DEER MEADOWS PLAT III, 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

- (1) No lot shall be used for any purpose other than as a residence, residence shall include single family residential or recreational, only.
- (2) No dwelling, residence, outbuilding, fence, wall, building, pool, or other structure shall be erected, altered, placed or maintained on any lot unless it comply with these restrictions.
- (3) No lot shall be subdivided.

ALL RESIDENCE ON LOTS SHALL BE:

- (1) Of permanent construction of not less than 1200 square feet devoted to living area. No off site constructed homes will be allowed, without prior approval of the architectural committee; i.e. no single/double wide mobile homes.
- (2) The exteriors, including roof and walls of all structures on a lot shall be constructed of new materials.
- (3) The home shall be the first structure erected on the lot, unless prior approval is received from the architectural committee. Except a small storage unit no larger than 8 X 12 X 7 in height and must be the same color as home when home is completed.
- (4) Garages and outbuilding shall be no larger than one-half the sq. ft. of the home and no more than 18 ft. in height.

- (5) Home and outbuildings must conform in color, exterior finish, height, and style for a coordinated appearance.
- (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. Except rear property lines of lots immediately adjoining the Golf Course, where a set back of 25 ft. shall be observed.
- (7) Exterior of buildings must be completed within one year of start of construction.
- (8) Low intensity or shaded yard lighting is preferred.

HEIGHT RESTRICTIONS:

No structure on lots bordering the golf course shall be higher than twenty-two (22), feet above the present ground level.

FENCING:

Any fencing over four feet in height must be of the chain link, or wire mesh variety, except for a small area around pools or patio and these must be for privacy and no longer than necessary so as not to obstruct the neighbor view of the lake or golf course. Approval by the architectural committee is required.

ARCHITECTURAL COMMITTEE:

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.

RECREATIONAL VEHICLES:

Motor homes, travel trailers, tents and other vacation type vehicles, may be used for living purposes for vacation, during the summer vacation period only. Recreation vehicles must be kept mobile and lots must be kept clean of camping debris. Recreation vehicles must not be left on the lot past the summer camping months unless the lot contains a residence and is the personal property of the lot owner, except during the construction of the permanent residence.

ARTICLE II

LAND USE RESTRICTIONS.

- (1) 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. No more than 2 dogs & 2 cats on any lot, and no breeding or raising of animals for commercial purposes shall be permitted

- (2) 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, its 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.
- (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 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 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) Lots shall be mowed regularly to prevent fire hazard. If any lot owner fails to keep lot free of tall grass & weeds Declarant, after sending notice to the owners last known address, may, within two (2) weeks of date of notice, mow said weeds or grass and send owner a bill for said mowing. If owner fails to pay such billing it can be filed as a lien against the lot.

ARTICLE III
EASEMENTS AND RESTRICTIONS.

- (1) Declarants grant each lot owner together with owners of adjacent tract owners of property described in exhibit (A-1) attached, 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-1). This easement shall be sixty (60) feet in width being thirty (30) feet on either side of the centerline of existing roads over and across the property described in Schedule (A-1) and any extensions thereof that declarant may make over parcels described in Schedule (A-1). 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.
- (2) 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-1) 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 upkeep by road committee shall be assessed against land owners on the basis of acreage within the boundaries of property described in Schedule (A-1). Declarants property owned within Schedule (A-1) shall not be obligated for the costs of road maintenance, furthermore, the acreage owned by Declarant shall not be considered in determining basis of acreage for prorata cost allocation between owners. All costs of road maintenance and repair shall be assessed when due and shall be a lien upon the

ADDENDUM TO DOCUMENT TITLED
 Declaration of covenants, conditions and restrictions
 of
 DEER MEADOWS PLAT III

(5) LIEN:

Water assessments not paid within 30 days of the due date shall automatically become a lien upon the lot served. Any fees not paid within 30 days of the due date shall 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. In the event that any owner shall fail to pay any assessment within thirty (30) days following the receipt of a registered request, in writing, from the Deer Meadows Water Company, Inc. an action shall be brought to foreclose such lien. This action shall then include the costs and expenses, including attorney fees, incurred in collection or attempting to collect such assessment. No action shall be brought to foreclose such lien until Notice of Lien is mailed to such owner, and a copy thereof is recorded in the office of the Auditor of the county in which the property is situated. Such Lien may be enforced by sale, of the property, by the Deer Meadows Water System, after failure of the owner to pay such assessment in accordance with the provision of lien foreclosure section of the Washington State Statutes.

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

NOTE: This page was omitted in original document recorded
 July 17, 1995 under Auditor file Number 399914 Volume 65
 pages 1075 thru 1083 and should be inserted in text following
 Page 1078.

FILED FOR RECORD	<i>July 21</i>
1995, at 11:03 o'clock	<i>A. M.</i>
request of	<i>Shelly Johnston</i>
SHELLY JOHNSTON	
Lincoln County Auditor	
By <i>Shelly Johnston</i>	Deputy

FILED
 INDEXED
 FILMED
 DIST.

VOL. 65 PAGE 1231

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.

(3) Declarant and or assigns shall have perpetual rights to ingress & egress over all existing roads or roads to be built in all plats of Deer Meadows and property described in Schedule (A-1).

(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 for their development of the remainder of property covered in Schedule (a-1).

ARTICLE IV
DEER MEADOWS WATER COMPANY, INC.

(1) All lots will be served by the DEER MEADOWS WATER COMPANY, INC. a privately owned company operating under Washington State ground water permit #G3-28837P and approved by the Washington State Department of Health. 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 and Utilities Commission when adequate numbers are using the system.

(2) Drilling of private wells are not allowed on any lot in Deer Meadows Plat III.

(3) The Water System is composed of two wells approx. 180 feet deep, pumping 500- 600 gpm., ground water permit for 875 acre feet per year continuously, for a community domestic and commercial supply. 2- 100,000 gallon storage tanks, lines to the various lots with one outlet on each for domestic water supply. There are provisions for expansion of the water system to other areas for additional lots, such expansion shall be at the sole discretion of the Grantor.

Grantor reserves title to the Water System, including, but not limited to the present Wells, Pumps, Pipeline, Storage Tanks, or other items appurtenant thereto, as well as an easement over and across the lands conveyed for pipelines leading from said wells, where they currently exist or are hereafter located by agreement between parties, their heirs, successors or assigns.

Grantor (water purveyor) reserves the right to sell the System, declare it a Water District by complying with the necessary documentation, or turn it over to a home owners association at Grantors sole discretion.

(4) **WATER FEES:**

A hookup fee will be charged within 60 days of closing. This fee includes meter costs, shut off valve and excavation. The lines within the lot are the owners responsibility and must meet all State and County codes.

A minimum monthly charge will provide 5,000 gallons, with additional charges for each 1,000 gallons used, (see current statement for amounts). There will be a small fee for lot owners who are non users of the Water System.

SCHEDULE "A-1"

Lots 4,5,6 and 7 and the E half of the SW quarter and the SE quarter of the NW quarter of Section 6, Township 27 North, Range 36 E.W.M., EXCEPTING any portion thereof conveyed to the United States of America by deed recorded in Book 89 of Deeds, page 457, for road.

Government Lot 1, the SE quarter of the NE quarter, The E half of the SW quarter of the NE quarter, the E half of the SE quarter and the E half of the W half of the SE quarter of Section 1, Township 27 North, Range 35 E.W.M., EXCEPTING all that portion of above described lands conveyed to the United States by deed recorded in Book 86 of Deeds, page 101, records of said county and portion conveyed to the U.S. in Book 113 of Deeds, page 818, under Auditor's No. 321331.

ALSO all that portion of Section 31, Township 28 North, Range E.W.M. described as follows:

Commencing at a point on the South line at the Church, as recorded in deed dated February 1910 in Book 46 of Deeds, page 292, and the center of the county road, as recorded in Deed dated July 9, 1946, in Book 94 of Deeds, page 281, in the SE quarter of Section 31, running thence North along the center of said county road to the center of the canyon in said quarter, thence running West in the center of said canyon in said quarter; thence running West in the center of said canyon to the west line of said Section; thence South on section line to the Southwest corner of said Section, thence East along the Section to the place of beginning. EXCEPTING that portion conveyed to Swedish Lutheran Church by deed dated February 1910, in Book 46 of Deeds, page 292. ALSO EXCEPTING any portion thereof conveyed to the United States of America, by deed, recorded in Book 89 of Deeds, page 457, for road.

The E half of the NE quarter and Government Lots 1 & 2, Section 36, Township 28 North, Range 35 E.W.M., EXCEPTING the following 6 tracts of land to wit:

1. Tract conveyed to Columbia Realty Company, a corporation, by deed recorded June 7, 1913 in Book 53 of Deeds, page 160.
2. Tract conveyed to Lorena Franz by deed recorded June 18, 1917 in Book 61 of Deeds, page 123.
3. Tract conveyed to Harriet E. Lantzy by deed recorded Sept. 9, 1920 in Book 66 of Deeds, page 365.
4. Tract conveyed to School District 139 by deed recorded February 14, 1921 in Book 67 of Deeds, page 24.

5. Tract conveyed to United States of America by deed recorded December 7, 1936 in Book 84 of Deeds, page 350.

6. Tract contracted to the United States of America by Land contract recorded May 4, 1967, in Book 111, page 1856.

ALSO that portion of the SE quarter of Section 36, Township 28 North, Range 35 E.W.M., more particularly described as follows:

Beginning at the SE corner of Section 36; thence West along the Section line 88 degrees 28'17" West a distance of 1792.85 feet; thence North 77 degrees 37' 08" East a distance of 475.20 feet; thence South 85 degrees 33' 28" West a distance of 391.59 feet; thence North 10 degrees 02' 26" East a distance of 656.50 feet; thence North 15 degrees 54' 55" East a distance of 611.39 feet; thence North 15 degrees 18' 25" East a distance of 301.53 feet; thence North 22 degrees 13'58" East a distance of 555.25 feet; thence South 13 degrees 51' 27" East a distance of 531.51 feet; thence North 45 degrees 19' 43" East a distance of 427.90 feet; thence South 36 degrees 04'36" East a distance of 415.39 feet; thence South 48 degrees 09' 45" East a distance of 460.53 feet; thence North 12 degrees 36'11" West a distance of 1117.27 feet to a point on the East and West center line of said Section 36; thence East 536.77 feet to the East quarter corner of said Section; thence South along the East line of the Section 2631.23 feet to the place of beginning. EXCEPT portion to U.S.A. by deed recorded July 7, 1970 in Book 113, page 818 under Auditor's File No. 321331, records of said County.

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

DECLARANTS:

DEER MEADOWS, INC.
for "DEER MEADOWS PLAT III"

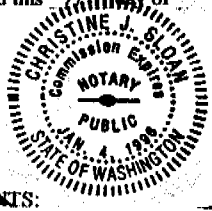
George T. Livingston
PRESIDENT

Gloria M. Spencer
SECRETARY

STATE OF WASHINGTON }
COUNTY OF LINCOLN }

On this day personally appearing before me, George T. Livingston, President and Gloria M. Spencer, Secretary of Deer Meadows, Inc. 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.

Dated this thirtieth day of July, 1995.



Christine J. Sloan
Notary Public in and for the State of
Washington, residing Davenport, W.A.
My commission expires 1-4-96.

DECLARANTS:

Erica C.Y. Dao
ERICA C.Y. DAO

STATE OF _____ }
COUNTY OF _____ }

On this day personally appeared before me, Erica C.Y. Dao, A single person, the individual 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.


Dated this 30 day of May, 1995.

CAROL GORDON
Notary Public, State of New York
No. 01G05038671
Qualified in New York County
Commission Expires November 28, 1996

Carol Gordon
Notary public in and for the State of
New York, My commission
expires 11/28/96

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

DECLARANT:


CHARLES R. HARBER

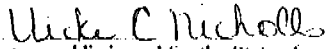

JANET S. HARBER

STATE OF WASHINGTON }
COUNTY OF LINCOLN }

On this day personally appeared before me, Charles R. Harber & Janet S. Harber husband and wife, 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.

Dated this 20 day of June, 1995.

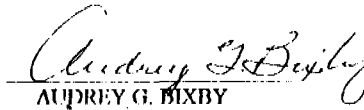



Notary public in and for the State of
Washington, My
commission expires 12-28-97.

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

DECLARANT:

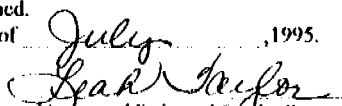

RICHARD W. BIXBY

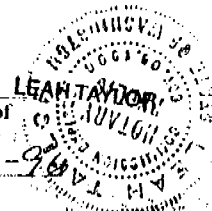

AUDREY G. BIXBY

STATE OF WASHINGTON }
COUNTY OF LINCOLN }

On this day personally appeared before me, Richard Bixby and Audrey G. Bixby husband and wife, the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same of their free and voluntary act and deed for the uses and purposes therein mentioned.

Dated this 7th day of July, 1995.


Notary public in and for the State of
Washington Spokane, My
commission expires 10-8-96



ADDENDUM TO DOCUMENT TITLED
Declaration of covenants, conditions and restrictions
of
DEER MEADOWS PLAT III

(5) LIEN:

Water assessments not paid within 30 days of the due date shall automatically become a lien upon the lot served. Any fees not paid within 30 days of the due date shall 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. In the event that any owner shall fail to pay any assessment within thirty (30) days following the receipt of a registered request, in writing, from the Deer Meadows Water Company, Inc. an action shall be brought to foreclose such lien. This action shall then include the costs and expenses, including attorney fees, incurred in collection or attempting to collect such assessment. No action shall be brought to foreclose such lien until Notice of Lien is mailed to such owner, and a copy thereof is recorded in the office of the Auditor of the county in which the property is situated. Such Lien may be enforced by sale, of the property, by the Deer Meadows Water System, after failure of the owner to pay such assessment in accordance with the provision of lien foreclosure section of the Washington State Statutes.

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

NOTE: This page was omitted in original document recorded July 17, 1995 under Auditor file Number 399914 Volume 65 pages 1075 thru 1083 and should be inserted in text following Page 1078.

FILED FOR RECORD
1995, at 11:03 o'clock A. M.
request of <i>Shelia M. Spencer</i>
SHELLY JOHNSTON
Lincoln County Auditor
By <i>[Signature]</i> Deputy

Shelia M. Spencer

FILED
INDEXED
FILMED
DIST.

VOL. 65 PAGE 1231