

389025

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ROOSEVELT LAKE RANCHES at LINCOLN INC.  
DIVISION NO. 4

THIS DECLARATION, made and entered into this ~~first~~<sup>10<sup>th</sup> day</sup> March  
1992 by ROOSEVELT LAKE RANCHES at LINCOLN WASHINGTON ,  
a Washington sub S corporation, with offices of record at 3568 W.  
MARGINAL WAY S.W. SEATTLE WA. 98106, PHONE 206 937 3400 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" DIVISION 4, 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, shall inure to the benefit of each owner thereof.

ARTICLE I.

BUILDING RESTRICTIONS

1. GENERAL

- a. No lot shall be used for any purpose other than single family residential or recreational purposes. No commercial use of any lot will be permitted. No building, fence wall, pool, structure, trailer vehicle shall be erected moved altered placed on any lot unless it shall comply with these restrictions and the following:
- b. Of permanent construction with a minimum of 1200 square feet of living space. Garages workshops and outbuildings are not living space. All garages workshops and outbuildings must be similar in design and construction of living space. No metal buildings will be allowed.
- c. No trailers, double wide trailers, temporary structures of any kind will be permitted.
- d. All utilities are to be placed underground unless conditions make this impossible rock etc. from the source of utility to the location on the LOT OWNERS property.
- e. 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 consecutive parking on property for each occurrence will be enforced.

FILED ✓  
INDEXED ✓  
FILMED ✓  
DIST. ✓

FILED FOR RECORD March 23  
1992 at 9:50 o'clock AM  
request of Alvin Spencer  
LARRY LINDBLOM  
Lincoln County Auditor

2. DESIGN

- a. The DECLARANT asks that LOT OWNERS of DIVISION 4 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 4. The use of design professionals is recommended. Plans must be submitted to DECLARANT 30 DAYS before any construction starts for DECLARANTS approval. Approval will not be unreasonably withheld by DECLARANT. Plans shall submitted to the following address:

DONALD S. OLSON  
~~8568 W. Marginal Wy S.W.~~ **4734 140TH AVE NE**  
~~Seattle Wa 98106 Phone 206 937-3400~~ **BELLEVUE WA 98005**  
**425 556-0927**  
**FAX 425 885 1437**

The plans must show the following:

1. Site plan showing location of all proposed and existing structures on LOT minimum scale 1" = 20'-0"
  2. Building plans and elevations minimum scale 1/8"=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 4. Should no response be made within 30 day period approval is automatic and owner may consider his plans approved.

3. BUILDING HEIGHTS

- a. The LOTS in DIVISION 4 will be restricted to the following heights to protect the views of lots in DIVISION 4. 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 & radio antennas. TV dishes are not allowed on any roof.
- b. SEE EXHIBIT C ATTACHED map for height restriction of buildings on lots.
- c. SEE EXHIBIT D ATTACHED for height restriction EXHIBIT DRAWING.

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, wood, and composition shingles are acceptable.

5. EXTERIOR WALLS & CONSTRUCTION MATERIALS

- a. The use of thermopane tinted glass is recommended for energy conservation.
- b. Stucco or similar materials is preferred for exterior wall

surfaces. Stone, brick and wood are acceptable. Metal siding walls are prohibited.

- c. The unique black rock on the site will be given to any LOT OWNER free as long DECLARANT has it available. DECLARANT asks that LOT OWNERS use 15% of exterior wall surfaces minimum of this material. Fireplaces and landscaping walls will be considered as part of the 15% minimum area.

#### 6. EXTERIOR COLORS

- 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 4 together. It is not a heat reflector but, the small amount of this natural, available material should be an asset that all LOT OWNERS should make use of.

#### b. ROOFS

- 1. Metal roofs red or earth brown tones preferred.
- 2. Tile roofs red or brown colors preferred.
- 3. Wood roofs and composition shingles red or brown colors preferred.

#### c. WALLS EXTERIOR

- 1. Glass tinted
- 2. 15% black rock
- 3. natural colors beige browns preferred

#### 7. INTERIOR WALLS & COLORS

- a. Colors and materials are of LOT OWNER choice.

#### 8. 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 4.

#### 9. 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 (1) one 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 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 any annoyance or nuisance to the neighborhood, including, but not limited to 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. 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 governmental regulations and requirements which may effect the obtaining of sewage disposal permits.
6. No LOT OWNERS may drill or permit to be drilled a well or 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.
7. No LOT OWNER may cut any trees on their property without the permission from DECLARANT until the property is paid for and LOT OWNER has received a warrenty deed. Trees may be cut for access roads and building sites with approval in writing from DECLARANT prior to cutting and prior to obtaining a deed.

### ARTICLE III.

#### EASEMENTS & 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 all the Roosevelt Lake Ranch plats, which easements of ingress and egress shall be appurtenant to deny 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) day written notice, sent to the address to which the County Treasurer sends tax notices. The Committee shall serve for the terms of three years. All cost 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 of roads to be built in all plats Roosevelt Lake Ranch filed or to be filed in Lincoln County. DECLARANT is not obligated for cost of any road maintenance or improvements, nor will DECLARANT 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 and the BYLAWS of the ROOSEVELT LAKE RANCH WATER SYSTEM recorded under LINCOLN COUNTY AUDITOR'S NO. 373618.
3. The DECLARANT 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 DECLARANTS for any purpose whatsoever.
4. The LOT OWNERS covenants and agree not to object to nor protest any conditional use, zone change, additional plats, 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 B for property covered.
5. 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 boundry 10 feet wide and 7 foot wide along the boundry line parallel to the street frontage together with the right to enter upon lots at all times to operate and maintain said overhead or underground utility.

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

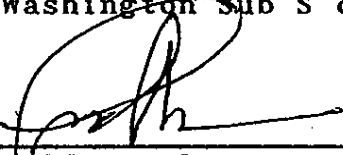
period of Thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in 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 way affect any of the other provisions which shall remain in full force and effect.

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

"DECLARANTS"

ROOSEVELT LAKE RANCHES at LINCOLN INC.  
A Washington Sub S corporation

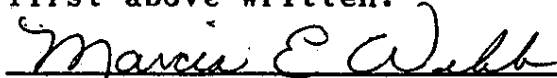


Donald S. Olson  
President

STATE OF WASHINGTON  
COUNTY OF LINCOLN *Chelan*

On this 10 day of March, 1992, before me, the undersigned, a notary public in and for the State of Washington, duly commssioned 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 they signed the same to be their free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

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



Notary Public in and for the State of Washington, residing at East Wenatchee  
My commission expires 5-20-93

Declar



EXHIBIT A

LEGAL DESCRIPTION DIVISION 4

PARCEL A

1. The Southeast Quarter (S.E. 1/4) of the Southwest Quarter (S.W. 1/4) of the Southeast Quarter (S.E. 1/4) and Government Lot 3 of SEC. 17, T. 27 N., R. 35 E., W.M. except that portion conveyed to the United States of America for Columbia River Reservoir, Grand Coulee Dam, Recorded as document No 205910.
2. Government Lot 4 and the Southwest Quarter (S.W. 1/4) of the Southwest Quarter (S.W. 1/4) of Sec. 17, T. 27 N., R. 35 E., W.M. except that portion conveyed to the United States of America.

All situate in Lincoln County, Washington.

IN THE COUNTY OF LINCOLN, STATE OF WASHINGTON

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 $\frac{1}{2}$ N $\frac{1}{2}$  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.)

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



EXHIBIT B

PARCEL 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  $00^{\circ}30'40''$ W, 990 feet along the West line of Section 7 to the true point of beginning, thence North  $00^{\circ}30'40''$ W, 1633.61 feet along the West line of Section 7 to the West quarter corner of Section 7; thence North  $89^{\circ}24'$  E, 275.63 feet to the Reservoir Boundary Point #1; thence South  $03^{\circ}49'35''$  W, 573.33 feet; thence South  $11^{\circ}49'18''$  W, 1087.46 feet to the True Point of Beginning.

PARCEL B

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  $0^{\circ}30'40''$  W, 990 feet, along the West line of Section 7; thence North  $11^{\circ}49'18''$  E, 1087.46 feet; thence North  $3^{\circ}49'35''$ E, 573.33 feet to the Reservoir Boundary Point #1; thence South  $13^{\circ}36'18''$ E, 371.48 feet; thence South  $24^{\circ}34'41''$ E, 325.94 feet; thence South  $30^{\circ}17'35''$ E, 441.08 feet; thence South  $11^{\circ}36'36''$ W, 496.25 feet; thence South  $64^{\circ}38'26''$ E, 505.26 feet; thence South  $14^{\circ}19'07''$ E, 425.13 feet; thence South  $12^{\circ}03'54''$ E, 348.67 feet; thence South  $66^{\circ}50'07''$ E, 297.22 feet to the south line of Section 7, thence South  $89^{\circ}24'00''$ 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

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

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.

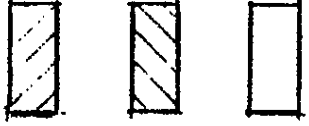
PARCEL E

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.

EXHIBIT C

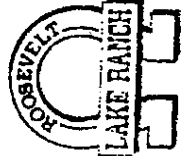
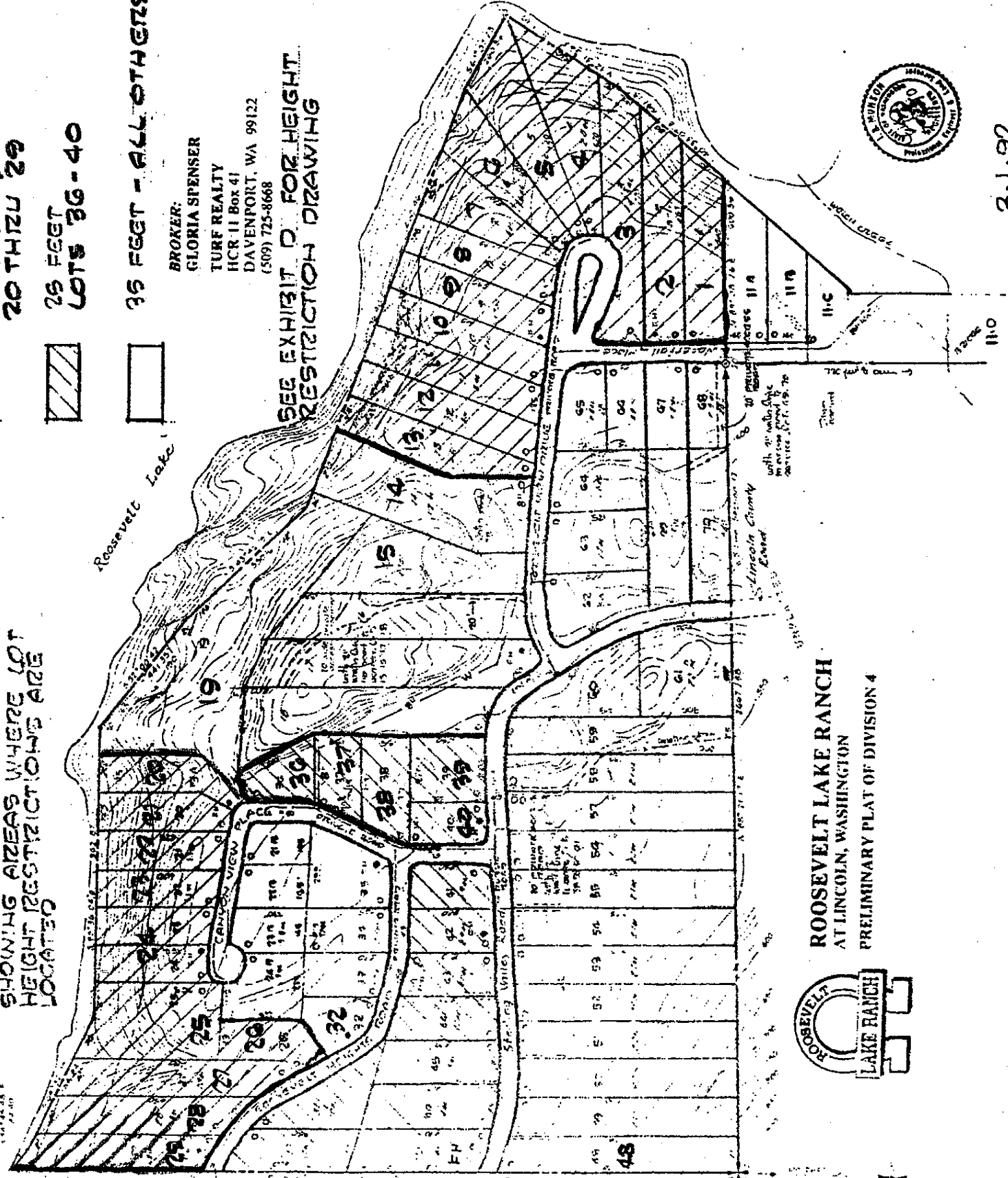
SHOWING AREAS WHERE LOT HEIGHT RESTRICTIONS ARE LOCATED

- 20 FEET LOT 1 THRU 13
- 20 THRU 29
- 25 FEET LOTS 36-40
- 35 FEET - ALL OTHERS



BROKER:  
 GLORIA SPENSER  
 TURF REALTY  
 HCR-11 Box 41  
 DAVENPORT, WA 99122  
 (509) 725-8668

SEE EXHIBIT D FOR HEIGHT RESTRICTION DRAWING

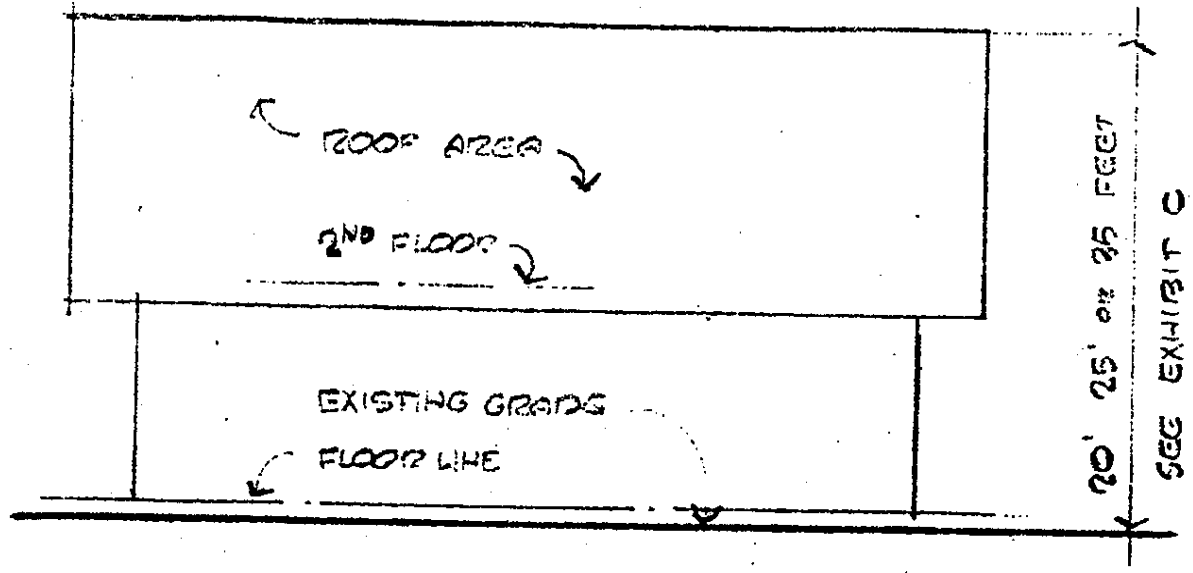


ROOSEVELT LAKE RANCH  
 AT LINCOLN, WASHINGTON  
 PRELIMINARY PLAT OF DIVISION 4

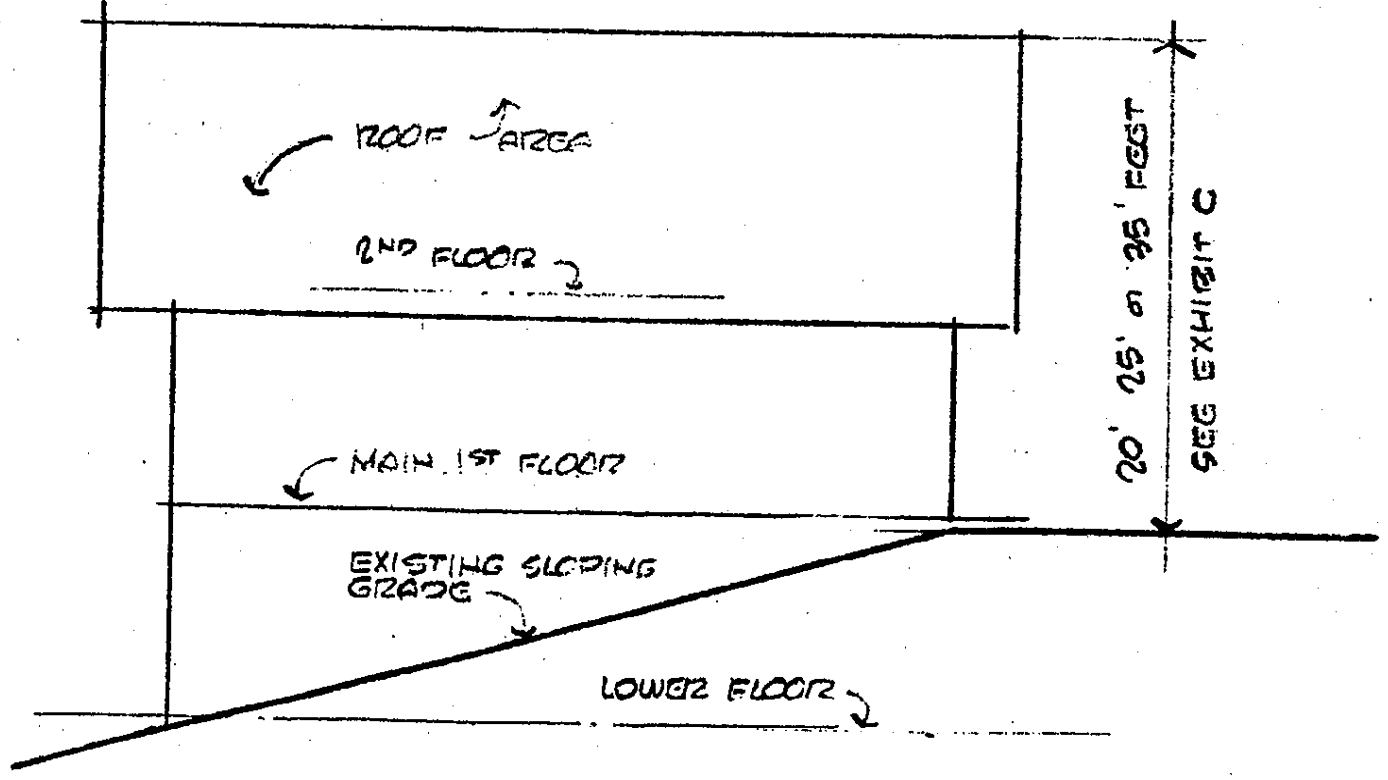


**EXHIBIT D**

SHOWING LIMITS OF ROOF HEIGHTS OF BUILDINGS. REFER TO EXHIBIT C FOR LOCATIONS ON LOTS



ELEVATION NO SCALE  
OF RESIDENCE ON LEVEL LOT



ELEVATION NO SCALE  
OF RESIDENCE ON SLOPING GRADE