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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.  
OF  
DEER MEADOWS PLAT #2

THIS DECLARATION, MADE AND ENTERED INTO THIS 10<sup>TH</sup>  
DAY OF AUGUST, 1992, by Spencer - Livingston, a  
Washington General Partnership, for DEER MEADOWS, with  
offices at Rt. 1, Box 732, Davenport, Washington 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 Meadows Plat #2",  
legally described on 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 the Plat. These COVENANTS,  
CONDITIONS AND RESTRICTIONS, APPLY TO DEER MEADOWS PLAT #2,  
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.

FILED FOR RECORD *February 17*  
19 *93* at *11:06* o'clock *A.M.*  
requested *Shelly Johnston*  
SHELLY JOHNSTON  
Lincoln County Auditor  
By *Charles ...* Deputy

FILED  
INDEXED  
FILMED  
DAST.

FILED FOR RECORD *March 12*  
19 *92* at *2:47* o'clock *P.M.*  
requested *Shelly Johnston*  
SHELLY JOHNSTON  
Lincoln County Auditor  
By *Charles ...* Deputy

ARTICLE 1.

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, building, pool, or other structure shall be erected, altered, placed or maintained on any lot unless it comply with these restrictions.

All residences 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 foundation, (County Building Code Acceptable), no smaller than 28' X 48'.
- (2) The exteriors, including roof and walls, of all structures on a lot shall be constructed of new materials.
- (3) All garages & outbuildings must conform to dwelling height, color and exterior finish--colors should be selected so as to blend in with the environment.
- (4) 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.
- (5) Motor homes, travel trailers, tents and other vacation type vehicles, may be used for vacationing on any lot, but must not be permanent in nature, and limited to two (2)

total septic connections. Vacation shall be defined as a sixty day (60), period.

(6) 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 of commencement.

(7) Building permits are required from the governmental agency having jurisdiction and must meet current building codes.

C. 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 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.

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 an inspection of such system as installed shall be obtained from such authority.

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 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 feet in width being thirty 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.

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-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). Declarant's 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 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.

C. 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).

D. There is an easement for utilities of ten (10) feet on the frontage of each lot and five (5) feet along all other boundary lines, as needed.

E. 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 SYSTEM

A. All lots will be served by the DEER MEADOWS WATER SYSTEM, a privately owned system operating under Washington

[REDACTED]

State Ground Water Permit number G3-28837P and approved by the Washington State Department of Health, as to the 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 adequate numbers are using the service.

B. The drilling of a private well is not allowed on any lot within Deer Meadows Plat #2.

C. The Water System is composed of a well 176 feet deep, air tested at 750 gpm., ground water permit for 875 acre feet per year continuously, for a community domestic supply. Together with a pump, 100,000 gallon storage tank, 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 Well, Pump, Pipeline, Storage Tank, or other items appurtenant thereto, as well as an easement over and across the lands conveyed for pipelines leading from said well, 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.

D. WATER FEES:

A hookup fee will be charged when a lot owner wishes to connect to the water system. This fee includes meter costs, shut off valve and excavation. The lines within the lot are the owners responsibility and shall meet all State and County codes.

A minimum monthly charge will provide 5000 gallons, with additional charges for each 1000 gallons used, (see current statement for amounts.) There will be a small fee for lot owners who are non users of the Water System.

E. 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 system, 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.

- A. 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.
- B. 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.
- C. Invalidation of any one of these covenants by judgement 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 declarants herein, has executed this declaration on the year and date above written.

DECLARANTS:

SPENCER & LIVINGSTON  
a general partnership

for "DEER MEADOWS PLAT #2"

  
GEORGE T. LIVINGSTON

  
CHARLES R. SPENCER

  
LURA L. LIVINGSTON

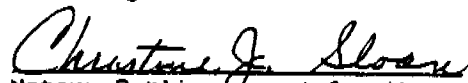
  
GLORIA M. SPENCER

STATE OF WASHINGTON )  
COUNTY OF LINCOLN )

On this day personally appeared before me, George T. Livingston and Lura L. Livingston, husband and wife, and Charles R. Spencer and Gloria M. Spencer, 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 10 day of August, 1992.



  
Christine J. Sloan  
Notary Public in and for the  
state of Washington, residing  
~~Bellevue~~, WA. My commission  
expires 1-4-96

SCHEDULE "A-1"

Lots 4, 5, 6 and 7 and the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  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 $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the E $\frac{1}{2}$  of the SE $\frac{1}{4}$  and the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  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 36 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 $\frac{1}{4}$  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 $\frac{1}{2}$  of the Northeast 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.

Continued

Schedule "A-1" continued  
V-16572

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 $\frac{1}{4}$  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  $88^{\circ}28'17''$  West a distance of 1792.85 feet; thence North  $27^{\circ}32'08''$  East a distance of 475.20 feet; thence South  $85^{\circ}33'28''$  West a distance of 391.59 feet; thence North  $10^{\circ}02'26''$  East a distance of 656.50 feet; thence North  $15^{\circ}54'55''$  East a distance of 611.29 feet; thence North  $15^{\circ}18'25''$  East a distance of 301.53 feet; thence North  $22^{\circ}13'58''$  East a distance of 555.25 feet; thence South  $13^{\circ}51'27''$  East a distance of 531.51 feet; thence North  $45^{\circ}19'43''$  East a distance of 427.90 feet; thence South  $36^{\circ}04'36''$  East a distance of 415.39 feet; thence South  $48^{\circ}09'45''$  East a distance of 460.53 feet; thence North  $12^{\circ}36'11''$  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.

# 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 AS A MEANS OF INGRESS AND EGRESS FOR PRIVATE ROADWAY PURPOSES AND TO USE UTILITY EASEMENTS AND AREAS RESERVED FOR COMMON USE SUBJECT TO REASONABLE CHARGES TO MAINTAIN SUCH ROADS, STREETS, UTILITIES 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.

Charles R. Spencer  
Gloria M. Spencer

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

George T. Livingston  
Lura L. Livingston

GEORGE T. AND LURA L. LIVINGSTON  
ROUTE 1, BOX 734  
DAVENPORT, WA. 99122  
509-725-6251

STATE OF WASHINGTON  
COUNTY OF Lincoln

ON THIS 19 DAY OF Oct 1992 BEFORE ME PERSONALLY APPEARED

Charles R. Spencer & Gloria M. Spencer  
AND George T. Livingston & Lura L. Livingston

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.

Christine F. Sloan  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
RESIDING AT Odesch  
EXPIRES 1-4-96



## APPROVALS

I HEREBY CERTIFY THAT BASED UPON INFORMATION OBTAINED FROM THE DEVELOPER THAT THE SANITARY SEWAGE DISPOSAL AND PROPOSED WATER SYSTEM MEET THE REQUIREMENTS OF THIS DEPARTMENT. EACH LOT WILL REQUIRE HEALTH DISTRICT APPROVAL FOR A WATER AND SEWAGE DISPOSAL SYSTEM PRIOR TO THE ISSUANCE OF ALL PERMITS.

EXAMINED AND APPROVED THIS...19...DAY OF Nov 1992  
Ed Dedy  
LINCOLN COUNTY SANITARIAN  
DATE 11/4/92

I HEREBY, AFTER EXAMINATION OF THIS PLAT APPROVE THE SURVEY DATA, LAYOUT OF ROADS AND EASEMENTS.  
Robert Brecken P.E.  
LINCOLN COUNTY ENGINEER  
DATE 10/22/92

I HEREBY CERTIFY THAT THIS SUBDIVISION CONFORMS TO THE COMPREHENSIVE PLAN OF LINCOLN COUNTY.  
Jerry D. Goodman  
LINCOLN COUNTY PLANNING DIRECTOR  
DATE 11-2-92

## 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. EASEMENT 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