

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

**THIS DECLARATION**, made and entered into this 28<sup>TH</sup> 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 constructions 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

VOL 75 page 03932

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, ¼" = 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 local 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 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 government regulations and requirements 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 governmental 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.

**ARTICLE III.  
EASEMENTS AND 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 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

upon fifteen (15) days' written notice, sent to the address to which 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 Auditor's 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 governmental 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.

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.

03935