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Auditor File #: 2003 0430493

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LINCOLN COUNTY, WASHINGTON
SHELLY JOHNSTON, AUDITOR

Document Title(s) (or transactions contained therein):
1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DEER
HEIGHTS PLAT III

- 2.
- 3.

Grantor(s) (Last name first, then first name and initials)
1. S.O.S. LIMITED LIABILITY COMPANY, a Washington Limited Liability Company

- 2.
- 3.
- 4.

Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)
1. PUBLIC

- 2.
- 3.
- 4.

Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

PTN Section 31-28-36

Additional legal is on page of document.

Reference Number(s) (of Documents assigned or released):

Additional numbers on page of document.

Assessor's Property Tax Parcel/Account Number

(Parent Parcel) 2836-031-400061

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page of document.

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LINCOLN COUNTY, WASHINGTON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEER HEIGHTS PLAT III

THIS DECLARATION, MADE AND ENTERED INTO THIS 18th DAY OF September, 2003, by S.O.S. LIMITED LIABILITY COMPANY with offices at 40300 Spencer Lane North, Davenport, Washington 99122.

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 III", Legally described in the face of the plat and as 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 HEIGHTS PLATT III, which are for the purpose of protecting the value and desirability of and which shall run with, the property and be binding and 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 1.
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, builing, pool, or other structure shall be erected, altered, placed or maintained on any lot unless it complies 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 areas. 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.

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- (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 8X12X7 in height and must be the same color as home when home is completed.
- (4) Garages and outbuilding shall be no larger than 30X40 and no more than 25 feet 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.
- (7) Exterior of buildings must be completed within one year of start of construction.
- (8) Low intensity or shaded yard lighting is preferred.

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. 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 thirty (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 the recreational vehicle is the personal property of the lot owner; except during the construction of the permanent residence.

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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 and 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, 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 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 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.
- (7) The Lot Owners may make Deer Meadows, Plat III, a "Gated Community" upon two-thirds (2/3) affirmative vote of the current lot owners, All lots owned by the Developer shall be excluded and shall not be considered in the vote. The Developer shall not be obligated to pay any costs to construct the gated area for the community or the maintenance thereof.

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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 said committee shall be assessed against land owners on the basis of average within the boundaries or 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 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 to be built in all plats of Deer Heights 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.

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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 is not allowed on any lot in Deer Heights 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. 1-117,000 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 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 at 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.

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ADDENDUM TO DOCUMENT TITLED
Declaration of Covenants, Conditions and Restrictions of
DEER HEIGHTS 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 Deer Meadows Water Company, Inc., an action shall be brought to foreclose such lien. This action shall then include the cost 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 Lincoln County. 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 way effect any of the other provisions, which shall remain in full force and effect.

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

DECLARANTS:

S.O.S. LIMITED LIABILITY COMPANY
A Washington limited liability company

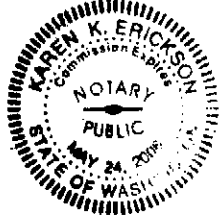
Charles R. Spencer
Charles R. Spencer, Manager

Donald S. Olson
Donald S. Olson, Manager

STATE OF WASHINGTON }
) ss.
COUNTY OF LINCOLN }

On this day personally appearing before me, KAREN K. ERICKSON, Charles R. Spencer, manager of S.O.S. Limited Liability Company, 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 18th day of Sept, 2003



Karen K. Erickson
Notary Public in and for the State of
Washington, residing Davenport, WA.
My commission expires 5-24-06

STATE OF WASHINGTON }
) ss.
COUNTY OF LINCOLN }

On this day personally appearing before me, KAREN K. ERICKSON, Donald S. Olson, manager of S.O.S. Limited Liability Company, 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 18th day of Sept, 2003




Karen K. Erickson
Notary Public in and for the State of
Washington, residing Davenport, WA.
My commission expires 5-24-06

DECLARANTS:
S.O.S. LIMITED LIABILITY COMPANY

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Charles R. Spencer, Manager


Donald S. Olson, Manger

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STATE OF WASHINGTON)
) ss.
County of Lincoln)

I certify that I know or have satisfactory evidence that Charles R. Spencer signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of S.O.S. Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of Sept, 2003.

Karen K Erickson
NOTARY PUBLIC (Signature)
KAREN K ERICKSON
(Printed Name)
My commission expires 5-24-06

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
County of Lincoln)

I certify that I know or have satisfactory evidence that Donald S. Olson signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Manager of S.O.S. Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of Sept, 2003.

Karen K Erickson
NOTARY PUBLIC (Signature)
KAREN K E. ERICKSON
(Printed Name)
My commission expires 5-24-06

(Seal or Stamp)



PLAT III
SCHEDULE A-1

A tract of land lying and being in a portion of Section 31, Township 28 North, Range 36 E.W.M., Lincoln County, Washington, described as follows:

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Commencing at the Northwest corner of the Northeast Quarter of Section 31, thence North 87°55'32" East along the North line of said Northeast Quarter of Section 31 for 423.58 feet thence South 02°04'28" West for 673.25 feet to the Point of Beginning; thence South 87°55'32" West for 141.72 feet; thence South 23°00'00" West along the Easterly line of Deer Heights Plats No. 1 and No. 2 for 2337.69 feet; thence South 01°30'00" West for 1080.00 feet thence North 72°02'20" East for 40.58 feet; thence South 66°40'59" East for 133.28 feet; thence South 79°22'40" East for 87.89 feet; thence South 82°53'49" East for 90.70 feet; thence North 79°11'20" East for 98.95 feet; thence North 70°01'37" East for 102.77 feet thence North 57°26'37" East for 79.63 feet; thence North 57°26'37" East for 23.68 feet; thence North 66°56'54" East for 114.07 feet; thence North 55°28'35" East for 161.15 feet thence North 60°31'40" East for 135.14 feet to a point on the Westerly Right-of-Way of the Miles-Creston County Road and on a curve to the left in a Northwesterly direction (R=513.00) for an arc distance of 109.92 to a Right-of-Way jog; thence North 70°48'42" East for 10.00 to a point of curve to the left (R=523.00) for an arc distance of 15.70 feet; thence North 20°54'30" West for 232.70 feet to a curve to the right (R=1196.00) for an arc distance of 887.15 feet; thence North 21°35'30" East for 1631.70 feet to a curve to the right (R=1960.00) for an arc distance of 214.38 feet; thence South 87°55'32" West for 650.00 feet to the Point of Beginning.

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