

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**OF ROOSEVELT LAKE RANCHES AT LINCOLN, INC.**

**DIVISION VI,**

**THE GLENS AT LINCOLN**

THIS DECLARATION, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by ROOSEVELT LAKE RANCHES AT LINCOLN, INC., a Washington Sub-S Corporation, with office of record at 450 Ferguson Drive, Mountain View, CA 94043, as DECLARANT.

WITNESSETH:

WHEREAS, the 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 VI, The Glens at Lincoln, 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. No commercial use of any lot will be permitted. No building, fence, wall, pool, structure shall be erected, moved, altered, or placed on any lot, nor permanent installation of RV or vehicle or manufactured housing be allowed unless it shall comply with these restrictions and the following:

- A. All construction shall be placed on a concrete foundation and frame construction. Houses shall be of a minimum 1200 square feet of living area. Garages, workshops, and outbuildings must be similar in design and construction to living space. No metal buildings will be allowed.
- B. No trailers, double-wide mobile homes, manufactured homes, or temporary structures of any kind will be permitted.
- C. All utilities are to be place 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 made permanent; and more than 30 days of consecutive parking on property for each occurrence will not be permitted.

- E. Garages, workshops, or other outbuildings may be constructed prior to the house construction, provide the overall design, including the residence design has been pre-approved as outlined below in Section 2.

2. DESIGN

- A. The Declarant asks that lot owners of Division VI, The Glens at Lincoln, follow the following guidelines in preparing plans and specifications to build on their lot. 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 VI, The Glens at Lincoln. The use of design professionals is recommended. Plans must be submitted to Declarant thirty (30) days before any construction starts for Declarant approval. Approval will not be unreasonably withheld by Declarant.

Plans shall be submitted to the following address:

Jerry and Debbie Ivy  
Roosevelt Lake Ranches at Lincoln  
450 Ferguson Drive  
Mountain View, CA 94043  
Phone 650/967-308  
Fax 650/960-3013  
E-mail [ivy@autochlor.net](mailto:ivy@autochlor.net)

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, 1/4"=1'0"
- 3. Exterior materials and colors proposed on all buildings.
- 4. Location of all underground and overhead utilities.
- 5. If garage, or other outbuilding, is being constructed prior to the house, plan must show future home site. Placement of the home site should preserve the potential views from the lot and respect the views of adjacent lot owners.

3. BUILDING HEIGHTS

- A. Structures in Division VI, The Glens at Lincoln, will be restricted to one story, or a maximum of 20 feet above the ground for lots 2, 4, 6, 8, and 10. For all other lots in the division, heights are governed by local building codes. 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, TV, radio, and wireless antennas may exceed this height.

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. Wood shakes or shingles are not allowed.
- 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 are 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. Colors are a suggestion, but if everyone tries to blend with the neighborhood, all will benefit.
  - B. Roofs
    - 1. Metal roofs or red or earth tones are preferred.
    - 2. Tile roofs of red or brown colors are preferred.
    - 3. Composition shingles of red or earth tones are preferred.
  - C. Exterior Walls
    - 1. Tinted glass
    - 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 VI, The Glens at Lincoln.
8. TIME OF CONSTRUCTION

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 with 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, slightly condition at all times and be kept free of junk, debris, containers, equipment, and materials. However, reasonable keeping of equipment 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 and disposed of in lawful manner.
- 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 systems as installed shall be obtained from such authority. Declarant warrants that Lincoln County approval can be obtained for sewage disposal at the time of sale, but the Declarant cannot be held responsible for future changes in government regulations, which may affect the obtaining of sewage permits.
6. 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.
7. No lot owner may drill, or permit to be drilled, a well, or appropriate any surface of other water, or make application to any government authority for water rights.
8. Lot owners shall keep lot cleared of noxious weeds and shall keep lot mowed to reduce fire hazard.

### **ARTICLE III**

#### **EASEMENTS AND RESTRICTIONS**

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 Sub-division 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 Lincoln County Treasurer sends tax notices. The Committee shall serve for a 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 Ranches at Lincoln, Inc. filed or to be filed in Lincoln County. Declarant is not obligated for cost of any road maintenance or improvements.
2. Declarant, the Roosevelt Lake Ranch Water System, and Lincoln County Electric, 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 seven (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 even if said utility easement is not recorded on the face of the Plat. Property owner is responsible to build no permanent structure over or under such 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 Roosevelt 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 the development of the remainder of proposed Roosevelt Lake Ranches at Lincoln, Inc. 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 nor otherwise to pay dues on any lots not sold or repossessed, no shall the Roosevelt Lake Ranch Water System, a Washington nonprofit corporation, have the power to assess the Declarant for any purpose whatever.
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 have installed a meter, coppersetter, and back flow prevention device at the time water is hooked up by an approved contractor. Meters may be purchased from the Roosevelt Lake Ranch Water System.
5. Water fees are subject to change by the Board of Directors. As of the Date of this Declaration, fees are:

Hook Up fee paid at time of purch.	\$1,500.00
Transfer fee	\$ 250.00
Subdivision fee	\$5,000.00
Monthly Water-Hooked up	\$ 40.00
Monthly Water-Non Hooked up	\$ 25.00

Currently, other fees are:

Sub-division fee	\$5,000.00
Tract fee per house	\$2,500.00
Condo fee per unit	\$1,000.00

Updated information may be obtained from the Board of Directors of the Roosevelt Lake Ranch Water System or by contacting the Bookkeeper who sends the water billing statements. Any fees not paid within thirty (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.

## ARTICLE V

### GENERAL PROVISIONS

1. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the dates 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 owners of the lots have 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 affect any of the other provisions, which shall remain in full force and effect.

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

**DECLARANT**

**ROOSEVELT LAKE RANCHES AT LINCOLN, INC.**

A Washington Sub-S Corporation

\_\_\_\_\_

Jerry L. Ivy,  
President

STATE OF CALIFORNIA            }  
COUNTY OF SANTA CLARA       }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared JERRY L.IVY, who proved to me on the basis of satisfactory evident to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

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

\_\_\_\_\_  
Notary Public in and for the State of California  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

(seal)