

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ROSLYN RIDGE EAST OWNERS ASSOCIATION  
Draft Dated 9-15-2021**

This Declaration of Covenants, Conditions and Restrictions for Roslyn Ridge East Owners Association (the "Declaration") is given as of the \_\_\_\_\_, by BFP Holdings LLC, a Washington limited liability corporation (the "Declarant").

WHEREAS, the Declarant is the owner of certain real property located in Kittitas County, Washington, legally described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, It is the intent of the Declarant that certain qualities and assets of the Property be preserved, and it is desirable to protect the present and future property values and enjoyment thereof; and, to that end, the Declarant desires a means to preserve and protect the intended character of the Property.

NOW, THEREFORE;

Declarant declares that all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, reservations, easements, assessments and lien rights, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These restrictions, covenants, conditions, reservations, easements, assessments and lien rights shall run with the Property and shall be binding upon all persons or entities now having or hereafter acquiring any right, title, or interest in and to the Property, or any part thereof, and these restrictions, covenants, conditions, reservations, easements, assessments and lien rights shall be binding upon their respective heirs, successors, and assigns, and shall inure to the benefit of each individual and/or entity having or hereafter acquiring any rights, title, or interest in and to the Property, or any part thereof, and their heirs, successors, and assigns.

1. **DEFINITIONS.** For the purpose of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

1.1. "Additional Property" means any land, whether or not owned by Declarant, which may be made subject to this Declaration as provided in Section 2 and which shall thereafter be a part of the Property.

1.2. "Address of Record" shall mean the official address of the Lot Owner(s), as maintained in the records of the Declarant and, after the transition date, the Association, to serve as the location for notices of pending meetings, elections and official proceedings pursuant to this Declaration. It shall be the Lot Owner's responsibility to provide the Declarant and, after the Transition Date, the Association with the Lot Owner's mailing address.

1.3. "Affiliate" means any entity which controls, is under the common control with or is controlled by Declarant.

1.4. "Architectural and Landscaping Review Committee (ALRC)" shall mean the subcommittee of the Association established by the Board, consisting of three Association Board members.

The Architectural and Landscaping Review Committee (ALRC) shall have the responsibility for reviewing and approving improvements to the lots by Owners to ensure compliance with this Declaration.

1.5. “Articles” means the Articles of Incorporation of the Association.

1.6. “Assessments” means all assessments and other charges, fines and fees imposed by the Association in accordance with this Declaration, including, without limitation, General Assessments, Special Assessments, and Specific Assessments.

1.7. “Association” shall mean the Roslyn Ridge East Owners Association, a Washington Non-Profit Corporation, comprised of the Lot Owners.

1.8. “Auditor” means the Auditor of Kittitas County, Washington, or such successor agency charged with maintaining the real estate records for property with in Kittitas County.

1.9. “Board of Directors” and “Board” shall mean the individuals selected by the Declarant or elected by the Association to manage and administer the Roslyn Ridge East Owners Association in accordance with the Bylaws of the Association and this Declaration.

1.10. “Bylaws” shall mean the Bylaws of the Association as initially promulgated by the Declarant, and as amended from time to time, which, with this Declaration, provide for the organization of the Association and for the administration of the Association, and this Declaration.

1.11. “Community Improvements” means all real and personal property, including easements and leasehold interests, designated as such in this Declaration, in any Supplemental Declaration subjecting additional property within the Roslyn Ridge Owners Association to this Declaration or in any conveyance to the Association, and for which the Association has maintenance, insurance, operating, or other responsibility under this Declaration or other agreements entered into by the Association. The Community Improvements shall also include all real and personal property which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of all Owners and occupants of the property subject to this Declaration and such additional property which may be added in the future.

1.12. “Construction” and “Constructed” shall mean any construction, reconstruction, erection or alterations of a Structure, except that which may take place entirely within and affects only the interior of an existing Structure.

1.13. “Declarant” shall mean the party developing the Property and signing this Declaration, or the heirs, successors or assigns thereof.

1.14. “Declaration” means this Declaration of Covenants and Easements for Blue Jay Land Company LLC as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.15. “Development Period” shall mean the period of time between the date of this declaration and the Transition Date.

1.16. “Governmental Authority” means the County of Kittitas the State of Washington, the United States of America or other governmental entity or agency that has or acquires jurisdiction over the Property or any portion thereof, or sales of the Property, from time to time.

1.17. “Immediate Family” shall mean husbands, wives, children (including step children), parents and grandparents of a Lot Owner. This definition may be expanded by the Declarant or the Board after the Date of Transition.

1.18. “Lot” shall mean any parcel of land within the Property created pursuant to and in compliance with the rules, regulations, ordinances and/or laws applicable thereto, regardless of ownership or date created.

1.19. “Lot Owner” shall mean any person or entity that holds fee title or a vendee’s interest under a real estate contract of any Lot. The word Lot Owner shall also be construed to include any person or entity that has, or claims to have, a legal or equitable interest in a Lot, including but not limited to, lien claimants, easement holders, tenants or other persons in possession. Regardless of the number of persons or entities which may qualify as a Lot Owner as defined herein, each Lot shall be entitled to only one vote in any situation in which this Declaration requires the vote of or approval by Lot Owners.

1.20. “Mortgage” shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.21. “Mortgagee” shall mean the secured party under a mortgage, deed of trust, or other real property security interest, including a sellers’ interest in a real estate contract, covering a Lot or other portion or all of the Property.

1.22. “Roslyn Ridge East Owners Association” shall refer to the Property, including any Additional Properties added pursuant to Section 2.

1.23. “Office of Record” shall mean the office of the Declarant and/or the Association.

1.24. “Owner” means the Person or Persons, including Declarant, owning any Unit in the Property, but does not include a tenant or holder of a leasehold interest or a Mortgagee or other Person holding only a security interest in a Unit. If a Unity is sold under a recorded real estate installment sale contract, the purchase (rather than the seller) will be considered the Owner unless the contract specifically provides to the contrary. The rights, obligations and other status of being an Owner commence upon the acquiring of the ownership of a Unit and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from its obligations incurred prior to termination.

1.25. “Person” means a human being, a corporation, partnership, limited liability company, trustee or other legal entity.

1.26. “Primary Purpose” The primary purposes of this Declaration is to assure within the Property: (i) standards that will safeguard the privacy and quiet enjoyment of all Lot Owners; and (ii) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography, finish grade elevation and adjacent Lots and improvements thereon; and (iii) those purposes and objectives set forth in the Recitals.

1.27. “Property” shall mean the property described herein and shall also specifically include any Additional Properties added pursuant to Section 12, and including all improvements and structures now and hereafter placed thereon.

1.28. "Structure" shall mean any building, fence, wall, driveway, walkway, patio, deck, swimming pool, barn, outbuilding, shed or the like located on a Lot.

1.29. "Transition Date" shall mean the date upon which the rights of the Declarant are transferred to the Board pursuant to Section 12.

1.30. "Pets" shall mean dogs, cats, rabbits, caged birds and fowl, fish in tanks and other small household pets kept for personal enjoyment.

1.31. "Water Company" shall mean LCU Inc.

## **2. PROPERTY SUBJECT TO DECLARATION.**

2.1. Initial Development. Declarant hereby declares that all of the real property described on Exhibit "A" attached hereto is owned and shall be owned, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to this Declaration.

2.2. Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex Additional Property so long as such Additional Property is subject to this Declaration and is now owned or hereafter acquired by Declarant or any of its Affiliates; provided, however that Declarant may also from time to time and in its sole discretion permit other owners of real property to annex such real property. The annexation of such real property shall be accomplished by (i) the annexation of such Additional Property to this Declaration subjecting the Additional Property to this Declaration, which Supplemental Declaration shall be executed by Declarant and, if Declarant does not own such Additional Property, by its owner and shall be recorded with the Auditor.

2.3. Withdrawal of Property. Privately Owned Amenities and any other Property annexed pursuant to Section 2.2 may be withdrawn by Declarant and the Owner of such Property by an Amendment to this Declaration executed by Declarant and such Owner if the property to be withdrawn was originally included in error or if the withdrawal is for the purpose of making minor adjustments to boundary lines. In addition, Declarant may withdraw any property then owned by Declarant or the Association if such withdrawal is a result of any changes in Declarant's plans for the Property, provided that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property and is approved by the Association.

2.4. Dedications. Declarant reserves the right to dedicate any portions of the Property then owned by Declarant and/or the Association to any Governmental Authority, quasi-governmental entity or entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions from time to time for such purposes as Declarant may deem to be appropriate, including without limitation, for utility stations, equipment, fixtures and lines; streets and roads; sidewalks, trails, open space for habitat, wildlife, waterfowl, fish, vegetation, wetlands or other preservation purposes; recreational facilities; schools; cemeteries; fire, police, security, medical and similar services; and such other purposes as Declarant and such Governmental authority or quasi-governmental entity shall determine to be appropriate from time to time. Any consideration received by Declarant as a result of such dedication, by reason of any condemnation or any conveyance in lieu of condemnation, shall belong solely to Declarant.

## **3. ARCHITECTURAL AND LANDSCAPING REVIEW.**

3.1. Lot Owners desiring to do any of the following: 1) construct, 2) alter, 3) repair, or 4) replace any Structure on the Lots, including, but not limited to, a residence, garage, outbuildings or other building and/or fences, landscaping and/or to remove any trees on the Lot, or grade or alter the earth on any lot (collectively “the work”) shall, prior to construction, submit in writing to the Architectural and Landscaping Review Committee of the Association a request for review and approval, together with a set of plans and specifications and/or a Forestation and Tree Thinning plan if applicable (hereinafter the “Application”). Any such Application must be prominently labeled with the Lot Owners’ name, mailing address, telephone number, lot number and lot address (if one has been assigned) and, if the board so designates be in form approved by the board, and delivered to the Declarant at the Office of Record. If the application is delivered after the Transition Date it shall be delivered to the principal office of the Association. In the event the Lot Owner is relying on an agent, contractor, adviser, consultant or other third party to do the work, the Lot Owner shall execute a power of attorney in a form approved by the Association, giving the third party doing the work the written authority to perform the work. In the event a Lot Owner gives a third party a power of attorney to do the work, in no event shall that relieve the Lot Owner from compliance with the Declaration. The plans and specification submitted as part of the Application shall show the site layout, structural design, exterior materials, and colors, landscaping, grading or altering the earth, fencing, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable (hereinafter the “Plans”). In addition to the Plans, the Lot Owner shall mark on the Lot the corner points of the Structures to be built for review and approval by the Declarant. The Declarant may require the submission of such additional information as may be reasonably necessary to consider any Application.

3.2. Declarant shall have a reasonable time to review the Application and any additional information as may be requested relative thereto which time is at least sixty (60) days. The Application shall be evaluated as to compliance with the provisions contained herein and with any other Declarations of Covenants, Conditions, and Restrictions which affect the property and which were established pursuant to Section 14 and approval of the Application shall not be unreasonably withheld. In the event the Declarant has not requested additional information or given approval or disapproval of the Application within 60 days from the date the Application, or additional information if applicable was delivered to it, the Application for approval within the specified time period shall not relieve the Lot Owner from the requirements set forth under this document including the construction appearance and type of structures permitted on the Lot. Declarant may extend the review time an additional 60 days, without cause, by notifying the Lot Owner in writing. In the event an Application is denied approval, the Declarant shall provide, in writing, reasons for said denial. Declarant may hire an outside entity to review said plans. Lot Owners shall pay actual costs of said review.

3.3. There shall be a minimum review fee of \$200 for each submittal to the Declarant, and after the Transition Date, the Association. This fee may be adjusted from time to time by the Declarant and after the Transition Date, the Association.

3.4. Declarant, and after the Date of Transition, the Association may hire an outside entity to review said plans per the requirements of this document. Lot Owners shall pay the actual costs of said review.

#### **4. PROPERTY RESTRICTIONS.**

4.1. Each Lot Owner shall use their respective Lot exclusively for residential purposes except as otherwise provided herein and in such a manner as to not interfere with the reasonable use and enjoyment of a Lot by the other respective Lot Owners or otherwise constitute a nuisance to the other Lot Owners.

4.2. No dwelling shall be erected, altered, placed, or permitted to remain on the Lots other than one (1) single-family residence except as otherwise provided herein. No Lot shall be used for any purpose other than a single-family residence, except as allowed herein or in this Declaration.

4.3. No business or commercial activity is allowed on any Lot, including but not limited to, storage of materials, parking of commercially used vehicles with over two axels or machines or placement of commercial signs. The commercial breeding of animals is prohibited on any Lot. Home office activities are allowed provided (i) all such business is conducted totally within the residence on the Lot; (ii) no more than two employees, not including the residents of the Lot, are based on the Lot; (iii) no commercial signs or advertising are visible; and (iv) the residential nature of the development is not disrupted by this activity or by frequent traffic or parking. There shall be no parking within the Right Of Ways or Road Easements at any time or by any person.

4.4. Commercial farming, ranching, logging manufacturing and/or agriculture, or the like, is not allowed on any Lot.

4.5. No Lot Owner shall carry on any activity of any nature whatsoever on any Lot that is in violation of laws and statutes of the United States of America, the State of Washington, Kittitas County or any other applicable governing body now existing or hereafter created.

4.6. The property shall be kept in a predominantly natural wooded state. Small lawns, flowers and gardens may be planted, provided the landscaped area removed from the natural wooded state shall not exceed 5,000 square feet for lots over 1 acre and 3,000 square feet for lots 1 acre or less. Vegetation should be of the natural occurring variety. All landscaping designs should rely on water conservation technologies. There shall be no removal of healthy live deciduous or coniferous trees unless said removal is part of a landscaping plan or tree thinning plan submitted to and approved by the Declarant or, after Transition Date, the Board. Removal of trees is allowable for building sites. Prior to removal of any trees, a landscaping plan or tree thinning plan shall be submitted to the Declarant for design approval. Said plan must show how the natural environment will be maintained. This section specifically recognizes that tree thinning may be needed. Trees shall be thinned in such a manner to enhance the natural environment. The tree thinning plan shall make allowance for reforestation. As trees are thinned and others removed for building sites, young small trees shall be planted and maintained to continue to enhance the natural environment. The species of the trees shall be consistent with the natural species on the Property. The intent of this section is to maintain the Property as a natural growing forest with different levels of forest canopies with a mix of the natural species. Approval of said plan shall only be granted if said plan is consistent with the intent of this section, i.e. to maintain the area in a forested natural state. This section shall in no way limit a property owner's right to remove a tree which may be diseased, or constitute a hazard or be a threat to life or property. Submissions of such plans shall be made as described in Section 3.

4.7. There shall be no storage of any environmentally dangerous materials on any Lot.

4.8. Only those pets listed in Section 1.30 shall be allowed. All pets shall be properly restrained, fenced, maintained and otherwise kept so as to not interfere with any other Lot and/or so as to cause any threat or harm to any person or animal, no the Lot Owner's use of their property. Activities such as raising pets for 4-H type activities is permitted as well as the breeding and selling of no more than two (2) litters total pets per year. Pets, as listed above, are permitted within the trail easements only when accompanied by their owners or owner's agent(s), and are under leash. Proper animal husbandry practices

shall be employed to maintain animals in a healthy environment and condition at all times. There shall be no more than 3 pets, as listed above, maintained outside of the primary residence.

4.9. No open fires shall be permitted except (i) when approved by the local fire department, or county, the controlling state agency and the Declarant, and (ii) when contained within a barbecue pit or a rock or concrete lined fire ring not more than 4 feet in diameter.

4.10. No inoperable, and/or uninsured, and/or unlicensed motor vehicles, machinery, equipment, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored on any portion of any Lot except within an enclosed garage or outbuilding as allowed under this Declaration.

4.11. No motor vehicle, machinery and/or equipment repair work shall be performed for more than a twenty-four (24) hour period unless contained in a fully enclosed garage or outbuilding. Repair work may only be done on a Lot Owners equipment and said work on any equipment shall not exceed 2 days in any month or be completed inside of a building in such a manner so that the work is shielded from view.

4.12. Except on an occasional and temporary basis not to exceed ten (10) days, no more than three vehicles may be parked outside of a garage or building on any Lot. Said vehicles must be in running condition, licensed and insured. It is the intent of these covenants to allow residents and/or Lot Owners to park their personal operating vehicles on their Lot. It is further the intent of these covenants not to allow storage or display of unused or inoperable vehicles, outside of a garage or building on any Lot.

4.13. One recreational vehicle or travel trailer per Lot that is licensed and insured and in good running condition may be parked outside of a garage provided said vehicle is parked in an area on either the rear or side of the residence and that said vehicle or trailer is screened from view of the street by an approved fence or vegetation. There shall be no inhabitation of any recreational vehicles, trailers, or other items that are parked on the property before or after construction except on a temporary basis not to exceed 14 days continuously or 30 days in any given year. Prior to construction, a recreational vehicle may be parked on the property for a period not to exceed four (4) weeks per year. With the written approval of the Declarant or, after the transition date, the Board a recreational vehicle or travel trailer may be parked on the Lot during home construction for a period not exceeding six (6) months.

4.14. Except on an occasional and temporary basis not to exceed ten (10) days, no more than four boats, snowmobiles, trailers, or other recreational items, or any combination thereof, may be parked outside of a garage or building on any Lot; provided, however, such items must be licensed, insured, and in operating condition and must be parked in an area on either the rear or side of the structure and screened from view of the street by an approved fence or vegetation.

4.15. Each Lot shall be maintained in good order, condition and repair and shall be kept in a clean, sanitary condition at all times. The Lot shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment, and building materials (temporary storage during construction phases excluded), and any repairs, painting, landscaping, and/or maintenance shall be prosecuted diligently and continuously from commencement until completion in order to maintain the appearance and condition of the Structures and the Lot. All landscaping shall be maintained as provided in the owners landscaping plan and meet the landscaping maintenance criteria that is established by the Declarant. Said criteria may be modified by the Declarant.

4.16. Garbage receptacles and trash cans shall be sanitary and in complete conformity with municipal sanitary rules and regulations. All garbage and trash containers must be stored in such a manner so that they are not visible from another Lot or from any county road and protected from animals. No trash, garbage, ashes, yard rakings, or other organic materials resulting from landscaping activities or other refuse shall be thrown, dumped, piled, stacked, or allowed to accumulate in any way on any Lot, street or driveway; provided, however, each Lot Owner shall be allowed to store organic material in a compost container which shall not be located closer than 50 feet of a Lot line. There shall be no burning or garbage or trash.

4.17. Any damage to streets, property improvements, entry structures, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, tenants, agents, visitors, friends, relatives or service personnel shall be repaired by such Lot Owner within ten (10) days from the occurrence of such damage. If the damage is not repaired within the time specified the Declarant may repair said item and charge the Lot Owner for said repair, including an administrative charge.

4.18. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, noxious odors, or storage of materials or equipment which may be visually offensive, shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Lot Owners or tenants. The validity of any claims or complaints under this section shall rest with the Declarant and Lot Owners agree to abide by any decisions of the Declarant regarding ceasing activities found to not be in compliance with this section.

4.19. Weapons shall be permitted on the Property but may not be discharged except for reasons of self-defense. No discharge shall be allowed such that it violates any law, endangers life, limb or property, or interferes with the use and enjoyment of the Property by any Lot Owners. Items considered to be weapons shall include but not be limited to bows and arrows, cross bows, any pistol or rifle, shotgun, slingshot, BB gun, or pellet gun, paint ball gun, including any device that propels any object through the air at dangerous speeds. No hunting, trapping, or killing of wildlife shall be allowed on the Property except when reasonably necessary to avoid eminent threat of harm or death.

4.20. No oil, gas or other mineral drilling (not including water), development operations, refining, coring, or other mining operations of any kind shall be permitted upon or in or under any Lot, nor shall wells, tanks, tunnels, or mineral excavations be permitted upon or under any Lot. No structure designed for use in boring for oil or natural gases shall be erected, maintained, or permitted upon any Lot. Propane tanks and heating oil tanks for residential use are allowed.

4.21. There shall be no parking of vehicles on or within any road right of way or within any road easement.

4.22. Except as provided in this Section, no vehicles having in excess of two axels may be parked or stored on any Lot in excess of eight (8) hours. This is not intended to prevent the storage of a motor home as provided within this document.

4.23. All vehicles operated within the Property must be licensed, insured and street legal and must be operated by a licensed driver and only operated on the roads within the Property.

## **5. BUILDING AND CONSTRUCTION REQUIREMENTS.**

5.1. No dwelling or other structure shall be maintained, constructed, located, modified or repaired on any Lot in violation of the requirements of any applicable governmental agency.

5.2. No structure shall be maintained, constructed located, modified, or repaired on any Lot without the Lot Owner or the Lot Owner's contractor obtaining a building permit and any other permits required by any and all governmental agencies and written approval from the Declarant.

5.3. No Structure shall be constructed, located, modified, or repaired on any Lot without the Lot Owner submitting the plans to Declarant for review and approval pursuant to Section 3 herein. The Lot Owner shall receive written approval from the Declarant and/or Association, to be included in County Building Permit Application, before beginning any construction activity of any kind on any Lot including but not limited to earth grading, tree cutting, landscaping, or construction.

5.4. All Building designs shall meet the guidelines set forth by the Kittitas County Fire Marshal. All site development, driveways and access routes shall be constructed in such a manner that will allow fire and rescue vehicles access to all Structures on a Lot.

5.5 All residences shall be built to the Building Code which is adopted by the governmental authority having jurisdiction over the construction of structures within the Property.

5.6. No pre-manufactured home, mobile home, modular home, trailer home, factory built home, or prefabricated home, shall be allowed to be placed on or erected on any Lot, whether temporary or permanent.

5.7. No structures of a temporary character or nature (other than temporary construction-related structures), trailers, shack, garage, barn, mobile homes, or other outbuildings shall be installed, stored, placed or used on any Lot either temporarily or permanently, except as allowed herein or in the Primary Declaration.

5.8. No part of any building shall be located on any Lot of over one acre in size nearer than 25 feet from the front lot line and 25 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. No part of any building shall be located on any Lot of one acre or less in size nearer than 20 feet from the front lot line and 15 feet from side and back lot lines, even in the event the adjacent Lot is under the same ownership. A variance may be requested and will be granted on a case by case basis depending on the Lots characteristics.

5.9. Total Lot coverage by the residence and any additional buildings shall not exceed twenty-five Percent (25%) of the total Lot area.

5.10. All single family residences on Lots over 1 acre in size must have a minimum footprint of 1800 square feet and 1100 square feet footprint on Lots 1 acre or less in size (not including garages, porches, decks and/or patios) and shall not exceed 30 feet in height, as measured from the highest point of the existing grade at the foundation footprint, or applicable county height limits, whichever is less. The minimum living space (not including garages, porches, decks and/or patios) on Lots one (1) acre or less in size shall be 1200 square feet.

5.11. Garages and outbuildings shall be permitted, provided that:

5.11.1. A single separate living space or "guest house" with a foot print not exceeding 1,000 square feet shall be a permitted outbuilding on Lots that are 2 acres or greater in size unless

otherwise not allowed by Government Authority. The Guest House shall not be constructed prior to the construction of the single family residence on the Lot.

5.11.2. No garage or outbuilding shall be constructed prior to the construction of the single family residence;

5.11.3. All garages and other outbuildings shall be consistent with the single family residence constructed on a Lot as to the exterior finish, style, and color scheme used.

5.11.4. Garages and outbuildings shall conform with the exterior color and roofing material requirements of the provisions provided herein.

5.11.5. Each such garage and/or outbuilding shall have a footprint of no less than 400 square feet. Each such garage and/or outbuilding shall have a footprint of no more than 2,400 square feet on Lots over 2 acres and 1,000 square feet on Lots 2 acres and under; provided, however one garden type shed which is less than 400 square feet may be constructed after approval by the Declarant. One gazebo that is less than 400 square feet shall be allowed per Lot.

5.12. Architectural design of all buildings or Structures shall be consistent with conventional wood frame, metal frame, brick, masonry, or log construction and of a style based primarily on one or more rectangular shapes.

5.13. Exterior finish shall be rock (either natural or cultured), log masonry, natural wood and/or natural wood siding. No plywood, T1-11, or the like, nor board and batten siding may be used. Color shall be approved by Declarant.

5.14. Roofs shall be of conventional gable or hip design and have a minimum roof slope of six to twelve and the minimum overhang of eaves from the outside wall surface shall be 18 inches as measured along an extension of the slope of the roof. Porch roofs attached to the main structure may be approved with a flatter pitch not to be less than three to twelve. Tile roofs shall be allowed. Roofing materials must be of architectural grade. Non-reflective metal roofs may be allowed but only with the approval of the Declarant, and after the date of transition, the Association. Metal roofs that are reflective shall not be allowed under any circumstances. Metal roofs shall not be allowed on building or Structures located on Lots less than 2 acres in size.

5.15. All residences shall be designed and built taking advantage of low water consumption technology and plumbing fixtures in all areas of the home and landscaping. Wasteful use of water is not permitted.

5.16. All residences shall have at least one readily accessible frost free outside hose bib that may be used for initial fire protection purposes.

5.17. Outdoor mercury vapor, halogen, sodium, or similar yard lights shall be permitted; provided, however, use thereof is limited to between the hours of 6:00am to 11:00pm. This provision shall allow accent lighting, porch lights, motion sensitive to similar low intensity lighting not to exceed 350 watts total.

5.18. All Structures erected on any Lot shall be completed within twelve (12) months from the commencement of work. The commencement of work occurs when excavation for the foundation

for a Structure is begun; provided, however with good cause shown, the Declarant may extend this term. Any reconstruction or repair work of any Structures shall be prosecuted diligently and continuously from commencement until completion.

5.19. All Lots shall be maintained in a neat and orderly condition during Construction.

5.20. All driveways shall be hard surfaced or crushed rock. There shall be only one driveway access to any Lot.

5.21. All utility wires shall be installed and maintained underground.

5.22. All yards and landscaping must be completed within twelve (12) months from the date of completion of the residence; provided, however with good cause shown, the Declarant may extend this term.

5.23. All fences constructed shall, in their design, take into account the terrain where the fence is located and the appearance and effect that it has on the surrounding lots. It is the intent of this section that fences must minimize any disruptive visual impact and be constructed of materials and colors consistent with the housing structures in the development. A fencing plan must be submitted to the Declarant for design approval. All fences shall be constructed of wood and preserved with a natural stain the color of which shall be approved by the Declarant. Fences shall not be allowed in trail or road right of ways or easements. Lot Owners should not that fences are allowed within utility easements but it is the Lot Owner's responsibility to insure they do not place a fence on top of or within 10 feet of any existing utility. Please check with the utility companies prior to constructing a fence. Dog kennels shall be allowed and shall not exceed 300 square feet in size or 8 feet in height and may be constructed of wire fencing. Dog kennels shall not be visible from the road nor adjacent structures and shall meet minimum setback for structures and may be fenced with wire as long as they are screened with landscape. Sport courts may be fenced with wire as long as they are screened with landscape so that said sport court fence cannot be seen from the road or adjacent structures.

5.24. Exterior colors, including roofing materials and trim, shall be earth tones or shades, approved by the Declarant or the Architectural Control Committee but shall be as follows: All large areas of color, such as walls and roofs shall be restricted to tones or shades in earth colors with a range of value between value 7 and value 4 on the 1-10 value scale. Any difference in color or change in color between walls, roofs and trim of the structure must have a contrasting hue which keeps different color tones and shades at relative equal values [by example, and only by example, if the base color is a brown (a tone or shade of red) at a mid-value 5, then the trim must be another hue of equal value 5].<sup>1</sup>

<sup>1</sup> The terms hue and value are defined in Munsell, Albert H. Color Notation. The terms tint, shade and tone are defined in Birrent, Faber. History of Color in Painting (1965).

## **6. UTILITIES.**

6.1. Power is available to each Lot at or near the Lot boundary.

6.2. All electrical, telephone, cable, or other utility services and lines shall be underground.

6.3. Antennas and Satellite Dishes shall not be visible from any street or road.

7. **WATER.** The Property is served by a private water company, LCU, Inc. a Washington Corporation (hereinafter the “Water Company”). Each Lot is served as required by the regulating authorities. Water rates and usage rules are established by the Water Company which may be amended from time to time. For rate and usage rules contact the Water Company at P.O. Box 808, Cle Elum, WA 98922.

7.1. Lot Owners shall submit a request for a water hookup from the Water Company. Water meters must be leased to Lot Owner by the Water Company under such terms and conditions as are set by the Water Company. All repairs for damaged water meters shall be paid by the Lot Owner. If a meter is damaged beyond use it shall be the responsibility of the Lot Owner to pay for a replacement water meter, including the costs of installation.

7.2. There shall be a connection fee payable by the Lot Owner to connect to the water system owned by the Water Company. Said fee shall be established by the Water Company’s Water Plan and may be amended from time to time.

7.3. The Water Company reserves the right to limit the nature, quantity and use of the water service provided to each Lot to a single residential use located on the lot. Irrigation systems shall take advantage of conservation technology to limit water consumption. Outside irrigation is limited by the Water Company as provided for in the Water Company Water Plan. Certain sections of the Development that is served by this separate irrigation system the Owner of the property is required to use the separate irrigation system and in no way use the domestic water for any outside irrigation.

7.4. It is the goal of the Declarant and the Water Company that the water resource used be conserved, therefore it shall be the goal of this development to average not more than 7,500 gallons water usage per month per connection. The rates structure established by the Water Company shall reflect this goal.

7.5. No additional wells shall be drilled within the boundaries of any Lot, except by the Water Company. No additional wells shall be drilled on any portion of the Property except by the Water Company.

7.6. No cross connections between the Water Company’s water system and any other water system shall be permitted. Owners shall not interconnect any outside water system or source with that of the Water Company’s system. If cross connections are found, Lot Owners may lose their ability to continue to be served by the Water Company.

7.7. Other restrictions, regulations and fees may apply to the use of the water provided by the Water Company as shown in the Water Companies Water Plan.

8. **SEWER.**

8.1. The Property is served by either private septic systems or a private utility company (hereinafter the “Utility Company”). Each Lot is sold with either an approved septic system or a collection pipe and valve which leads to a community drain field or sewer system. If a Lot is served by a septic system or community drain field and at some time in the future the Utility Company or other entity approved by the Utility Company provides a sewer or community drain field connection to the Lot line, at the option of the

Utility Company, said Lot shall connect to said connection and pay any and all connection fees that may apply.

8.2. Lots that are provided a connection to a community drain field or sewer system shall provide and install a check valve, septic tank, effluent pump chamber, pump, bio-filter and all related materials including but not limited to piping, controls and electrical hookups as approved by the Utility Company. All electrical installations shall be in concurrence with the Uniform Electrical Code. It shall be the Lot Owners' responsibility to provide for periodic cleaning and maintenance of the bio-filter, effluent pump, check valve, septic tank and pump chamber as required by the Utility Company. It shall be the Lot Owner's responsibility to, in a timely manner, repair or replace any non-functioning bio-filter, effluent pump, tank or tanks, or check valve approved by the Utility Company. Non-occupied Lots owned by the Declarant are specifically exempt from this section.

8.3. The Utility Company shall provide for disposal of the effluent generated by the septic tank and pump chamber on any Lot which is connected to a community drain field or sewer system, and shall maintain the effluent transport lines and community drain fields serving the Lot from the drain field side of the check valve through the community drain field. If major improvements or repairs to the community drain field system are required the Lot Owners utilizing said system shall be responsible for their proportionate share of the costs.

8.4. Lots which are provided a connection to a community drain field or sewer system before occupancy of any Lot, must apply to the Utility Company and receive a septic hookup approval from the Utility Company to connect to the community drain field system, for said Lot. Septic tanks and pump chambers must remain dry and unused until septic hookup to the community septic system is approved by the Utility Company and completed.

8.5. Lots which are provided a connection to a community drain field or sewer system are subject to the rates fees, and usage rules as established by the Utility Company.

8.6. The Utility Company reserves the right to limit the nature, quantity and use of the septic service provided to each Lot to a single residential use located on the Lot.

8.7. In the event that a regional sewer system is approved, designed, funded, and built, which serves the Property it shall be required that the individual Lots in any portion of the Roslyn Ridge East Owners Association will connect to said regional sewer system in a timely manner as determined by and coordinated through the Utility Company. Any and all charges or fees imposed by said regional sewer system for said connection shall be borne by the individual Lot Owners.

## **9. EASEMENTS.**

9.1. Access Easements. Declarant hereby grants, declares, reserved, and establishes the following access easements:

9.1.1. As used herein, the word "access" shall mean ingress and egress by vehicle and/or pedestrian traffic, and the word "utilities" shall, subject to Paragraphs 4, 5 and 6 herein, mean and include the right of locating, constructing, maintaining, repairing, and operating underground lines, pipes and facilities under and across such easement area in order to provide utility services to the subject Lot(s), including, but not limited to, electricity, waste water, sewer, gas, water, telephone, communication and cable television services. The Access & Utility Easements exist for the benefit of the indicated Lots. No Lot shall

use the Easements in any manner such as would restrict or prevent the other Lots' usage of the Easements for their intended purposes.

9.2. Declarant does hereby establish, create and reserve for the benefit of itself and all Lot Owners, and their respective heirs and assigns, the easements shown on the face of the various community plats, and attached to this document as the Exhibit "B-1". Exhibit "B-1" may be amended at any time with unanimous agreement of the then listed Declarants. Notwithstanding the foregoing there shall be a 15 foot access easement created and established on each side of all lot lines.

9.3. Utility Easements. Easements shown on the face of the Community Plat for utility service are hereby established, created and reserved for the benefit of the utility providers, for the purposes of ingress, egress, installation, reading, replacing, repairing and maintaining systems, lines, drainage paths, creeks and meters.

9.4. Natural Drainage Easements. Natural Drainage Easements shall be easements for drainage purposes only and shall not be blocked or moved by property owners. Said drainages shall be managed as provided for herein.

9.5. Trail Easements. The Declarant reserves the right to establish certain trail easements which will be for the use of the property owners.

9.6. There shall be no additional easements granted on any Lots without the approval of the Declarant. The authority to grant or approve any additional easements is specifically held by the Declarant and cannot be modified by the Board or by vote of the Owners.

9.7. There shall be no signs, including but not limited to, signs advertising portion of the property for sale, no trespassing signs or commercial signs for the purpose of advertising a business located within the easement area.

**10. ROAD MAINTENANCE AND IMPROVEMENT.** The access easements within the Property which provide access from the County Road to the Lots are private roads and shall be maintained by the Association, with the cost of all approved road improvements and/or maintenance and snow removal shared equally by the Lot Owners served by such roads, based upon the number of Lots within the Roslyn Ridge East Owners Association regardless of ownership. No Owner shall perform easement maintenance and/or snow removal which is not authorized by the Association. Maintenance shall include the cost of snow removal and the cost of removing and/or controlling any and all noxious weeds growing on or located on the easement. Road maintenance expenses, or portions thereof, shall be assessed against all of the Lots equally.

10.1. Annual Maintenance, not including snow plowing. The Declarant shall, on or before the 1<sup>st</sup> day of May of each year, present via U.S. Mail, to the property owners a report (the "Road Report") that provides information on the condition of the roads and includes recommendations for their improvements and/or maintenance in the form of a motion(s) accompanied with a minimum of two bids for each motion. If the Declarant finds that no annual maintenance of the roads is required the Declarant shall not provide a report.

Any Lot Owner, after the Transition Date, may provide a supplemental report for road improvements and/or maintenance to the Board by the 15<sup>th</sup> day of May of the same year. Provided that said supplemental report includes recommendations in the form of motions and includes two bids for said improvements and/or maintenance, the Board shall incorporate these supplemental motions into a revised

Road Report which shall be mailed to the Lot Owners, together with a “Road Maintenance Ballot” on or before the 30<sup>th</sup> day of May of the same year.

Each Lot Owner shall vote on the proposed motions and return their completed Road Maintenance Ballot to the Declarant on or before the 15<sup>th</sup> day of June of the same year.

In the event a Lot Owner does not return its completed Road Maintenance Ballot to the Declarant on or before the 15<sup>th</sup> day of the same year, Declarant shall be deemed to have the right to cast the unreturned vote(s) as it deems appropriate, in its sole discretion; provided, however, all such unreturned votes shall be cast the same.

It shall require approval by the majority of affected Lot Owners to pass any motion.

Lot Owners qualify for voting on these issues is as described in Section 12 of this document.

10.2. Snow Removal. The Declarant shall contract for snow removal each year and shall notify the Lot Owners of any change to the terms of said contract. Such contract shall provide that roads shall be plowed: (i) at least 16 feet wide; (ii) upon 12 inches of snowfall; (iii) a maximum of once a day. It is the intent of these stands to maintain the roads to a degree passable by four-wheel drive vehicles. It shall be the responsibility of the Lot Owners shall not push or pile snow anywhere within the road easements or right of ways.

10.3. General Maintenance. It shall be the Declarant’s, and after the Transition Date, the Board’s responsibly to maintain the roads and road easements, with the exception of Snow Removal which is addressed above, to a standard that is equal to the manner that Kittitas County maintains their roads and road easements. The cost of this maintenance, as is determined by the Declarant, and after the Transition Date, the Board’s, shall be shared equally by all lot owners.

**11. ROSLYN RIDGE EAST OWNERS ASSOCIATION.** Declarant intends to, but is not obligated to, develop an activity center located within the property (the “Activity Center”), together with a system of common areas and/or trails over and across the Property and/or other lands, which shall be for the use and benefit of the Lot Owners. The Activity Center, common areas and trails (collectively, the “Common Elements”) shall be owned and managed by Activity Center at Roslyn Ridge, Inc., a Washington corporation to be formed; provided, however, in the event the Activity Center at Roslyn Ridge, Inc elects to transfer ownership and/or management of the Common Elements, or any of them, to the Association, the Association shall assume all rights, responsibilities and liabilities thereto.

11.1. Each Lot shall have use of the Common Areas as set forth in the OPERATING RULES AND REGULATIONS OF THE ACTIVITY CENTER AT ROSLYN RIDGE as may be adopted and amended by the Board of Directors of the Activity Center at Roslyn Ridge, Inc., and/or the Association in the event it owns and/or manages all or a portion of the common elements and shall be liable for an equal pro-rata share in and to the annual costs and expenses relative thereto. Such rights and the obligation for dues will commence upon the opening of the Activity Center at Roslyn Ridge or any trails of common areas. Such rights and liabilities in and to the Common Areas are private to and shall not be severed from the ownership of a Lot.

11.2. Annually, the Board of Directors of Activity Center at Roslyn Ridge, Inc. shall estimate the net charges to be paid during each year and shall include a reasonable reserve fund for

maintenance, repairs and replacement of the Common Areas and for acquisition and operating reserves (the "Activity Center Budget"). The Activity Center Budget shall be presented to the Association on or before the 1<sup>st</sup> day of March of each year, and the "Activity Center Assessment" shall be payable equally by all Lot Owners on an annual basis. If said estimated sum proves inadequate for any reason, Activity Center at Roslyn Ridge, Inc. may at any time levy a further assessment.

11.3. The Association shall collect from each Lot Owner an equal pro-rated share of the Activity Center Assessment based upon the total number of Lots in existence as of the date of such assessment, with each one Lot having one equal share of the total obligation, regardless of ownership.

**12. DESIGNATION OF COMMUNITY IMPROVEMENTS.**

12.1. Initial Community Improvements. The initial Community Improvements are more particularly described on the attached Exhibit "B".

12.2. Additional Community Improvements. Additional Community Improvements may be designed as such (i) in a Supplemental Declaration, (ii) in a conveyance from Declarant to the Association, or (iii) by the Association if otherwise acquired by the Association.

12.3. Conveyance of Community Improvements to Association. Except for portions dedicated to the public or to any Governmental Authority, Declarant may convey or assign, and the Association shall accept, all or selected portions of the Community Improvements free and clear of monetary liens (except for non-delinquent taxes and assessments) not later than the end of the Development Period.

12.4. Dedication of Community Improvements. Subject to the approval of and acceptance by such entity, Declarant or the Association may dedicate, or during the Development Period, Declarant may require the Association to dedicate, portions of the Community Improvements to any Governmental Authority.

**13. USE OF COMMUNITY IMPROVEMENT.**

13.1. Use of Owners. Subject to the provisions of this Declaration and the Policies and Procedures adopted hereunder, each Owner shall have a right and easement in and to the Community Improvements for the uses for which they are established, which easement shall be appurtenant to and pass with the title to such Owner's property. Any Owner may extend the appurtenant to and pass with the title to such Owner's property. Any Owner may extend the Owner's right of use and enjoyment of the Community Improvements to the member of the Owner's family, social or business invitees, and lessees, as applicable, subject to reasonable regulation by the Association. An Owner or a member of the Owners family must be present with any individual that the Owner has extended the Owners right of use. Other restrictions may be placed on the Owner's extending their right to use the Community Improvements. An Owner who leases the Owner's property shall be deemed to have assigned all such rights to the lessee of such property for the period of the lease.

13.2. Use by Public. To the extent mandated by any Governmental Authority or when so determined by Declarant, members of the public may have the right to use portions of the Community Improvements at such time and subject to such Policies and Procedures as the Association may establish. In addition, Declarant, during the Development Period, or the Association may designate certain portions of the Community Improvements as semi-public, recreational or service areas which may be used by members of the public on a free or fee-paying basis. In such event, Owners shall be permitted to use such facilities or

services either on a free basis or for fees that are no higher than those charged to members of the public for an equivalent use or service.

13.3. Restrictions on Use. The following restrictions shall apply to the Community Improvements or the whole of Roslyn Ridge as provided below:

13.3.1. Private Use. The Community Improvements may not be partitioned or otherwise divided into parcels for private use, and no private structure of any type (except utilities or similar facilities permitted by Declarant) shall be constructed on the Community Improvements. The Community Improvements shall be reserved for the use and enjoyment of all Owners, and no private use may be made of the Community Improvements, except for temporary uses as authorized by the Declarant. Nothing in this Declaration shall prevent the placing of a sign or signs on the Community Improvements identifying portions of the Roslyn Ridge Resort or identifying trails or items of interest, including traffic and directional signs, provided such signs are placed by Declarant or are approved by the Association.

13.3.2. Prohibited Vehicles. Except to the extent specifically authorized in the Policies and Procedures, golf carts and other motorized off-road vehicles may not be operated with the Community Improvements. Snowmobiles will be allowed to operate within the Roslyn Ridge Resort within the guidelines laid out in the Snowmobile Operation Policies and Procedures. Note: Lot Owners may lose their rights to operate Snowmobiles within the Roslyn Ridge Resort if they do not strictly follow all of the Snowmobile Operations Policies and Procedures. Snowmobiles will be required to clearly show an identification number at all times they are operated within the resort. Identification numbers will be issued by the Association after the appropriate application is submitted and processing fee is paid to the Association.

13.3.3. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on within Roslyn Ridge Resort, nor shall anything be done or placed on the Community Improvements which interferes with or jeopardizes the enjoyment of the Community Improvements, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Community Improvements nor any part thereof, and all laws and regulations of all Governmental Authorities shall be observed.

13.3.4. Restrictions in Conveyances. Any restrictions contained in any deed or conveyance conveying the Community Improvements to the Association shall be observed.

13.3.5. Policies and Procedures. In addition to the restrictions in this Declaration, the Declarant from time to time may adopt, modify or revoke such Policies and Procedures governing the conduct of Persons and the operation and use of the Community Improvements as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community Improvements. A Copy of the Policies and Procedures, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished by the Association to each Owner and shall be binding upon all Owners and occupants of property within Roslyn Ridge Resort.

13.3.6. Governing Documents. Use of the Community Improvements shall be subject to any additional restrictions contained in any of the applicable Governing Documents.

13.4. Use By Others. The Activity Center will see memberships to its facilities outside of the Roslyn Ridge Resort Property. These memberships will carry all of the same benefits and responsibilities of the memberships of the Lot Owners. The memberships sold to non lot owners will only

entitle the member to use the primary activity center and shall be under such terms and conditions as the Activity Center shall establish.

**14. DECLARANT CONTROL.** Declarant hereby retains and reserves to itself certain rights as set forth in this Declaration during the Development Period. Such reserved rights are for the purpose of allowing the Declarant to complete the development of the Property in the declarant's discretion and to optimize Declarant's ability to enhance and protect the value, desirability and attractiveness of the Property.

14.1. The Transition Date will be the earlier of either: (i) the date designated by Declarant in a written notice to the Lot Owners, which date may be, at Declarant's election, any date after this Declaration has been recorded; or (ii) ten (10) years after the final sale of the Lots in Roslyn Ridge Resort Communities, including any Additional Properties that may be added pursuant to Section 12 herein.

14.2. Declarant reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

**15. ADDITIONAL PROPERTIES.** During the Development Period, the Declarant shall have the right to include additional properties which have been or will be developed in a manner similar to that outlined herein (the "Additional Properties") within the Roslyn Ridge Resort Communities and to grant participation, voting rights and obligations on identical terms to the Lot Owners of such Additional Properties. At such time as Declarant elects to extend the rights contained herein to any Additional Properties, Declarant shall execute and record an amendment to this declaration subjecting the Additional Properties to all or portions of this Declaration pursuant to paragraph 2 herein.

15.1. In the event any such Additional Properties are not owned by Declarant, the owner or owners of such Additional Properties (the "Additional Developers") shall join with Declarant in the execution of said amendment at which time the Additional Developers shall automatically be included in the definition of Declarant herein, and the Additional Properties shall be included in the definition of Property herein.

15.2. Provided that the Primary Purpose of this Declaration is maintained, Declarant shall have the right to subject the Additional Properties, or portions thereof, to a modified set of Building and Construction Requirements, Sewer provisions and/or Easement provisions as appropriate for the development of such Additional Properties or portions thereof.

**16. SECONDARY COVENANTS.** Individual areas and plats within the Property will be developed at different times, in phases, and at different standards. Declarant reserves the right to place additional covenants, conditions and restrictions on all or any portion of the property by causing to be recorded a Secondary Declaration which may be applicable to all or any portion of Property during the development period.

**17. ROSLYN RIDGE EAST OWNERS ASSOCIATION.**

17.1. Organization. An owners' association shall be organized no later than the date the fifty first Lot in the Property is conveyed by Declarant to a third party.

17.1.1. Board of Directors.

17.1.1.1. During the Development Period, the Declarant shall be the sole member of the Board of the Roslyn Ridge East Owners Association.

17.1.1.2. An interim Board composed of at least three (3) members will be appointed by the Declarant as of the Transition Date and the first order of business of the interim Board shall be to give notice of a date for and establishing procedures for the election of a five-person Board to conduct future business and direct the organization.

17.1.1.3. The elected members of the Board shall take office upon election. The board members shall thereafter each hold office for three (3) years unless he or she shall sooner resign, be removed, or otherwise become disqualified to serve. The Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise (a) if appointed by the Declarant, the care required of fiduciaries of the Lot Owners; or (b) if elected by the Lot Owners, ordinary and reasonable care.

17.1.1.4. The Lot Owners may remove any member of the Board with or without cause, other than a member appointed by the Declarant. The Declarant may not remove any member of the Board elected by the Lot Owners.

17.1.2. Officers of the Association. The Board shall elect the officers. Such officers shall take office upon election. The officers shall be elected annually and each shall hold office for one (1) year unless he or she shall sooner resign, be removed, or otherwise become disqualified to serve.

17.2. Voting. The total voting power of all owners shall be equal to the number of Lots in existence as of the date of such vote, with each one Lot having one vote, regardless of ownership.

17.2.1. If only one multiple owners of a Lot is present at a meeting of the Association, that owner is entitled to cast the vote allocated to the Lot. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter is question.

17.2.2. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. A Lot Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. To be valid, a proxy must be in writing, dated, signed by the Owner granting the proxy, clearly state the authority of the proxy holder and be registered with the meeting chairperson at the commencement of the meeting. Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

17.2.3. Unless specifically provided otherwise herein, all matters requiring a vote of the Lot Owners must be approved by two-thirds of the Lot Owners in attendance at a meeting duly called for that purpose at which a voting quorum must be present. Alternatively, proposals may be submitted to the Lot Owners for the written consent of two-thirds of all owners entitled to vote. A voting quorum is based on physical presence and/or valid proxies representing 50% of the qualified voters.

17.2.4. Voting qualifications established by this article may not be expanded, limited, amended or modified. They are fundamental to the operation of this Association and the Declaration.

17.3. Association Responsibilities.

17.3.1. As of the Transition Date, except as may be specifically reserved herein, the rights, duties and responsibilities of Declarant shall be deemed to be automatically transferred to the Association acting by and through their Board.

17.3.2. The Association shall maintain the drainage ditches, creek paths, water bars and other drainage facilities throughout the Property; provided, however, Lot Owners adjacent to any drainage facility shall also have the right of maintenance thereto provided that drainage paths may not be moved from original surveyed or platted locations.

17.3.3. The Association shall maintain the Entry Statements, Community Areas, and Trails.

17.3.4. The Association shall maintain the roads as provided in section 9 herein.

17.3.5. The Association shall adopt, amend, and/or revoke detailed rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Property. The rules and regulations shall be binding upon all Lot Owners and occupants and all other persons claiming any interest in the Property. During the Development Period, adoption, amendment, and/or revocation of such rules and regulations does not require approval by the Lot Owners. After the Transition Date such rules and regulations shall be approved by the Lot Owners.

17.3.6. The Association shall collect and disburse those assessments and fees provided for herein and shall maintain separate records for each individual assessment purpose. By way of example, assessments owing due for Road Maintenance and Improvement for a particular road system shall be maintained separately from any other road system assessments and from any Activity Center Assessments.

17.3.7. The Association shall keep detailed financial records. The financial records shall be audited at least annually by a certified public accountant, and audited financial statements shall be available within 120 days of the Association's fiscal year end; provided, however, such audit may be waived annually by Lot Owners other than the Declarant of Lots to which sixty percent (60%) of the votes are allocated, excluding the votes allocated to Lots owned by Declarant. All financial and other records shall be made reasonably available for examination by any Lot Owner and the owner's authorized agents.

17.3.8. The Association shall do such other matter as may be determined reasonable or necessary by the Board and/or by a majority vote by the Lot Owners.

17.4. Association Powers. The Association shall have those powers reasonably necessary to carry out the responsibilities set forth herein, including, but not limited to:

17.4.1. Adopt and amend Bylaws, rules and regulations.

17.4.2. Enforce the provisions hereof.

17.4.3. Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect assessments for common expenses from Lot Owners;

17.4.4. Adopt, amend and enforce rules and regulations adopted by the declarant and/or association, in the declarant and/or the Association's discretion, relating to the use and management

of Association property and/or necessary for the proper and efficient administration of these Covenants, Conditions and Restrictions and any Secondary Covenants, Conditions and Restrictions.

17.4.5. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors.

17.4.6. Make contract and incur liabilities.

17.4.7. Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Lot Owners, including enforcing liens against Lots to collect assessments.

17.4.8. Impose and collect reasonable charges for the preparation and recoding of amendments to the Declaration, resale certificates and statements of unpaid assessments.

17.4.9. Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance.

17.4.10. Assign its right to future income, including the right to receive common expense assessments.

17.4.11. Acquire, hold, encumber, or convey in its own name any right, title or interest to real or personal property.

17.4.12. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Property.

17.4.13. Any check written by the Association for an Association expense which exceeds \$2,500.00 shall be signed by two members of the Association Board of Directors.

17.4.14. Impose and collect fines for violation of rules, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Bylaws or rules and regulations adopted by the Board. Levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to owners for violations of the Declaration, Bylaws, rules and regulations of the Association. Any fines levied pursuant to this section shall be treated as a lien against the Lot Owner and the Lot and may be collected as provided for in Section 19.

17.4.15. Adopt and enforce rules of the road and related rules for the ownership, operation, use and maintenance of the roads and easements set forth herein. Any fines levied pursuant to this section shall be treated as a lien against the Lot Owner and the Lot and may be collected as provided for in Section 19.

#### 17.5. Liens and Collection of Assessments.

17.5.1. The Board shall acquire and pay for as common expenses any goods or services reasonably necessary or convenient for the efficient and orderly maintenance of the Property.

17.5.2. All unpaid sums assessed by the Association to any Lot shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages and/or Contracts of Record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. Unpaid Activity Center Assessments, as defined in Section 10 of this document, are assessments and shall be treated as other unpaid sums shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid.

17.5.3. A First Mortgage and/or Vendor possession through a Mortgage foreclosure, deed of trust sale, declaration of forfeiture of contract, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot burdened with all claims for the share of assessments chargeable to the Lot which became due before such possession. The successor Lot Owner will be liable for the common expenses and assessments that accrue after the taking of possession. Any past due share of assessments that are not collected shall become new expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them.

17.5.4. The Board shall publish and maintain a list of common expenses, liens outstanding, and to the extent available, projected expenses for coming periods.

17.5.5. Upon written request of the holder of a First Mortgage or deed of trust, or the vendor on a real estate contract the Association will furnish a statement of lien balances and the information available to a Lot Owner. A fee equal to the costs of producing said statement will be charged to the individual or entity requesting said statement.

17.5.6. The lien of delinquent assessments may be foreclosed as a mortgage of real property under the laws of the State of Washington. The Declarant or Board, acting on behalf of the Owners Association, shall have the power to bid on the Lot at foreclosure sale, and acquire and hold, lease, Mortgage, and convey the same.

17.5.7. In addition to constituting a lien on the Lot, all sums assessed by the Board chargeable to any Lot, together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchase of the Lot when the assessment is made, and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

17.5.8. The Board may from time to time establish late charges at a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

17.5.9. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgement a reasonable sum for attorneys' fees; and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law. The venue of any action upon this agreement shall lie in Kittitas County.

17.5.10. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

17.5.11. No Lot Owner may avoid or escape liability for assessments provided for herein by abandoning, selling or transferring ownership in his or her Lot.

17.6. The funds of the Association shall not be commingled with the funds of any other association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association.

17.7 The Board may exercise any other powers conferred by the Declaration or Bylaws; exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and exercise any other powers necessary and proper for the governance and operation of the Association. The Board may secure a loan to purchase property or provide improvements it deems appropriate.

**18. TERM OF COVENANT.**

The conditions, covenants and restrictions set forth in this Declaration shall run with and bind the Property for thirty (30) years from the date this Declaration is recorded, after which said covenants shall be automatically extended in perpetuity until terminated by any instrument terminating these covenants which has been signed by 75% of the Lot Owners of record at the time of the termination. This Declaration may be amended at any time by the Declarant as set forth herein and, after the transition date, only so long as the amendment has been signed by at least 75% of the Lot Owners of record at the time of the amendment. Amendments must be made in a manner as set for in paragraph 17.

**19. AMENDMENT.**

19.1. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Roslyn Ridge East Owners Association" which sets forth the entire amendment. Notice of any proposed amendment must be given to all Lot Owners.

19.2. During the Development Period, Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages of deeds of trust to sell first mortgages of deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA. If Declarant, after the Declaration has been recorded, determines that it is necessary to amend the Declaration, then the Declarant is hereby authorized to execute and to have recorded said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

19.3. Declarant reserves the right to amend this Declaration, without approval by Lot Owners, as specifically provided in Section 12 herein; provided, however Declarant shall provide Lot Owners with a copy of any such amendment within 10 days of execution thereof.

19.4. Declarant or any Lot Owner may propose amendments to this Declaration. Amendments must comply with the same approval procedure as rules and bylaws, as outlined below. Once an amendment has been adopted by the Lot Owners, the amendment will become effective when recorded in the Auditor's Records of Kittitas County, Washington.

19.4.1. Any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Association, it being understood that, during the Development Period, this right of approval lies solely with the Declarant as the sole Board Member.

19.4.2. Any proposed amendment so approved by the Board, shall then be approved by a two-thirds (2/3) majority of the Lot Owners. Said approval may be evidence by signature on the amendment document or by certificate contained in the amendment to the effect that the Board is in possession of the written consent to the amendment by at least a two-thirds (2/3) majority of the Lot Owners. In all events, the amendment shall bear the signature of the president of the Board of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted and shall be acknowledged by them as officers of the Association.

19.5. It is specifically covenanted and understood by any parties accepting ownership interest in Lots subject to this Declaration that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions, and restrictions contained herein which may be affected and any or all clauses of this Declaration.

## **20. GENERAL PROVISIONS.**

18.1. All notices given under the provisions of this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail, postage prepaid, addressed to the Person entitled to such notice.

20.1.1. Owner's Address of Record. Notices to Lot Owners shall be mailed to the Owner's Address of Record. Each Owner must maintain an address of record with the Declarant and, after transition date, the Association. Transfer of property must be accompanied by a notice of change of address given by U.S. Mail to the Declarant and, after transition date, the Association. Failure to maintain a current address waives Owner's right to object to lack of notice of pending meetings, elections and official proceedings pursuant to this Declaration. Absent a valid address of record, the Declarant and, after transition date, the Board may (but is not required to) designate the taxpayer's address shown on the Kittitas County tax rolls as the address of record.

20.1.2. Office of Record. Notices to the Declarant and/or the Association shall be mailed to the Office of Record. The Office of Record's address may be changed from time to time by the execution and recording of an instrument in the Auditor's Office of Kittitas County, Washington which (i) refers to this Declaration and this Article and (ii) sets forth the Office of Record new address.

20.1.3. Notice of meetings, elections and pending action shall be timely if given by U.S. Mail thirty (30) days in advance of the proposed activity.

20.2. Limitation of Liability. So as long as the Declarant, Association, or Board Member acting on behalf of the Owners to enforce the terms and provisions of this Declaration is acting in good faith, without willful or intentional misconduct, then Declarant, Association, or Board Member shall not be personally liable to any Owner or other person or entity for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Declarant, Board or Owner.

20.3. Indemnification. Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such a position as representing the Lot Owners or their Board under this Declaration, or any settlement thereof, whether or not Declarant holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein Declarant is adjudged guilty of willful misfeasance in the performance of this or her duties.

20.4. Insurance. At such time as the Declarant, and after the transition date, the Board deems appropriate, the Declarant may cause the Owners Association to purchase and maintain as a common expense a policy or policies which the Declarant deems necessary or desirable to provide casualty insurance; comprehensive liability insurance, with such deductible provisions as the Declarant deems advisable; insurance, when available, for the protection of the Declarant, and/or its representatives, from personal liability in the management of the Declarant's duties with respect to the Plat; and such other insurance as the Declarant deems advisable.

## **21. ENFORCEMENT.**

21.1. During the Development Period, the Declarant shall have the right, but not the obligation, to enforce the provisions of this Declaration, and the rules and regulations for the benefit of the Lot Owners. Upon the Transition Date, and without further action by any Person or Persons, (i) the term of the Declarant's management of the Property shall end and all duties shall become the responsibility of the Association and its Board of Directors; and (ii) the Declarant shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration.

21.2. If there is a violation of any of the conditions of these covenants, conditions or restrictions as herein set forth or as herein after amended, any Lot Owner, joining with other Lot Owners or individually, and/or the Association, shall have the right to proceed at law or in equity to collect damages or to compel compliance with the terms and conditions of these covenants, conditions, restrictions and easements or to prevent the violation or anticipated violation or breach of any covenant, conditions, or restriction contained herein.

21.3. The failure of any Owner to comply with provisions of this Declaration, or the rules and regulations may give rise to a cause of action by the Declarant and/or any aggrieved Lot Owner, the Declarant and/or the Board for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations adopted by the Declarant or Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court. Venue for such proceedings shall be in Kittitas County, Washington.

21.4. In the event any suit brought by any party to enforce the terms and conditions of these covenants, conditions, restrictions and easements results in a monetary judgment against a Lot Owner,

said judgement shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the holder of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owners property. In the action foreclosing the lien, the same shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law.

21.5. Failure by the Declarant, the Association and/or any Lot Owner in any instance to insist upon the strict compliance with this Declaration or rules and regulations adopted pursuant hereto, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of that or any other term, covenant, condition, or restriction. The receipt of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Declarant and, after transition date, the Board, of any requirement shall be effective unless expressed in writing and signed by the same.

21.6. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Declaration or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of these Covenants shall be valid and be enforced to the fullest extent permitted by law.

21.7. In the event any charge or fine is levied against a Lot or Lot Owner and their guests, invitees and assigns by the Association and said fine or charge is not paid said fine or charge shall become a lien against that person or entity's Lot in addition to becoming the personal obligation of that Lot Owner. Said lien shall be foreclosed in the manner as provided by Washington State law. In addition to having the lien, the hold of a judgment against any Lot Owner for any monetary damages awarded as a result of a violation of these restrictive covenants, conditions and restrictions shall have the option of proceeding personally against the owner of a Lot or the option of foreclosing the lien in the Lot Owner's property. In the action foreclosing the lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonably incurred in preparation for and in prosecution of such action in addition to taxable costs, all as permitted by law.

**22. Further Subdivision Of Lots:** Except for property owned by the Declarant there shall be no further subdivision of any Lots after the effective date of this declaration.

**23. EFFECTIVE DATE.** This Declaration shall be effective upon recording.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set their hand and seal as of the \_\_\_\_\_.

\_\_\_\_\_  
Declarant

STATE OF Washington

ss.

COUNTY OF Kittitas

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s)  
acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and  
voluntary act for the uses and purposes mentioned in this instrument.

Dated:

---

Notary name printed or typed: Frances J. Moen  
Notary Public in and for the State of Washington  
Residing at Cle Elum, WA  
My appointment expires: March 6, 2022

**EXHIBIT A TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ROSLYN RIDGE EAST OWNERS ASSOCIATION**

**EXHIBIT B-1 TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ROSLYN RIDGE EAST OWNERS ASSOCIATION**