

Rimrock Meadows

Declaration of Covenants and Restrictions

KNOW ALL MEN BY THESE PRESENTS that RIMROC MEADOWS OF WASHINGTON, INC., a Washington Corporation, hereinafter referred to as the "Corporation", and RIMROCK MEADOWS ASSOCIATION, a Washington Non-Profit Corporation, hereinafter known as the "Association" do hereby declare as follows:

WHEREAS the Corporation and the Association are the fee owners of certain real property located in Douglas County, State of Washington, all lots and tracts within the plat of RIMROCK MEADOWS according to the plat thereof on record in the office of the County Auditor of Douglas County, Washington, hereinafter referred to as "said property", and WHEREAS the Corporation and Association desire to subject said property to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind their successors in interest, and any future owners thereof, this declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements liens and charges is to reside in the Association, its successors and assigns represented by a designated Planning and Architectural Standards Committee hereinafter called the "Planning Committee" consisting of five to seven members who shall be made up of a representative cross section of lot owners not currently serving on the board of the Association, to be chaired by a member of the Board of Directors, now, therefore,

The Corporation and Association DO HEREBY DECLARE that the above-described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto; from time to time additional contiguous or nearby real property owned by the Corporation or Association may be made subject to the restrictions herein. This Declaration is intended to replace any and all covenants and conditions to which the said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

ARTICLE I

General Purpose of Conditions

The said property is being subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to provide for the best use and the most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of surrounding buildings sites as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property; to guard against the erection therein of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets; and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the value of investments made by purchasers of lots therein.

ARTICLE II

Covenants and Restrictions

1. **Land Use:** All lots, tracts and parcels of the said property shall be used only as herein set forth and zoned; and such designated usage can be changed only by the approval of the Association through its Planning Committee, as provided in the Articles of Incorporation and By-Laws of said corporation. All lots of the plats of RIMROCK MEADOWS shall be used only for single family residence, except for such lots, tracts or parcels as are specifically designated upon the said plat for community recreational buildings, facilities and purposes and except that nothing mentioned in this Declaration shall be construed to prevent the Corporation and Association or their successors or assigns, from erecting and maintaining, or authorizing the erection and maintenance of structures and signs from the development and sale of said property while the same or any part thereof is owned by them, their successors or assigns.

2. **Architectural Control:** No permanent structure of building shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Douglas County building regulations, Health Department Codes, and the requirements of the Planning Committee. No building or structure of any kind shall be erected, placed or altered upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the said Committee prior to the commencement of any construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exterior of such buildings and structures are completed. Any structure built on any lot within Rimrock Meadows must be approved by the Planning Committee prior to commencement of construction. In connection with approval by the committee of structures, a simple preliminary structure plan showing the over-all dimensions and front elevation together with location on the lot, shall be submitted to the Committee for approval or disapproval. No construction or installation shall be permitted prior to the approval of the Committee provided that if the Committee fails to give notice within 30 days following submission of the plan, the plan shall be deemed acceptable. Twelve months after installation of power and water distribution systems, no tents, shacks or outbuildings shall be used as a dwelling. The exterior of any dwelling must be completed within the time constraints specified by county building code requirements. Please note that “dwelling” refers to a permanent residence in which the owner plans to live (or dwell) seasonally or year round.

3. **Building Size Limitations:** No dwelling shall be permitted on any lot wherein the ground floor area of the structure shall be less than 720 square feet (or current County standard) of enclosed living area. No dwelling shall exceed a maximum height of twenty-four feet from the original grade without written approval from the Planning Committee.

4. **Manufactured Homes:** Manufactured Homes will or may be considered for installation at Rimrock Meadows *only* after Planning Committee approval. A Rimrock Planning Committee application shall be submitted with appropriate and necessary supporting documentation (as listed below), and such application *must be approved prior* to moving or installing the home at Rimrock Meadows. A Douglas County Manufactured Home Installation Permit must be issued prior to installation or moving the home to the site. Manufactured Homes shall be new or otherwise never previously occupied. In no case shall they be older than three years from the date of manufacture.

- a. Manufactured Homes shall be installed on a recessed or pit set site with concrete or concrete masonry unit (CMU) block wall properly reinforced by an approved footing strip the minimum depth of which shall be consistent with current applicable building codes. The minimum above ground height shall be that necessary to provide required ventilation, but which shall not be less than that specified by applicable State and local codes. This may include a partial or full basement.
- b. In no event shall a Manufactured Home be installed above grade on temporary or permanent supports, set on a grade, or secured and placed in any manner requiring sheet metal or plastic panel skirting to cover or enclose the Manufactured Home substrate. In all cases the finished look shall be similar to that of a site-built home.
- c. Manufactured Homes shall be permanently anchored to the foundation in a manner consistent with a high quality and durable installation by a homeowner or Washington State certified installer according to the manufacturer’s installation manual.
- d. Manufactured Homes shall in all respects meet applicable State and local energy code requirements pertaining to Manufactured Homes and shall meet the requirements for any and all necessary or applicable permits and the manufacturer’s installation manual.

Declaration of Covenants and Restrictions
Recorded with Douglas County 3/18/1999 #3019472
Recorded Amendment 3/05/2008 #3121210

- e. Manufactured Homes shall have straight (linear) pitch roofs sufficient to meet snow load specifications as set forth in the Douglas County Code (currently 35 lbs.). The Manufactured Home shall be designed and installed with adequate gutters and shall be installed with drainage and watercourses consistent with good practice and preservation of the integrity of the foundation.
 - f. The following are prohibited for use as dwellings at Rimrock Meadows:
 - Singlewide units.
 - Units with sheet metal clad sides (commonly known as “tin-lizzies”).
 - Units showing obvious prior use, wear and tear, units containing aluminum wire, units incompatible with permanent residential installation requirements set forth herein, units which do not meet applicable County and State building and energy codes in effect at time of installation.
 - g. Owner is responsible for acquiring all necessary permits including electrical, water, and sanitation prior to installation of the Manufactured Home.
 - h. Owner shall provide the Planning Committee with a site plan showing orientation of the Manufactured Home on the lot, a front elevation drawing showing foundation detail, and a photograph or rendering showing the Manufactured Home in typical installation.
 - i. Only one Manufactured Home shall be permitted per lot, and said installation shall be used as the primary residential dwelling on that lot.
 - j. All installations must abide with all applicable Articles of the Rimrock Meadows Covenants. Storage of Manufactured Homes on private lots is not allowed while waiting for permit approval.
5. **Setbacks:** No building shall be located on any lot nearer than 40 feet to the front lot line, nor nearer than 20 feet to any side street line, nor nearer than 20 feet to any interior property line. Outbuildings shall be constructed and located upon the lot in accordance with applicable state and local regulations. For the purpose of this covenant, unsupported eaves, uncovered decks, and steps shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of any structure or building upon one lot to encroach upon or over another lot held in the same ownership. Requested exceptions will be submitted to and considered by the Planning Committee.
6. **Minimum Lot Size:** No dwelling shall be erected or placed on any lot having an area of less than 20,000 square feet.
7. **Cuts and Fills and Utility, Sewerage and Drainage Easements:** The right is reserved to construct and maintain public utilities on the streets and roads of the plat below ground and to make all necessary slopes for cuts and fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right of drain the streets or roads over or across any lots or lots where water may take a natural course. The Association further reserves perpetual easement eight feet wide under, over and across the front, rear and sides of each lot; within, contiguous and parallel to the front, rear and side lot lines thereof, for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems, and declarants further reserve Bridle Trail easements as shown on the face of the plat. No change in the natural drainage shall be made by any lot owner without prior approval from the Planning Committee.
8. **Trees:** No trees may be allowed to grow to a height whereby they may endanger adjoining property or allowed to grow to a height where they block adjoining property owners’ views.
9. **Nuisances:** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. Determination as to what is noxious or offensive rests with the Planning Committee.
10. **Temporary Structures:** No structure of a temporary character, basement, tent, shack, garage, trailer, boat, camper or any outbuilding of any nature shall be used on any lot at any time as a permanent or seasonal residence or dwelling, except under a temporary written permit which may be granted upon specific time limitations of such use at the discretion of the Planning Committee, providing such use is in compliance with local Health Department regulations. (*Permanent meaning 180 days in any 365 day period within Rimrock.*)
11. **Radio and Television Antennae:** No television or radio antennae or towers may be erected or maintained anywhere upon said property without prior written consent of the Planning Committee.
12. **Livestock:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property, except that horses, dogs, cats, and other household pets may be kept, provided they are not kept, bred or

maintained for any commercial purpose, and provided such keeping does not constitute a nuisance so defined in ARTICLE II, Paragraph 8 herein; and provided, further, that stable facilities and fencing approved by the Planning Committee shall be provided by the owner if horses are kept.

13. **Refuse:** No lot shall be used or maintained as dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition, and all incinerators shall be approved by the Planning Committee before installation or use. All building plans submitted to the Planning Committee must include a plan for appropriate disposal of garbage and refuse. County requirements on open burning bans and restrictions will be observed.

14. **Sewage Systems:** No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Chelan/Douglas County Public Health Authorities. Approval of such system as installed shall be obtained from such Authorities. All septic tanks shall be in conformance with current county health department requirements.

15. **Oil Drilling:** Oil drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon, in or under any of the lots. Notwithstanding the restrictions set forth in the preceding sentence, declarants may carry on such restricted activities, in their discretion.

16. **Ground Cover:** No person shall strip, remove or destroy ground cover, trees, bushes and the like, whether natural or otherwise, from or upon said property; except as may be necessary in the construction of a dwelling and its appurtenances. Exceptions will be submitted in writing and considered by the Planning Committee. Exercise of the rights of the Association under paragraph 4 of ARTICLE III hereof shall not be deemed a violation of this paragraph.

17. **Tracts:** All parcels of land within said property that are designated as tracts shall be for the exclusive recreational use of the Association and its members unless expressly designated on the face of the plat for another purpose.

18. **Fences:**

a. **Front Yard:** Forty-two (42) inches maximum height. On corner lots both sides adjacent to the streets shall be considered front yards.

b. **Side Yard:** Maximum height forty-two (42) inches from the front back to the set-back limitation then it can be the maximum of six (6) feet.

c. **Rear Yard:** Maximum height six (6) feet.

d. The term "fences" shall include hedges and/or similar plantings which restrict vision.

e. Design and construction approval must be obtained in writing from the Planning Committee, in accordance with ARTICLE II, paragraph 2 above.

ARTICLE III **RIMROCK MEADOWS ASSOCIATION**

1. **Membership:** The owner of each lot of the said property shall be a member of the Association and shall have all the obligations of membership therein as provided in its Articles and By-Laws.

2. **Dues:** For the purpose of financing the activities of the Association, it is hereby declared that all the lots within the said property shall be charged dues as may be set from time to time by the Association and/or Corporation, as provided in their Articles and Bylaws provided, however, that lots, parcels or tracts held in the sole ownership of the Corporation, its successors or assigns, shall not be subject to such annual assessment or charge.

3. **Liability and Liens for Dues:** Any dues not paid by the due date shall be delinquent and bear interest at the rate of twelve (12%) percent per annum. Upon becoming delinquent dues shall constitute a lien upon the lot(s) against which they have been levied, and the Association shall file a statement of charges in the office of the Auditor of Douglas County, Washington, stating the particular lot or lots. A release of said lien shall be filed by the Association upon payment in full of said dues (including interest and any costs attorney fees). Said lien may be enforced by the Association as may a lien upon real property under the law of the State of Washington; and, if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements, including reasonable attorney fees, of the Association, all of which costs, disbursements and attorney fees shall be secured by the lien. In any event, Members shall be personally liable for the dues. Anyone who purchases or contracts to purchase a lot upon which

dues are owing shall not become personally obligated on the delinquent dues; however, their lot(s) shall remain subject to any delinquent dues and subject to foreclosure as set forth herein.

4. **Unkempt Lots:** The Association shall have the right at all times to enter upon any lot of said property that is vacant or then unoccupied and after reasonable notice to the owner thereof do at the expense of the Association whatever is necessary to clean up and maintain the appearance thereof in a condition consistent with that of the other lots within the said property. Authorized representatives of the Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Absent an emergency any inspection requiring entry into a structure shall be done only during daylight hours and upon 24 hours notice to the owner or occupant thereof.

ARTICLE IV **Definitions**

Wherever used in this Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said property" shall mean all the land encompassed within the plats of RIMROCK MEADOWS, Douglas County, Washington.
2. "Association" shall mean RIMROCK MEADOWS ASSOCIATION, a Washington non-profit corporation.
3. "Corporation" shall mean RIMROC MEADOWS OF WASHINGTON, INC., a Washington Corporation.
4. "Owner" shall mean and include contract purchasers of lots within the said property and any person or entity acquiring title from any owner by gift, purchase, inheritance, or by any foreclosure or forfeiture, including, without intent to limit the generality hereof, any and all successors in interest of any owner.

ARTICLE V **General Provisions**

1. **Terms:** These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots within said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or in part.
2. **Enforcement:** The Association, representing the owners, is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions thereof, either to restrain such violation or to recover damages. In the event that the Association fails to take appropriate action for the enforcement of the covenants and restrictions hereof within a reasonable time after the violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in any such enforcement proceedings whether in law or in equity shall have from his opponent such attorney's fees as the court may deem reasonable.
3. **Severability:** Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
4. **Amendment of Declaration:** This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the voting power of the Association at any annual meeting or at any special meeting specifically called for that purpose.
5. **Insertion in Deeds:** The Association, its assigns and successors in interest hereby agrees to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the Covenants and Restrictions herein contained; and further agrees that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted; "This real property is subject to the terms and

Declaration of Covenants and Restrictions
Recorded with Douglas County 3/18/1999 #3019472
Recorded Amendment 3/05/2008 #3121210

conditions of a Declaration of Covenants and Restrictions dated and recorded upon the records of Deeds in Douglas County, Washington".

RIMROCK MEADOWS ASSOCIATION

By: _____

Kevin Danby, President
STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Kevin Danby, to me known to be the President of Rimrock Meadows Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument by proper resolution of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the
State of Washington residing in _____

My commission expires: _____

**EXHIBIT A
RIMROCK MEADOWS LEGAL DESCRIPTION**

- Division 1 - Sections 19, 20, 29 and 30, TWP 23N RGE 25E WM
- Division 2 - Sections 19, 29 and 30, TWP 23N, RGE 25E WM
- Division 2A - Sections 30, TWP 23N, RGE 25E WM
- Division 3 - Sections 17, 18, 19, 20, and 29, TWP 23N, RGE 25E WM
- Division 4 - Sections 7, 17, and 18, TWP 23N, RGE 25E WM
- Division 4A - Sections 7, TWP 23N, RGE 25E WM
- Division 5 - Sections 12, 13, and 24, TWP 23N, RGE 24E WM and
Portions of Sections 7 and 18 TWP 23N, RGE 25E WM
- Division 5A - Portions of Section 7, TWP 23N, RGE 25E WM