

**WHEN RECORDED PLEASE RETURN TO:**

RIMROCK MEADOWS ASSOCIATION

PO BOX 1195

EPHRATA, WA 98823

**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 exceed a maximum height of twenty-four feet from original grade without written approval from the Planning Committee. For all other codes, please refer to Douglas County Chapter 18.30 within Title 18, Zoning.

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.
- 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:** All buildings or structures shall be constructed and located upon the lot in accordance with applicable Douglas County setback regulations. Please refer to Section 18.16.080 of the Douglas County Code. These setback regulations are subject to change, and all applicable county setback regulations, as said regulations now exist and are hereafter amended, are adopted herein by this reference.

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. **Animals:** All animals, livestock, or poultry must be kept in accordance with applicable Douglas County Code. Please refer to Section 18.16.190 of said Codes for specifics. The Board may at its sole discretion act

to remove animals and restrict the member's ability to keep animals when public health and safety, animal welfare, or nuisance occurs. No animals may be raised for commercial purposes.

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 the fee owner of one or more lots within the jurisdiction of the Association according to the records of Douglas County and shall not include those merely having a security interest in the lot(s) (such as a deed of trust beneficiary). "Owner" shall also mean and include any vendee/buyer of one or more lots under a real estate contract recorded with the Douglas County Auditor's Office. If any vendee/buyer of one or more lots acquires an interest therein under an unrecorded real estate contract, such vendee/buyer shall not be considered an "owner", and the actual fee owner of the lot(s) according to the Douglas County records shall be deemed the "owner" of the lot(s) in question.

#### **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. The Planning Committee will make recommendations to the Board of Directors on enforcement of these Regulations. In so doing, it will adhere to the following procedures:

**Correction Notice:** The Planning Committee, upon finding a violation of this Declaration, will issue and send a correction notice, together with a copy of the current daily monetary fine schedule approved by the board of Directors, to the record owner of the lot upon which a violation exists. The correction notice will contain:

- A. The Division, Block, and Lot number and a legal description sufficient for identification of the premises upon which the structure or violation exists.
- B. A brief and concise description of the conditions found to be in violation of these Regulations.
- C. A statement of the action required to remedy the violation and that the action required to remedy the violation must be completed within 30 days from the date of the notice.
- D. A statement that the Association, through action of the Board of Directors, may levy, impose, assess, and collect daily monetary fines in the amounts set forth in the daily monetary fine schedule against the owner and/or commence an action to restrain and enjoin the violation and recover reasonable attorney's fees and costs if the violation is not timely remedied or corrected; and
- E. A statement advising (1) that any person having any record title or legal interest in the property or structure may request a hearing on the correction notice before the Board of Directors, provided that the request is made in writing and filed with the board within 30 days from the date of the notice, and (2) that failure to request a hearing will constitute a waiver of all right to a hearing and determination of the matter.

**Correction Action – Enforcement – Venue & Attorney’s Fees and Court Costs**

If the lot owner fails to take the required corrective action within 30 days from the date of the notice and fails to timely file a request for a hearing on the correction notice, or if the lot owner timely files a request for a hearing on the notice and the Board of Directors determines at such hearing that a violation exists and that the required action to remedy or correct the violation has not been taken by the owner, the Association may, upon the approval of the Board of Directors, exercise on or more of the following enforcement remedies against the violating owner, including a tenant:

- A. Assess daily monetary penalties against the owner for each violation according to a written schedule of daily monetary penalties developed and approved by the board of directors. A daily monetary penalty **up to** fifty dollars (\$50.00) per day for each violation may be assessed by the board of directors for each and every day that a violation exists or has existed. Each day that any violation exists or has existed shall be deemed a separate violation for which a daily monetary penalty may be assessed. The monetary penalties shall be due and payable by the owner to the Association and shall be subject to collection immediately upon their assessment by the board of directors. If any monetary penalty is not paid within thirty (30) days of its assessment, interest shall accrue thereafter at the rate of twelve percent (12%) per annum on the unpaid monetary penalties, and the Association may file a lien against the real property of the owner in the total amount of all monetary penalties assessed against the owner plus any accrued interest thereon and commence an action to collect the unpaid monetary penalties and interest thereon. The venue of any action to collect unpaid monetary penalties and interest thereon shall be in Douglas County, Washington.
- B. Commence an action against the owner, including a tenant, to restrain and enjoin such violation in the Superior Court of Washington for Douglas County.

These remedies shall be cumulative and in addition to any other enforcement remedies set forth in these Regulations or in the Declaration.

In any action brought by the Association against any lot owner, including a tenant, to enforce any of these Regulations or any obligation herein contained, the prevailing party shall be entitled to recover his/her/their reasonable attorney’s fees, in addition to other costs allowed by law, and the venue for such action shall lie in Douglas County, Washington.

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.

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

*Rimrock Meadows Association*

\_\_\_\_\_  
*Kevin Danby -- GM/President*

\_\_\_\_\_  
*Date*

STATE OF: WASHINGTON  
COUNTY OF: DOUGLAS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
personally appeared before me, Kevin Danby, to me known to be the  
individual described in and who executed the within and foregoing  
instrument, and acknowledged that **he** signed the same as **his** free and  
voluntary act and deed, for the uses and purposes therein mentioned.

*In Witness Whereof* I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

**Notary Public**

State of: \_\_\_\_\_

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