

Rim Rock Cove

Covenants and Declarations



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RIMROCK COVE OWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That Rimrock Cove Owners Association is a duly formed nonprofit corporation of the State of Washington, and declarant herein. That Declaration of Covenants, Conditions, Reservations and Restrictions, together with Exhibits A, B, C, D and E, were recorded in Book 74, pages 33 through 52, records of Grant County. That By-Law's were recorded in Book 74, pages 60 through 72, record of Grant County. That Rules and Regulations were recorded in Book 74, pages 73 through 79, record of Grant County.

Pursuant to articles of incorporation, by-laws and covenants, conditions, reservations and restrictions, Rimrock Cove Owners Association has, by resolution of the Board of Directors, adopted for presentation to the membership approval of the following First Amended Covenants, Conditions, Reservations and Restrictions of Rimrock Cove Owners Association.

The purpose of these amended covenants is to replace the previous covenants and to provide for a general plan for the improvement and development of the common property and individual lot use; establish the covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by its owner thereof; and to dictate the use or uses of the common property.

Each and every one of such covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of a lot in Rimrock Cove and shall ensure to and pass with each every parcel of the property and shall bind the respective successors in interest of any lot owner. These covenants, conditions, reservations and restrictions are and shall each be imposed upon the property and are to be construed as restrictive covenants running with the title to be the lots and to the common ground and to each and every individual lot contained in the development.

RECITALS, INTENT AND PURPOSE:

Whereas, Creative Living, Inc., a Washington corporation, was the "Developer", and owner in fee simple of parcel of land on Blue Lake in Grant County, which was developed as a Planned Unit Development concept; and

Whereas Creative Living, Inc., pursuant to its agreement with Rimrock Cove Owners Association, has transferred ownership in the common property to the Owners Association;

Whereas the Planned Unit Development of Rimrock Cove provides individual lot ownership through a fee simple title, together with a common ownership in the common ground and a membership in Rimrock Cove Owners Association; and

Whereas, the Rimrock Cove Owners Association owns the common areas of the property including, without intending to limit the same, such elements thereof as all lakeshore areas, landscaped areas, recreational facilities, bath houses, walkways, streets, electrical, water, and sewer systems, marina, docks and dock area, the mobile home and lots utilized for the manager and office for the Owner’s Association, and there shall not be individual ownership of common property; and

Whereas, each and every covenant, condition, restriction or reservation is and shall be for the benefit of each owner of an individual lot and use of common property by individual lot owners; and shall nevertheless be subject to the benefits and burdens of a Planned Unit Development; and

Whereas, it is now desirable to amend and supersede the original Declaration of Covenants, Conditions, Reservations and Restrictions as filed on June 22, 1970, in Book 74, pages 33 through 52, and thereby update the proper uses of the property and to provide current requirements for the operation of the Owners Association; NOW, THEREFORE,

DECLARATION

The property contained in the recorded plat and legal descriptions contained therein, as recorded in the office of the Auditor in and for Grant County Washington, shall be and continue to be subject to each and all of the terms hereof until this declaration is terminated in accordance with the provisions hereinafter contained.

ARTICLE I – Definitions

Section 1. “Association” shall mean and refer to Rimrock Cove Owners Association, a Washington non-profit corporation, organized pursuant to the Washington Non-Profit Corporation Act (RCW 24.03); copies of the articles of incorporation and by-laws have been previously recorded with Grant County Auditor’s Office.

Section 2. “Owner” shall mean and refer to the record owner, (whether one or more persons or entities) of a fee simple title to the individual lot or lots, within the “Rimrock Cove” development; or, if the lot or lots is being sold on real estate contract, the contract purchaser shall be the “owner” of the lot or lots.

Section 3. “Properties” or the ‘property’ shall mean and refer to those portions of the real property described within the Rimrock Cove Planned Unit Development plat or plats filed with the Auditor of Grant County, Washington, as final and accepted plats for the respective portions of the property together with any such additions thereto as may hereafter be bought within the jurisdiction and control of the Owners Association.

Section 4. “Common Area” shall mean all of the property held for the common use and enjoyment of the individual lot owners, but excluding the individually owned fee lot or lots. The common areas shall be those areas shown on the final recorded plat, a play area, a beach area, a boat ramp, an open area, an access road, a street and all other areas within said recorded plat which are open to use by any member of the Owners Association, his family or invitees.

Section 5. “Public Service” shall mean and refer to those services normally rendered for the peace, safety and protection of persons residing within the platted subdivision, including but limited to police and fire protection, and common area, and street lighting, clean-up and sanitation.

Section 6. “Utilities” shall mean and refer to sewage disposal, garbage disposal, and the furnishing of potable water for use to the lots platted within the subdivision.

Section 7. “Lot” or “Lots” shall mean and refer to any plot of land shown upon the recorded subdivision map of the properties but excluding all the common area.

Section 8. “Declarant” shall mean and refer to the Rimrock Cove Owners Association.

Section 9. “Dues” shall mean and refer to charges levied on an annual basis by the Owners Association, although the dues may at the option of the Board of Directors, be collected monthly, quarterly or semi-annually as the directors of the Association shall determine, against each and every lot to be used for the following purposes:

- (a) To defray the costs of the acquisition or installation of capital improvements and to provide reserves for depreciation, replacement, repair and/or obsolescence;
- (b) To defray the costs of management, maintenance, operation, repair and replacement in the common areas, including but not limited to streets, utility services, and water and electric power;
- (c) To defray the costs of management, maintenance, operation, repair and replacement of those parts of the lot or lots which, pursuant to the other provisions in the by-laws or these covenants, conditions, reservations and restrictions, is the responsibility of the Owners Association to manage, maintain, operation, repair and/or replace; and
- (d) To defray the costs of management and administration of the Owners Association, including without limiting the same, compensation paid by the Association to a managing agent, accountant, attorneys, security, costs of mailing notices, newsletters, minutes and other mailing to members, and to hire other employees which are, according to the directors, helpful and necessary to operate the Owners Association.

Section 10. “Common Surplus” shall mean and refer to the excess of all receipts of the Owners Association, including but not limited to dues, fees, rents, profits and revenues on account of common elements over the amount of common expenses.

Section 11. “Planned Unit Documents” shall mean and refer to all current documents and exhibits which are or have been filed with the Auditor of Grant County.

Section 12. “Person” shall mean and refer to any individual, firm corporation, trustee, partnership or other legal entity capable of holding title to real property.

Section 13. “Share” shall mean and refer to the ration of one lot to the total number of lots in the planned unit development.

ARTICLE II - Property Rights in Common Ground

Section 1. Lot Owner’s Easements of Enjoyment. Each owner shall have the rights and easement of non-exclusive enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every individual lot or lots, subject to the following provisions:

- (a) The right of the Owners Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (b) The right of the Owners Association to suspend the voting rights and the right to use of the common grounds recreational facilities by an owner, his family and invitees for any period during which any dues against his lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of its rules and regulations then in effect; and
- (c) The right of the Owners Association to dedicate or transfer all or any part of the common area, of the utilities, or of the responsibility for the furnishing of public services to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

Section 2. Pursuant to Article XII, Section 1 of the By-Laws, the rules and regulations concerning the use of the common areas and facilities may be adopted, promulgated and amended by a majority vote of the directors to be submitted to a regular or special meeting of the membership. A simple majority vote of the membership present is required to approve/disapprove the adoption and/or amendment of the rule(s) and regulation.

ARTICLE III - Property Rights and Uses on Individual Lots

Section 1. Structures. There shall be a maximum of two structures on each individual lot. One structure shall consist of one recreational vehicle, as hereinafter defined; the other structure shall consist of one storage shed, as hereinafter defined. A tent or camper may be utilized as a living facility as defined further by the Board of Directors.

- (a) The recreational vehicle shall conform to all Washington State requirements for a Park Model Recreational Vehicle. The recreational vehicle shall not exceed 400 square feet measured by the exterior walls. The recreational vehicle shall not exceed 16 feet in height, measured from the highest point of ground surface to the highest peak or part of the roofline. The recreational vehicle shall be contained totally within the individual lot lines and shall not be allowed to protrude into or upon the grounds.
- (b) The storage shed shall mean any structure not exceeding 10 feet in height, measured from the ground surface to the highest peak or part of the roofline and shall not exceed 100 square feet in size, measured by the exterior walls. The storage shed shall be contained within the individual lot lines and shall not be allowed to protrude into or upon common grounds.
- (c) Decks shall not exceed 800 square feet, of which a maximum of 200 square feet may be permanently enclosed as a screened porch or "Arizona Room". In addition, 20% of the total exterior wall space must have glazing, screens and/or open space. No decks may be installed, included, or otherwise added to any property in which the deck floor will exceed 3 feet in elevation above the main floor of any permanent and/or temporary trailer, or other recreational vehicle on a Lot

Section 2. Use of Individual Lot or Lots: The storage shed and recreational vehicle may be allowed to remain on the individual lot or lots through the year at the discretion of the owner.

- (a) No more than three adults, one of whom shall be an owner, shall reside in the recreational vehicle on a permanent basis, however, an owner may invite guests as often as he or she chooses. An owner may rent his facilities for a period of time not to exceed 45 days total within any one calendar year.
- (b) Any use which compliments recreational vehicles may be permitted. Such use may include, but is not limited to awnings, decks, patios, carports, canopies over decks or trailers or patios or carports, barbeque pits, and other uses which are first approved by the Architectural Committee. No Non-conforming use shall be permitted.
- (c) No commercial signs of any kind or for any use or purpose whatsoever shall be erected, posted, upon any lots, except not more than two signs advertising the lot is

for sale or rent, which signs shall not exceed the surface size of the sort usually and customarily used by real estate agents in Grant County for residential properties.

- (d) No husbandry of either animals or fowl shall be conducted, permitted or maintained on the properties. However, pets commonly considered “house pets” shall be excluded from this restriction. It shall be the sole responsibility of the lot owner to control the pet or pets in accordance with any rule or regulation adopted by the Owners Association.
- (e) No fence, hedge or wall shall be constructed, planted, created or maintained on any lot, which shall unreasonably restrict or block the view from any lot, or which shall materially impair the continuity of the general landscaping plan of the properties or cause unreasonable interference with the use of the adjacent lot owner’s property.
- (f) No vehicle of any nature, cars, trucks, trailers, boats, boat trailers, motorcycles or other vehicles shall be parked on the street rights-of-way or on common ground in such manner as to obstruct the free flow of traffic. The parking of cars, trucks, trailers and other vehicles or objects shall, at all times be subject to control of the Owners Association, which may from time to time adopt rules and regulations controlling the use of common grounds, for the parking of cars, trucks, trailers, boats, boat trailers, motorcycles or other vehicles.
- (g) Boat landings, dock ramps, piers and mooring buoys or posts shall be constructed only in accordance with plans and specifications submitted and approved in writing by the Architectural Committee. No boats or other vessels shall be anchored, moored or otherwise remain off shore in any of the waterways adjacent to properties, whether individual lots or common ground, so that the same shall in any way interfere with navigation or ingress and egress of boats or vessels.
- (h) No well for the production of water shall be constructed, maintained or operated upon any private lot. A common water supply to each and every lot will be furnished and maintained by the Owner’s Association.

Section 3. Uniform General Requirements: The following uniform general requirements shall apply throughout all the subdivisions of the Rimrock Cove Planned Unit Development:

- (a) Easements. Because of the irregular topography of the property and because some of the lots abut common ground and because it is the intent to have all common ground continue to be available to all lot owners and their guests without intrusion or interference from any individual lot owner, a perpetual easement, over, across, under, above and through all common ground shall be maintained. For ease of maintenance and use by the members no fencing, planting or landscaping shall be

permitted, except by approval of the Architectural Committee.

An easement shall be maintained and all rights-of-way, including streets and walkways, together with easements and rights-of-way are hereby expressly reserved upon, under and above the common area properties for the creation, construction, maintenance, repair and continued use for gas, water, telephone, electricity, sewers, storm drains or other public, private or quasi-public utilities reasonably necessary for public health and welfare of Rimrock Cove members.

- (b) Plans for Lot Use and Structures. Prior to placing a structure on an individual lot, it shall be the sole responsibility of the lot owner to determine the boundaries of the lot. All structures shall be placed on the individual lot so as not to intrude on any common grounds. All plans and specifications for each permitted structures as defined in Article III, must first be submitted to the Architectural Committee, in accordance with the provisions of Article III here of, for its written approval as to the acceptability of the plans and specifications, as to the quality of workmanship and materials, as to whether the proposed design meets the harmony of the existing harmony with respect to topography and finish grade elevation within the development.
- (c) Care and Appearance of Premises. The owner of an individual lot shall maintain the improvements and the grounds of his/her individual lot in a neat and attractive manner, so it is not cluttered, unsightly or unpleasant and so it conforms to the general surroundings of the subdivision.
- (d) View. It is very important that each lot owner restrict the height of all structures on their lot and the height of trees, shrubs and other vegetation growing thereon, so as not to interfere with the view or use of other owners' lot. Limitations of all structures heights has been established by these declarations, and authority to determine whether trees, shrubs or other vegetation on the lot unreasonably interfere with the view of other lot owners.

In any case where the Architectural Committee determines that there is such an unreasonable interference with the view of another lot owner, the Architectural Committee shall send a notice in writing to the owner, specifically setting forth the exact violation and the extent to which the trees or other shrubs or vegetation shall be pruned or removed. If, within thirty (30) days after the mailing of such notice, the owner has not complied with the request of the Architectural Committee's notice, the Architectural Committee may cause such work to be done, either at its own expense or at the expense of the owner who has requested that such pruning or removal be undertaken by the Architectural Committee.

After the completion of the work, the Architectural Committee or the individual lot owner who has paid for the work to be done, may submit the bill to the owner of the lot and then bill shall be paid by the lot owner within 30 days or a lien may be placed against the lot in accordance with the rules and regulations of the Owners Association.

- (e) Lot Setbacks, All structures shall be placed on the lot in accordance with the setback requirements of Grant County and/ or the following requirements of Rimrock Cove Owners Association: A minimum setback of one (1) foot from property lines, other than common ground which has a zero (0) lot line requirement. There shall also be a minimum of six (6) feet between trailers.

Section 4. Completion of Work. Upon placement of a recreational vehicle on a lot, any and all work required to make the structure inhabitable, including, but not limited to, installing skirting, shall be completed within six (6) months. Further, any and all work to repair, maintain, or improve any structure on a lot, including, but not limited to, a recreational vehicle, shed, deck or room, shall be completed within six (6) months from the date of commencement of said repairs, maintenance or improvements.

Section 5. Pursuant to Article XII, Section 1 of the By-Laws, rules and regulations concerning the use of the individual lots may be adapted, promulgated and amended by a majority vote of the directors to be submitted to a regular or special meeting of the membership. A simple majority vote of the membership present is required to approve/disapprove the adoption and/or amendment of the rule(s) and regulation

ARTICLE IV – Architecture Committee

Section 1. Formation and Duties of Architectural Committee.

The Architectural Committee shall be appointed by the Board of Directors of the Owners Association and shall consist of as many persons, but in no event less than three (3), as the Board shall deem appropriate. Members of the Architectural Committee shall serve at the pleasure of the Board of Directors of the Owners Association and may be removed and replaced, with or without cause, at the discretion of the Board. The duties of the Architectural Committee shall be as follows:

- (a) Except as otherwise provided herein, a majority of the members of the Architectural Committee shall have the power to act on behalf of the committee without the necessity of a formal meeting and without the necessity of consulting the remaining members of the committee. The committee shall act only upon written request of a lot owner, who shall provide the committee with detailed plans and specifications, The committee shall respond in writing, signed by one of the members present at

the meeting, advising the lot owner of the action taken by the Architectural Committee.

- (b) The Architectural Committee may adopt rules and regulations for the operation of the committee and shall promulgate the rules and regulations, or any amendments thereto, to the membership at the next regular mailing to the general membership.
- (c) No construction, preparation for construction or work of any nature shall be commenced by a lot owner prior to receiving written approval from the Architectural Committee.
- (d) All written request of a lot owner shall be acted on by the committee within sixty (60) days from the date of submission of any written plans and specifications to the committee for action, In the event the Architectural Committee does not approve or reject the plans or specifications within the sixty (60) day time period then such plans and specifications shall be deemed to be approved.
- (e) Within fifteen (15) days of completion of the construction, remodel, addition or other improvement requested by the lot owner, the lot owner shall notify the Architectural Committee of its completion. The committee shall have a period of sixty (60) days from receipt of the notice of completion to determine whether or not the completed construction, remodel, addition or other improvement complies with the approved plans and specifications submitted by the lot owner.

In the event that committee, after inspection, determines the construction, remodel, repair or other improvements do not comply with the approved plans and specifications, the lot owner shall be notified in writing, of the discrepancy between the completed project and the plans and specifications submitted by the lot owner. The lot owner shall have thirty (30) days from the date of notification of non-compliance by the Architectural Committee, to comply with the approved plans and specifications.

In the event the lot owner refuses, for any reason, to comply with the request of the Architectural Committee to bring the construction, remodel, addition or other improvement into compliance with the plans and specifications as submitted by the lot owner to the Architectural Committee, the Architectural Committee shall refer the matter to the Board of Directors for its action which may include, among other things the following:

- 1) Hire an independent contractor to bring the construction, remodel, repair or other improvements into compliance with the plans and specifications. The lot owner shall be responsible for any expense incurred to bring the project

into compliance with the plans and specifications. In the event the lot owner refuses or is unable for any reason to pay the costs incurred in bringing the project into compliance with the plans and specifications, a lien may be filed against the property by the Owners Association.

- 2) The Architectural Committee may turn the matter over to the Board of Directors for purposes of bring litigation against the lot owner, or to take such other action as it deems appropriate.

In the event the Architectural Committee, for any reason fails to provide the lot owner notice that the construction, remodel, repair or other improvements do not comply with the plans and specifications, the project shall be deemed approved by the Architectural Committee.

- (f) The lot owner shall maintain the improvements on his/her lot and the grounds of the lot in a neat and attractive manner. The Architectural Committee has the responsibility to determine if a lot is being maintained in an unsightly or unpleasant manner.
- (g) No construction or improvement or landscaping or planting of trees, shrubs or other vegetation shall restrict the view or use of another owner's lot. Each lot owner shall restrict the height of all structures, improvements, landscaping or planting of all kinds on their individual lots, so as to preserve the view and lot use of other lot owners to the greatest extent possible.

Height limitations have been establish by these declarations, and the Architectural Committee shall have the responsibility to determine whether structures, trees or other vegetation on the individual lots unreasonably interfere with the view of other properties and whether or not the structures, trees or other vegetation meet the standards of quality of construction, design, size and existing structures of the subdivision.

In the event the Architectural Committee shall determine that there is an unreasonable interference of view or of the standards of quality of construction, design, or size of existing structures, the Architectural Committee shall send a written notice to the lot owner, setting forth the extent to which the structures, trees or other vegetation are affecting the view of others and requesting that the structures, trees or other vegetation be pruned and/or removed.

If within thirty (30) days after the date of the written notice from the Architectural Committee, the lot owner has not complied therewith, the Architectural Committee shall turn the matter of to the Board of Directors for further action. The Board of

Directors may:

Contract with an independent contractor to complete the work as outlined in the Architectural Committee's notice to the lot owner and may direct that the work proceed at the expense of the owner. In the event that the lot owner refuses, for any reason to pay for said work, then the Board of Directors may place a lien on the individual lot until payment is forthcoming from the lot owner.

ARTICLE V – Membership of Owners Association

Section 1. Who are members. Every lot owner shall be deemed for all purposes to be a member of Rimrock Cove Owners Association, subject to the payment of annual dues and assessments as hereinafter provided. Membership shall be inseparably appurtenant to the lot. No membership may be conveyed or transferred in any other way inter vivos.

In the event of death of a member, the membership in the Owners Association shall pass in the same manner and to the same persons as does the lot. An owner shall have one membership regardless of the number of lots owned by him/her, and the interest of each member in the Owners Association shall be equal to that of any other member, and no member may acquire any interest which will entitle him to any greater voice, vote or authority in the Owners Association than any other member.

The purchaser of a lot, pursuant to a real estate contract and not the vendor or seller under the real estate contract, shall be deemed the owner of the individual lot for the purposes of determining membership in the Owners Association. The vote for a membership owned by a marital community shall be cast by one person of the marital community or by a written proxy signed by both members of the community. If both spouses cannot agree as to who should have the voting privilege then the vote will not be counted.

In the event a qualified ownership of a lot or lots cannot agree among themselves as to who shall exercise the power to vote, their vote shall be disregarded by the Owners Association except upon the transfer of title to or a bona fide real estate contract for the sale of the lot or lots to which his/her membership is appurtenant.

No compensation shall be paid by the Owners Association upon the transfer of membership and no member, whose membership is transferred, shall be entitled to share or participate in any of the property or assets of the Owners Association.

Written notice of any change in membership shall be given by a member to the Owners Association within ten (10) days of the transfer of membership.

Section 2. Dues. For the purpose of paying all charges incurred by reason of activities of the Board of Directors or the membership for the acquisition, operation, maintenance, repair,

replacement and any other payments incurred by the Board or membership, each lot owner shall be required to pay dues to the Owners Association at the time and in the manner and amount as fixed by the Board of Directors pursuant to the authority in the by-laws of the Owners Association.

Section 3. Effect of Default and Forfeiture Upon Dues. In the event any real estate contract for the purchase of a lot within the platted subdivision is defaulted and forfeited, the Owners Association shall have a cause of action against the defaulting contract purchaser for all sums due, delinquent and unpaid, as and for dues as herein provided; unless the contract seller, upon receiving the property back, agrees to pay all delinquent dues; in which case, upon payment of the delinquent dues, the lien against the lot shall be released by the Owners Association.

ARTICLE VI – Dues

Section 1. Type of Dues. The dues herein provided for shall consist of the following classes:

- (a) Dues, the proceeds of which are accumulated in trust over a stipulated period of time, to be used in the construction of capital improvements;
- (b) Special dues, which may be levied only in a particular year or which may be levied over an extended period of years, which are to be used for the purpose of amortizing monies borrowed for the purpose of constructing, installing or acquiring betterments for the furnishing of utility or other service to the members as hereinafter enumerated or which may from time to time be imposed by the Board of Directors in the manner provided by the by-laws of the Owners Association;
- (c) Annual dues, even though collected on a basis other than annually, imposed as charges for the operation and maintenance of utilities, common areas and other services. Such assessments shall include therein reasonable amounts for repair and replacement of utilities furnished to the members and for obsolescence and depreciation;
- (d) Dues imposed upon an individual member of the Owners Association by reason of certain special services rendered such member;
- (e) Emergency dues made necessary by reason of common disaster or gross necessity;
- (f) Dues, which are the result of taxes and special assessments levied by governmental bodies, against the Owners Association.

- (g) Any other dues, of which the authority to levy is herein granted to the Owners Association or its Board of Directors or by the articles of incorporation and/or by-laws of the Owners Association.

Section 2. Purpose of Dues. The dues herein provided for to be levied by the Owners Association from time to time shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the owners Association and for the improvement and maintenance of the common areas and the individual lots and for the purpose of providing for the furnishing of utilities and other public services to the properties and members.

Section 3. Payment of Dues. Dues shall be determined for the calendar year annually in advance of or before the second Monday in December of the year preceding for which the dues are determined, and at such other and additional times as, in judgement of the Board of Directors, additional dues are required. Such annual dues shall be due and payable in twelve (12) equal consecutive monthly payments on the first day of each month, beginning with January of the year for which the dues are determined. If an annual determination of dues is not made as required, a payment in the amount required by the last prior determination of dues shall be due upon each dues' payment date until changed by a new determination of dues.

Section 4. Interest- Application of Payments. Dues and installments thereof paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before twenty (20) days after the due date shall bear interest at the highest legal rate permissible under law from the date when due until paid in full.

Section 5. Dues Roll. The dues of all owners shall be set forth upon a roll of the individual lots, which shall be available in the office of the Owners Association for the inspection at all reasonable times by the owners or their duly authorized representatives. Such roll shall indicate, for each individual lot, the name and address of the owner or owners, the dues for all purposes and the amounts of all dues paid and unpaid. Certificates made by the Owners Association, as to the status of an owner's account, shall be given to the owner or his/her designed representative upon his/her request.

Section 6. Creation of Lien and Personal Obligation of Dues. Every lot owner, by acceptance of a deed or the entry into a contract of purchase therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agrees to pay to the Owners Association any and all dues or charges levied against the property. Such dues shall be established and collected as set forth in the articles of incorporation, by-laws and this declaration more particularly provided.

From and after the fixing of the dues hereinabove enumerated by the Board of Directors of the Owners Association, in the manner in the by-laws more particularly provided, such dues

shall be and become a charge upon the land and shall be continuing lien upon the property against which each such dues have been determined, Each such determination of dues, together with interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the owner in fee, contract purchaser and/ or contract vendor of such property, jointly and severally, at the time of the imposition of dues charge. In the event property is transferred subject to delinquent dues, both the prior owner and the successor in title shall jointly and severally be liable for the payment of any such delinquencies, including interest thereon from the date of delinquency.

Section 7. Enforcement of Lien and Collection of Dues. In the event any dues shall remain delinquent for a period of thirty (30) days from the date of its determination, the same may be collected, at the option of the Association, as follows:

- (a) Ten (10) days' notice in writing shall be given to the delinquent owner, contract purchaser and contract vendor to the effect that, unless such dues are paid within ten (10) days, any and all utility services may be forthwith severed and shall remain severed until such dues be paid; and, in addition
- (b) The Owners Association, at its option, may enforce collection of delinquent dues by suit at law or by foreclosure of the liens securing the dues, or by any other competent proceeding; and, in either event, the Owners Association shall be entitled to recover in the same action, suit or proceeding the payments, which are delinquent at the time of judgment or decree, together with interest thereon at the highest rate of interest legally enforceable from the date of delinquency, and all costs incident to the collection in the action, suit or proceeding, including with limiting the same to, reasonable attorney's fees, In any such action, the lien here imposed shall be prior to all other liens, except tax liens upon property in favor of any assessing unit and/or special district.

ARTICLE VII – Sewage Disposal System

Section 1. Plan for Sewage Disposal. The sewage disposal system for the Rimrock Cove area has been completed, together with the construction of public toilet/bathroom facilities, both of which have been turned over to the Owners Association for operation, maintenance and repair.

Section 2. Maintenance of Sewage Disposal System. The maintenance, operation, repair, replacement and any and all other costs related to said operation of the sewage disposal system, both permanent and interim, will be the direct responsibility of the Owners Association. Dues and charges against individual lots, as hereinbefore stated, will provide the necessary monies to fulfill the responsibility of the Owners Association in its operation maintenance and control of the sewage system.

Section 3. Ownership of the Sewage Disposal System. The complete sewage disposal system on the properties, including toilet, bathhouse facilities, collection lines and trunk lines located on the property are owned, operated and maintained by the Owners Association.

Section 4. Offsite Sewer Trunk Line and Lagoon Facility. Access to and continuous, non-exclusive use of the offsite sewer trunk line and lagoon facility have been guaranteed by the developer, who has installed such offsite trunk line and lagoon facility. The conditions of use by the Owners Association are as follows:

- (a) Developer guarantees performance in such a legal manner as is required by the health departments of Grant County and Washington State.
- (b) The Owners Association will be responsible for the entire cost of operation, maintenance, repair and all other costs related thereto of the offsite trunk line and lagoon facility, until such times as other properties and facilities commence using said offsite sewage facilities for their own benefit and enjoyment; at such time, the developer and the Owners Association will fix equitable and reasonable charges for the use thereof in accordance with the pro-rata share of all then existing users in terms of volume, total persons served or such reasonable, business like basis as is deemed appropriate.

Section 5. Use by Developer. Developer, for its benefit and for that of its stockholders, officers and/or employees, shall have the right to hook up and use the sewage facilities of Rimrock Cove to dispose of sewage from other real estate adjacent to the properties. The right to hook up and use said facilities shall not otherwise interfere with the use thereof by lot owners within Rimrock Cove. This Section 5 may only be amended or deleted with the approval of the developer.

ARTICLE VIII – Water Systems

Section 1. Capital Improvements. The water system has been designed, constructed and installed by developer without cost to any owner or purchaser. The developer has conveyed the water system to the Owners Association.

Section 2. Ownership. The Owners Association does own the water system constructed and installed upon property within Rimrock Cove. It is intended that the system provide water to the individual lot owners and the common areas.

Section 3. Operation and Maintenance. The Owners Association shall be responsible for costs incurred for the operation, improvement and/or maintenance or further development of the water system.

Section 4. Use by Developer. The developer, for its benefit and of that of its stockholders, officers and/or employees, shall have the right to hook up and use the water and water facilities of Rimrock Cove for consumption on other real estate adjacent to the properties. At such time as developer or said persons commence using said water and water facilities, developer and the Owners Association will fix equitable and reasonable charges in the use thereof in accordance with the pro-rate share of all the existing users in terms of volume and the total number of persons served, on such reasonable, businesslike basis as is deemed appropriate. The right to hook up and use the said facilities shall not otherwise interfere with the use thereof by owners within Rimrock Cove. This Section 4 may only be amended or deleted with the approval of the developer.

ARTICLE IX – Garbage Disposal

Section 1. Responsibility for Operation, Maintenance and Assessment. The Owners Association shall provide means for the collection and disposal of garbage and refuse. This may be done either by means of contracts with third persons for collection and disposition of such refuse and garbage; or the Owners Association may acquire, upon such terms and conditions and for such price as it deems proper, all necessary equipment for the collection and disposition of such refuse and garbage. The amount and time of payment of dues thereon will be as set forth by the Owners Association Board of Directors.

ARTICLE X – Common Areas, Services and Facilities

Section 1, Common Areas. Certain areas, land, roads, walkways, parks, playgrounds, docks, boat launch areas, restrooms/bath facilities, water and sewer systems, together with utility easements and other facilities as designated in the Planned Unit Development Ordinance accepted by Grant County, the articles of incorporation, by-laws, and restrictive covenants, conditions, reservation and restrictions of Rimrock Cove Owners Association are hereby declared to be common areas for the use as herein after set forth.

Section 2. Ownership. The ownership of all common area property is owned by the Owners Association for the uses, benefits and restrictions as hereinafter set forth.

Section 3. Dues for Operation, Maintenance, Repair, Improvement and Construction. Dues shall be charged in an amount to be determined by the Board of Directors, against each individual lot, for the pro-rata share of expenses incurred in the operation, maintenance, repair, improvement and/or construction on common area property.

Section 4. Common Area Uses and Restrictions. The common area property is for the use and enjoyment of all owners, their families and invitees, in accordance with and subject to the following provisions and those rules and regulations, if any, adopted by the Board of Directors and approved by the Owners Association:

- (a) Covenant against Partition. In order to effectuate the intent of common usage by the members of the Owners Association, their families and invitees and to preserve the recreational use of the common ground and to establish ownership in the Owners Association, the property shall remain undivided, and no lot owner or person, irrespective of the nature of his/her interest in the property, shall bring any action or proceeding for partition or division of the common property or any part thereof until the termination of the Declaration of Covenants, Conditions, Reservations and Restrictions.
- (b) The common areas are for the use, benefit and enjoyment of each and every lot owner, his/her family and invitees, in undivided and equal interest with all other owners, as members of the Owners Association. No person shall use the common areas or any part thereof, in any manner contrary to or not in accordance with any rules and regulations adopted by the Owners Association. Without in any manner intending to limit the generality of the adoption of rules and regulations, the Owners Association shall have the right, but not the obligation, to adopt rules and regulations restricting the use of the common areas.
- (c) Management, maintenance, repair, operation, construction, replacement and operation of the common area shall be the responsibility of the Board of Directors of the Owners Association. Nothing contained herein shall be from delegating to persons, firms or corporations of its choice such duties as may be imposed upon the Owners Association, and as are approved by the Board of Directors of the Owners Association.
- (e) All owners, their families and invitees may use the common areas in such manner as will not restrict, interfere with or impede the use thereof by other owners, their families and invitees.
- (f) All costs for new construction of facilities which will exceed two thousand (\$2,000) dollars for the construction shall be voted upon at a meeting of the Board of Directors, in which sixty (60%) percent of the directors present at the meeting must approve before the construction is approved.
The matter shall then be sent to the membership at a regular or special meeting called for taking of action by the membership. A vote of approval by a majority of the membership present at the meeting will constitute approval. No new construction shall be commenced without the approval of both the Board of Directors and a majority of the membership.
- (g) No nuisance(s) shall be allowed upon the common area properties, nor shall any use or practice be allowed which is a source of annoyance to residents or which

interferes with the peaceful possession and proper use of the properties by its residents.

- (h) No immoral, improper, offensive or unlawful use shall be made of the common properties, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies, including that of Rimrock Cove Owners Association shall be observed.
- (i) All rules and regulations adopted by the Board of Directors and approved at a regular or special meeting of the membership of the Owners Association shall be binding upon each lot owner. Copies of all rules and regulations, and any amendments thereto property adopted as set forth in paragraph (e) above, shall be recorded at the appropriate Grant County office.

A copy of the rules and regulations, and any amendments thereto, shall also be mailed at the next regular mailing after acceptance of the rules and regulations or the amended rules and regulations, to the individual lot owner at the address maintained in the records of the Owners Association.

- (j) The stockholders, officers and/or employees of the developer and its families and invitees shall have the right to reasonable use of the common areas. This subsection may only be amended or deleted with the approval of the developer.

ARTICLE XI – Administration of the Owners Association

Section 1. Incorporation. Rimrock Cove Owners Association has been incorporated under RCW 24.03, the Washington Nonprofit Corporation Act. The Articles of incorporation have been recorded in the records of Grant County, in Book 74, pages 53 through 59. Any amendments to said articles shall also be recorded in the records of Grant County.

Section 2. By-Laws. The by-laws have been recorded in the records of Grant County, in Book 74, pages 60 through 72. Any amendments to said by-laws shall also be recorded in the records of Grant County.

Section 3. The Duties and Powers of the Association. The dues and powers of the Owners Association shall be those set forth in this declaration of covenants, conditions, reservations and restrictions, the articles of incorporation and the by-laws, and any amendments thereto, together with those duties and powers reasonably implied to effect the purposes of the Owners Association.

Provided, however, that any conflicts or inconsistencies between the declaration of covenants, conditions, reservations and restrictions, and either the articles of incorporation or the by-laws, the terms and conditions of the covenants, conditions, reservations and

restrictions shall prevail.

The lot owners covenant to vote in favor of such amendments in the articles of incorporation and/or by-laws as will remove such conflicts or inconsistencies. The powers and duties of the Owners Association shall be exercised in the manner provided by the articles of incorporation and the by-laws and any duties or rights of the Owners Association which are granted by or to be exercised in accordance with the provisions of the declaration of covenants, conditions, reservations and restrictions shall be so exercised, except where this declaration of covenants, conditions, reservations and restrictions requires the act or approval of the Board of Directors of the Owners Association, such act or approval must be that of the Board done or given in accordance with the by-laws.

Section 4. Notices or Demands. Notices or demands for any purpose shall be given by the Owners Association to lot owners and members and by lot owners and members to the Owners Association in the manner provided for notices in the by-laws.

Section 5. Funds. All funds and the titles of all properties acquired by the Owners Association and the proceeds thereof, after deducting there from the costs incurred by the Owners Association in acquiring the same, shall be held for the benefit of the owners for the purpose of reducing prospective annual dues.

Section 6. Income. All income received by the Owners Association from rental or licensing of any part of the common area shall be used for the purpose of reducing prospective annual dues.

Section 7. Insurance. The insurance which shall be carried upon Owners Association's properties or for the protection of individuals or officers or directors shall be governed by the following provisions:

- (a) Authority to purchase any insurance policies upon the properties or for the protection of individuals or officers or directors shall be determined by a majority vote of the Board of Directors of the Owners Association.
- (b) Nothing contained herein shall precluded a lot owner to obtain whatever insurance coverage he/she deems appropriate, including fire, theft, personal property and personal liability coverages. However, the Owners Association shall not be liable to any lot owner to carry insurance on his/her behalf.
- (c) Insurance coverage of the Owners Association: The Owners Association shall carry insurance coverage in an amount and for casualty, fire, theft and liability and/or any coverage in such amounts and in such forms as shall be approved by the Board of Directors of the Owners Association.

- (d) The employees of the Owners Association shall be covered by Workmen's Compensation insurance.
- (e) All premiums upon insurance policies, purchased by the Board of Directors to benefit the Owners Association or its members, shall be paid by the Owners Association and may be considered and expense in determining annual dues.
- (f) All insurance policies, purchased by the Owners Association, shall be for the benefit of the Association, the owners and their designees, if any, as their interest may appear on the policies of insurance.
- (g) Distribution of proceeds of insurance coverage shall first be applied to the repair and/or construction costs of the damaged items covered by the insurance policy, and any balance remaining shall next be applied toward the reduction of Association dues.

ARTICLE XII – Compliance and Default

Section 1. Each lot owner shall be governed by and shall comply with the terms of the Planned Unit. Development records filed with the Auditor of Grant County, the articles of incorporation, by-laws, rules and regulations adopted by the Owners Association and this declaration of covenants, conditions, reservations and restrictions and all future amendments thereto as from time to time may be properly made and adopted.

A breach or default of any of the provisions of the aforementioned documents by a lot owner or an owner's family, invitees or others on his/her property by a rental agreement or otherwise shall entitle the Owners Association or another lot owner or owners to the following relief:

- (a) Legal proceeding. The aforesaid documents and rules and regulations set forth in Section 1 hereof shall be authority for foreclosure of lien, for removal of any infraction, for costs involved to the Owners Association, and any other relief which may be appropriate.
- (b) All owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his/her act, neglect or carelessness, or by that of any member of his/her family, guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Owners Association.

Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any lot or its appurtenances. Nothing herein

contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

- (c) **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such actual attorneys' fees as paid by the Owners Association and determined as reasonable by the Court.
- (d) **No Waiver of Rights.** The failure of the Owners Association, the developer or any owner to enforce any right, provision, covenant or condition which may be granted by the aforesaid documents, shall not constitute as waiver of the right of the Owners Association, developer or owner to enforce such right, provision, covenant or condition in the future.
- (e) All rights, remedies and privileges grants to the Owners Association or to an owner pursuant to any terms, provisions, covenants or conditions of the aforesaid documents shall be deemed to be cumulative, and to exerciser of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the part thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the aforesaid documents or at law or in equity.

ARTICLE XIII – Amendments

Section 1. Amendments to Declaration of Covenants, Conditions, Reservations and Restrictions.

Except for alterations in the shares, which cannot be done, except with the consent of all owners whose shares are being affected and except as otherwise expressly provided herein, amendments to this declaration shall be proposed and adopted as follows:

- (a) Notice of the subject matter of the proposed amendment, in reasonably detailed form, shall be included in the notice of any meeting at which proposed amendment is considered.
- (b) A resolution, adopting a proposed amendment, may be proposed by either the Board of Directors, who by majority consent thereto, or by not less than ten (10) non-board members of the Owners Association. If the Board of Directors approves a resolution proposing an amendment, it shall be submitted to the membership at the next regular meeting of the Owners Association. If the proposed resolution is presented by the members of the Owners Association, it shall first be submitted to the Board of Directors at a regular meeting of the Board, and subsequently submitted (whether or not the Board approves it) to the next regular meeting of the Owners Association.

Directors and owners not present at the meeting considering such amendment may express their approval or denial in writing or by proxy. To receive approval, the proposed resolution amendment must be approved by not less than sixty (60%) percent of the lot owners and sixty (60%) of the directors present in person or proxy at the meeting therefore.

- (c) After approval of any amendment to the declaration of covenants, conditions, reservations and restrictions, articles of incorporation or by-laws, the amendment of same shall be recorded in the public records of Grant County, Washington, and subsequently filed in the records of the Owners Association.

A copy of each amendment shall be sent to each lot owner in the next regular mailing of the Owners Association, but actual receipt by an owner shall not constitute a condition precedent to the effectiveness of such amendment. All amendments to the rules and regulations need not be recorded in the public records of Grant County, Washington to be effective. They shall be effective on the date approved at the Owners Association meeting.

Section 2. Amendments to the Articles of incorporation and By-laws. The articles of incorporation and the by-laws of the Owners Association shall be amended in the manner provided by such documents.

ARTICLE XIV – Termination of Planned Unit Development and/or Rimrock Cove Owners Association

Section 1, Termination Agreement. The termination of the Rimrock Cove Owners Association or the Planned Unit Development may be accomplished only by the agreement of all owners of the Owners Association. The agreement shall be evidenced by an instrument or instruments executed in the manner required for the conveyances of such land. The termination agreement shall become effective when such agreement has been recorded in the public records of Grant County, Washington.

Section 2. Termination Conditions. The termination of Rimrock Cove Owners Association or the Planned Unit Development shall occur only under the following conditions:

- (a) Rimrock Cove Owners Association is sold to a purchaser who purchases total property including all private lots and all common elements grounds; or
- (b) All owners agree to convert or change the Planned Unit Development into a form of ownership complying with the then existing Grant County, Washington, laws covering zoning, platting and land use.

Section 3. Costs. The costs incurred by the Owners Association in connection with termination shall be included in computing dues.

Section 4. Agents. The members of the Board of Directors, acting collectively as agents for all owners, shall continue to have such powers as in this article are granted, notwithstanding the fact that the Owners Association itself may be dissolved upon a termination.

ARTICLE XV – Leins

Section 1. Notice of Lien, Suit or Any Other Proceeding. An owner shall give notice to the Owners Association of every lien, suit or other proceeding which will or may affect the title to his/her individual lot within five (5) days after the owner receives such notice thereof.

ARTICLE XVI – Coneyances

Section 1. Sale or Leasing. In order to better protect the Owners Association on unpaid or delinquent dues or violations of this declaration of covenants, each sale or leasing of individual lots shall be subject to the following provision:

No individual lot owner may dispose of an individual lot or any interest therein by sale or by lease without the approval of the Board of Directors of the Owners Association, except as elsewhere provided herein.

ARTICLE XVII – Reserves

Section 1, Reserves for Depreciation and Obsolescence. Wherever herein it is provided that the Board of Directors or the Owners Association may levy and collect dues or assessments for any of the several enumerated purposes, such dues or assessments may be accumulated, in a reasonable amount, to be set aside in a reserve for depreciation and obsolescence and/or for construction and replacement, together with needed capital improvements, or any of the services, facilities or utilities which the Owners Association or Board of Directors may, from time to time, approve.

To this end , accounts shall be established into which shall be paid, from time to time, such funds as the Board of Directors shall designate, The funds are to be accumulated for the aforementioned purposes. Such accumulation may be invested, from time to time, by the Treasurer at the direction of the Board of Directors. The time for payment of dues and the amounts to be paid shall be determined in the sole discretion of the Board of Directors.

ARTICLE XVIII – Duration of Covenants, Conditions, Reservations and Restrictions

Section 1, Duration. The covenants, conditions, reservations and restrictions herein set forth shall continue in full force and effect from the date of filing until amended, modified,

or revoked in any respect from time to time by a majority vote of the Board of Directors in the regular or special meeting called for, that purpose: provided that any such amendment shall be submitted to the general membership for their consideration and approved or disapproved by a majority vote of those in attendance at the next following annual meeting of the Association, or at a special meeting called for that purpose.

ARTICLE XIX – Covenants, Conditions, Reservations and Restrictions to Run with the Land

Section 1, Who is Bound? All of the covenants, conditions, reservations and restrictions, together with rules and regulations, properly adopted and set forth in the records of Grant County Washington, shall run with the land, and in the vendee and grantee, by accepting a contract or deed to such premises, accepts the same subject to such covenants, conditions, reservations, restrictions, rules and regulations and agrees for him, herself, his/her heirs, administrators and assigns to be bound by each such covenant, condition, reservation, restriction, rule and regulation, jointly and severally.

Section 2, Jointly and Severally Enforceable. Each and every one of the covenants, conditions, reservations and restrictions, together with the rules and regulations properly adopted and set forth in the records of Grant County, Washington, shall be considered to be an independent and separate covenant and agreement; and, in the event any one or more of such covenants, conditions, reservations, restrictions, rules and regulations shall, for any reason, be held to be invalid or unenforceable, all remaining covenants, conditions, reservations, restrictions, rules and regulations shall, nevertheless, remain in full force and effect.

Section 3. Enforcement. The Owners Association or any individual lot owner shall have the right to enforce, by any proceed at law or equity, all covenants, conditions, reservations, restrictions, liens, articles, by-laws and/or rules and regulations of the Owners Association. Failure by the Owners Association or by any lot owner to enforce any covenant, condition, reservation, restriction, lien, article, by-law and/or rule and regulation herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter.

ARTICLE XX – Attorney’s Fees

In any action or claim brought by the Owners Association against any lot owner to enforce any term, covenant, conditions, reservation, restriction, rule, regulation, article, by-law or by the lot owner against the Owners Association to require the Owner Association to enforce the same, the prevailing party shall be entitled to recover, in addition to costs, a reasonable sum fixed by the Court as and for attorney’s fees on litigation matters and a sum actually paid to the attorney representing the Owners Association against a claim brought by an owner against the Owners Association.

ARTICLE XXI – Transfer of Deeds

Any transfer of a campsite individual lot shall include all appurtenances thereto, whether or not specifically described. Each deed shall include the following language:

The following described real estate situated in the county of Grant, state of Washington, Lot _____ Block _____ of Rimrock Cove, according to plat recorded in Volume _____ of Plats, page _____, records of Grant County, Washington; and

Subject to that certain Declaration of Covenants, Conditions, Reservations and Restrictions of Rimrock Cove Owners Association together with Articles of Incorporation, By-Laws, Rules and Regulations properly adopted as they are in effect at the date of delivery of this deed, and as recorded with the Auditor of Grant County, Washington; and

Subject to all easements and rights of way, both recorded and unrecorded.

ARTICLE XXII – Captions

Captions used in the Planned Unit Development documents, covenants, conditions, reservations, restrictions, rules, regulations, articles and by-laws relied upon or used in construing the effect of meaning of any of the text of the aforesaid documents.

ARTICLE XXIII – Gender, Singular, Plural

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.