

**CONSLIDATED “UNOFFICIAL” WOLF CREEK PROPERTY OWNERS ASSOCIATION  
DECLARATION OF RESTRICTIONS & PROTECTIVE COVENANTS**

The following document is an "unofficial" copy and does not reflect any dates, signatures or recording information; it is provided to ease the reader's understanding of the current covenants that apply to WCPOA property owners. Three (3) official documents (WCPOA CCRs updated 2013, Amendments dated July 2014 and Amendments dated 2015) may be found within the WCPOA website below.

**SECTION 1  
INTRODUCTION**

1.1 Property Description. The real property subject to these CC&Rs is described as follows:

All of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 31, Township 35 North, Range 21 East, W.M., Okanogan County, Washington, containing the subdivisions of Green Meadows, Virginia Hills and Cottonwood Meadows described as follows:

All of Cottonwood Meadows, as per plat thereof recorded in Volume H of Plats, Section 2, page 19, records of the Auditor of Okanogan County, Washington.

All of Green Meadows, as per plat thereof recorded in Volume H of Plats, Section 2, page 20, records of the Auditor of Okanogan County, Washington.

All of Virginia Hills, as per plat thereof recorded in Volume H of Plats, Section 2, page 24, records of the Auditor of Okanogan County, Washington.

Together with the real property described on Exhibit A attached hereto.

1.2 Association. The Association was organized to provide for the mutual benefit of the present and future owners of Lots within the Property; to develop and provide for the distribution of domestic water and irrigation water; to develop and maintain private road systems, community parks and recreational areas within said Property; to develop, provide and maintain utilities and common facilities for the Members of the Association; to enforce restrictive covenants; to administer and supervise the operation of such improvements; and, to provide for the assessments of Members to defray the costs of installation, maintenance and operation of such improvements, utilities and facilities.

1.3 Amendments and Restatement of Declaration of Restrictions & Protective Covenants. These CC&Rs amend and restate a Revised and Restated Declaration of Restrictions & Protective Covenants recorded September 20, 2006 in the office of the Auditor of Okanogan County, Washington under recording number 3108788, and a subsequent Amendment recorded September 25, 2008 in the office of the Auditor of Okanogan County, Washington under recording number 3137409.

**SECTION 2**  
**DEFINITIONS**

Unless otherwise expressly provided, the following words and phrases, when used in the CC&Rs, shall have the following meanings:

2.1 Articles. The Articles of Incorporation of the Association as restated or amended from time to time.

2.2 Assessment. That portion of the cost of maintaining, improving, repairing, operating, insuring and managing the Common Area (or otherwise needed for the administration or management of the Association) which is to be paid by the Members as determined by the Association under the CC&Rs. Assessments may be designated as Annual Assessments or Special Assessments, as those terms are more specifically defined in Section 7 of the CC&Rs.

2.3 Association. Wolf Creek Property Owners Association, a Washington nonprofit corporation, the Members of which shall be the Owners of Lots in the Property as provided herein.

2.4 Board or Board of Directors. The governing body of the Association.

2.5 Bylaws. The Bylaws of the Association as restated or amended from time to time.

2.6 CC&Rs. These Amended and Restated Wolf Creek Property Owners Association Declaration of Restrictions and Protective Covenants, as it may be amended or supplemented from time to time specifically referring to this document and all of the covenants, restrictions, terms and conditions as set forth therein.

2.7 Common Area. The roads, community parks, water system, common utility lines, pipes, poles and appurtenances together with any improvements constructed, or to be constructed thereon, as may be set forth on the plat of the Property, and all other property owned, operated, and/or maintained by the Association for the benefit of all Lots and their Owners. The various elements of the Common Area are described in more detail in Sections 5 and 9 of these CC&Rs.

2.8 Committees. Advisory committees designated and appointed by the Board of Directors.

2.9 Common Expenses. The actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Area and of administering the Association, and any reasonable reserve for such purposes as determined by the Board.

2.10 Director. A member of the Board of Directors of the Association.

2.11 Lot. A physical portion of the real property located within the Association's jurisdiction designated for separate ownership, as described within Section 1.1 above, whether or not shown on a Plat, and excluding areas designated on a Plat as Common Area.

2.12 Member. A person entitled to membership in the Association as provided in Section 4.3 herein.

2.13 Owner or Owners. The record holder or holders of title to a Lot in the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

2.14 Person. Any individual or any corporation, joint venture, limited partnership, partnership, limited liability company, firm, association, trust, or other similar entity or organization.

2.15 Plat. The recorded final subdivision plat (or plats) of the Property. The Plat shall identify each Lot in the Property and show its relative location and dimensions.

2.16 Property. The land described in Section 1.1 in these CC&Rs, together with all buildings, improvements or structures thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit, or enjoyment of the Owners.

2.17 Single Family Dwelling. One on-site constructed single-family residence, garage and ancillary structures.

2.18 Subdivision. The Plats of Green Meadows, Virginia Hills and Cottonwood Meadows, together with all other property as described within Section 1.1 above.

### **SECTION 3** **GENERAL PROVISIONS**

3.1 CC&Rs Run With the Land. The covenants, restrictions, reservations and conditions contained in the CC&Rs shall be operative as a set of covenants running with the land, shall be binding upon the Property and each portion thereof, and on all Lot Owners, lenders, tenants and other occupants of the Lots, together with their families, guests, successors, heirs, executors, administrators, devisees and assigns. All lots shall be subject to the covenants, conditions, restrictions, easements and reservations contained in the CC&Rs. Acceptance of an interest in a Lot shall be deemed acceptance of the terms and provisions of the CC&Rs.

3.2 Compliance. Each person who occupies a Lot within the Property as a Lot Owner, a tenant, or an occupant, shall comply strictly with the provisions of the CC&Rs. The acceptance of a deed, conveyance, or lease, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the CC&Rs, as they may be amended from time to time, are accepted and ratified by that Lot Owner, tenant or occupant.

3.3 Failure to Comply. If a person in control or possession of any Lot breaches or fails to perform or comply with any of the CC&Rs, the Association may cause such breach to be cured, or an obligation to be performed, on said person's behalf. The Association may recover the reasonable cost thereof from the Owner, or other person in control or possession, by means of a Special Assessment or lien against the Lot. In addition, failure to comply with any provision of the CC&Rs shall be grounds for an action to recover sums due for damages, which shall include any fines levied pursuant to RCW 64.38.020(11) by the Association. Such violation shall further be sufficient grounds for the granting of injunctive relief in such an action and a showing of irreparable harm shall not be a prerequisite to issuance of such injunctive relief. Nothing contained in the CC&Rs shall be deemed or construed as a waiver of the Association's right to bring a judicial action without first exhausting the Association's internal enforcement procedures, if any, in cases where the Board deems immediate judicial action to be necessary or appropriate.

3.4 Enforcement. The Association (acting through the Board), any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by these CC&Rs, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Any such action by the Association shall be taken on behalf of two (2) or more Lot

Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Area or more than one Lot. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

3.5 Invalidity of Any Provision. Should any provision of these CC&Rs be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

3.6 Duration. These CC&Rs shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded, meeting the requirements of a material amendment to these CC&Rs as set forth in Section 14.

**SECTION 4**  
**ASSOCIATION, ADMINISTRATION, MEMBERSHIP**  
**AND VOTING RIGHTS**

4.1 Organization of Association. The Association is incorporated under the name of Wolf Creek Property Owner's Association, as a nonprofit corporation under the Washington Nonprofit Miscellaneous and Mutual Corporations Act, RCW 24.06.

4.2 Duties and Powers. The duties and powers of the Association are those set forth in the CC&Rs, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Washington may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety, and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the CC&Rs, the Articles, and Bylaws.

4.3 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

4.4 Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his or her name to the purchaser of the Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

4.5 One Class of Membership; Voting Requirements. The Association shall have one (1) class of voting membership. Each Member is entitled to one (1) vote for each Lot owned in the Subdivision. Joint ownership shall not entitle Members to more votes than if each Lot was owned by a single Member. No Member who is delinquent in the payment of any Assessment shall be entitled to vote at any meeting of Members during the period of any such delinquency as shown on the books of the Association.

4.6 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

4.7 Board of Directors. The affairs of the Association shall be managed by a Board of Directors, which shall be established and which shall conduct regular and special meetings according to

the provisions of the Bylaws of the Association. The Board of Directors shall be elected by the Members according to the Bylaws.

## **SECTION 5**

### **RIGHTS IN COMMON AREA**

5.1 Common Area. The Common Area shall include the water system, roads and those areas within the Plat, which are to be owned and maintained by the Association as parkland, for the use and benefit of the Association and its Members. Each Lot Owner shall have a nonexclusive right to use the Common Area in accordance with the purposes for which it is intended.

5.2 No Separate Conveyance of Rights. The right of each Owner to use the Common Area shall be appurtenant to such Owner's Lot, and may not be assigned or conveyed except with the Lot. The Common Area shall be dedicated to the exclusive use and enjoyment of the Owners of Lots within the Property (and their guests and invitees); shall have no independent value; and shall not be converted to any use other than as Common Area, or sold, transferred or encumbered.

5.3 Regulation of Common Area Use. The rights and easements of use and enjoyment of the Common Area shall be subject to such rules and regulations as may be adopted by the Board of Directors from time to time.

5.4 Damage by Member. Each Owner shall be liable to the Association for any damage to the Common Area not fully reimbursed to the Association by insurance, if the damage is sustained because of the negligence, willful misconduct, or unauthorized or improper use of such Common Area by the Owner or any family member, guest, tenant, employee, or invitee of the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association. The cost of correcting the damage, to the extent not reimbursed to the Association by insurance, shall be a Special Assessment against the Lot and may be enforced as provided hereby for the enforcement of other Assessments.

## **SECTION 6**

### **PROPERTY RIGHTS**

6.1 Use and Enjoyment. Each Lot Owner shall have the right to the exclusive use and enjoyment of his or her Lot subject to the provisions of any applicable Okanogan County code and the CC&Rs.

6.2 Ingress and Egress. All Lots shall have a non-exclusive easement for access, and ingress and egress, on all roads and trails within the Association Property, so designated on the Plat, which easement shall be for the benefit and use of all Lot Owners, their guests, invitees or licensees.

6.3 Partition or Combination of Lots. No part of a Lot may be subdivided, partitioned or separated from any other part thereof, except that two Owners of contiguous Lots may divide a Lot through a property line adjustment which complies with Okanogan County requirements for lot line adjustments. Two or more contiguous Lots may be combined into one, in full compliance with all applicable state and county zoning codes and regulations. Every agreement and recorded instrument for combination of Lots shall make adequate adjustment of voting rights and liability for payment of Assessments appurtenant to or imposed on such Lots.

**SECTION 7**  
**ASSESSMENTS, FINES AND FEES**

7.1 Purpose. It is the responsibility of the Board of Directors to establish the assessment structure for the Association. The Board shall also establish separate water use fees as outlined in Section 8. These fees will change from time to time depending on the needs and costs to the Association.

Each Owner of a Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all Assessments levied by the Association.

The Assessments shall be used exclusively to promote the health, safety, and welfare of all Owners of Lots in the Association and for the operation, maintenance, improvement, repair, or replacement of the Common Area for the good of the Association.

7.2 Annual Assessments. The Board of Directors shall from time to time, and at least annually, prepare a regular budget for the Association, and determine the amount of the common charges payable by the Members to meet the common expenses of the Association and allocate and assess such common charges as Annual Assessments among the Members provided that an additional amount may be levied as set by the Board, or as approved by the Membership for extraordinary capital improvements. The Annual Assessments for common expenses may include, among other things, real and personal property taxes on Common Areas, the cost of premiums on all policies of insurance which have been obtained by the Board of Directors, professional fees, road maintenance and repair, snow removal costs, common utility costs and water system costs. Common expenses may also include an amount for working capital of the Association, for general operating reserve, for reserve funds for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses shall also be used for the purposes set out in the Articles of the Association and as provided in the CC&Rs.

7.3 Special Assessments. In the event of unexpected or unusual one-time expenses, the Board may approve Special Assessments for the purposes herein set forth. The Board of Directors shall advise all Members promptly of the amount of the Assessment and its purpose.

7.4 Allocation of Assessments. Each Member shall bear an equitable share of each aggregate Annual and Special Assessment. Members, who by original road design do not have access to Association roads, will receive a fifty percent (50%) reduction of their Annual Assessment.

7.5 Payment of Assessments. Members shall be required to make a payment in full of the Annual Assessments for which they are liable, within thirty (30) days after mailing of notice of such Annual Assessments to each Member. Members shall be required to make payment in full of any Special Assessments authorized within sixty (60) days after mailing of statements by the Board or its authorized agent for such purpose.

7.6 Nonpayment of Association Assessments. In the event that any Member shall fail to pay such Member's Annual or Special Assessment, water fees, other fees, or any fines when due, then the Board shall have the authority to impose interest and collect late charges and fines.

7.7 Liens. The Board shall be authorized by vote thereof, to file a lien in form and manner as set forth in RCW, Chapter 60.04, for filing of mechanic's and materialman's liens upon the property of such delinquent Member, and such lien shall be enforced and foreclosed upon in the same manner as provided in RCW Chapter 60.04, except that the time limitations for filing and foreclosing upon the liens as set forth in said Chapter shall not apply. All costs and expenses of collection or of lien filing or foreclosure incurred by the Association, including attorney fees, whether such collection is by court action or not, shall be paid by the delinquent Member and may be added to the amount of the lien.

Assessments shall also be personal obligations of the Member against whom they are assessed and may be collected as such.

## **SECTION 8** **WATER**

8.1 Purpose and Intent. A domestic water supply and distribution system shall be provided in accordance with the Bylaws and CC&Rs of the Association and shall be operated at all times to provide acceptable potable water. The Board of Directors shall establish water fees as described below.

8.2 Water Connection Fee. To offset the increased and ongoing costs of expanding and maintaining the Association water system, a connection fee of ten times (10X) the basic annual water use fee in effect at the time of the connection will be assessed to an Owner for a new water connection. The Board may change the water connection fee as needed. The connection fee shall be due and payable in full prior to connecting to the community water system. All connection costs to the Association water system shall be the responsibility of Lot Owner requesting the connection.

8.3 Use Fee. A water use fee established by the Board of Directors will be made on all domestic water connections. This use fee may change from time to time as established by the Board of Directors.

8.4 Billing. Bills shall be sent to Owners in a frequency as determined by the Board of Directors. Past due bills sixty (60) days in arrears may result in late fees, a lien and/or a disconnection of water service. Removal of lien or service will be restored only after the outstanding bill is paid in full, plus a lien fee or reconnection charge (if any) to be set by the Board of Directors.

8.5 Dwelling Connections. All connection costs to the water system shall be the responsibility of Lot Owner. No connection right shall entitle an Owner to more than their share of available water.

8.6 Meter. Each connection shall include a meter for the residence, which shall be compatible in size with the service line to the residence. A shutoff valve immediately upstream from the meter is required. After inspection, the meter and valve shall become part of the Association water system.

8.7 Backflow Prevention. To protect the community water system from contamination from non-potable water within a Member's property, appropriate backflow prevention devices and vacuum breakers must be properly installed at the points of hazard, or between the meter and the point of hazard. The Member is responsible for the installation and maintenance of the devices including annual inspections by a certified inspector at the Owner's expense. This is to ensure compliance with the Washington Department of Health administrative code pertaining to backflow protection for single family residences for hazards such as, but not limited to: hose bibs, irrigation systems plumbed directly to source lines, hydronic heating systems, swimming pools or spas, ponds, boilers, solar systems, fire sprinkler systems, dishwashers, ice makers and RV hookups. For additional information consult the Association's cross connection control plan.

8.8 Inspection. Prior to covering, each connection shall be inspected by the water system manager. The Board of Directors may set a fee for inspections.

8.9 Wells. No person shall cause a well to be drilled on any Lot within Cottonwood Meadows, Green Meadows or Virginia Hills.

8.10. Irrigation Schedule. The Board of Directors shall have the right to establish an irrigation schedule, if necessary to maintain compliance with water rights law, maintenance, operational problems with the supply system, or for any other reason necessary to ensure an adequate potable water supply to all Members.

8.11 Leaks. The Board of Directors shall have the right to temporarily turn off the water to any Member's Lot in the event a serious leak occurs in the Member's plumbing or irrigation system and the Member is not present, until such time as the Member can be contacted. Leaks which occur should be promptly repaired by the Member.

## **SECTION 9** **UTILITIES AND EASEMENTS**

9.1 Common Area Easements. The Association expressly reserves for the benefit of the Board of Directors and all agents, officers, and employees of the Association nonexclusive easements as necessary to obtain access to, and to operate, manage, maintain, repair, and replace the Common Area and all elements thereof, and to perform all other tasks in accordance with the provisions of these CC&Rs.

9.2 Maintenance Easement. The Association expressly reserves for the benefit of itself, easements over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of water lines and services as may be deemed appropriate to service the Property.

9.3 Utility Service. Each Owner shall make all arrangements for and pay directly for all utilities and services furnished to or used by such Owner, including without limitation, gas, electricity, garbage collection, telephone service, and television receiving, in compliance with the rules and regulations applicable to local and state regulatory agencies.

9.4 Easements for Inspection. The Association, the Directors, the Architectural Committee, and their respective agents and representatives shall each have easements to enter onto individual Lots, on reasonable notice to the Owner(s) thereof, during construction of improvements, for the purpose of inspecting construction progress to insure compliance with the requirements imposed by these CC&Rs and by the approval of such improvements.

## **SECTION 10** **ARCHITECTURAL COMMITTEE AND PLAN REVIEW**

10.1 Committee Membership/Powers. The Board of Directors shall establish an Architectural Committee, which shall be responsible for the establishment and administration of the design requirements and guidelines of the Association. The Architectural Committee shall consist of three (3) members appointed by the Board of which at least one should be an architect, builder, or engineer. The Architectural Committee shall appoint a chairperson and the Board may appoint one or more alternate members for each regular member of the Architectural Committee who shall be authorized to act in the place and stead of a member in the event of absence, or inability of an Architectural Committee member to act.

10.2 Purpose. Unless otherwise stated in the CC&Rs, the Architectural Committee shall review and either unanimously approve or reject, proposed improvements on Property within the Association. Approval of the Architectural Committee is required regarding the exterior appearance of improvements; it is not the intent of these restrictions to control the interior layout or design of said structures.

The goal of the Architectural Committee is to establish and maintain an exterior design standard that is harmonious with existing dwellings, and to preserve and protect the natural environment and views within the Association. Members are not limited to what styles already exist, but should keep in mind the idea of harmony.

10.3 Procedure for Improvements. Following is a list of procedural steps and plan review for both new construction and improvements and additions greater than one hundred twenty (120) square feet that would alter the exterior appearance of an existing dwelling.

A. Preliminary. An advance consultation with the Architectural Committee is strongly recommended, but not required, to review design requirements before developing house plans. Hopefully, this will avoid the possible unnecessary expense of modifying the plans later.

B. Submission. Submit, by certified mail, or in person, construction plans and specifications of the materials to be used in the proposed improvement(s) (including color of buildings and roofing). A site plan, showing where the building is placed on the property, height, grade, finished ground elevation and any fencing should also be included. The Architectural Committee shall post a checklist of requirements on the Association website ([www.wolfcreekpropertyowners.org](http://www.wolfcreekpropertyowners.org)), which must be completed and submitted with building plans.

C. Approval/Disapproval. The Architectural Committee shall, by letter, inform the applicant/Property Owner of approval, or reason(s) for disapproval, within thirty (30) days of the applicant's/Property Owner's submission of improvement plans to the Architectural Committee. If approval or disapproval is not postmarked within thirty (30) days of the applicant/Property Owner's submission, the plans shall be deemed automatically approved. The Architectural Committee shall address appeals and resubmissions within fourteen (14) days of receipt.

D. Approval. Upon issuance of a letter of approval from the Architectural Committee, work may commence.

E. Expiration or Approval. If work does not commence within twenty four (24) months, the Member must resubmit plans to confirm compliance with the current architectural guidelines and CC&R's, and make any changes as may be required.

F. Inspections. The Member must notify the Architectural Committee in order to conduct an intermediate building inspection when a Member is ready for installation of siding/exterior finishes and roofing material. This is done to verify that the project is in compliance with the plans submitted and approved by the Architectural Committee.

10.4 Fees and Completion Schedules. A refundable fee, as set by the Board, shall be collected by the Board at the time of ground breaking, to guarantee the completion of the exterior within eighteen (18) months from the date of beginning of construction. Two-thirds (2/3) shall be forfeited immediately to the Association without further legal action if the following criteria are not met within the eighteen (18) month period:

- The exterior of the building must be complete.
- Any disturbed Association roads shall be returned to their original condition.
- Temporary living quarters shall be removed.
- Any "Port-a-Potty", etc. shall be removed.
- Construction debris shall be removed.
- The building shall conform to the plans which were approved by the Architectural Committee.

The remaining one-third (1/3) balance of the deposit will be held and used to pay for any additional assessment (see Section 10.5 below) until all criteria for completion are met.

10.5 Compliance and Enforcement. A monthly fee shall be assessed by the Board for noncompliance of the completion schedule described in Section 10.4 above. This fee is not limited to the amount collected for deposit.

## **SECTION 11**

### **ARCHITECTURAL GUIDELINES**

In conjunction with all covenants contained herein, the use of the Property and each Lot therein is subject to the following:

11.1 Single Family Dwelling. Only one on-site constructed single-family residence, garage and ancillary structures shall be permitted on each developable Lot. The use of recreational vehicles, mobile homes, trailers, tents, or other temporary structures shall not be allowed except during construction of a permanent residence, for a period of eighteen (18) months, unless written permission of the Board of Directors is granted extending that period for good cause.

11.2 Residential Building Size. A minimum size of one thousand (1,000) square feet is required, and a maximum size of no more than four thousand (4,000) square feet is allowed. No buildings may be greater than two (2) stories or exceed thirty (30) feet in height.

11.3 Setbacks. All buildings constructed shall be set back fifty (50) feet from property boundary lines adjoining roads, and thirty (30) feet from all other property boundary lines.

11.4 Construction Waste. During the period of construction, building refuse/garbage must be controlled.

11.5 Exterior Materials and Colors. All roofs, siding, or other exterior materials shall be colored or treated in a manner that is harmonious with existing Association structures. Highly reflective colors/surfaces are prohibited.

11.6 Exterior Lighting. Exterior lighting shall be shielded and directed downward to prevent shining onto neighboring Lots and Association roads.

11.7 Solar and Other Alternative Energy Sources. Although the Association encourages alternative energy sources, property owners are limited to solar panels harmonious with surrounding structures and environment. Windmills are not allowed within the Association.

## **SECTION 12**

### **USE RESTRICTIONS AND COVENANTS**

12.1 Utilities:

A. Sewage. Sewage disposal facilities shall be operated in such a way as to protect the health of the public, and shall not cause a nuisance of any type. All sewage disposal systems shall be in compliance with the requirements of the Okanogan County Health Department.

B. Garbage. All garbage and other refuse shall be kept within sanitary containers that are concealed from view, and regularly emptied. No outdoor burning of garbage is allowed.

12.2 Animals and Pets.

A. Animals. No livestock shall be permitted, except by written approval of the Board of Directors. Chickens, fenced in, are allowed. Roosters are not allowed. Chicken coops must be well maintained, and setback at least fifty (50) feet from property borders.

B. Dogs. Dogs shall be under the Owner's control at all times. If a dog becomes a nuisance, it is the Owner's responsibility to correct the nuisance.

#### 12.3 Plants.

A. Plants. Except for hazardous trees, no living tree shall be removed with a trunk diameter of greater than ten (10) inches, without the consent of the Board of Directors.

B. Weeds. Noxious weeds, as defined by the Okanogan County Noxious Weed Board, must be kept under control.

C. Slash and Vegetation Debris. For reasons of fire protection, slash and debris upon all Lots shall be cut, removed and disposed of in accordance with the rules, regulations, and standards established by the U.S. Forest Service, Methow Ranger District. Grass and other plants shall be kept under control, and other dry burnable material shall be cleared from an area of at least thirty (30) feet around all buildings.

#### 12.4 Prohibited Activities and Nuisances:

A. Business. No business, industry or commercial enterprise of any kind or nature shall be conducted on any individual Lot or Lots within Property except for home occupations as defined in the Okanogan County zoning code, Chapter 17, Sections H, I, J, and K, or its successor provisions or amendments thereto.

B. Nuisance: No noxious, excessive, or offensive activity, including excessive noises shall be carried out upon any Lot within the Property. Nothing shall be done or placed on any Property that is, or may become, unsightly, or a nuisance, or a danger to others.

C. Storage. Travel trailers and personal boats, shall be, to the extent possible, screened from view of roads and adjacent Lots. No commercial trucks, or other equipment used in or about any business commercial endeavor shall be regularly kept or maintained on any Lot unless the same shall be wholly screened from view from all parts of the Lot and abutting roads and Lots.

D. Open Storage. No Lot may be used for open storage, including rolling equipment.

E. Trash. No trash, garbage, refuse, ruins, or remains of any kind (including disabled vehicles, vacant or otherwise) shall be thrown, dumped, placed, disposed, or permitted to remain on any land within the Property.

F. Radio Towers. Ham radio towers shall not be allowed within the Property.

12.5 Exterior Lighting. Exterior lights shall have the light bulb shielded from view and/or directed downward to prevent shining onto neighboring Lots, and Association roads. No exterior light shall be left on all night. Exterior holiday lighting shall be permitted only between Thanksgiving and January 15<sup>th</sup>.

12.6 Speed Limit. The speed limit on Association roads within the Property is restricted to fifteen (15) mph, and shall be posted as such. The speed limit restriction shall apply to all those who use the Association roads, including guests and family members of the Property Owners.

12.7 Signs. Signage is limited to:

A. One sign, of not greater than four (4) square feet, excluding support, is recommended identifying occupants and/or physical i.e., the “911” address. The Architectural Committee must approve any signs greater than four (4) square feet.

B. One sign, of not greater than four (4) square feet, excluding support, advertising the property during a sale period.

C. “No Hunting” signs are permitted as needed.

12.8 Maintenance. All Property and all improvements shall be maintained in a clean and safe condition, and in good repair. The Association shall maintain all Common Areas.

12.9 Renting and Leasing of Property. Renting and leasing of dwellings must follow the Okanogan County statutes. No nightly rentals are allowed. A Single Family Dwelling can only be leased or rented as a unit, and only to one family. Any other structure(s) on the Lot shall not be separately rented or leased.

### **SECTION 13** **INSURANCE**

13.1 Duty to Obtain Insurance. The Association shall obtain and maintain the following policies of insurance:

A. Hazard Insurance. With respect to the Common Area, a policy of hazard insurance covering loss or damage to all parts of the Common Area in the amount of the full replacement value thereof, providing protection against all direct causes of loss. The policy shall name the Association (for the use and benefit of the individual Owners), as the named insured and shall contain the standard mortgage clause, naming the holders of first mortgages (and their successors and assigns) as the mortgagees.

B. Liability Insurance. With respect to the Common Area, a comprehensive general liability insurance policy, with policy limits and endorsements deemed appropriate by the Board (but having a combined single limit of liability of not less than \$1,000,000.00), covering all occurrences relating to the operation of the Common Area.

13.2 Waiver of Claim against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

13.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on all improvements and personal property located on his or her Lot. Each Owner shall have sufficient insurance to rebuild any structures or improvements damaged or destroyed by an insurable event, in accordance with the original plans or modified plans approved according to Section 10 of these CC&Rs. Nothing herein shall preclude any Owner from carrying any public liability insurance as he or she deems desirable to cover his or her individual liability for damage to persons or property occurring on his or her individual Lot or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur, and the proceeds payable there under shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him or her to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

13.4 Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated, or expired by their terms without thirty (30) days' prior written notice to the Board and also to any Owner or first mortgagee who shall have filed a written request with the carrier for such notice.

13.5 Insurance Premiums. Insurance premiums for any policies carried by the Association shall be a common expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve fund to be used solely for the payment of premiums of required insurance as such premiums become due.

#### **SECTION 14** **AMENDMENTS**

These CC&Rs may be amended at either a regularly scheduled or special meeting (i) by a majority vote of the Board of Directors and ratification by a majority vote of the Members; or (ii) by a sixty percent (60%) vote of the Members with not less than a quorum present and voting, including proxies.

#### **EXHIBIT A**

All of that part of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 32, Township 35 North, Range 21 East, Willamette Meridian, being more particularly described as follows:

Commencing at the SW corner of said Section 32 from which the West  $\frac{1}{4}$  bears North 00 degrees 17'15" West a distance of 2638.59 feet;

Thence North 00 degrees 17'15" West a distance of 2638.59 feet to the West  $\frac{1}{4}$ ;

Thence along the East-West center of section line, North 89 degrees 41'13" East a distance of 339.62 feet to the Point of Beginning;

Thence along said East-West line, North 89 degrees 41'13" East a distance of 339.41 feet;

Thence leaving said East-West line, South 15 degrees 51'52" West a distance of 416.29 feet;

Thence South 08 degrees 49'33" West a distance of 361.56 feet to the centerline of Wolf Creek;

Thence along said centerline, South 51 degrees 12'59" West a distance of 23.88 feet;

Thence South 84 degrees 35'22" West a distance of 64.37 feet;

Thence South 88 degrees 02'15" West a distance of 20.43 feet;

Thence South 87 degrees 08'52" West a distance of 106.57 feet;

Thence South 71 degrees 48'50" West a distance of 90.87 feet;

Thence South 79 degrees 01'07" West a distance of 91.93 feet;

Thence South 63 degrees 05'36" West a distance of 120.00 feet;

Thence South 73 degrees 30'04" West a distance of 12.67 feet to the West line of said Section 32;

Thence along said West line, North 00 degrees 17'15" West a distance of 412.63 feet to the existing centerline of Okanogan County road 1145;

Thence along said centerline of said road, North 43 degrees 37'17" East a distance of 274.09 feet;

Thence with a curve turning to the left with an arc length of 162.41' with a radius of 450', with a chord bearing of North 33 degrees 16'56" East, with a chord length of 161.53, with a delta angle of 20 degrees 40'43";

Thence North 22 degrees 56'35" East a distance of 152.67 feet to the Point of Beginning.