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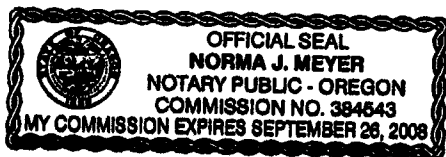
**RIMROCK ESTATES SUBDIVISION  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

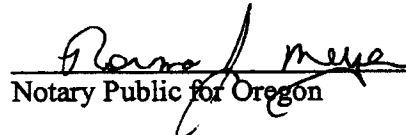
The property described below is hereby subject to these Covenants, Conditions and Restrictions and is known as RIMROCK ESTATES Subdivision, hereinafter referred to as RIMROCK ESTATES Subdivision. These Covenants, Conditions and Restrictions ("CCRs") are made this 3<sup>rd</sup> day of March, 2005 and have been approved by over 75% of the homeowners in Rimrock Estates Subdivision. These CCRs replace the Covenants, Conditions and Restrictions recorded January 26, 2004 as Document No. 2004-03793 in their entirety and those previously recorded CCRs shall have no further force or effect.

DATED this 3<sup>rd</sup> day of March, 2005.

  
Todd Alexander, Interim Secretary of  
Rimrock Estates Homeowners Association

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of March, 2005.



  
Notary Public for Oregon

State of Oregon  
County of Deschutes

RECORDED BY:  
WESTERN TITLE & ESCROW CO.

12-0020105

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-13766



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## **COVENANTS, CONDITIONS & RESTRICTIONS**

### **FOR RIMROCK ESTATES**

#### **(AMENDED)**

RIMROCK ESTATES Subdivision is a residential community. Except where these CCRs for RIMROCK ESTATES Subdivision conflicts with any applicable government municipal regulations, these CCRs shall be binding upon all property subject to Rimrock Estates Subdivision, real property in the City of Redmond, Oregon, Deschutes County, State of Oregon, and its Owners and their successors in interest as set forth herein. In the event of any of the development standards or use restrictions of these CCRs should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Redmond, the more restrictive standard or requirement of the applicable City of Redmond ordinance shall apply.

**RIMROCK ESTATES SUBDIVISION  
COVENANTS, CONDITIONS, AND RESTRICTIONS (AMENDED)  
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**Section 1. DEFINITIONS.**

**1.1 RIMROCK ESTATES Subdivision.**

The term "RIMROCK ESTATES Subdivision" shall mean all of the real property now or hereinafter made subject to the original Declaration filed by Ampro Development, LLC on or about January 23, 2004.

**1.2 Declarant**

The term "Declarant" shall mean Ampro Development LLC, or its successors in interest.

**1.3 Association.**

The nonprofit corporation formed to serve as the association of Owners as provided in Section 5 hereof, and its successors and assigns.

**1.4 Lot.**

The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

**1.5 Declaration.**

The term "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for RIMROCK ESTATES Subdivision.

**1.6 Homesite.**

The term "Homesite" shall mean a Lot as defined herein.

**1.7 Owner.**

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract of sale.

**1.8 Improvements.**

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip (if any), signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover or every type and every kind above the land surface.

**1.9 Reserve and Operating Account Assessments.**

Assessments to cover the reserve fund for replacement.

**1.10 Street.**

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to RIMROCK ESTATES Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road terrace, way, lane, circle or otherwise.

1.11 Park Strip.

The term "Park Strip" shall mean the area between the curb and the property line excluding any sidewalk.

1.12 Fence.

The term "Fence" shall mean a structural barrier which separates one space from another; is used to define property boundaries, or which is constructed for ornamental purposes.

1.13 Accessory Dwellings.

An Accessory Dwelling is a dwelling unit with a kitchen, usually located above an attached garage on a single-family residence.

**Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS OR RIMROCK ESTATES SUBDIVISION.**

2.1 General Declaration Creating RIMROCK ESTATES Subdivision.

Declarant declares that all the real property located in Deschutes County, Oregon, known as RIMROCK ESTATES Subdivision as recorded on January 23, 2004, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part hereof. All of the Covenants, Conditions and Restrictions of RIMROCK ESTATES Subdivision run with all of said real property, including any additions hereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

**Section 3. RESTRICTIONS.**

3.1 Access to Property.

No other private properties may be used for access without that Owner's written permission with the exception of recorded access and alley easements.

3.2 Accessory Dwellings.

An Accessory Dwelling is a dwelling unit with a kitchen, usually located above an attached garage on a single-family residence. The City of Redmond recognizes Accessory Dwellings

as Duplexes and thus allows them on lots with at least 7500 sq. ft. Accessory Dwellings in Rimrock Estates Subdivision are allowed with the following conditions:

- The entire living space is limited to 650 sq. ft. as measured under roof area.
- Living space must be above an attached garage and limited to one floor.
- At least one improved parking pad is required.

3.3 Antennas.

Television antenna, radio antenna, satellite antenna or other receiving or transmission devices are subject to approval.

3.4 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, solar heating systems, and other service facilities located on the Lot shall be screened from view of front streets.

3.5 Driveways and Walkways.

Allowed materials for driveways include concrete, asphalt or masonry. All driveways and front walkways shall be finished prior to occupancy.

3.6 Exterior Lighting.

All exterior lighting must be indirect and/or shielded. The lighting chosen must have only a single bulb using no more than 60 watts. Colored light sources may be prohibited. Indirect, low walkway and landscape lights less than 18" high are acceptable.

3.7 Fences and Walls.

All fences within the Rimrock Estates Subdivision shall be six (6) feet in height or less. Any fence extended in front of the house must not exceed three (3) feet in height and have at least 3 inches spacing between pickets. Height shall be measured from the natural grade. "Natural grade" is defined as the site topography that exists at the time a lot is sold the first owner by the project developer, fill material subsequently brought to a site does not modify this original grade reference.

3.8 Front Entrance.

Front entrances are essential elements in creating a sense of neighborhood. This element to the neighborhood may be a large columnar porch, classical portal, a loggia or other architectural feature appropriate to the style of the building. All front porches and decks are preferred to have a continuous stem wall foundation.

3.9 Garbage and Recycling Pickup.

Garbage and recycling pickup is curbside.

3.10 House Plan Design.

The use of the same house front exterior elevation is not allowed on the same block. The

intent of this rule is to avoid the repetitive, exterior sameness that results from building the same plan side-by-side on the same block.

3.11 Improvements.

Each lot within Rimrock Estates Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Home building must be completed within one year from the start of construction. ("Complete" means obtaining certificate of final inspection from the city.) Yards and part strip must be improved and landscaped not later than 90 days from occupancy including the park strip area between the sidewalk and curb; in the event that the house is completed in winter, a 60 day extension may be granted.

Builders shall not disturb adjoining lots without permission. Each residence shall contain a minimum of 1600 square feet (not to include garage or storage). Homes on the canyon shall be a minimum of 1800 square feet. No T-1-11 or similar type of siding will be allowed on the exterior walls of any home, garage or any improvement. All exposed rafter tails will be a minimum of 2x6-inch material and barge board a minimum of 2x8-inch material. All overhangs must be at least 18 inches. Window and corner trim must be at least 5/4 by 4-inch material. All roofs must have a minimum pitch of 6 feet in 12 feet. Installation of underground sprinkler systems for front lawns and park strip of each home is mandatory. All lots shall provide a front walk a minimum of 3 feet in width, which accesses the front of the house from the sidewalk or street. All front entries are required to be at least 18 inches above finish grade with a minimum of 2 risers to front porch.

3.12 Landscaping.

All disruption of the natural landscape must be repaired within 90 days of occupancy. During the winter, a 60-day extension may be granted.

Those lots with electrical transformers located in the park strip shall not plant any trees in the front and 3 feet within the side and rear of the transformer.

The front and side yards shall be covered with a minimum of 50% grass (sod) and must have shrub and bush planting incorporated in front landscaping plan. Excellent advice can be gained from the local nurseries and landscaping professionals.

3.13 Livestock, Poultry and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance. Doghouses shall be limited to two, and only allowed in the backyard. Owners are responsible to clean up after walking dogs.

All RIMROCK ESTATES homesites are within the City limits of Redmond and resident animals are subject to the City of Redmond leash laws. Animal nuisance ordinances are also

in effect for barking and trash strewing dogs. If an animal is off the owner's homesite, it must be on a leash. Please contact the City of Redmond Police Department to report violations. The City of Redmond is best equipped to deal with these problems and can enforce stringent fines.

3.14 Lot Area Width, Setback Lines.

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Redmond and Use Regulations and as shown on the Plat. No residential lot shall be further partitioned or subdivided.

3.15 Nuisance.

Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other lot shall be trimmed and pruned if it is a nuisance to neighbors.

3.16 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and approval and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting. (Exception allowed during winter months.)

3.17 Outside Fixtures.

Recreational equipment, like basketball hoops or play structures, are allowed only in backyards.

3.18 Parking.

No parking on any street shall be allowed of any horse trailer, travel trailer, commercial 18 wheel tractor, boat trailer, camper or incapacitated motor vehicle. Boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, recreational vehicles, disabled vehicles or other similar vehicles shall not be parked or stored on any Lot in a position whereby said vehicles will be visible from the street. Owners must provide improved parking areas of asphalt, concrete or gravel pads.

No parking whatsoever shall be allowed in access easements; it is each owner's responsibility to see that the guests, invitees and lessees abide by this condition.

Parking is allowed on both sides of street except where posted or curbs are painted yellow indicating "No Parking" zones.



3.19 Required Setbacks.

All improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Redmond setbacks, building height limitations, solar setbacks, and building codes for RIMROCK ESTATES Subdivision.

3.20 Roofs.

All roofs and roofing materials shall be limited to quality composition roofs (25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth related colors; no metal roofs are allowed. Colors shall not be bright and outstanding. Suggested colors include Weatherwood, Ebonywood (black), and Driftwood (gray). All roofs must have a minimum pitch of 6 feet in 12 feet (6' in 12').

3.21 Sidewalks.

Owners are responsible for clearing sidewalks of snow and debris.

3.22 Sight Distance at Intersection.

Sight distance at intersections shall conform to City of Redmond ordinance.

3.23 Signs.

A maximum of two signs may be installed on a homesite during construction. After construction and home is occupied, no sign of any kind shall be displayed to public view on or from any Lot without written consent. Owner may display not more than one (1) "for sale" sign or one (1) "for rent" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet.

3.24 Utilities.

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

3.25 Water and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any lot.

**Section 4. DURATION AND AMENDMENT OF THIS DECLARATION.**

4.1 Duration.

The Covenants, Conditions and Restrictions of RIMROCK ESTATES Subdivision shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration, in original form, was recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by the Owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration, this Declaration as in effect immediately prior to the

expiration date, shall be continued automatically without further notice for an additional period of ten (10) years.

4.2 Amendment.

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy-five percent (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

**Section 5. ASSOCIATION.**

Declarant has organized an association of all of the Owners within Rimrock Estates. Such Association, its successors, and assigns, was organized under the name "Rimrock Estates Homeowners Association, Inc." (hereinafter referred to as "the Association") and shall have such property, powers, and obligations as are set forth in this Declaration for the benefit of Rimrock Estates and all Owners of property located therein.

5.1 Organization.

The Association shall be a nonprofit mutual benefit corporation under the Oregon nonprofit Corporation Act.

5.2 Membership.

Every Owner of one or more Homesites within Rimrock Estates shall be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

5.3 Voting Rights.

Voting rights within the Association shall be allocated as follows:

- a) Homesites. Except as provided in Section 5.3(b) with respect to Class B members, Homesites shall be allocated one vote per Homesite.
- b) Classes of Voting Membership. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant (except that beginning on the date on which the Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners including the Declarant). Class A members shall be entitled to voting rights for each Homesite owned computed in accordance with Section 5.3(a) above. When more than one

person holds an interest in any Homesite, all such persons shall be members. The vote for such Homesite shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Homesite.

Class B. The Class B member shall be Declarant and shall be entitled to nine times the voting rights computed under Section 5.3(a) for each Homesite owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the Homesites in the final phase of development of Rimrock Estates, as indicated on approved Master Plan, have been sold and conveyed to Owners other than Declarant; or
- (ii) At such earlier time as Declarant may elect in writing to terminate Class B members.

#### 5.4 Powers and Obligations.

The Association shall have, exercise, and perform all of the following powers, duties and obligations.

- (a) Declaration. The powers, duties and obligations granted to the Association by this Declaration.
- (b) Statutory Powers. The powers, duties, and obligations of a mutual benefit nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act, as either or both may be amended from time to time.
- (c) General. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within Rimrock Estates.

The powers and obligations of the Association may from time to time be amended, repeated, enlarged or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the Oregon Nonprofit Corporation Act.

#### 5.5 Liability.

In consideration for each officer or member of the Board of Directors consent to serve the Rimrock Estates Home Owners Association, the owners, their successors and assigns, hereby release and forever acquit each officer and member of the board from all acts and omissions

performed in their capacity as officers or board members. This release includes both ministerial and discretionary acts, omissions, and decisions. No officers or member of the board shall be liable or in equity for their individual acts or omissions or the acts, omissions or decisions of the officers or board as a whole.

5.6 Interim Board; Turnover Meeting.

Declarant shall have the right, but not the obligation, to appoint an interim board of three directors or more, who shall serve as the Board of Directors of the Association until replaced by Declarant or their successors have been elected by the Owners at the turnover meeting described in this Section. Declarant shall call a meeting by giving notice to each owner as provided in the Bylaws of the Association for the purpose of turning over administrative responsibility for Rimrock Estates to the Association not later than one hundred eighty (180) days after Homesites representing seventy-five percent (75%) of the votes in all phases of Rimrock Estates, as indicated on approved Master Plan, and computed in accordance with Section 5.3(a) above have been sold and conveyed to Owners other than Declarant. If Declarant does not call a meeting required by this Section within the required time, the Transitional Advisory Committee described in Section 5.7 below or any Owner may call a meeting and give notice as required in this Section. At the turnover meeting the interim directors shall resign and their successors shall be elected by the Owners and Declarant as provided in this Declaration and the Bylaws of the Association.

5.7 Transitional Advisory Committee.

The Declarant will form a transitional advisory committee (the "Transitional Advisory Committee") to provide for the transition from administrative responsibility by Declarant of Rimrock Estates to administrative responsibility by the Association. Not later than the ninetieth (90<sup>th</sup>) day after the Declarant has conveyed to Owners other than Declarant Homesites representing seventy-five percent (75%) of the votes of all phases in Rimrock Estates, as indicated on approved Master Plan. Declarant may call a meeting of Owners for the purpose of selecting the Transitional Advisory Committee. The Transitional Advisory Committee shall consist of three or more members. The Owners, other than Declarant, shall select two or more members. Declarant may select no more than one member, which may be the Declarant. The Transitional Advisory Committee shall have reasonable access to all information and documents which Declarant is required to turn over to the Association under ORS 94.616.

- (a) Declarant Failure to Call Meeting. An Owner may call a meeting of Owners to select the Transitional Advisory Committee if the Declarant fails to do so as provided above.
- (b) Owner's Failure to Select Members. Notwithstanding for foregoing, if the Owners do not select members for the Transitional Advisory Committee as described above, Declarant shall have no further obligation to form the Transitional Advisory Committee.

- (c) Turnover Meeting. The requirement for formation of a Transitional Advisory Committee shall not apply once the turnover meeting specified in Section 5.6 above has been held.

5.8 Declarant Control After Turnover.

After the turnover meeting described in Section 5.6 above, Declarant shall continue to have the voting rights described in Section 5.3(b) above. In addition, a majority of the Board of Directors of the Association shall be elected by Declarant, as Class B members, with the balance of the Board of Directors elected by the Class A members. After termination of Class B membership, all directors shall be elected by the Class A members.

5.9 Subassociations.

Nothing in this Declaration shall be construed as prohibiting the formation of subassociations within Rimrock Estates.

5.10 Association Rules and Regulations.

The Association from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of Homesites and the Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property within Rimrock Estates. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Association Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Homesites upon the date of delivery. The method of adoption of such rules shall be as provided in the Bylaws of the Association.

**Section 6. ENFORCEMENT.**

6.1 Provision Violations.

In the event any Owner, agent, tenant or the invitee of any Owner shall violate any provision of this Declaration, the Bylaws of the Association or any rules or regulations adopted by the Association governing the use of Homesites, then the Association, acting through its Board of Directors, may notify the Owner in writing that the violations exist and that such owner is responsible for them, and may, after reasonable notice, do any or all of the following: (a) suspend the Owner's voting rights for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its rules and regulations, (b) bring suit or action against such Owner to enforce this Declaration, or (c) any other action authorized by law.

6.2 Nonqualifying Improvements and Violation of General Protective Covenants.

In the event any Owner constructs or permits to be constructed on such Owner's Homesite and Improvements contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on such Owner's Homesite, then the Association acting through its Board of Directors may notify the Owner in writing of any such specific

violations of this Declaration and may require the Owner to remedy or abate the same in order to bring the Owner's Homesite, the improvements thereon, and the Owner's use thereof, into conformance with this Declaration. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives or remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after written notice to the Owner, then the Association acting through its Board of Directors, shall have, in addition to any other rights or remedies provided in this declaration, at law or inequity, the right to do any or all of the following:

- (a) Remove Cause of Violation. Enter onto the offending Homesite, without being subject to any trespass, conversion or any other claim for damages, and remove the cause of such violation, or alter, repair or change the item which is in violation of the Declaration in such a manner as to make it conform thereto. In which case the Association may assess such Owner for the entire cost of the work done.
- (b) Suit or Action. Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

#### **Section 7. EFFECT OF DECLARATION.**

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in RIMROCK ESTATES Subdivision and shall bind, benefit and burden each Lot in RIMROCK ESTATES Subdivision, including any additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in RIMROCK ESTATES Subdivision, their successors, assigns, heirs, administrators, executors, mortgages, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in RIMROCK ESTATES Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as RIMROCK ESTATES Subdivision and their successors in interest, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.