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## ROCKY REACH ESTATES CLUSTER SUBDIVISION P 2017-01

### Declaration of Covenants, Conditions, and Restrictions

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Information contained in this section is for recording purpose only pursuant to RCW 36.18 and RCW 65.04, is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

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**Grantor:** Double D Vineyards, LLC

**Grantee:** Double D Vineyards, LLC

**Abbreviated Legal Description:** Lot 10, Desert Shores recorded in Volume H of Plat, Page 543-545.

**Related Documents:** Rocky Reach Estates Cluster Subdivision P 2017-01

**Assessor's Parcel Number(s):** 967-000-010-00

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Declarant: DOUBLE D VINEYARDS LLC  
PO Box 98  
Woodinville, Washington 98072

After recording return to:  
Dean N. Alterman  
Alterman Law Group PC  
805 SW Broadway, Suite 470  
Portland, Oregon 97205

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

### **ROCKY REACH ESTATES**

This Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made as of May \_\_\_\_, 2018 by Double D Vineyards LLC, a Washington limited liability company (the "Declarant"), in connection with a cluster subdivision in Section 21, Township 26 North, Range 21 East of the Willamette Meridian, named or to be named ROCKY REACH ESTATES (the "Property"), being a further subdivision of Lot 10 of the Plat of DESERT SHORES.

The Declarant declares and imposes the following covenants, conditions, and restrictions on the lots and tracts within ROCKY REACH ESTATES, for its own benefit and the benefit of future owners of lots and tracts within ROCKY REACH ESTATES.

### **RECITALS**

A. Declarant has recorded or is about to record a plat of ROCKY REACH ESTATES, a subdivision of Lot 10, DESERT SHORES, in which Declarant has subdivided Lot 10, DESERT SHORES into six lots numbered 1, 2, 3, 4, 5, and 6 intended for single-family residential use (each a "Residential Lot" and together the "Residential Lots"), one lot of 44.29 acres numbered 7 and intended for agricultural use and ancillary or related uses ("Lot 7" or the "Reserve Lot"), one tract lettered as Tract A and intended to provide space for septic drainfields for Lots 5 and 6 of ROCKY REACH ESTATES, one tract lettered as Tract B, which contains an existing fire protection reservoir for Lots 1 to 9 of DESERT SHORES and which will be deeded to Desert Shores Waste Management System and Homeowners Association, a Washington nonprofit corporation that is

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**1 - DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

the owners' association for DESERT SHORES, and one tract lettered as Tract C, containing an existing community drainfield that serves Lots 1 to 9 of DESERT SHORES, and which will also provide access to the Columbia River for the owners of lots within ROCKY REACH ESTATES.

B. To comply with development restrictions of Douglas County, Declarant is imposing certain of these covenants, conditions, and restrictions to ensure the proper maintenance and repair of Tract A, Tract C, and the private roads within ROCKY REACH ESTATES. Tract B will be conveyed to and maintained by Desert Shores Waste Management System and Homeowners Association or other nonprofit corporation that serves as the owners' association for DESERT SHORES. The common water system will be owned and operated by the owner of the Reserve Lot.

C. To ensure the harmonious development and use of ROCKY REACH ESTATES, the Declarant is imposing other covenants, conditions, and restrictions to regulate the use of the Residential Lots within ROCKY REACH ESTATES and the appearance of houses within ROCKY REACH ESTATES.

## DECLARATION

**NOW, THEREFORE,** Declarant declares that the Residential Lots and tracts within ROCKY REACH ESTATES are held, conveyed, and owned subject to the following covenants, conditions, and restrictions, which run with the land and bind and benefit future owners of property within ROCKY REACH ESTATES.

### A. Design and use restrictions for the mutual benefit of the Owners

1. **Owners' Association.** The Declarant is causing a Washington nonprofit corporation to be formed under Chapter 24.03, Revised Code of Washington (RCW), to be named "Rocky Reach Estates Owners Association" (the "Association"), to be the homeowners' association for ROCKY REACH ESTATES as permitted by RCW Chapter 64.38. The Declarant grants to the Association the powers described in RCW 64.38.020, except that the Association may not impose any regulation to prohibit or regulate the uses of the Reserve Lot. Without limiting that restriction, the Association may not restrict or prohibit ordinary agricultural and viticultural practices on the Reserve Lot, a potential future wine tasting room, and associated or ancillary uses. All general and special assessments of the Owners will be allocated equally by Lot, one-seventh to the Reserve Lot and one-seventh to each of the six Residential Lots.

2. **Allowed Use of Residential Lots.** Each Residential Lot may be improved with one single-family dwelling unit, one accessory dwelling unit, an attached and/or detached garage, landscaping, and facilities such as a pool or a tennis court for use by the occupants of the Residential Lot and their guests. No Residential Lot shall be used for the conduct of a business or for the raising or keeping of animals, livestock, or poultry, except that an Owner may keep up to three ordinary domestic indoor household pets.

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**2 - DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**3. Aesthetic Control.** Any Owner of a Residential Lot must receive written approval from the Association and from the owner of the Reserve Lot prior to constructing, placing, or altering any building, landscaping, or other construction on a Residential Lot. The Owner shall provide to the Association and the owner of the Reserve Lot its construction plans, specifications, a plot plan showing the location of the structure, the driveway, landscaping, fences, exterior lighting, mailboxes, and pools or hot tubs, and a color plan showing the Owner's proposed paint, stain, and materials colors, all for review by the Association and the owner of the Reserve Lot. The Association and the owner of the Reserve Lot may withhold approval at their discretion.

**4. Solar Panels.** Owners who install solar panels shall install them only in locations that the Association and the Owner of the Reserve Lot approve. As permitted by RCW 64.38.055, neither the Association nor the Owner of the Reserve Lot will unreasonably disapprove an Owner's request to install solar panels below the roofline of the Owner's house if the solar panels conform to the slope of the roof and have a top edge parallel to the ridgeline of the roof, and if the connecting wiring and piping are painted to match the color of the building materials behind them so as to be aesthetically unobtrusive.

**5. Floor Area, Exterior Materials, Color Schemes, and Alterations.** The primary residence on any Residential Lot must include at least 2500 square feet in finished above-grade floor area, excluding garages, basements, and unfinished attics. In addition to the primary residence of at least 2500 square feet, each Residential Lot may contain one accessory dwelling unit of any size. No structure may be moved onto a Residential Lot from any other location. All residences and outbuildings on the Residential Lots must be built with exterior walls that are principally wood, brick, stone, or stucco. Composition wood product siding, such as channel siding (including the material sometimes called T-111) and plywood, is not permitted. Roofs may be wooden shakes, wooden shingles, ceramic tile, metal, or architectural-quality composition shingles. Metal roofing is permitted; metal siding is not permitted. Any Owner of a Residential Lot must apply for receive written approval from the Association and the owner of the Reserve Lot prior to making any exterior alteration or addition, including color alterations, on any building on that Residential Lot. The Owner shall provide to the Association and the owner of the Reserve Lot its proposed construction with material and color samples for review by the Association and the owner of the Reserve Lot. The Association and the owner of the Reserve Lot may withhold approval at their discretion.

**6. Construction Regulations.** To maintain the appearance of ROCKY REACH ESTATES at a high standard, each Owner who commences to build a residence on a Residential Lot will complete the shell, exterior finish of the residence, and exterior landscaping on the Residential Lot within 6 months after starting construction. The Declarant may provide construction rules and regulations for each Owner when an Owner is building, placing, or altering any structure or significant landscaping on a Residential Lot. The Owner shall abide by these rules and regulations, if provided when construction is approved by Declarant or if contained in a recorded document that affects ROCKY REACH ESTATES. From and after the time that the Declarant owns no Residential Lots in ROCKY REACH ESTATES, the Association may provide construction rules and regulations.

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### **3 - DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**7. General Appearance of Lots.** Each Owner of a Residential Lot shall maintain the Residential Lot, and any structures or improvements thereon, in good order and repair and in an attractive and neat condition, including but not limited to the following:

- a. Exterior finishes of structures, in keeping with the general appearance of the Property;
- b. Yards, which the Owner will attractively landscape and maintain in a neat and orderly manner, free of weeds and debris;
- c. Driveways and sidewalks;
- d. Trees, shrubs, and plants, which the Owner shall trim when necessary for appearance and safety; and
- e. Removal of litter, waste, or refuse at all times. No Owner may use any part of a Residential Lot as a landfill or waste dump.

**8. Declarant's Reserved Right to Construct Dock.** The Declarant, for itself and for the benefit of the owner of the Reserve Lot, reserves the right to construct a dock in the Columbia River adjacent to Tract C, Lot 5, and Lot 6, to be accessed by the access easements located as shown on the plat of ROCKY REACH ESTATES, and for that purpose to have construction access over and across the portions of Tract C and Lots 5 and 6 delineated as access easements. Declarant's right to construct the dock expires on December 31, 2023 and passes to the owner of the Reserve Lot if Declarant has not by that date commenced construction of the dock. If Declarant or the Owner of the Reserve Lot builds the dock, then Declarant or the Owner of the Reserve Lot (as the case may be) will offer a reasonable number of boat slips at the dock for sale or lease to Owners of Residential Lots in ROCKY REACH ESTATES. Declarant may create a separate corporation or limited liability company to own, operate, and administer the dock. This Declaration does not impose any obligation on the Declarant or the Owner of the Reserve Lot to construct a dock. No Owner may prevent Declarant, another Owner, or the accompanied guests of another Owner from accessing the dock through these access easements.

**9. Temporary Dwellings.** No Owner may use, or permit to be used, any motor home, trailer, tent, other outbuilding, or any other temporary structure as a residence.

**10. Short-Term Rentals Prohibited on Certain Lots.** No residence or portion of a residence on any of Lots 1, 2, 3, and 5 may be leased or rented for any period of less than one continuous month, used as a vacation rental or short-term rental property, or marketed as a vacation rental through any online service.

**11. Yard Signs.** No sign or other advertising device of any character shall be placed on a Residential Lot unless approved in writing by the Declarant. However, an Owner may place a "For Sale" sign on the Owner's Residential Lot when the Owner is offering the Residential Lot for sale. In accordance with RCW 64.38.034, during the 60 days before an election, an Owner may also place signs in support of a political candidate or in support of or opposition to a ballot measure to be voted on at that election.

**12. Recreational Vehicles, Commercial Vehicles, Boats, Trailers, Etc.** No vehicle designed for sleeping purposes, marked for commercial purposes, or any trailer, camper, coach, canopy, tent, boat, tractor, or lawn mower may be parked or otherwise placed on a Residential Lot, nor on any private road within the ROCKY REACH ESTATES subdivision, unless the vehicle or object is parked or stored completely within a fully-enclosed structure.

**13. Inoperable Vehicles.** No inoperable vehicle may be parked or otherwise placed on a Residential Lot, unless the vehicle is parked or stored completely within a fully-enclosed structure. The Association may remove and dispose of any inoperable vehicles that are on a Residential Lot outside of a structure at the expense of the Owner of the Residential Lot.

**14. Parking Requirements; Non-Restricted Vehicles.** Each Owner of a Residential Lot who constructs a residence on the Residential Lot will also construct a fully-enclosed attached or detached garage that can accommodate at least two standard vehicles, and will provide a driveway or parking pad capable of accommodating parking for two more standard vehicles. Any vehicle not restricted by Sections 12 or 13 of this Declaration shall be well-maintained and parked only in a fully-enclosed structure or on an approved driveway. The Owner of the Reserve Lot may allow event guests to park along the private roads in ROCKY REACH ESTATES in locations that do not obstruct the Owners of the Residential Lots and that do not impede emergency access to the Residential Lots.

**15. Fires.** No Owner of a Residential Lot may permit any outdoor fire on the Lot except as permitted by Douglas County Code or another appropriate governmental agency.

**16. Firearms.** No Owner of a Residential Lot may permit the use of firearms, fireworks, or explosives within the ROCKY REACH ESTATES subdivision, unless the Owner obtains prior written approval from Declarant.

**17. No Nuisances; Exemption for Agricultural and Viticultural Activities.** No Owner may permit any activity on a Residential Lot that may disturb the peace, quiet, and comfort of the other Owners. The Lots and tracts within ROCKY REACH ESTATES are located within designated agricultural lands, which include Lot 7 and Tract A, on which a variety of activities may occur that are not compatible with residential or other type of development for certain periods of limited duration. Such activities may include but are not limited to noise, dust, smoke, odors, and hours of operation resulting from harvesting, planting, fertilizing, spraying, pest control, and other resource-related activities associated with usual and normal agricultural, viticultural, and resource management practices which, when performed in accordance with county, state, and federal law, shall not be subject to legal action as public or private nuisances. No provision of this Declaration may be interpreted to prohibit or restrict ordinary agricultural practices, including viticulture, the potential future operation of a tasting room, and potential future outdoor events, from being conducted on Lot 7 and Tract A.

**B. Covenants to comply with Douglas County regulations and the conditions of approval.**

**18. Natural Drainage.** No Owner may change or interfere with the natural drainage of any part of the Property, nor with the drainage facilities on the Property, without first obtaining

the unanimous consent of the Owners and any approval from Douglas County that county code may then require.

**19. Designation and Maintenance of Tracts A and C.** Tract A and Tract C are owned by the owner of Lot 7.

The owners of Lots 5 and 6 each have easement rights as shown on the plat to construct, operate and maintain drain fields on Tract A, and shall own the drain field components installed and shall be responsible for all costs of construction and maintenance of the drain field. The owner of Lot 7 shall have the exclusive right to use those portions of Tract A not occupied by drain fields and shall be responsible for the maintenance of Tract A with the exception of the drain field components.

The owners of Lots 1 through 6 have easement rights as shown on the plat to use an access trail across Tract C. The owner of Lot 7 shall be responsible to maintain the trail and adjacent fence, and each owner of a Residential Lot shall contribute one-seventh of the maintenance costs. The owner of Lot 7 shall have the exclusive right to use those portions of Tract C not occupied by the trail, subject to the easement rights of the owner of Lots 1 to 9 of DESERT SHORES, and shall be responsible for maintaining those portions of Tract C not occupied by the trail.

**20. Obligation to Maintain Roads, Storm Water Facilities, Irrigation System and Private Water System.** The Owners will as a common expense maintain and repair (and replace when necessary) the private roads identified on the plat as 'Danielle Drive' and 'Cydnee Place,' portions of which are on Lots 1, 2, 3, 4 and 7 and on Tract A. From and after the time the Declarant forms the Association to be the homeowners' association for ROCKY REACH ESTATES, the owners of Lots 1 to 7 will each pay to the Association one-seventh of the cost of maintenance of the private roads. Until the Declarant forms the Association the Owners of Lots 1 to 6 will each pay the Declarant one-seventh of the Declarant's reasonable costs to maintain and repair (and replace when necessary) the private roads, which Declarant shall keep in a separate fund and to which Declarant (as owner of Lot 7) will also contribute one-seventh of Declarant's reasonable estimate of those costs. Declarant will expend the fund solely to maintain, repair and when necessary replace the private roads. When Declarant forms the Association, Declarant may pay the costs of formation from the fund and will transfer any remaining balance of the fund to the Association.

The owner of Lot 7 shall own, maintain, repair and when necessary replace the irrigation well on Lot 6 and all components of the associated irrigation water system located within easements as shown on the plat that distributes irrigation water from the well to the Lots. The owner of Lot 7 shall charge the owners of Lots 1 to 6 for the supply of irrigation water.

The owner of Lot 7 shall own, maintain, repair, and when necessary replace the domestic water well on Lot 7 and all components of the associated domestic water system located within easements as shown on the plat that distributes domestic water from the well to the Lots. The owner of Lot 7 shall charge the owners of Lots 1 to 6 for the supply of domestic water.

The owner of Lot 7 shall own, maintain, repair and when necessary replace the storm drainage facilities located within storm water facility easements shown on the plat on Tract C and on Lots 5, 6 and 7. The Owners of Lots 1 to 6 shall have the right to access said easements and

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maintain the storm drainage facilities if the owner of Lot 7 fails to maintain the facilities in accordance with the recorded Stormwater Maintenance Covenant, the AFN of which is listed on the face of the plat.

**21. Easements.** Easements for access, utilities, irrigation, and drainage are reserved as delineated on the plat of ROCKY REACH ESTATES. No Owner may place any structure, planting, or other material which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the drainage easements, or which may obstruct or slow the flow of water through drainage channels in the drainage easements. Each Owner shall maintain any drainage easement area on that Owner's Lot, except for when authority for maintenance is with a public authority or utility company. If the Association enters onto any Residential Lot to maintain, repair, or replace any drainage channel or other stormwater facility, the Owner of the Residential Lot will be responsible to restore the surface and landscaping of the area that the Association disturbs, at the Owner's expense. Portions of Lots 5 and 6 are subject to the easement right of the owners' association for DESERT SHORES to maintain, repair, and replace utilities and drainfields without being obligated to restore the landscaping and hardscaping, and the owners of Lots 5 and 6 will not act to damage or destroy the utilities and drainfields that serve DESERT SHORES. An Owner who damages the utilities or drainfields that serve DESERT SHORES shall immediately repair the damage to the reasonable satisfaction of the owners' association for DESERT SHORES, at the Owner's expense.

**22. Further Subdivision and Partition Prohibited.** No Residential Lot may be further subdivided or partitioned.

**23. Reserve Lot.** The Reserve Lot may not be reduced in size to less than 35.55 acres unless Douglas County zoning code should be amended to allow the reduction.

**24. Douglas County Code.** The Owners shall, at all times, ensure that each Lot and the Property remains in compliance with all applicable sections of the Douglas County Code, including, but not limited to, DCC 18.16.046.

**C. General Provisions.**

**25. Attorneys' Fees.** In the event that Declarant employs an attorney to enforce these CC&Rs, the Declarant shall be entitled to recover its reasonable attorneys' fees and costs at trial and on appeal from any Owner who is violating the CC&Rs. In any action by any other Owner to enforce these CC&Rs, each party will pay his, her, or its own attorney fees.

**26. Expiration of Covenants.** These CC&Rs shall not expire, and shall run perpetually, except by unanimous vote of the Owners in ROCKY REACH ESTATES subdivision.

**27. Additional Restrictions Permitted; Limitation on Amendment.** The Owners may by unanimous written agreement adopt other or additional covenants, conditions, and




restrictions to govern the Property that do not conflict with or make meaningless any of the covenants, conditions, and restrictions in this Declaration.

**28. Heirs and Assigns.** The covenants, conditions, and restrictions in this Declaration and the provisions herein shall bind and inure to the benefit of the Declarant, the Owners, and their successors, heirs, and assigns. The right of the Declarant under this Declaration to maintain and enforce architectural control of the Residential Lots passes to future owners of the Reserve Lot.

**29. Enforcement.** The Declarant, the Association, and any Owner may enforce the covenants, conditions, and restrictions in this Declaration by bringing an appropriate action in the state courts of Douglas County, Washington to specifically enforce the covenants, conditions, and restrictions.

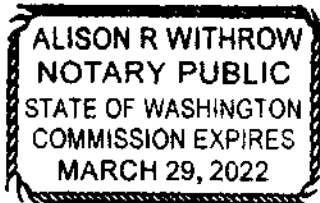
Dated this 1st day of May, 2018.

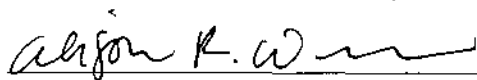
DOUBLE D VINEYARDS LLC

  
By: David M. Dufenhorst, Manager

State of Washington )  
County of King )

This instrument was acknowledged before me on May 1st, 2018 by David M. Dufenhorst, in his capacity as Manager of Double D Vineyards LLC, as his voluntary act.



  
Notary Public for Washington  
My commission expires: 3/29/2022  
Alison R. Withrow

**EXHIBIT A**

**Legal Description of Property**

Lot 10, PLAT OF DESERT SHORES, Douglas County, Washington, according to the plat thereof in recorded in Volume H of Plats, Page 543-545,

Replatted or to be replatted as ROCKY REACH ESTATES, a cluster subdivision.

Parcel No. 967-000-010-00