

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-55759



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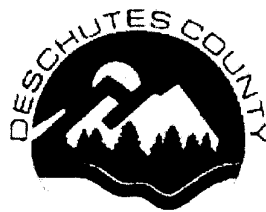
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\$35.00 \$11.00 \$10.00 \$5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



**This page must be included
if document is re-recorded.
Do Not remove from original document.**

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Subdivision Declaration

Declaration of 27th Park Subdivision

Know all men by these presents: Sunrise N.W. Inc. represented by principals; Tyler Fitzsimons herein after called the "Declarant" does hereby declare as follows:

Whereas Declarant is the seller of the real property in Deschutes County known as 27th Park Subdivision, as the same appears in the official plat recorded in Book 2004, at page 475,49 official records of Deschutes County, Oregon, and also described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Whereas, Declarants desire to declare of public record his intention to create certain protective covenants, conditions and restrictions [CC&R's] in order to design and effect a general scheme of development providing benefits and obligations for owners of said property.

Now therefore, declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property, which shall run with the land and shall inure to the benefit of each owner thereof. These easements and CC&R's, shall be binding upon all parties having any right title or interest in and to the described properties, or any parts thereof, their heirs, successors and assignees.

ARTICLE I
RESIDENTIAL COVENANTS

1. Land use and building type
No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling not to exceed thirty [30] feet in height and a private garage for not less than two [2] cars. The foregoing provisions shall not exclude construction of a private greenhouse. Storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulation and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Review Committee, as designated by Declarants.
2. Dwelling Size
The minimum square footage of any home within this subdivision shall be 1300 sq. ft. This minimum is exclusive of garages and open porches or decks.
3. Easements
Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvement for which a public authority or utility is responsible.
4. Offensive Activities
No noxious activity or offensive behavior shall be carried on upon any lot, nor shall anything be done, grown, or placed upon any lot which interferes with or jeopardizes the protective covenants for 27th Park Subdivision, or the enjoyment of other lot owners within this subdivision.
5. Animals
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number [not to exceed three [3] dogs, cats or other household

pets] may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. Signs

No signs shall be erected or maintained on any lot except that not more than one 'For Sale' or 'For Rent' sign placed by the owners declarant, or a licensed real estate agent, not exceeding 24"x36" may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "Political" signs on any lot by an owner or appointee of owner provided the same shall not be a violation of the controlling governmental sign ordinances.

7. Parking

Parking of boats, trailers, motor homes, motorcycles, trucks, trucks and campers, and like equipment shall not be allowed on any part of the property, nor on public streets adjacent thereto, excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off-street parking spaces for at least four vehicles. Garage bays may be counted for the purpose of meeting requirement.

8. Vehicles in Disrepair

No lot shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of 48 hours. A vehicle shall be deemed to be in such state when its inoperability, damage or appearance, offend the occupants of the neighborhood.

9. No lot shall be used as a dumping ground for trash or rubbish of any kind. All Garbage and other waste shall be kept in an appropriate sanitary container for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. Temporary Structures

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. Utilities

No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assignees, shall use underground wires to connect their premises and the structures built thereon to the underground electric, TV, cable or telephone utility facilities provided.

12. Completion of Construction

The construction of any building on any lot, including private lot drainage, sidewalk, painting and all exterior finish, shall be completed within six [6] months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

13. Landscaping Completion

The front and side yard landscaping on corner lot, must be installed upon substantial completion of the residence. All remaining landscaping must be completed within 1 year of dwelling occupancy. Unusual conditions may allow this provision to be extended.

14. Fences and Hedges

The maximum height of a site-obscuring fence or hedge on any lot shall be six [6] feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable.

15. Antennas or Service Facilities

No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clotheslines and other service equipment shall be screened as not to be viewed from any street.

16. Exterior Materials

Roofing material may be cedar shingle or shake, tile, or architectural fiberglass asphalt shingle. The exterior siding material shall be cedar, stone, brick, or lap siding. Windows and exterior doors shall be wood, approved vinyl, fiberglass or steel. Garage doors may be of wood or metal construction.

17. Exterior Finish

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with existing structures and landscaping within this subdivision. Exterior colors must be of a neutral color and must blend in. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in from of any lot shall be included in a single structure.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

1. Membership

Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one [1] membership per lot owned. In the event the Owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or Member's spouse, but in no event shall more than one [1] vote for each class of membership applicable to a particular lot be cast for each lot.

2. Voting

Each owner shall have one [1] vote for each lot they may own, including the declarant.

ARTICLE III
MAINTENANCE

1. Owners Responsibility

Except as provided in Section 1 of this Article, all maintenance of the Lot and all part of the residence thereon shall be the responsibility of the owner, and each Owner shall maintain and keep in good repair such property and improvements.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. Common Area

Lots 1, 2, 3, 4, and 5 share a common driveway. Driveway shall be kept free from any debris at all times so as not to obstruct any homeowner from his property. Driveway

shall be maintained as necessary and the cost to be shared equally between lots 1, 2, 3, 4, and 5.

ARTICLE V ASSESSMENTS

1. Purpose of Assessment
No assessment obligation is required except as needed to maintain common driveway.

ARTICLE VI GENERAL PROVISIONS

1. Term and Amendment
These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty [20] years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten [10] years. This Declaration, or parts hereof, can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order or revocation or termination and which is signed by the owners of at least 70% of the lots within 27th Park Subdivision.
2. Enforcement
In the event of any violation of the provisions of this Declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the Declaration shall be entitled to recover all costs, including reasonable attorney's fees incurred.
3. Severability
Invalidation of any one of these covenants by judgment or court order shall in no event affect any of the other provisions, which shall remain in full force and effect.

In witness whereof, the parties hereto have set their hands,
this 15th day of September 2004.

[Handwritten signature]

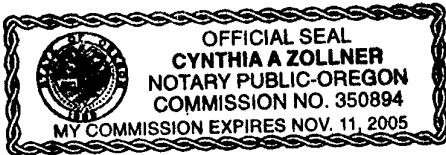
Tyler Fitzsimons
Owner
27th Park Subdivision

State of Oregon, County of Deschutes

Personally appeared before me the above named Tyler Fitzsimons and acknowledged the foregoing instrument to be his voluntary act and deed. Before me, CYNTHIA A ZOLLNER this 15th day of SEPTEMBER 2004.

[Handwritten signature: Cynthia A. Zollner]

Notary Public for Oregon,
Commission expires 11-11-05

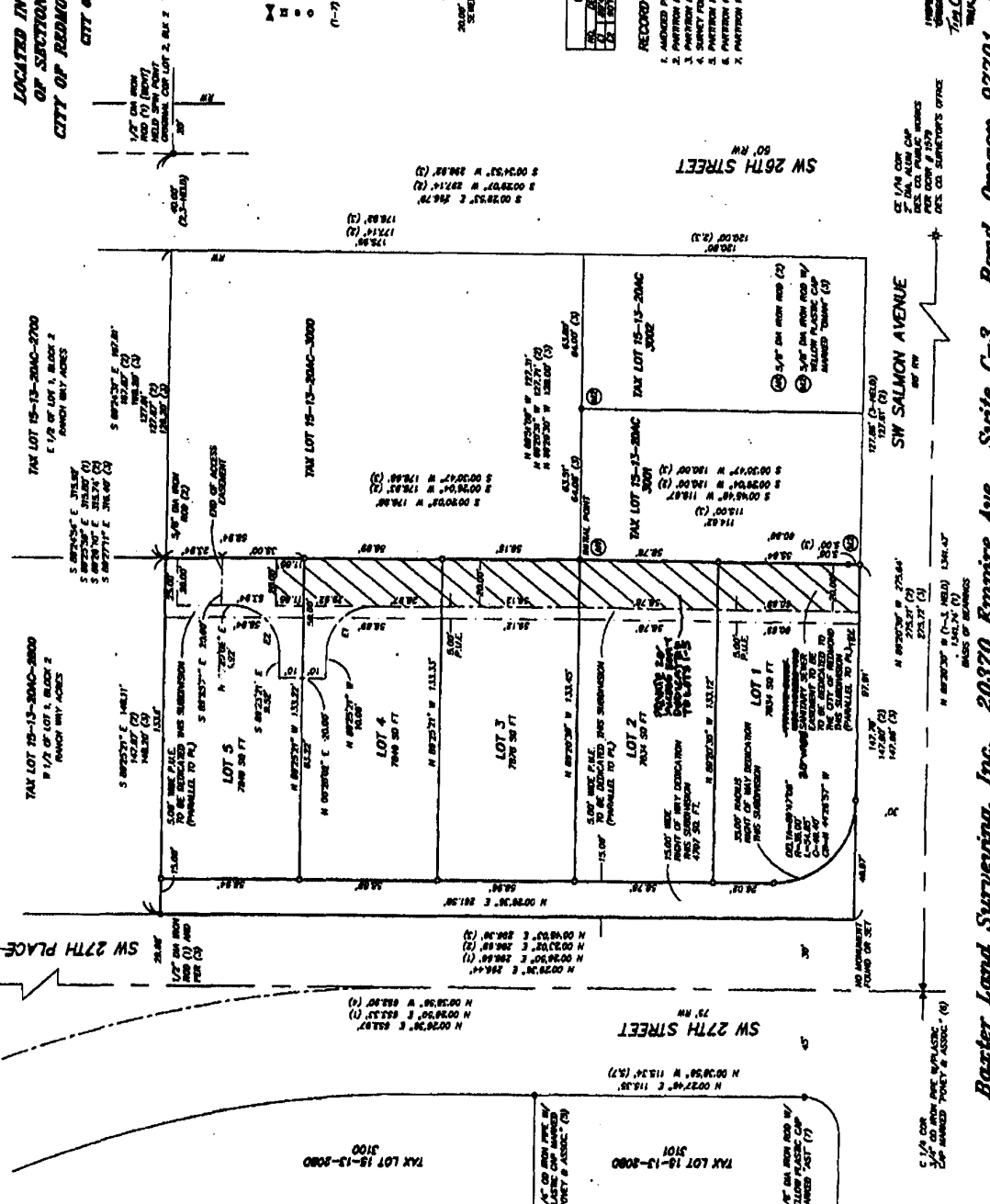


G-394

SHEET 2 OF 2

27TH PARK
RANCH WAY ACRES
 THE W 1/2 OF LOT 3, BLOCK 2
 LOCATED IN THE SW 1/4 OF THE NE 1/4
 OF SECTION 20, T. 16 S., R. 15 E., W.M.,
 CITY OF REDMOND, DISCHUTES COUNTY, OREGON
 CITY OF REDMOND FILED: FEB. 28, 1968

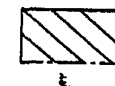
DATE: 2/17/04



CS16008

REGISTERED
 BAXTER LAND SURVEYING
 1000 N. 10TH ST., SUITE 100
 BEND, OREGON 97701
 (541) 382-1962

- LEGEND**
- 1. ONE-QUARTER SECTION CORNER FOUND AS DESCRIBED
 - 2. ONE-SIXTIETH SECTION CORNER FOUND AS DESCRIBED
 - 3. QUARTER SECTION CORNER FOUND AS DESCRIBED
 - 4. 5.0' WIDE STRIP, 2" WIDE STRIP AND WITH A YELLOW PLASTIC CAP MARKED "BAXTER SURVEYING"
 - (1-3) FOR RECORD SURVEYS



CURVE TABLE ACCESS EASEMENT

NO.	AREA	BEARING	DISTANCE	AREA	BEARING	DISTANCE
1	1.00	N 00°00'00" E	1.00	1.00	N 00°00'00" E	1.00
2	1.00	S 00°00'00" W	1.00	1.00	S 00°00'00" W	1.00
3	1.00	W 90°00'00"	1.00	1.00	W 90°00'00"	1.00
4	1.00	N 00°00'00" E	1.00	1.00	N 00°00'00" E	1.00

RECORD SURVEYS

1. AMENDED PLAT OF RANCH WAY ACRES, BY J. HARTSHORN, FILED 10/14/04, CS16007
2. PATENT NO. 879-14, BY C. GOODWIN, FILED 3/14/78, CS16007
3. PATENT NO. 879-14, BY F. J. OAK, FILED 10/14/04, CS16007
4. PATENT NO. 879-14, BY F. J. OAK, FILED 10/14/04, CS16007
5. PATENT NO. 879-14, BY F. J. OAK, FILED 10/14/04, CS16007
6. PATENT NO. 879-14, BY F. J. OAK, FILED 10/14/04, CS16007
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REGISTERED
 BAXTER LAND SURVEYING
 1000 N. 10TH ST., SUITE 100
 BEND, OREGON 97701
 (541) 382-1962

EXPIRES 12/31/05

THIS CERTIFICATE IS THE ORIGINAL COPY OF THE
 SURVEY AND IS VALID FOR THE STATE OF OREGON.
 THIS CERTIFICATE IS THE ORIGINAL COPY OF THE
 SURVEY AND IS VALID FOR THE STATE OF OREGON.

Baxter Land Surveying, Inc. 20370 Empire Ave. Suite C-3 Bend, Oregon 97701 (541) 382-1962

CS16008

