



DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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

Planned Community Subdivision Declaration

For

Amber Springs

THIS DECLARATION is made this 15th day of MAY, 2006 by Bryan Ball Construction Inc., hereafter collectively referred to as "Declarant" as developer and owner of the real property located in the City of Redmond, County of Deschutes, platted as lots 1-41 and recorded in the official records of Deschutes County in book 2006 commonly known as Amber Springs.

Declarant desires to declare of public record certain covenants, conditions and restrictions upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of the Declarant or any successor of Declarant in the ownership of the desired property.

ARTICLE 1

Use Restrictions

- 1.1 **Residential Use.** All lots shall be used as residential lots. No structure of any kind shall be erected or permitted to remain on any Lot other than single-family residences and structures normally accessory to such residences.
- 1.2 **Temporary Structures.** No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All such structures must comply with the applicable building codes.
- 1.3 **Residential Accessory Structures:** Residential accessory structures such as hot tub, spa enclosures, garden sheds, are permissible. Garden sheds must be new, of the same roof, siding, paint color and type as the home and not to exceed 12 feet by 12 feet in size.
- 1.4 **Antennas:** Television antenna, radio antenna, satellite antenna or other receiving devices are subject to Declarant approval.
- 1.5 **Rubbish and Trash.** No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.
- 1.6 **Maintenance of Structures and Grounds.** Each owner shall maintain his lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each owner shall keep all shrubs, grass and plantings of every kind on his Lot and on that area between his Lot and the paved area of the dedicated road system neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each owner.
- 1.7 **Vehicles in Disrepair.** No owner shall permit any vehicle which is an extreme state of disrepair to be abandoned or to remain parked in any driveway for a period in

After recording, return to:
Bryan Ball Construction Inc.
P.O. Box 2034
Redmond, OR 97756

excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

ARTICLE 2

- 2.1 **Offensive Activities.** No noxious or offensive activity shall be carried on within any Lot nor shall anything be done or placed upon any lot which interferes with or jeopardizes any Owners use and enjoyment of his lot.
- 2.2 **Signs.** Unless written approval is first obtained from the Declarant, no sign of any kind shall be displayed to the public view on any Lot or structure, except one professional sign of not more than five feet square advertising the property for sale or rent, or project signs used by Declarant to advertise the property during the construction and sales period.

ARTICLE 3

- 3.1 **Landscape Completion.** All front yard landscaping must be completed within three months from the date of recording of the homes completion notice. In the event of undue hardship due to weather conditions, the Declarant, at their sole discretion, may extend installation of landscaping.
- 3.2 **Diseases, Insects and Sprays.** No owner shall permit any condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
- 3.3 **Parking.** Parking of boats, trailers, motorcycles, truck campers, RV's and like equipment shall not be allowed in front of the front setback line of the garage. All such equipment shall be parked behind a fence. No parking on any street shall be allowed of any horse trailer, travel trailer, commercial vehicle, boat trailer, camper, bus, or incapacitated motor vehicle. 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.
- 3.4 **Animals.** No animals, including poultry, shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not raised or kept for commercial purposes and do not cause damage or discomfort to neighbors. Doghouses shall be limited to two, and only allowed in the backyard. Owners are responsible to clean up after walking dogs. All Amber Springs 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.
- 3.5 **Modular Homes.** No modular, mobile or pre-existing home may be moved onto any lot in the subdivision.
- 3.6 **Fences.** All fences to be kept behind the front corners of the house. All fences are to be made of cedar wood and shall be no more than six feet in height. Height shall be measured from the natural grade.

ARTICLE 4

Termination

4.1 The covenants, conditions and restrictions contained in this declaration shall terminate upon the expiration of 40 years from date of recording this Declaration, provided however; that such covenants, conditions and restrictions shall terminate upon such earlier date as Declarant may execute and cause to be recorded in the deed records of Deschutes County, a Declaration specifying such termination. However, Declarant shall notify in writing each owner 90 days before recording declaration of termination. In addition, Declarant may elect to waive any of the covenants, conditions and restrictions as they apply to any specific Lot or Lots by the execution and recording by Declarant in the deed records of Deschutes County, Oregon, of a declaration of waiver.

Notwithstanding the following, at the time of recipient by owners of notice of termination, or before such declaration of termination is executed and recorded the owners may at their own discretion form an association to enforce the provisions of this declaration. Such Association shall be formed only by majority vote, and in determining a majority; each lot in the subdivision shall be entitled to one vote. The Association's structure and powers shall have the same powers and duties that the Declarant has under this Declaration. All provisions in this Declaration shall apply equally to the Association including but not limited to provisions relating to Enforcement.

ARTICLE 5

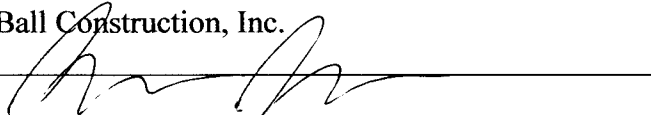
Miscellaneous Provisions

- 5.1 **Waiver.** Failure by Declarant to enforce any covenants, conditions or restrictions contained in this declaration shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.
- 5.2 **Construction.** Each provision of this Declaration shall be independent and severable, and the invalidity or partial invalidity of any provisions shall not affect the validity or enforceability of the remaining part of that or any other provision.
- 5.3 **Notices.** Any notice required by this declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed to the owner at his Lot or if the Lot is unimproved, at such address then on file with the county assessor for delivery of tax statements.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Amber Springs this 15th day of MAY 2006.

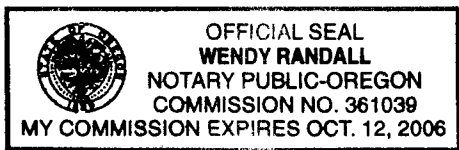
Bryan Ball Construction, Inc.

By: _____



STATE OF OREGON)
) ss:
County of Deschutes)

The foregoing instrument was acknowledged before me on May 15, 2006 by Bryan Ball, President, Bryan Ball Construction, Inc., an Oregon corporation.



Wendy Randall

NOTARY PUBLIC FOR OREGON
My Commission Expires: October 12, 2006