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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLAKELY SOUTH

DECLARANT: Generation Development, Inc.

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
BLAKLEY
FOR BLAKELY SOUTH**

DECLARANT: Generation Development, Inc.

Declarant, Generation Development Inc., hereby makes the following Declaration of Covenants, Conditions and Restrictions ("Declaration"), covering the Property, specifying that this Declaration shall constitute covenants to run with all of said land and be binding upon all persons claiming under them and that all covenants and restrictions shall be for the benefit of and limitations upon all future Lot owners, occupants, and tenants of said real property. Declarant intends to develop ~~Blakely~~^{BLAKLEY} South as a Class III planned community, not subject to the Oregon Planned Community Act.

1. **Land Use and Building Type.** ~~Blakely~~^{BLAKLEY} South consists of nine (9) Lots, all of which are restricted to single family detached homes used for residential purposes. "Lot" shall mean and refer to each and any of Lots 1 through 9 of ~~Blakely~~^{BLAKLEY} South according to the plat thereof recorded in the Deschutes County, Oregon plat records as Plat No. 2006 PB 49198

2. **Dwelling Structures.** All dwellings and other buildings shall be constructed on site, and in accordance with the building requirements of the State of Oregon and Deschutes County.

3. **Dwelling Size.** The floor area of each one-story dwelling, exclusive of open porches, patios, breezeways, garages and carports shall be not less than 1,100 square feet in size. The floor area of each two-story dwelling, exclusive of open porches, patios, breezeways, garages and carports shall be not less than 1,200 square feet in size, with a minimum of 400 square feet on the main level. The attached garage shall have a two car minimum capacity.

4. **Structures Prohibited As Dwellings.** No single- or double-wide trailers, manufactured homes, mobile homes, modular homes, tents, shacks, garages or other outbuildings shall be allowed for dwellings. Any outbuilding constructed on the property shall be constructed to match the dwelling in style and exterior materials and colors and screened from view of neighboring Lots. Outbuildings shall not exceed eight (8) feet in height or have an area exceeding 100 square feet. Outbuildings shall be constructed in conformance with all applicable municipal and other laws and regulations.

5. **No Commercial Use.** No building or any part of any thereof shall be erected, maintained, or used on any Lot for any commercial purpose, provided that home occupations permitted in accordance with the City of Bend ordinances (such as a home office or art studio) may be allowed, provided that such home occupation does not generate significant pedestrian or vehicular traffic.

6. **Nuisance.** No obnoxious, noxious, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may reasonably become an annoyance or nuisance to other persons in the subdivision. Parking of machinery, equipment, motor homes, trailers, recreational vehicles, or other heavy-duty vehicles or equipment on the street shall be deemed a nuisance. No inoperable motor vehicles, vehicles in disrepair or not currently licensed, trailers or similar items shall be stored on the Property.

7. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. All refuse must be kept in sanitary containers or other equipment and the storage or disposal of such material shall be maintained in a clean and sanitary condition. All Lot owners and builders are required to keep the subdivision clean at all times. This requirement includes all street areas.

8. **Exterior Materials.** Roofing material shall be tile or architectural composition shingle. Declarant must approve all roof colors. All roof pitches will have a 5/12 minimum slope. All exterior walls shall be of double wall construction with siding such as cedar, Smartside, concrete based lap, stucco or brick. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. The Declarant or such other person or body to whom the Declarant has delegated its authority must approve all exterior paint or stain colors. All exterior paint or stain color shall be in substantial conformity to the exterior color of other dwellings in Blakely South. The Declarant reserves the right to grant variances for exterior materials, provided that any substitute materials are equal or of greater quality than those specified above and that vinyl or metal siding or roofing materials shall not be permitted.

9. **Hedges and Fences.** No windbreak hedges or fences shall exceed six (6) feet in height above grade and/or be forward of the front building line of the dwelling. Fences shall be constructed of white vinyl or wood and shall be of good quality material. Other fence types may be permissible, but must be approved by the Declarant. No cyclone or metal mesh fences of any kind will be permitted. All fences and hedges shall be maintained in good condition.

10. **Erosion Control.** Each Lot is subject to the state, county and city ordinances regarding erosion control, both prior to and during construction. Every Lot owner shall be responsible for maintaining his or her Lot in compliance with the ordinances of the City of Bend.

11. **Landscaping.** All front yard landscaping must be complete within one (1) month of completion of the dwelling. Each Lot shall have the front yard landscaped with two street trees per dwelling. Lot owners agree to maintain and water said trees and landscaping, and keep Lots free of litter, wood, paper, equipment, metal objects or other objects (including car or other vehicle parts) in keeping with the standards of the neighborhood.

12. **Parking.** Parking and storage of boats, trailers, truck-campers, motor homes and like equipment shall be allowed so long as all such equipment is kept in the driveway or garage of the dwelling and obscured by a fence or gate. No equipment owned, rented, borrowed or under the control of the occupant of a dwelling shall be parked on the streets adjacent the Lot for

the purpose of repairs, maintenance or convenience for a period exceeding five (5) days in any twenty (20) day period.

13. **Sidewalks.** Sidewalks on all Lots shall be installed pursuant to the City of Bend specifications during the course of construction of dwellings on Lots. Additionally, any Lot purchased from the Declarant, but not built upon within two years shall have sidewalks installed by the Lot owner of said Lot.

14. **Service Facilities; Antennas and Satellite Dishes.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on the Property. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Lot owner's Lot if they are not visible from the street and are screened from neighboring Lots. This section and any rules adopted hereunder shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

15. **Utilities.** Easements for the installation of utilities and drainage facilities are reserved on various Lots as indicated on the plat. Within these easements, no structure, fencing, planting or materials shall be placed or permitted to remain which may damage or interfere with the installing or maintenance of utilities or which may change the direction of water flow through drainage channels in the easements. The easement areas of each Lot and all improvements in it shall be maintained continuously by the Lot owner of the Lot except for those improvements for which a public authority or utility company is responsible. All telephone, power lines, natural gas and television cable connections shall be placed underground.

16. **Oil and Mining Operations.** No part of the Property shall be used for the purpose of exploring for, taking thereof or producing therefrom gas, oil, or other hydrocarbon substances.

17. **Construction Time.** All dwellings must be completed within six (6) months after the commencement of each such dwelling's construction.

18. **Building Location.** All dwellings within the Property shall comply with the City of Bend setback requirements.

19. **Animals.** No animals, livestock or poultry of any kind, other than a reasonable number of cats, dogs or birds as household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. A Lot owner whose pet causes any inconvenience or unpleasantness to other Lot owners shall take all steps reasonably necessary to prevent recurrence thereof and a Lot owner whose pet damages other Lot owners' Lots or personal property shall reimburse such other Lot owners for reasonable costs actually incurred by such

other Lot owners in repairing such damage. A Lot owner shall ensure that such Lot owner's dog is leashed when on the Property and outside of such Lot owner's Lot.

20. **Sewage Disposal; Sanitary Sewage Pumps.** Each Lot shall be connected to the public sewer system. No cesspools or outside toilets shall be permitted, except a portable toilet permitted during dwelling construction.

21. **Use of Improvements During Construction; Damage or Destruction.** No dwelling upon any Lot shall be occupied until the same is completed and made to comply with covenants, conditions and restrictions contained in this Declaration and an occupancy permit is issued by the City of Bend. Any dwellings that are partially or totally destroyed or damaged by fire, earthquake or otherwise, shall be removed, repaired or replaced within a reasonable time after such destruction or damage occurs.

22. **Maintenance By Owner.** Each Lot owner shall be responsible for maintaining his or her Lot and dwelling in a clean, sanitary and attractive condition. Further, the Lot owner shall keep the same free from rubbish and litter and maintain the Lot in a good condition as not to create a fire hazard and repair and adequately paint, stain or otherwise maintain, repair and replace all improvements located thereon. In addition, each Lot owner shall keep all shrubs, trees, grass, and plantings, of every kind on his or her Lot neatly trimmed, irrigated, properly cultivated and free of trash, weeds and other unsightly material, pursuant to this Section and Section 11.

23. **Rental of Dwellings.** Lot owners may rent or lease his or her Dwelling or a portion thereof, provided that the following conditions are met:

23.1 **Written Rental Agreements Required.** The Lot owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of this Declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute a default under the rental or lease agreement;

23.2 **Minimum Rental Period.** The period of the rental or lease is not less than thirty (30) days;

23.3 **Tenant Must be Given Documents.** The Lot owner gives each tenant a copy of this Declaration.

24. **Sign.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign not larger than 18" by 24" conforming to the City of Bend sign regulations regarding placement and dimensions, advertising the property for sale or rent or signs used by a builder to advertise the Property during the construction and sales period. Real estate signs must be removed within three (3) days of the closing of the sale or signing of a rental agreement. Holiday lights and displays must be removed within seven (7) days of the end of the holiday. Standard street signs and visual address signs for directing fire, life and safety personnel shall be allowed. The Declarant reserves the right to require the removal of any sign that does not comply with reasonable standards.

25. Mailboxes. All mailboxes in ^{BLAKLEY}Blakely South shall be enclosed in metal cluster boxes, in a design approved by the United States Postal Service.

26. Benefit. The foregoing protective covenants, conditions, and restrictions shall inure to the benefit of and shall be binding upon Declarant and all parties who claim any interest in the Property, including, without limitation, all residents of the Property. These provisions shall constitute a covenant running with the land, and shall be deemed to touch and concern the land and shall be binding on the Lots and all persons claiming any interest therein.

27. Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the Architectural Review Committee ("ARC"). Declarant shall be the ARC until Blakely South is 100% built out. Thereafter, the Lot owners may elect from among themselves a three (3) member ARC. The ARC, at its sole discretion, may withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for ^{BLAKLEY}Blakely South. The ARC may consider siting, shape, size, color, design, height, solar access or other effect on the enjoyment of other Lots or any other factors that it reasonably believes to be relevant in determining whether or not to consent to any proposed work. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent. Neither the ARC nor any member thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the member has, in accordance with its or his actual knowledge, acted in good faith. The ARC shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant's responsibility.

28. Titles Subject to Restrictions. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall, therefore, be held subject to all of the protective covenants, conditions and restrictions hereof.

29. Enforcement and Attorneys' Fees. The Lot owners or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Lot owners by any proceeding at law or in equity. Failure by the Lot owners or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court.

30. **Severability.** Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

31. **Notice.** Any notice or other document permitted or required by this Declaration must be in writing and must be hand delivered or sent by mail to the Lot owner. Delivery by mail shall be deemed to have occurred as of 72 hours after having been deposited with postage prepaid, addressed to the Lot owner and/or occupant at the address given at the time of purchase of a Lot.

32. **Amendment.** The Declaration may be amended by recording an instrument setting forth the amendment and executed as follows:

a. Notwithstanding subsection 33.c, until dwellings have been constructed on all Lots, the amendment shall be subject to approval of the Declarant and 76% of the Lot owners.

b. Notwithstanding subsection 33.c, after dwellings have been constructed on all Lots or five (5) years from the date this Declaration is recorded, whichever occurs first, any amendment shall be made by recording an instrument setting forth said amendment signed by a majority of the Lot owners of the Lots in ^{Blakely} Blakely South.

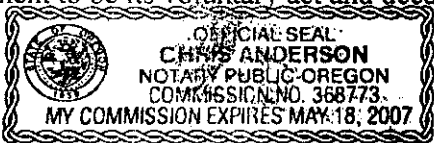
c. The Declarant reserves the right to amend any provision of this Declaration at any time until 75% of the Lots in ^{Blakely} Blakely South have been sold and conveyed to other persons.

The undersigned Declarant of the subject property has caused this Declaration to be executed this 24 day of July, 2006.

an _____
By: [Signature]
George A. Hale, Manager

STATE OF OREGON)
) ss.
County of Multnomah)

Personally appeared before me the above-named George A. Hale, who, being duly sworn, did say that he is the Pres. of Generation Development and that said instrument was signed in behalf of said company by authority of its Board of; and he acknowledged said instrument to be its voluntary act and deed. Directors



[Signature]
NOTARY PUBLIC FOR OREGON
Commission Exp. 5-18-07