97-27697

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOULDER RIDGE, INC.

These Covenants, Conditions and Restrictions are made this 29th day of July, 1997 Boulder Ridge, Inc., an Oregon Corporation, hereinafter referred to as "Declarant", as Developer of the real property in Deschutes County, State of Oregon described as the SW ¼ of Section 15, Township 17 South , Range 12 East of the Willamette Meridian, platted and filed of record as "Boulder Ridge ", Deschutes County, Oregon. Hereinafter referred to as "the Property".

The property is hereby subject to these Covenants, Conditions and Restrictions and will be known as Boulder Ridge.

Boulder Ridge is being developed as a subdivision. Except where this Declaration or Boulder Ridge conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all owners, lessees, licensees, occupants, and users of the property subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirements set by an applicable zoning ordinance of Deschutes County or the City of Bend, the more restrictive standard of the applicable ordinance shall apply.

LAND USE AND BUILDING TYPE

1. OCCUPANCY AND SIZE.

   a. No lot shall be used except for residential purposes.

   b. No building shall be erected which shall exceed twenty-four (24) feet in height to the top of the roof ridge for a single level home and thirty (30) feet in height to the top of the roof ridge for two story homes.

   c. Private garages shall be constructed to accommodate at least two cars but not more than three cars.

2. BUILDING LOCATION.

   a. No building shall be erected, any portion of which shall be nearer than twenty (20) feet from a front lot line, nor nearer than twenty (20) feet to any rear lot line, nor nearer than five (5) feet to any side line providing that the accumulated total distance from both sides of the property shall be at least fifteen (15) feet.

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RETURN TO : Bryant Lovlien Jarvis
A PROFESSIONAL CORPORATION ATTORNEYS AT LAW
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b. For the purpose of this covenant, eaves, steps and open porches or decks shall not be considered as part of a building.

c. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other homes. Decisions by the Architectural Control Committee shall be binding and final.

d. The following lots shall be restricted to single level homes with a roof ridge height not to exceed 24 feet in height from finish grade of lot. Finish grade shall be determined on a per site basis by the Architectural Review Committee. (top of finish grade shall be the top of 20" of backfill against the concrete foundation sitting on natural bearing rock or soil referenced at the center of the building footprint). Lots: 1 thru 12, and 36 thru 46. All other lots in the Boulder Ridge development can be occupied by either single level or two story homes.

3. FENCES.

a. Any fence constructed shall not exceed seventy (70) inches in height. Fencing materials shall consist of 1x6 cedar mounted vertically on a 2x4 frame with pressure treated posts in a size 4x4 minimum dimension or steel "C" posts. No metal or synthetic fencing shall be allowed unless the finish product resembles cedar in appearance.

b. Type "A" fencing will be the perimeter fence along 18th Street and Morningstar Drive. Type "B" fencing shall be the style used by property owners within Boulder Ridge Development. For approved fencing details see attachment "A" and "B".

c. All such fencing, whether installed by the Declarant or the owner shall be owned by the individual lot owner. Such owners shall be and they are hereby obliged at their sole cost and expense to fully maintain all such fencing in good condition and repair, with an appearance similar to that when installed and matching the appearance of the fencing of adjacent neighbors, except for normal wood weathering, ultimately replacing such fencing when necessary. All fencing will be confined to the rear yard of the home and limited to alignment with the front wall elevation of the structure then returning to the side-yard property lines.

d. The perimeter fencing color shall be determined by the Declarant. The interior fencing shall be colored the same as the perimeter fencing or the same color of the home siding base color to which it is attached.

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4. TIME OF CONSTRUCTION.

a. All building construction at each lot location must be completed within twelve months from the date of the first site work is started or the date on the construction permits, whichever occurs first. This time frame also includes remodeling and alterations on properties.

5. BUILDING EXTERIORS.

a. The use of new materials on all exterior surfaces will be required, stone and brick will be permitted. It is desired that the exterior materials used be indigenous to the Northwest. Horizontal lap siding shall be the dominate siding style. Sheet sidings will be allowed only for accents i.e. in gable style structures.

b. Each residence in Boulder Ridge is required to conceal their trash cans and air conditioning units from view of roads and other residences. Outside enclosures are to be the same color and siding style as the existing residence and attached thereto. There is to be a latched gate for access to trash enclosures. The enclosure is to be large enough for two 32 gallon garbage/trash cans and tall enough to conceal the trash can from view.

c. All exterior lighting shall be directed downward by use of boxes or surrounds.

6. ROOF.

a. All homes and if any, out buildings, in BOULDER RIDGE shall be required to have a Class "A" Fire Rated roof and of materials equal to or better than " 65 Fire-Halt" by Genstar. No wood roofing materials will be allowed.

7. MOBILE STRUCTURES.

a. No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other out building, shall be moved upon the premises. No motor homes, campers, trailers, camping equipment or boats shall be stored except as allowed in section 21b, or used for overnight living accommodations. No mobile homes or modular homes of any kind are permitted in BOULDER RIDGE for residential purposes.

8. SIZE OF RESIDENCE.

a. No residence shall be constructed with less than 1400 square feet of living area, exclusive of garages, porches and out buildings. Detached garages shall be constructed of quality materials and have an appearance which will conform to

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the residence.

9. DRIVEWAYS.

a. All driveways to be concrete materials or asphalt paved. There shall be no excavation on any lot for gravel or cinders.

10. TREES.

a. Existing trees may be removed only with the express written permission of the Architectural Control Committee.

b. All trees will be left standing that are now on the lots as platted with the exception of those needing removal for the purpose of home construction.

11. LANDSCAPE.

a. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than 40% of the front yard to be in lawn, the remainder of the yard shall be in bark chips or gravel installed and maintained in a professional looking manner through regular watering/fertilizing, and manicuring of the lawn and shrubbery. Each building lot owner will maintain the street median lawn and tree(s) along the front property line of his or her lot in accordance with the intent of item 11. The median will be watered with the residential domestic system originally provided with each home. Lots #3 and #13 will have easements dedicated for entrance monuments. Each lot owner of #3 and #13 will be responsible to pay for electrical power to the monument lighting and the water for the lawn and shrubbery irrigation. The estimate of the cost as of November 1, 1996 is $12.00 per month.

b. A complete landscape plan must be submitted to and approved by the Architectural Control Committee prior to starting any landscaping project.

12. SIGHT DISTANCE AT INTERSECTIONS.

a. No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property. No tree shall be permitted to remain within such distances of such intersections unless the foliage

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line is maintained at sufficient height to prevent obstruction of such sight lines.

13. NUISANCES.

a. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

b. No pets or domestic animals shall be permitted to run loose or unattended.

c. No excessive or unnecessary noise shall be generated by any vehicles, appliance, tools or pets.

d. No gasoline, oil, fuels or chemicals may be stored in bulk tanks upon the property, either above or below ground.

e. No garbage or refuse will be allowed to remain on property.

14. LIVESTOCK & POULTRY.

a. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or household pets which may be kept provided that they are not bred or maintained for any commercial purpose.

15. SIGNS.

a. No sign may be displayed to the public view from any lot other than one"For Sale" or one used by a builder, realtor or owner to advertise said property during construction and sales period. No sign shall be larger than five (5) square feet, other than those furnished by Declarant or their agents.

16. ANTENNAS.

a. Exterior television antennas, radio antennas, satellite antennas or dishes, or other receiving devices are prohibited, except that exterior satellite antennas or dishes which are less than 24" in diameter or total height may be installed at any location in a rear or side yard or attached to the house. The intent of item #16 is to provide for the use of this technology but to locate the exterior unit so as not to be a visual nuisance to the development traffic lanes or the neighbors. The location of the exterior dish will require the approval of the Architectural Control Committee.

17. ARCHITECTURAL CONTROL.

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a. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be the Declarant or any person or persons it appoints. The approval stamp and signature of the Architectural Control Committee will be required before beginning construction along with permits from governing agencies. The design review committee or any member thereof shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to any or all work if, in good faith, the committee believes that any such work is nonconforming. A stop work notice may be issued without necessity of court order by the Architectural Control Committee. Neither the members of the Committee, nor its designated representative(s) shall be entitled to compensation for services performed pursuant to this covenant. Any one member of the committee may be designated to act on behalf of the entire committee.

b. The Architectural Control Committee shall acquire a suitable liability policy to protect the Architectural Control Committee from any and all legal action regardless of from error or omission, from all parties.

c. The Architectural Control Committee shall select a fee for each plan approval which shall cover all expenses of said committee and reimburse the Declarant for any funds expended in behalf of the Architectural Control Committee. The present fee for new structures will be $300.00 for each plan submitted. The fee for remodel projects shall be $ 200.00. This fee structure may be changed with written notice to the existing property owners.

18. DECLARANT.

a. Declarant's Control. Declarant shall exclusively exercise all architectural landscaping, signing and lighting controls as well as those other duties prescribed under this Declaration, so long as Declarant holds an interest in Boulder Ridge or until Declarant elects to terminate its interest in Boulder Ridge as set forth in Paragraph b. below (whichever occurs first).

For purposes of this Declaration. Declarant shall be deemed to hold and interest in Boulder Ridge if either of the following conditions is met:

(1) Declarant holds title to any lot in Boulder Ridge, or

(2) Declarant elects to exercise architectural, landscaping, signing and

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lighting controls over any lot within Boulder Ridge or elects to exercise any other duties under this Declaration, even though Declarant does not hold title to any lot within Boulder Ridge.

b. Termination of Declarant's Interest. Paragraph a. notwithstanding Declarant's interest in Boulder Ridge shall terminate at such time that a certificate of occupancy has been issued for the use and occupancy of a permanent building, structure or facility on each lot within Boulder Ridge. In addition, Declarant reserves the right to terminate its interest in Boulder Ridge at any time. At such time that Declarant's interest in Boulder Ridge is terminated (whether voluntarily or involuntarily), Declarant shall cause to be recorded in the official Records of Deschutes County, Oregon a declaration stating that Declarant no longer holds any interest nor desires to exercise any further controls over development in Boulder Ridge. Copies of such declaration shall be provided to each owner of a lot within Boulder Ridge contemporaneously with recordation of the declaration. Recordation of such declaration shall formally terminate Declarant's interest in Boulder Ridge and all rights of architectural, landscaping, signing and lighting controls, as well as any other duties of Declarant under this Declaration (except for those duties prescribed by paragraph d. below).

c. Formation of Boulder Ridge Owner's Committee. Upon formal termination of Declarant's interest in Boulder Ridge, Declarant shall form an Oregon non-profit organization call the Boulder Ridge Owner's Committee (BROC). BROC shall be governed by a five person board of directors. BROC shall succeed to all powers, responsibilities and rights of Declarant under this Declaration, except those reserved by Declarant.

d. (1) Organization of BROC. Within 30 day after the commencement date of BROC, the initial board of directors for BROC shall be elected. Persons eligible for the initial BROC board of directors shall be limited to directors, officers, employees, agents, owners or partners of any corporation, partnership, joint venture or proprietorship owning any lot within Boulder Ridge. Declarant shall solicit from, and then circulate to all lot owners, a list of nominees for the initial board of directors' positions within the 30 day BROC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(2) The total number of votes entitled to be cast for each BROC director's position shall be based upon the total number of lots of Boulder Ridge. Each lot owner shall have the right to cast a vote based on the number of lots owned. The initial board of directors of BROC shall meet within ten days after their election and may at that time adopt any governing documents, including by laws, guidelines,

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procedures, rules and regulations, relating to BROC and Boulder Ridge.

e. Failure to Organize. In the event Declarant is unsuccessful in organizing the board of directors of BROC within the 30 day organizational period specified by paragraph d. above, Declarant shall have no further responsibilities relating to BROC and the BROC board of directors shall be organized exclusively by the owners of lots within Boulder Ridge. Such failure of organization of the BROC board of directors shall not affect the existence of BROC or the effectiveness of the Declaration.

19. MAINTENANCE OF PROPERTY.

a. Each parcel and its improvements shall be maintained in a clean and attractive condition in good repair and in such a fashion as not to create a fire hazard or visual pollution. No property shall adversely impact the property values and the aesthetics of the surrounding properties.

20. FIREARMS.

a. No firearms, air pistols, archery, sling shots or any other weapons or projectiles shall be used or discharged anywhere within the borders of BOULDER RIDGE, including it's easements.

21. PARKING AND STORAGE.

a. No parking or storage of any vehicle used for commercial purposes will be allowed at any time within this subdivision. This provision extends specifically to trucks of any kind larger than one (1) ton in size and generally to any other items which may be considered of a commercial nature.

b. Storage of vehicles, trailers, pickups or boats will be allowed other than prohibited in section 7 and 21a only if screened from sight from any street within the subdivision. These items must be concealed behind a solid screen behind a line extending from the front line of the house or in the case of a corner lot the side line of the house extending to the lot line.

22. GENERAL PROVISIONS.

a. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the present owners of the lots has been

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recorded, agreeing to change said covenants in whole or in part.

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

c. Waiver. Any condition or provision requiring Architectural Control Committee approval may be waived by the Architectural Control Committee in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for Boulder Ridge subdivision. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Architectural Control Committee and delivered by certified mail to the party claiming the benefit of such waiver.

23. ADDITION OF OTHER REAL PROPERTIES BY DECLARANT.

a. During the term of this declaration, the Declarant may from time to time subject additional real property to this declaration. Additional real property need not be denoted "Boulder Ridge" on its subdivision or partition map. The addition shall be effective upon the recording of a notice of addition of real property as set forth below. The provision of this declaration shall fully apply to such added land with the same effect as if it were originally covered by this declaration, unless the notice specifically states otherwise.

b. The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this declaration stating the date of recording and the recording information.
(2) A statement that the provisions of this declaration or some specified part thereof shall apply to such added real property; and
(3) A legal description of the additional real property.

24. ENFORCEMENT.

This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in the Boulder Ridge subdivision. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition. In the event that

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legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

DATED: This 29th day of July, 1997.

BOULDER RIDGE, INC.

By: PAT G. BAUER
Its: President

STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on July 29th, 1997, by Pat G. Bauer as President of Boulder Ridge, Inc.

OFFICIAL SEAL
KRISTIE L. HENDERSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 036548
MY COMMISSION EXPIRES JUNE 15, 1998

Notary Public for Oregon.
My commission expires June 15, 1998

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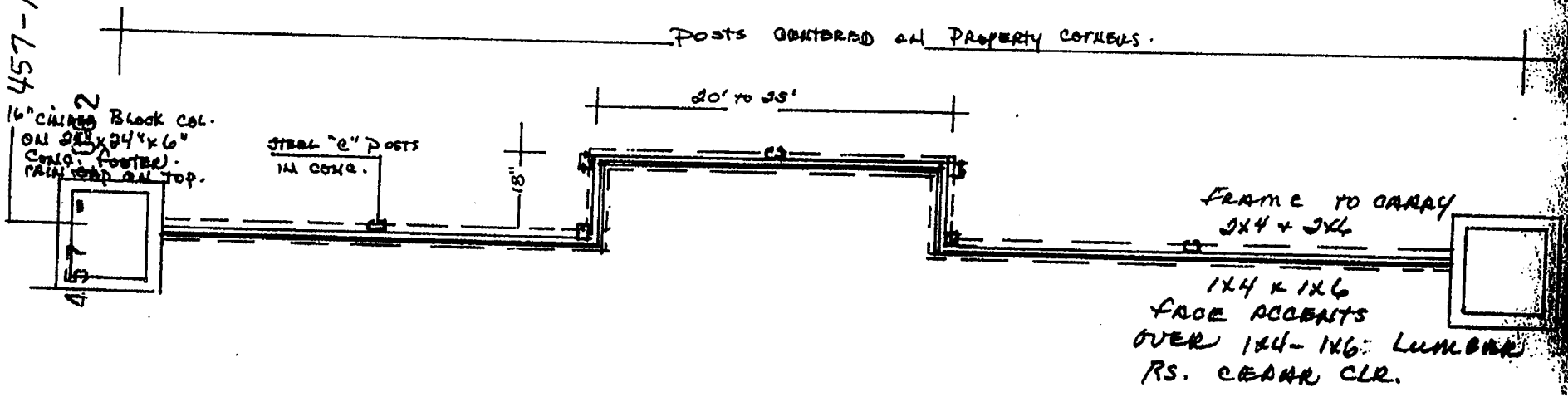
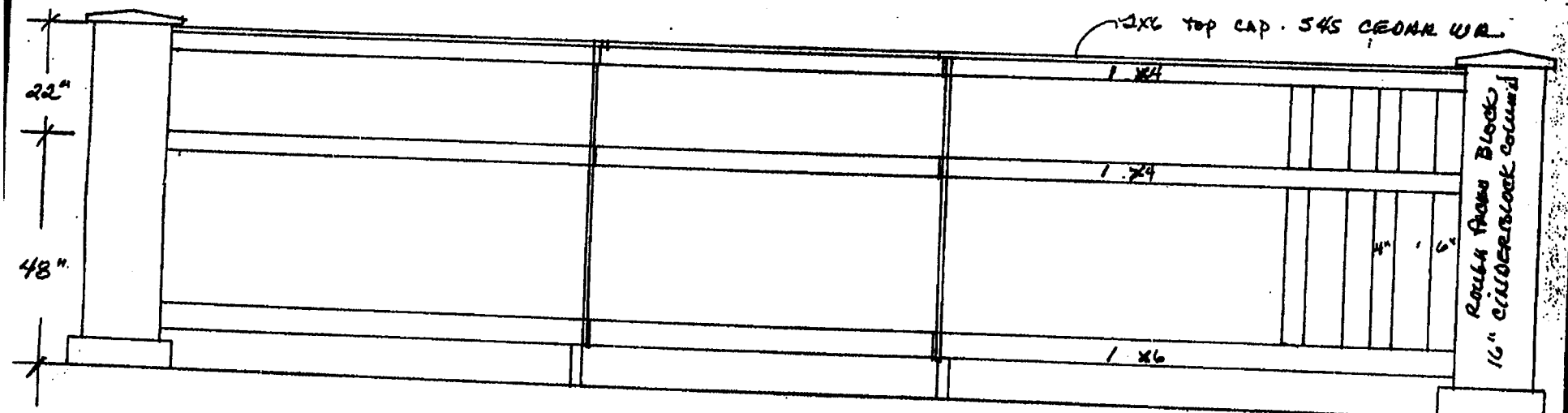
457-1062

ATTACHMENT "A" PERIMETER FENCE BOULDER RIDGE DEVELOPMENT. PHASE 1





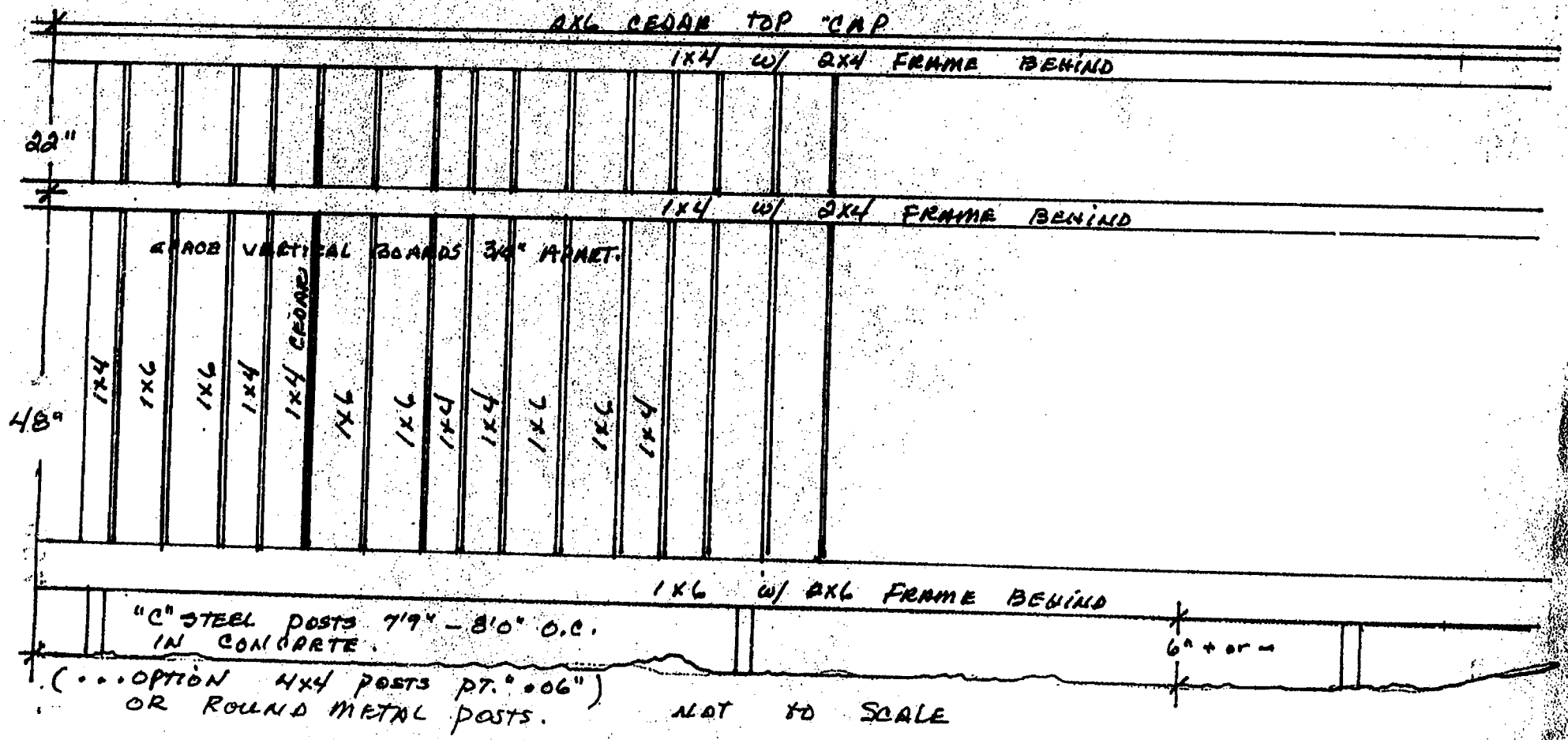
SPACE VERTICAL BOARDS APART 3/4"

NOT TO SCALE

ATTACHMENT "B" FENCE STYLES
BOULDER RIDGE DEVELOPMENT — INTERIOR LOT FENCING

457 - 1063

OPTIONAL: PATTERN LAYOUT for VERTICAL 1x CEDAR, 1x6 ALL BOARDS. (FINAL PATTERN MAY VARY FROM DRAWING).



STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND RECORDER OF CONVEYANCES, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECORDED THIS DAY:

97 AUG -5 PM 4:03

MARY SUE PENHOLLOW
COUNTY CLERK

BY. A Pattison DEPUTY

NO. 97-27697 FEE 65-

DESCHUTES COUNTY OFFICIAL RECORDS

457 - 1064