

DESCHUTES COUNTY OFFICIAL RECORDS
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BRIER RIDGE SUBDIVISION

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These Covenants, Conditions and Restrictions are made this 1st day of October 2003, by Northstar Developers, Inc., an Oregon Corporation, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon, described in Exhibit "A", attached hereto and incorporated by reference herein.

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The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as Brier Ridge Subdivision, hereinafter referred to as Brier Ridge Subdivision.

Brier Ridge Subdivision is being developed as a residential community. Except where this Declaration for Brier Ridge Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 Brier Ridge Subdivision. The term "Brier Ridge Subdivision" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant. The term "Declarant" shall mean Northstar Developers, Inc., an Oregon Corporation, or its successors in interest.

1.3 Lot. The term "Lot" shall mean each Lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.4 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Brier Ridge Subdivision.

1.5 Homesite. The term "Homesite" shall mean a Lot as defined herein.

1.6 Owner. The term "Owner" shall mean and refer to either all holders of fee title to any Lot, or any other person or persons entitled to possession of the Lot pursuant to a contract or lease.

1.7 Improvements. The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.8 Streets. The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Brier Ridge Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Recorded By
Western Title & Escrow Co.
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Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIER RIDGE SUBDIVISION

2.1 General Declaration Creating Brier Ridge Subdivision. Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Brier Ridge Subdivision run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor.

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of Parcels within such added land shall be the same as in the case of the land described in Exhibit "A".

(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 where the Declaration is recorded.
- (2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.
- (3) A legal description of such added real property.
- (4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

Section 3. CONSTRUCTION STANDARDS

3.1 Fences and Walls. Any fence or wall constructed in any area on a Residential Lot shall be no higher than 6 feet. The height of the fence shall be measured from the finished grade along the bottom of the fence. Fences placed on retaining walls shall be measured from the bottom of the retaining wall unless the top of the wall does not exceed by more than six inches the height of the finished grade of the soil being retained. Any fence or wall constructed in front of the Dwelling shall be no higher than three feet. Any fences higher than 3' constructed along a public sidewalk shall be set back a minimum of 2 feet from said sidewalk, and the strip between sidewalk and fence shall be landscaped and maintained by Owner in proper fashion. Under no circumstances shall any chain-link or barbed wire fences be erected, except for security purposes during construction or reconstruction of a Dwelling. All fences shall be maintained in good condition and repair. Fencing erected by an Owner or the Declarant along the side or rear of any lot, which faces onto any public street shall be maintained in good condition by the Owner of the Lot. No such owner shall allow the boards or masonry of such fence to become broken or dilapidated.

3.2 Outbuildings. The construction of any outbuilding, shed or shop on any Lot shall be permitted so long as the following conditions are met:

1. Plans for said structure shall have been submitted to and approved by Declarant or their successors.
2. Owner shall obtain a building permit from the City of Bend, if such permit is required.
3. The materials of the exterior of the outbuilding are the same as those used on the Dwelling (metal sheds are not allowed, except in side yards where fully screened by fencing).
4. The outbuilding is painted the same color as the Dwelling.
5. The outbuilding does not exceed ten feet in height.
6. The perimeter of the outbuilding is set back at least five feet from any property line.
7. No outbuilding shall be permitted between the street and front of any Dwelling.

No dog run or dog kennel shall be built unless it is fully screened by perimeter fencing as provided above, and is no taller than 6 feet.

3.3 Construction Time Frame. All work of construction being performed on a Residential Lot shall be prosecuted diligently and continually from the time of commencement of construction until the same shall be fully completed, excepting therefrom causes beyond the control of the Lot Owner, such as strikes, Acts of God, etc. The Owner of a Lot where a building structure has been damaged or destroyed by fire or other calamity shall cause such structure to be repaired or restored within a reasonable time, commencing within four months after the damage occurs, and be completed within one year thereafter, unless prevented by causes beyond Owner's reasonable control. This obligation shall be for the purpose of preventing unsightliness caused by such damage or destruction and any resultant health or safety problems to other Owners or occupants within the Property or neighborhood.

Section 4. ARCHITECTURAL CONTROLS.

4.1 Declarant Control. Until all of the Residential Lots for sale in the Project by Declarant have been sold, no Dwelling, building, fence or other improvement or structure of any kind shall be commenced, erected, placed, altered or painted until the same has been approved in writing by Declarant. Declarant may at its sole discretion, withhold consent to any proposed work if Declarant finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Developer intends for Brier Ridge Subdivision.

4.2 Plan Review. Complete plans and specifications showing the nature, kind, shape, color, size, height and materials and location of such improvements, alterations, etc., shall be submitted to Declarant for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding Project structures, topography, and finish grade elevation. No plans will be approved until all required aspects of said plans are submitted.

4.3 Approval. Within 30 days following the receipt of complete plans and drawings, Declarant shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for Brier Ridge. In the event the owner is not notified as to the conformity of the plans within the 30-day review period, the plans are conclusively presumed to be approved as submitted. No work may be performed relating to any improvement unless and until Declarant has approved all aspects of all required plans. Any site plans, construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any improvement in Brier Ridge must bear the prior written approval of Declarant.

4.4 Inspection. All work referenced above shall be performed in strict conformity with the plans and drawings approved under Paragraph 4.3 above. Declarant or his agents 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 all work, if, in good faith, Declarant believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

4.5 Waiver. Any condition or provision of Paragraphs 4.2 through 4.4 above may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standard for Brier Ridge. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under Paragraphs 4.2 through 4.4. 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 Declarant.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or repaint the interior of a residence.

Section 5. USE RESTRICTIONS.

5.1 Lease of Dwelling. Each Owner shall have the right to lease his Dwelling, provided that each tenant is given a copy of the CC&Rs, and that such lease is in writing and provides that the tenant shall be bound by and obligated to the provisions of this Declaration, and the failure to comply with the provisions of this Declaration shall be a default under the lease. No lease shall have a term of less than 30 days.

5.2 Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to unreasonably disturb other occupants or other Residential Lots.

5.3 Signs. Signage on any Residential Lot shall be limited to one "for sale" or "for rent" sign not exceeding 6 square feet in area. Anything contained in this Declaration to the contrary notwithstanding, until all of the Residential Lots for sale in the Project by Declarant have been sold, Declarant shall have the right to install and maintain such signs and advertisements as it deems appropriate in connection with its sales, financing, or construction program for the sale to the public.

5.4 Antennas, Satellite Dishes, Etc. No television, radio or satellite antennas or other devices shall be placed on any Residential Lot. A single satellite dish shall be permitted on a Residential lot, provided that it is an earth tone or gray in color and not exceeding 3' in diameter.

5.5 Pets. Owners and occupants may keep and maintain such pets as may be permitted by City and County zoning ordinances, provided that they are not kept, maintained or bred for any commercial purposes. The foregoing notwithstanding, no pets may be kept on the premises that result in an annoyance or are obnoxious to any other Owner or occupant. Owners shall prevent their pets from

soiling all portions of the City street areas where other persons customarily walk and shall promptly clean up any mess left by their pets.

5.6 Vehicle Restrictions. Owners and occupants may keep and maintain such vehicles on their Residential Lots as may be permitted in accordance with the codes, ordinances and statutes of the City. No vehicles, boats, campers, trailers or other recreational vehicles shall be permitted to remain parked on the street or any front yard area of a Residential Lot, except for paved driveways or adjacent graveled parking areas opposite the driveways from the house, for any period in excess of four days. Declarant, however, may maintain trailers or temporary structures within the Project that are incidental to the completion of the Project. No Owner may engage in any vehicle restoration or maintenance work beyond any continuous period of 72 hours, unless such work is performed within an enclosed garage.

5.7 Improvements. Each Residential Lot within Brier Ridge Subdivision shall be maintained in clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Yards must be improved and landscaped not later than 6 months from occupancy or initial sale thereof. Each owner is responsible for the planting, watering and maintaining of the planting strip between the Lot and the street. Maintenance shall include, without limitation, regular painting of the exterior surfaces of the Dwelling, fences and outbuildings, repair and replacement of plant materials and irrigation systems as necessary, and general cleanup of the landscaped areas to keep a clean, safe and sanitary condition necessary to preserve the attractive appearance of each Lot and Dwelling and to protect the values of the entire Property.

5.8 Garbage and Refuse Disposal. No rubbish or debris of any kind shall be placed or permitted by an Owner to accumulate upon or adjacent to any Lot. Trash, garbage and other waste materials shall be kept in sanitary containers designed for such purpose, and all such equipment shall be kept in clean and sanitary condition and kept screened and concealed from view of other Lots and from the streets.

5.9 Mobile Homes. Mobile homes of any kind are not permitted in Brier Ridge Subdivision for residential purposes.

5.10 Offensive Activities and Conditions. Do noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners other than construction or repair of improvements, as may be permitted by law.

Section 6. EASEMENTS.

6.1 Canal Easements. Certain lots within Brier ridge are subject to recorded easements. These are exclusive easements for the installation, maintenance and repair of underground canals. Any landscaping or fencing placed upon the easement strips shall be done only in accordance with the applicable standards specific to that easement. Declarant shall not be responsible for restoring any improvements located within said easements in the event that beneficiary of said easement requires access into that easement.

6.2 Utility Easements. Each Owner agrees, by acceptance of deed, that his or her Residential Lot is granted subject to an easement for utility installations and maintenance. Whenever utility facilities installed within the Project, or any portion thereof, lie in or upon a Lot owned by Other than the Owner of a Lot served by said utility facilities, the Owners of any Lots served by said utility facilities shall have the right of reasonable access for themselves or for utility companies, the City or the

County of Deschutes to repair, replace and generally maintain said utility facilities as and when the same may be necessary.

6.3 Drainage & Slopes. There shall be no interference with or obstruction of the established surface drainage pattern over any Lot within the Project, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Declarant and the Engineering Department of the City. Any alteration of the established drainage patterns must at all times comply with all applicable government ordinances. Declarant hereby reserves for itself and its successive owners, over all areas of the Project, easements for drainage from slope areas and drainage ways constructed by Declarant.

6.4 Easements to Declarant. There is hereby reserved to Declarant, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations set forth in this Declaration.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION.

7.1 Duration. The Covenants, Conditions and Restrictions of Brier Ridge Subdivision shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of the Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless terminated within one year prior to the successive expirations as set forth above.

7.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any part thereof upon the written consent of the owners of 75 per-cent of the lots subject to these Restrictions. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

7.3 Declarant Approval. Notwithstanding anything contained in this Declaration to the contrary, for so long as Declarant owns a Residential Lot in the Project, any termination, extension, modification or amendment to these Covenants, Conditions and Restrictions shall require the approval in writing of the Declarant.

Section 8. ENFORCEMENT.

8.1 Right to Enforce. Any Owner, the Declarant, or any successors in interest of the Declarant shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, reservations, liens or charges now or hereafter imposed by this Declaration. 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. Nothing in these CC&Rs imposes a duty upon any Owner, or the Declarant, to enforce any provision of these CC&Rs. Moreover, upon the sale of all Lots within the Property, Declarant will discontinue any enforcement actions under these CC&Rs.

8.2 Failure to Enforce. Failure by the Declarant or any Owner to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Each remedy provided by this Declaration shall be cumulative and not exclusive. Notwithstanding anything to the contrary in this Declaration, Declarant shall not be responsible for enforcing any element of the Declaration.

8.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth. This Declaration shall be governed by and construed under the laws of the City of Bend, State of Oregon and the County of Deschutes.

8.4 Invalidation. Invalidation of any one of the foregoing Covenants, Restrictions, or Conditions or any portion hereof by court order, judgment, or decree shall in any way affect any of the other remaining provisions hereof, which shall, in such case, continue to remain in full force and effect.

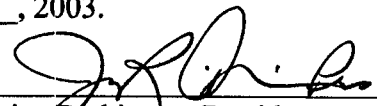
8.5 Prevailing Party. In the event that legal suit or legal action or arbitration is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration by any Owner or Owners, the prevailing party shall utilize not less than 90% of the amount actually awarded, if any, as a result of such process solely and exclusively for the construction, reconstruction, repair or replacement of such Owner or Owners' property. In such proceeding, there shall be no award in excess of the total costs of such repair, improvement or replacement, save the prevailing party's attorney fees and costs of suit.

8.6 Attorney Fees. In the event that legal suit or 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.

Section 9. EFFECT OF DECLARATION

9.1 The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Brier Ridge Subdivision and shall bind, benefit and burden each Lot in Brier Ridge Subdivision. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot, their successors, assigns, heirs, administrators, executors, mortgages, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in Brier Ridge Subdivision. The use restrictions and regulations set forth in Section 4 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the Property known as Brier Ridge Subdivision and their successors in interest as set forth in this declaration, including any person who holds such interest as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

DATED this 1 day of Dec, 2003.



Jessica Dickinson, President
NORTHSTAR DEVELOPERS, INC.
An Oregon Corporation

STATE OF OREGON)

) s.

County of Deschutes)

The foregoing instrument was acknowledged before me this 1st day of December, 2003, by Jessica R. Dickinson

Tara A. Thompson
Notary Public for Oregon
My Commission Expires:

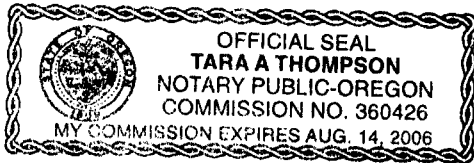


EXHIBIT A

Lot 1-Lot 22, Brier Ridge, Deschutes County, Oregon

BRIER RIDGE

PLAT #

LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 SECTION 23, TOWNSHIP 17 SOUTH,
RANGE 12 EAST, WM, CITY OF BEND, DESCHUTES COUNTY, OREGON

