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After recording return to:  
Steve R. Martin  
PO Box 7076  
Bend, OR 97702

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2004-65369



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### Declaration of Covenants, Conditions & Restrictions for Broken Horn

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This Declaration made this 28<sup>th</sup> day of October, 2004 by Steve Martin Construction, INC. hereinafter called "Declarant".

**WHEREAS**, the undersigned is the owner of that certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

Broken Horn Subdivision of Deschutes County, Oregon.

**NOW, THEREFORE**, the undersigned hereby declare that all of said property is and shall be held, sold, and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability, and aesthetic quality of said property. These conditions, covenants, restrictions, reservations and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein:

#### USE AND OCCUPANCY

##### 1.1 LAND USE AND BUILDING TYPE

Applicable to all lots, no residence shall be constructed or maintained on any lot or building site other than on single family dwelling, not to exceed two stories above grade, together with an attached garage for not less than 2 cars. No residence shall have a total floor space of less than 1,100 square feet, exclusive of garages, if the residence consists of one story. Residences having two stories or daylight basements shall have not less than 400 square feet on the main floor level and shall contain a total of not less than 1,200 square feet. Split-level residences (i.e. tri-level) shall be considered a one store within the meaning of this covenant. Each residence shall have a minimum of two off-street parking spaces. A variance of up to 15% will be granted for unique circumstances and problem lots. The architectural review committee will make all final determinations for variances approved under this provision.

##### 1.2 ROOF AND SIDING

All residences must have Comp shingles or better. The structures shall have siding materials i/e. double construction on Front Siding may be Cedar, Breckenridge, or Stone. Declarant reserves the right to grant variances for roof and siding materials so long as the substitution is to be equal or of greater quality than those specified herein. No vinyl or metal siding or roofing materials will be allowed. All roof pitches will be 5/12 minimum.

### **1.3 RUSTIC EXTERIORS**

- a. Color must be approved by the Site Review Board on exteriors of all buildings.
- b. Conformity to other dwellings.
- c. All roofs to be architectural composition or better with color to be approved by Site Review Board.

### **1.4 UTILITIES**

All telephone, power lines, natural gas and television cable connections shall be placed underground. Television antennas and satellite dishes above the roofline are expressly prohibited.

### **1.5 COMPLETION AND OCCUPANCY TIME**

Construction of the dwelling shall be substantially completed within six months from start of construction. No dwelling shall be occupied until an occupancy permit by the City of Bend has been issued.

### **1.6 SIGNS**

No sign of any kind shall be displayed to the public view on any lot or property except:

A professional sign of not larger than 18" X 24" advertising the property for sale. This does not apply to signs used by the builder during construction and sales period. A sign on a lot showing the name of the owner thereof may be displayed without prior written approval of the developer, but the developer reserved the right to require the removal of any sign that does not comply with reasonable standards.

### **1.7 NUISANCE AND ANIMALS**

No noxious or offensive activity shall occur on any lot, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood, No animals of any kind shall be bred or raised for commercial purposes.

### **1.8 FENCES**

There shall be no windbreak hedges or fence of any kind that is higher than six feet above the level of ground. Said fence shall not extend beyond the front of the house and shall not impair visibility in either direction at cross streets, and in any case must be maintained properly at all times. All fences are to be white vinyl or wood. Other fence types may be permissible but must be approved by Declarant. No cyclone/metal mesh fences of any kind will be permissible.

### **1.10 LANDSCAPING**

Each property shall have the front yard landscaped and maintained in a clean attractive condition, with 2 street trees per house, as follows: ~~...~~ Lawns are to be watered, mowed, and trimmed on a timely basis. No property owner shall litter their property with wood, paper, equipment, metal objects or other objects. (i.e. car or other vehicle parts), thus causing a visual disturbance to the continuity of the neighboring properties.

### **1.11 TEMPORARY STRUCTURES OR MOVING RESIDENCES**

All residences are to be site built, wood frame structures.

### **1.12 GARBAGE AND REFUSE DISPOSALS**

No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. 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.

### **1.13 PARKING AND STORAGE OF EQUIPMENT**

Parking and storage of boats, trailers, truck-campers, motor homes and like equipment shall be allowed so long as they are kept in the driveway, garage or side of house, of said residence and they are to be obscured by fence, gate etc. The following exceptions shall be applicable.

- a. No equipment owned, rented, borrowed or under the control of the occupant of the dwelling shall be allowed to be parked on the streets adjacent thereof for the purpose of repairs, maintenance or convenience for a period not to exceed five (5) days in any one twenty (20) day period.
- b. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than on single family dwelling and a private garage for not less than two (2) cars. This provision shall not be deemed to prohibit the construction of a storage unit for personal use so long as the unit is designed and constructed of similar materials and colors as the residence on the lot, and is screened from view of neighboring lots. Storage units shall not exceed eight (8) feet. Storage units shall be constructed in conformance with all applicable municipal and other laws and regulations.

### **1.14 EROSION CONTROL**

Each lot is subject to the state, county and city ordinances regarding erosion control, prior to construction and during construction. Owners will be responsible for maintaining their lot in compliance with the ordinances of the City of Bend.

### **MISCELLANEOUS PROVISIONS**

## **2.1 AMENDMENT AN TERM**

The conditions, covenants and restriction shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) days from the date of recording and shall be automatically extended for successive ten (10) year periods. However, if at any time it appears to the advantage of the subdivision that the conditions, covenants and restrictions herein set forth should be altered, then in that case, any change desired may be made by recording an instrument setting forth said change executed as follows:

- a. During the development and building period any change desired shall be by special permission granted by the Declarant and by an instrument signed and recorded by him.
- b. After the development and building period of five (5) years from the date this declaration is recorded, whichever occurs first, any desired change shall be made by recording an instrument setting forth said change signed by a majority of the owners of the lots in said subdivision.

## **2.2 ENFORCEMENT**

Each owner shall strictly comply with all laws of the State of Oregon and Deschutes County and with every rule of the administrative agencies, which are now or may be in effect. Each owner of a lot and/or occupant of a dwelling unit shall comply with the provisions of this Declaration. Failure to comply with any such provisions shall be grounds for an action for injunction relief or for such other relief as may be provided bylaw, the prevailing party being entitled to attorney's fees arising out of said dispute of any legal proceedings resulting therefrom.

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

## **2.3 NOTICE**

Any notice of other document permitted or required by this Declaration must be in writing and must be delivered by mail to the lot Owner. Delivery by mail shall be deemed to have occurred as of twenty-four (24) hours after having been deposited with postage prepaid, addressed to the Owner and/or occupant at the address given at the time of purchase of a lot.

## **2.4 POWER OF ATTORNEY**

By accepting a conveyance of lot(s) in Broken Horn each owner thereby appoints the Declarant as the owners attorney in fact for the limited and sole purpose of voting on behalf of each owners attorney in fact for the limited and sole purpose of voting on behalf of each owner in favor of amendments to the Declaration in order to comply with the requirements of the Federal Housing Administration, the Veterans Administration, the National Federal Home Mortgage Corporation, and department, bureau, board, commission or agency of the United States, or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the

United States or the State of Oregon which insures, guarantees or provides financing for lots. Such power of attorney shall be irrevocable for a term equal to the period that Declarant owns one or more lots in plat.

## 2.5 AMENDMENTS

The "Declarant" reserves the right to Amend these covenants, conditions and restrictions as needed at any time until 75% of the lots in Broken Horn have been sold.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed by its duly authorized officer signed this 28 day of OCT., 2004.

Steve Martin Construction, INC

A handwritten signature in cursive script, appearing to read "S. Martin", is written above a horizontal line.

Steve Martin, Owner

STATE OF OREGON )

COUNTY OF Deschutes )

On this 28<sup>th</sup> day of October, 2004, personally appeared before me, Nichole Brown, who being duly sworn, states he is Steve Martin of Steve Martin Construction Inc, the above named INC and that the foregoing instrument was signed and sealed on behalf of said INC and he/she acknowledged said instrument to be the voluntary act and deed of said INC. Personally known to me to be the person(s) whose names(s) is (are) subscribed to this instrument, and acknowledged that he executed the same.

Nichole Brown

Notary Public of Oregon

My Commission expires: \_\_\_\_\_

