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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROOKSWOOD ESTATES**

These Covenants, Conditions and Restrictions are made this 10 day of November 1997, by CHARLES RICHTER, hereinafter referred to as "Declarant", as owner of the real property City of Bend, Deschutes County, State of Oregon, described as follows:

PARCEL ONE: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, BROOKSWOOD ESTATES, City of Bend;
taxlots 18-12-08BO-200, 201, 202, 203, 204, 205, 206, 207 and 208.

PARCEL TWO: Parcel 3 of Partition Plat No. 1992-54, filed October 29, 1992, being a portion of Tract Nine (9) of BLAKLEY HEIGHTS, Deschutes County, Oregon; 18-12-08BO-0300.

The property described is hereby subject to these Covenants, Conditions and Restrictions and will be known as BROOKSWOOD ESTATES.

BROOKSWOOD ESTATES is being developed as a private residential subdivision. Except where this Declaration conflicts with any applicable government regulation, the Declaration shall be binding upon all 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 requirement set by applicable zoning ordinance of City of Bend, Deschutes County, the more restrictive standard or requirement of the applicable governmental ordinance shall apply.

Section 1. DEFINITIONS:

1.1 *ARC*: The term "ARC" shall mean the Architectural Review Committee established as set forth in these Covenants.

1.2 *Declarant*: The term "Declarant" shall mean Declarant, or the successors in interest which includes the Owner's Architectural Review Committee.

1.3 *Declaration*: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for BROOKSWOOD ESTATES.

1.4 *BROOKSWOOD ESTATES*: The term "BROOKSWOOD ESTATES" shall mean BROOKSWOOD ESTATES.

1.5 *Improvements*: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls, stairs, decks, hedges, windbreaks, planting, planted trees or 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.

1.6 *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 or plat amendment.

1.7 *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.

1.8 *Plat*: The term "plat" shall mean the recorded plat of BROOKSWOOD ESTATES as recorded in the Official Records of Deschutes County and any subsequent recorded amendment.

1.9 *Streets*: The term "streets" or "street" shall mean any street, highway or other thoroughfare within or adjacent to BROOKSWOOD ESTATES 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.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSWOOD ESTATES:

General Declaration Creating BROOKSWOOD ESTATES: Declarant hereby declares that all of the real property located in City of Bend, Deschutes County, Oregon described herein 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 BROOKSWOOD ESTATES 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.

Section 3. ARCHITECTURAL CONTROLS:

3.1 *Approval Required*. No improvement shall be erected, placed, altered, maintained or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant and any appropriate governmental entity. All approvals shall be in conformance with the building site established on each lot by Declarant.

3.2 *Procedure*. Any Owner proposing to construct any improvements within BROOKSWOOD ESTATES (including any exterior alteration, addition, destructions, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Requirements. The following requirements shall be met. Any Owner proposing to use, improve, or develop real property with BROOKSWOOD ESTATES shall submit the following items for review:

3.3.1 Site Plan. A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.

3.3.2 Architectural Plans. Professionally prepared architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be 1/4 inch = 1 foot or larger. Color samples and material samples shall be provided upon request of the Declarant.

3.3.3 Landscape Plan. A landscape plan professional in appearance showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

3.3.4 Materials. No used materials shall be permissible on exterior surfaces. Exposed masonry will normally be limited to local stone. Concrete, concrete block, stucco, and brick may be used with specific approval of Declarant.

3.3.5 Exterior Lighting. Exterior lighting shall be of a type and so placed to eliminate glare and annoyance to adjacent property Owners and passersby. Exterior lighting shall not be continuously used as to cause a nuisance or annoyance to adjacent property Owners. Owners shall provide one security light at the Owner's driveway entrance to the property pursuant to a design to be submitted to Declarant for approval.

3.3.6 Driveways. Driveways shall be of concrete, concrete pavers or asphalt.

3.3.7 Manufactured or Modular Housing. Manufactured Homes, Mobilehomes, Prefabricated or Modular Housing shall not be permitted.

3.3.8 Existing Dwellings. Any dwelling constructed and suitable for occupancy at the time these Covenants are recorded shall be deemed a "noncomplying dwelling". A noncomplying dwelling shall not be required to be modified to be in conformance with these Covenants. Any alteration or enlargement of a noncomplying dwelling shall be performed in a manner to comply with these Covenants. If the noncomplying dwelling is destroyed by any cause to an extent exceeding 50 percent of the appraised value of the dwelling as determined by the records of the Deschutes County Assessor for the year preceding destruction, a future or replacement dwelling shall conform to these Covenants.

3.4 Plan Review. All plans and drawings identified in paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in an amount to be determined by Declarant from time to time. No plans shall be reviewed until the architectural review fee, if any, is paid in full and all items specified in this section are submitted. Within 30 days following receipt of such plans and drawings, and the full amount of the architectural review fee, Declarant shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for BROOKSWOOD ESTATES. 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. In the event any of the plans do not conform to the BROOKSWOOD ESTATES development concept, the Owner shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans and drawings requiring governmental approval are submitted to and approved by the City of Bend in connection with the construction of any improvement in BROOKSWOOD ESTATES and the plans and drawings must bear the signature showing prior written approval of Declarant.

3.5 Architectural Guidelines. The development concept for BROOKSWOOD ESTATES shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guidelines setting forth various aspects of the development concept, in addition to the Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guideline without prior notice to any part; provided, however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration. The ARC may not change the development guidelines except by amendment to these Covenants.

3.6 Inspection. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within BROOKSWOOD ESTATES shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant 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 it believes that any such work is nonconforming. In the event that it is determined in good faith by Declarant that certain work is nonconforming, a stop work notice may be issued, without necessity of court order, which shall require the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming 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.

3.7 Waiver. Any condition or provision of paragraphs 3.2 through 3.6 above, may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the

development concept and development standards for BROOKSWOOD ESTATES. 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 3.2 through 3.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waive 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 and delivered to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS ON USE OF PROPERTY:

4.1 Occupancy. No Owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than an allowed residential use for one single family residence as provided by the applicable ordinances of City of Bend or except as provided in these Covenants. No property shall be rented or leased for periods of less than twenty-eight (28) days.

4.2 Improvements. Each lot within BROOKSWOOD ESTATES shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, and other service facilities located on the lot shall be screened from view in a manner approved by Declarant.

4.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of Declarant.

4.5 Offensive Activity. No offensive activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other Owners.

4.6 Signs. No sign of any kind shall be displayed to public view on or from any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of political signs on any lot by the Owner or a subdivision entrance sign placed by the Declarant.

4.7 Exterior Lighting or Noise Making Device. No exterior lighting or noise making device shall be placed on a lot or any portion thereof with the Declarant's prior written consent.

4.8 Antennas. No television antenna, radio antenna, satellite antenna, or other receiving or transmitting device shall be placed on any lot without the Declarant's prior written consent. Satellite antennas shall be screened from view and may not be placed on roofs or in front yards except as allowed by Declarant should size or screening render the antenna nonobtrusive.

4.9 *Limitation on Transfer.* No Owner shall transfer either by conveyance, contract of sale or lease any interest in the Owner's lot which would result in ownership of such lot being held by more than ten persons.

4.10 *Manufactured, Modular and Mobile Homes.* No manufactured dwelling, modular home, house trailer, mobilehome, tent, shack, prefabricated structure, barn or any outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot. Garden sheds of less than 50 square feet and properly maintained shall be allowed.

4.11 *Utilities.* No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities without prior written consent of Declarant.

4.12 *Parking.* Camping trailers, trucks, boats, and boat trailers or similar vehicles or trailers may not be parked or placed on any lot for any extended period over three days outside of an enclosed garage or other permitted screened enclosure. Motorhomes and campers shall not be parked or placed outside a screened enclosure for more than seven days in a calendar year. No parking of any motor vehicle or other items described in this subsection shall be allowed on the roadway described in Exhibit 2.

4.13 *Open Burning.* No open burning of any type shall be allowed.

4.14 *Construction Standards.* No structure shall be erected, altered, placed or permitted to remain on any lot which, in the opinion of Declarant, does not comply with the following standards:

4.14.1 *Minimum Size.* No residence of less than 1300 square feet of living space, exclusive of garage, porches and breezeways, shall be permitted to be erected on any lot.

4.14.2 *Roofs.* All roofs shall have not less than a 5 in 12 pitch and be covered with composition shingles (Arc-80 or better) or earth tone concrete or clay tiles.

4.14.3 *Height.* No building shall be higher than 28 feet.

4.14.4 *Garage.* Each residence shall have at least one private garage for no less than two automobiles. No Owner shall have more than three vehicles for the use of the occupants of Owner's lot parked outside of the garage, outside of a permitted screened enclosure, as part of the Owner's or occupant's regular practice. No parking of any motor vehicle or other items described in this subsection shall be allowed on the roadway described in Exhibit 2.

4.14.5 *Completion of Construction.* The construction of any building on any lot, including private lot drainage, painting, and all exterior finish, shall be completed within four (4) months from the beginning of construction so as to present a finished appearance when viewed from any angle. Within thirty (30) days of occupancy, all Owners shall install drapes or blinds in the windows of the residence which are visible from the street. Sheets and other temporary

methods are not allowed. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Declarant.

4.14.6 Landscape Completion. All landscaping must be completed within ninety (90) days after the date the exterior of the residence is completed. The front yards shall be complete with grass and planting beds. Rear and side yards must be planted with grass, barkdusted, or fenced. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Declarant.

4.14.7 Fences and Hedges. The maximum height of a fence on any lot shall be six (6) feet, or less if determined by Declarant in order to maintain the harmony of the development. No fence shall be placed forward of the front setback line for the residence. All fences shall be of wood or chain link with wood slats. No fence, hedge, or shrub that obstructs sight lines at elevations between two and six feet above the roadway 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 twenty-five (25) feet from the intersection of the street lines. No fence, site obscuring hedge or shrub or wall shall be erected without prior written approval of the Declarant.

4.14.8 Exterior Materials and Finish. Exterior materials must be approved for use by the Declarant as set forth in these covenants. The exterior finish of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the existing structures, and landscaping with BROOKSWOOD ESTATES. Exterior colors must be approved by the Declarant as set forth in these covenants. 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 structures they adjoin.

4.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of a reasonable number (not to exceed any combination of three) of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

4.16 Commercial or Business Use. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any lot, excepting the right of any homebuilder and Declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a sales office or model home for purposes of sales in BROOKSWOOD ESTATES. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining a personal professional library, keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in the Owner's home. This provision shall not be construed so as to prohibit the rental or leasing of any residence unit for periods of more than 28 days. This provision shall not be construed so as to prohibit an Owner from parking one vehicle used in the Owner's business in Owner's garage or other permitted screened enclosure.

4.17 *Vehicles in Disrepair.* No Owner shall permit any vehicle which is in an unreasonable state of disrepair to remain parked or to be abandoned upon any lot for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "unreasonable state of disrepair" when due to its continued inoperability or significant damage, reasonably offends the occupants of BROOKSWOOD ESTATES or Declarant. This provision shall not be construed as to prohibit Owner from storing a vehicle in an unreasonable state of disrepair inside Owner's garage. No parking of any motor vehicle or other items described in this subsection shall be allowed on the roadway described in Exhibit 2.

4.18 *Private and Public Utility Easements depicted on Plat.* Easements for installation and maintenance of utility lines and drainage facilities are reserved as specified on the recorded plat of BROOKSWOOD ESTATES and shall continue in perpetuity. Said easements are intended to, and do attach to and run with the land affected herein.

4.18.1 *Adjoining Lots.* Adjoined lots as depicted on the plat, shall have an equal nonexclusive right to the use of that area of land for the installation and maintenance of utility lines. In addition by this covenant there is granted to all appropriate government agencies and public utility companies nonexclusive easements for the installation and maintenance of utility lines and the right of access needed to perform their duties.

4.18.2 *Indemnification and Restoration.* Owners of any easement shall require all workers and contractors undertaking maintenance work hereunder to maintain standard liability insurance in a reasonable amount from a reputable insurance company protecting each Owner. Each of the owners of an easement agrees to release and indemnify the Owners of the burdened lot against all liability for any injury, personal or property, to the owners of an easement, agents, employees, assignees or officers of said owners of an easement, when such injury or damage shall result from any maintenance undertaken pursuant to this agreement. It shall be the responsibility of the easement owner to restore the easement area to a condition equal to that which existed prior to any work performed in the easement.

4.19 *Setbacks.* Front and back yard setbacks shall be a minimum of twenty (20) feet. Any corner lot shall be deemed to have two front yards. Side yard setbacks shall be no less than the minimum established by the City of Bend for the zone in which BROOKSWOOD ESTATES is located.

Section 5. TERMINATION OF DECLARANT'S ROLE:

5.1 *Declarant's Control.* At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls within BROOKSWOOD ESTATES and at least 50% of the platted lots have been conveyed to persons other than Declarant, Declarant shall cause to be recorded in the official records of Deschutes, County, Oregon, a declaration stating that Declarant no longer desires to exercise any further controls over development in BROOKSWOOD ESTATES. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural landscaping, signing and lighting controls, as well

as any other duties of Declarant under this Declaration. At the time of termination of the Declarant's interest all rights given Declarant under these Covenants shall transfer to the Owners whether or not they form an ARC. Upon conveyance to persons other than Declarant of 75% of the platted lots within BROOKSWOOD ESTATES, Declarant's control shall automatically terminate and authority shall transfer to the ARC. Whether or not Declarant appoints the organizational committee and whether or not the Owners form an ARC, Declarant's role shall terminate upon said sale of 75% of said lots and Declarant shall have no further obligation or responsibility of any kind whatsoever excepting as an Owner if Declarant owns one or more lots.

5.2 *Formation of ARC.*

5.2.1 Upon formal termination of Declarant's control, Declarant shall form the BROOKSWOOD ESTATES ARCHITECTURAL REVIEW COMMITTEE (ARC). ARC shall be governed by a three person committee.

5.2.2 Within thirty days after the commencement date of ARC, three persons shall be selected by Declarant for the purpose of holding the organizational meeting. Persons eligible for the organizational committee shall be limited to Owners of any lot with BROOKSWOOD ESTATES. The organizational committee shall then conduct an election of the ARC. The three nominees obtaining the three highest vote totals shall constitute the ARC. All ARC members shall be Owners.

5.2.3 The total number of votes entitled to be cast for each ARC position shall be based upon the total number of lots within BROOKSWOOD ESTATES. Each lot Owner shall have the right to cast one vote for each lot owned for each director's position. No fractional votes shall be allowed. The ARC shall meet within ten days after their election and may at that time adopt any governing documents including guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls for BROOKSWOOD ESTATES.

5.2.4 Declarant shall be allowed one vote for each lot owned by Declarant until such time as the lot is conveyed to a person other than Declarant.

5.3 *Failure to Organize.* Should the Declarant or the appointed ARC fail to organize within sixty days of the expiration of the organizational period, any three Owners may, upon reasonable written notice to the other Owners meet and form as the ARC for the purpose of holding the organizational meeting. Notwithstanding a failure to organize, individual Owners may enforce these Covenants.

Section 6. DURATION AND AMENDMENT OF THIS DECLARATION:

6.1 *Duration.* The Covenants, Conditions and Restrictions of BROOKSWOOD ESTATES shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for therein) for a period 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 termination of this Declaration signed by Owners of not less than two-thirds of the lots then subject to 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 within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for BROOKSWOOD ESTATES are terminated as set forth above in this section.

6.2 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 with a written consent of the Owners of two-thirds of the lots subject to these Covenants. Prior to termination of Declarant's interest Declarant may amend these Covenants without the consent of any other Owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration. Further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant. Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 7. ENFORCEMENT:

7.1 This Declaration shall be specifically enforceable by Declarant, the ARC or the ARC's designee or by any Owner of any lot in BROOKSWOOD ESTATES. 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.

7.2 In the event that 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 from the losing party the prevailing party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

Section 8. EFFECT OF DECLARATION:

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in BROOKSWOOD ESTATES and shall bind, benefit and burden each lot in BROOKSWOOD ESTATES, including any additions thereto. 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 in BROOKSWOOD ESTATES, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title, or interest or use in or to any real property in BROOKSWOOD ESTATES. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as BROOKSWOOD ESTATES and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or lien or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

Section 9. DUES AND ASSESSMENTS:

Except by valid amendment to this Declaration, no dues and assessments shall be made by the ARC. No dues or assessments may be made against Declarant.

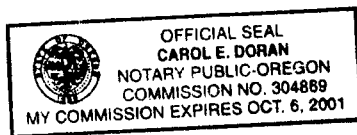
Charles Richter
CHARLES RICHTER

STATE OF OREGON)

) ss.

County of Deschutes)

The foregoing instrument was acknowledged before me by Charles Richter, this 10 day of Nov., 1997.



Carol E. Doran
Notary Public for Oregon
My Commission Expires:
10-6-2001

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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 NOV 10 PM 3:53

MARY SUE PENHOLLOW
COUNTY CLERK

BY: D. Richter DEPUTY
NO. 97-41954 FEE 55-
DESCHUTES COUNTY OFFICIAL RECORDS