

PLANNED COMMUNITY SUBDIVISION DECLARATION

FOR

CANYON POINT VI

A subdivision of Deschutes County, Oregon

THIS DECLARATION made on the date hereafter set forth above:

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:

Canyon Point VI Subdivision as platted in Book 2002, Page 39638, Plat Records of Deschutes County, Oregon.

NOW, THEREFORE, the undersigned hereby declare that all of the 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:

1. DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

- 1. "Building Site" shall mean and refer to a lot, or to any parcel or said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.
- 2. "Declarant" shall mean and refer to Sun Ridge Construction, Inc.
- 3. "Dwelling Unit" shall mean and refer to that portion of any structure, intended to be occupied by one family, as a dwelling under applicable zoning and building laws and restrictions.
- 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been construction or occupied.
- 5. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.
- 6. "Said Property" shall mean and refer to the certain real property hereinbefore described.
- 7. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line. These are established by the City of Redmond.

Declarant: Sun Ridge Construction, Inc.  
After Recording Return To:  
Sun Ridge Construction, Inc.  
PO Box 758  
Boring, OR 97009

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-39639



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## 2. USE OF LAND

No building or structure shall be created, constructed, maintained or permitted upon said property, except upon a building site, as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a single detached dwelling unit, except that appurtenances to any dwelling unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, and a permanent construction, may be erected within the building limits hereinafter set forth.

## 3. BUILDING COMPLETION

All buildings shall be complete and painted within six months from the time of construction thereof is commenced. Any variations due to hardship, shall be approved by the Architectural Control Committee.

## 4. ARCHITECTURAL CONTROL

1. No building, including incidental outbuildings, structure, improvements, obstruction, ornament, fence, wall, hedge, or landscaping shall be erected, placed or altered on said property, until construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the Architectural Control Committee to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, shown on a plat map, drawn to scale, (2) the exterior design, (3) exterior color scheme, (4) location of improvements on the lot, including driveway, parking areas, and (5) location of existing trees to be removed. These plans and specifications shall be left with the committee until 60 days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvements comply substantially with the plans and specifications submitted. In the event that the Committee shall determine that such improvements do not comply with such plans and specifications, it shall notify the property owner in writing within the 60 day period, whereupon the property owner shall within a 60 day period either remove such improvements or alter it so that it will comply with such plans and specifications.

2. The initial membership of the Committee shall be appointed by the Declarant.

3. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. One year after completion of construction of all dwellings on all building sites within this projects, two-thirds of the then recorded owners of the lots shall have the power by a duly recorded written instrument to change the membership of the Committee or withdraw from the committee or restore to it any of its powers and duties.

4. The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 after plans and specifications have been submitted to it in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, it shall be presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

5. Declarant, or their successors, assume no responsibility by virtue of approving any plan for the improvement, construction or alteration of any structure hereunder.

6. It shall be the duty of the owner or occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb or improved street, including public sidewalks within said area.

7. Neither the Architectural Control Committee nor any member thereof shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

#### 5. DWELLING UNIT CONSTRUCTION

1. No building may be erected on any of the said building sites unless sit contains a minimum of 1,500 square feet of floor area, exclusive of open porches, garages, garden houses and other appurtenances. In the case of a two-story dwelling, the minimum shall be a total of 1,800 square feet. On lots with constricted building pads, the Committee will consider exceptions to the minimum.

2. Siding material must of a good quality, specified as to type and approved by the Committee.

3. Exterior stain or paint colors shall be approved by the Architectural Control Committee. Windows shall be of wood or vinyl construction. All dwelling units shall have a double car garage or larger. Roofing shall be of wood shake or shingle, tile, metal shake, or a reasonable substitute acceptable to the Architectural Control Committee. Composition roofing shall be permitted but must be a laminated or dimensional shingle with a minimum life of 25 years. Roof colors must be approved by the Committee.

#### 6. EXISTING TREES

Every attempt shall be made to preserve existing trees. No tree of diameter greater than a six inch base located outside the building pad, may be removed without approval of the Architectural Control Committee.

#### 7. HEDGES, FENCES AND WALLS

1. No shrub, trees or bushes shall be allowed to grow to a height which unduly restricts the view from adjoining property and the Architectural Control Committee, at its discretion, after an investigation, may require an offending shrub, tree or bush to be pruned, trimmed or removed.

2. Fence material, style and location shall be approved by the Committee and be in compliance with the applicable codes of the City of Redmond.

#### 8. LANDSCAPING

All front yard landscaping must be completed within two months from the date of completion of the residence constructed thereon. A variance of an additional two months is available if unsuitable weather persists. The rear yard must be completed within one year of completion. Any variances to these time parameters must be approved by the Architectural Control Committee. Maintenance of the landscaping in an attractive condition is required.

#### 9. SIDEWALKS

Purchaser of building sites shall install, at purchaser's cost, concrete sidewalks to City standard and requirements.

#### 10. EASEMENTS

Said property shall be subject to mutual and reciprocal easements as shown on recorded plat.

## 11. PROPERTY USE RESTRICTIONS

1. Unless written approval is first obtained from the Architectural Control Committee, no sign of any kind shall be displayed to public view on any building or dwelling unit on said property except on professional sign of not more than five square feet advertising the property for sale or rent, or a sign used by the builder to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the builder or its agent may post a "sold" sign for a reasonable period following a sale.
2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose or do not become a nuisance.
3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerator or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from public view.
4. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, camper-truck, tent, garbage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.
6. No boats, trailers, (except pickups), campers or truck campers and like equipment, or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed areas except under such circumstances, if any, as may be prescribed by written approval by the Architectural Control Committee. All other parking of equipment shall be prohibited except as approved by the Architectural Control Committee.
7. No exterior antennas or aerials, shall be permitted unless required for reception, and then only if approved by the Architectural Control Committee. A satellite dish may be allowed, but specific approval as to size, location and screening must be obtained from the Architectural Control Committee prior to its installation.
8. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or structure, supporting said outdoor overhead wires, shall be erected, placed or maintained within said property. All Purchasers of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to the underground electric or telephone utility facilities.
9. No outbuildings, sheds, pool houses, storage facilities shall be constructed upon the lot without prior written approval from the Architectural Control Committee.

## 12. OTHER BUILDINGS

1. A designated real estate company may be granted the right to construct and maintain a sales office upon suitable site of said property during the period of construction and sale of all of the dwelling units to be built on the subdivision.
2. Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

### 13. RIM LOT DEVELOPMENT (Lots 71 thru 79)

All development on the rim lots shall comply with the Redmond Code, Chapter 8 - Development Regulations, Article 1 - Zoning Standards, Section 8.0335, Development Standards Along the Perimeter of the Canyon:

- (1) Single family dwelling, less than twenty-four (24) feet in height, setback at least twenty-five feet from the Canyon Rim;
- (2) No existing trees within 25 feet of the canyon rim over 3" caliper measured 3 feet above ground level are removed from the site or, if removed, are replaced by an equal number of tree(s) that are at least 2" caliper measured 3' above ground level;
- (3) The Canyon Rim remains in a natural state (i.e. no fill or alteration is permitted);
- (4) No fence is constructed within ten (10) feet of the Canyon Rim;
- (5) The lot is at least 9,000 square feet in size;
- (6) No deck and/or patio, requiring a building permit, is constructed within fifteen (15) feet of the Canyon Rim;
- (7) No accessory structures and/or outdoor storage is proposed in the rear yard;
- (8) Manufactured homes shall not be permitted within 100 feet of the Canyon Rim;
- (9) All other applicable standards of the zone district are met; and
- (10) Lighting shall not glare onto neighboring properties or shine into the Canyon.

These are the provisions of Subsection A. Subsection B allows some variations with site design review, which shall be allowable under the provisions of these CC&R's, with the exception that a two-story home shall not be allowed.

### 14. GENERAL PROVISIONS

1. These conditions, covenants, restrictions, reservations and easements shall be binding upon all parties hereto and all persons claiming under them for a period of 10 years from the date they are recorded, after which time they shall be automatically and continually extended for subsequent periods of 10 years each unless a majority of all the Owners of said Lots, at each renewal period starting 30 days before the beginning of the next 10-year period, subject to rules which may be prescribed by the Architectural Control Committee, agree to change said covenants in whole or part. The Declarant has the sole and exclusive authority to terminate, revoke, or amend these covenants and restrictions until the last lot has been sold and built upon.

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

3. In the event of any violation of any of the provisions of this declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained should in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provision of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred.

4. Neither the Declarant nor my officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing their duties or rights hereunder, provided the Declarant, in accordance with actual knowledge possessed by the, acted in good faith.

IN WITNESS WHEREOF, the owner and developer of Canyon Point VI has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Canyon Point VI this 4 day of June, 2002.

SUN RIDGE CONSTRUCTION, INC.

By: Rodney G. Sauer  
Rodney G. Sauer, President

STATE OF OREGON     )  
County of Deschutes    )ss.

BE IT REMEMBERED, That on this 4 day of June, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CANYON POINT VI Owners, consisting of Rodney G. Sauer and Doris E. Sauer, known to me be identical individuals described in and who executed the within instrument and acknowledge to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Karen S Wike  
Notary Public of Oregon  
My Commission Expires 7/15/05

