

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-60086



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After Recording Return To:  
RHR Development Company, LLC  
3300 NW 211th Terrace  
Hillsboro, Or 97124

**DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS,  
ESTABLISHMENT OF A HOMEOWNERS ASSOCIATION,  
DECLARATION OF INITIAL FEES**

***CHESTNUT PARK SUBDIVISION***

The herein Declaration of Protective Covenants, Conditions and Restrictions;  
Establishment of a Homeowners Association and Initial Declaration of Homeowners  
Association Annual Fee are applicable to CHESTNUT PARK lots 1 through 73.  
Chestnut Park is a residential Planned Unit Development subdivision located in  
Deschutes County, Oregon. Chestnut Park is a plat recorded in Plat Book F and Page  
294, Document No. 2002/60084.

Harvest Park L.L.C. hereinafter referred to as Declarant, is owner in fee simple of the  
herein described real property; and desires to declare of public record its intention to  
create a Homeowners Association for ownership and maintenance of easements and  
improvements installed in and surrounding the perimeter of Chestnut Park.

Chestnut Park is a subdivision development consisting of single family housing on 73 lots in two  
phases. Declarant hereby declares that the subject property shall be held, sold and conveyed in  
accord with and subject to all applicable governmental ordinances and development agreements,  
the following restrictions, covenants and conditions (CC&R'S) and the following Homeowners  
Association Provisions (Provisions).

The purpose of the CC&R'S and Provisions is to maintain and protect the value and desirability  
of real property. The CC&R'S and Provisions shall inure to the benefit of each owner of property  
in Chestnut Park and shall be binding on all parties having any right, title or interest in the above  
described property or any portion thereof, their heirs, successors and assigns. The CC&R'S and  
Provisions shall run with and attach to the subject property and bind all the real property within  
Chestnut Park.

Chestnut Park is subject to the conditions of approval contained in City of Bend Zoning files No. PZ-01-192 and PZ 01-194 and Ordinance NS-1178.

The Declarant reserves the right to amend this document to reflect changing governmental, physical and market requirements. Declarant retains the authority to act on behalf of Chestnut Park Homeowners Association prior to administration of the Homeowners Association being turned over to its members as hereinafter described. This reservation of authority shall not be used to alter any declarations listed below under the heading "Declarations Relating to and Benefiting Adjacent Properties".

***DECLARATIONS RELATING TO AND BENEFITING ADJACENT PROPERTIES:***

- A. Lots 39, 40, 69, 70 and 73 shall be limited to single-story development but will be allowed lot coverage of 43.75% or such greater coverage as is allowed as a result of future City Code revision. Lots less than 6,000 square feet in size may develop with lot coverage of 42% or such greater coverage as allowed by governing authority when homes are constructed. In addition to Declarant authority, enforcement authority over the single story restriction on final plat lots 39, 40, 69, 70 and 73 is hereby granted to the owners of adjoining property Tax Lot 603 Assessor's Map 17-12-17D (relating to lots 69, 70 and 73) and Tax Lot 610 Assessor's Map 17-12-17D (relating to lots 39 and 40).
- B. Harvest Lane shall not be used for access to or from individual lots in the Chestnut Park subdivision.
- C. The owner of Assessor's Map 17-12-17D Tax Lot 603 shall have authority to assure that the finished grades on final plat lots 72 and 73 will be maintained, after construction of housing, substantially as shown on Final Grading Plan 6 in the City of Bend records.
- D. Declarant has installed a 6 foot high "good neighbor" style fence along the common property lines of Assessor's Map 17-12-17D Tax Lot 603, 610 and 612 with Chestnut Park lots 20, 21, 22, 38, 39, 40, 41, 64 and 65 through 73 inclusive. Said fence shall not block access to the existing home on the property described in the deed recorded at Volume 528, Page 2840 (Assessor's Map 17-12-17D Tax Lot 610) from the 20 foot wide driveway strip between final plat lots number 39 and 40. Said fence shall be maintained, on both its sides in good repair by the Chestnut Park Homeowners' Association. The fence, as constructed by Declarant, its size, location and materials shall be the standard by which any future repairs are undertaken. If the Homeowners' Association is dissolved the fence shall be maintained by the owners of Chestnut Park lots 20, 21, 22, 38, 39, 40, 41, 64 and 65 through 73 inclusive. In no event may the fence or portions thereof be removed without the consent of the adjoining property owner.

E. Easements allowing for the passage of irrigation water through a pipe located on Chestnut Park lots 19, 20, 21, 22, 23, 24, and 25 shall be granted to the Swalley Irrigation District and to the owners of properties down stream of the Chestnut Park subdivision boundaries. The easement shall also allow for access by Swalley Irrigation District and down stream property owners to maintain said pipe. That easement is recorded as Document number \_\_\_\_\_, City of Bend, Deschutes County records.

F. The owners of the adjacent land benefiting from the above declarations may enforce the terms of this declaration relating to height restrictions on lots 39, 40, 69, 70 and 73; relating to restrictions on access to Harvest Lane; and, relating to Chestnut Park perimeter fencing, by bringing an action at law or equity in Deschutes County Circuit Court. This enforcement authority runs to the owners of the benefited property. The provisions contained under this heading "Declarations Relating to and Benefiting Adjacent Properties" shall terminate upon partitioning or subdividing of the benefited property.

### **HOMEOWNERS ASSOCIATION PROVISIONS**

Chestnut Park Homeowners Association (Association or Homeowners Association) is a Planned Community subject to the provisions of Oregon Revised Statutes Chapter 94.

**THE INITIAL ANNUAL FEE FOR THE HOMEOWNERS ASSOCIATION SHALL BE ONE HUNDRED DOLLARS (\$100) PER LOT. THE FIRST ANNUAL FEE AMOUNT SHALL BE PRORATED ON A MONTHLY BASIS AND IS PAYABLE TO THE DECLARANT ON BEHALF OF THE HOMEOWNERS ASSOCIATION AT TIME OF CLOSING. SUBSEQUENT ANNUAL FEES SHALL BE PAID EACH JANUARY 1ST TO DECLARANT ON BEHALF OF THE CHESTNUT PARK HOMEOWNERS ASSOCIATION UNTIL THE ADMINISTRATION OF THE HOMEOWNERS ASSOCIATION IS TRANSFERRED TO THE INDIVIDUAL MEMBERS AS HEREIN SET FORTH.**

The Board of Directors or, if no Board of Directors has yet been chosen, the Declarant, shall have the authority, without first submitting the question to owners, to increase, by no more than ten percent 10%, the annual general Homeowners Association fee assessment. The amount of each annual assessment shall be established and justified at the Board's annual meeting or if the Board of Directors has yet to be established pursuant to the Declaration, the amount of increase shall be based upon actual expenses experienced by Declarant. In no event, however, shall the annual general Homeowners Association fee assessment for any lot be increased by more than ten percent (10%) in any one year or an accumulated increase of more than fifty percent (50%) from the initial annual general Homeowners Association fee assessment without a vote of the owners as set forth elsewhere in the Homeowners Association Provisions. The expenses referenced herein shall be borne by the lot owners equally with a pro rata share of the total being

the responsibility of each lot owner(s).

The legal description of the real property included in the planned community which is or must become a common property is all common property so declared in this document or subsequent documents including without limitation easements for pedestrian access and all improvements installed by Declarant including without limitation entrance monument(s), retaining walls, sound reduction walls, landscaping, irrigation systems, pavement and fencing adjacent to Chestnut Park lots 20, 21, 22, 38, 39, 40, 41, 64 and 65 through 73 inclusive. See above declaration language regarding said fence.

A. The method of determining voting rights, the liability of each lot for common expenses and right of each lot to any common profits of the Association shall be as follow:

1). All owners and contract purchasers of lots in Chestnut Park shall be members of the Association. The allocation of votes to lots shall be one (1) vote per lot.

2). Once activated, as set forth herein, the Association shall be responsible for taxes, liability insurance and maintenance, repair and replacement of monuments, retaining walls, landscaping, irrigation systems, governmental obligations regarding wetland maintenance and protection, pathways and fences on Homeowners Association property.

3). All costs of maintenance, repair and replacement of all common property, fences, walls, entry monuments, landscaping and irrigation facilities, shall be borne by the lot owners equally with a pro rata percentage of the total costs being assigned to each lot owner. Said costs shall be assessed annually by the Association unless a special assessment is necessary.

4). Any lot owner failing to pay his or her proportionate share of costs assessed by the Association within thirty (30) days after it becomes due shall be liable for interest at the rate of 12% per annum and costs of collection of such assessment including attorney fees. All such unpaid amounts shall become a lien on the lot or lots to which such amounts are attributable. No assessment will be levied against lots while owned by Declarant.

5). All common profits of the Association shall be allocated equally to each lot owner.

B. Declarant installed landscaping, irrigation systems, fencing, retaining walls, pavement in easements and entrance monuments, shall be maintained to the standards of any governing public authority by the Chestnut Park Homeowners Association. Common area taxes and common area liability insurance shall be the responsibility of the Association. Liability insurance shall include Declarant as a named insured.

C. There shall be no restrictions on the alienation of lots. A lot may not be divided but may

be combined with other lots.

D. The intended use of each lot is residential.

E. The deeds to Homeowners Association easements shall be in the name of Chestnut Park Homeowners Association, a non-profit Corporation.

F. Any amendment of the declarations shall be by vote or agreement of the owners representing at least 75% of the total votes in the Association. Amendments to a declaration under this section shall be executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of such designation, by the President of the Board of Directors of the Association. Amendments to a declaration under this section shall be effective only upon recordation. Prior to turning administration of the Homeowners Association over to the property owners as herein described Declarant reserves the right to make amendments to the Homeowners Association Provisions and CCR's.

However, in no event shall an amendment under this section limit or modify Declarant's, its agents or assigns, rights regarding the Architectural Control Committee or access to utilities located in the common areas. No amendment shall change the boundaries of any lot or any uses to which any lot or tract is restricted unless the owners of the affected lots unanimously consent to the amendment. No amendment shall change the provisions in this declaration listed above under the title of "Declarations Relating to and Benefiting Adjacent Properties".

G. As provided for by Oregon Revised Statute 96.404 (2001 edition) either the Declarant or the owners of property in Chestnut Park shall have the right to form a transitional advisory committee to provide for the transition from administrative responsibility of the Homeowner's Association from the Declarant to the owners. The Declarant shall call a meeting of owners for the purpose of selecting a transitional advisory committee not later than the 60th day after the date the Declarant conveys 50 percent or more of the lots in the first phase of Chestnut Park to owners other than a successor Declarant.

The transitional advisory committee (TAC) shall consist of five members. The owners, other than the Declarant, shall select four members and the Declarant may select one member. The TAC shall have reasonable access to all information and documents which the Declarant is required to turn over to the Association under ORS 94.616 (See Homeowner Association Provisions in this Declaration.

An owner may call a meeting of owners to select the TAC if the Declarant fails to do so as set forth above in this section.

Notwithstanding the forgoing, if the owners do not select members for the TAC as provided above the Declarant shall have no further obligation to form the TAC. The requirement for a

TAC shall not apply once the turnover meeting called for by ORS 94.609 and Chestnut Park Homeowner's Association Provisions has been held.

H). The By Laws of Chestnut Park Homeowner's Association must be recorded in the Deschutes County Deed records, pursuant to ORS 94.625

I). Declarant reserves the right to an unspecified easement across, through and under any Tract or easement for connection to utility lines located in said Tract, easement or neighboring property. Declarant also reserves the right to impose and retain exclusive easements over all common properties and individual lots which easement will be the only location on said common properties or individual lots allowed for extending lines, cables, etc. providing telecommunications services of a non-telephonic and non basic video reception only television nature from public utility lines to individual structures. Said exclusive easement shall be the property of Declarant or its assigns.

J). The date after which the right to withdraw property from the Association shall expire is the date upon which the Administration of the Chestnut Park Homeowners Association is transferred to the members as herein provided.

K). Administration of the Homeowners Association shall be transferred from Declarant to the members no later than when all homes built on the total lots in all phases of Chestnut Park P.U.D have been occupied. The Declarant shall call a meeting for the purpose of turning over administrative responsibility for the Homeowners Association and related property to the Association not more than 90 days after all homes in all phases are occupied. The Declarant shall give notice of the meeting to each lot owner. At said meeting the members in attendance shall select a transition team to adopt formal bylaws which will then be followed to select a Homeowners Board of Directors of the Chestnut Park Homeowners Association. Upon transfer of the Association, Bylaws for the Chestnut Park Homeowners Association shall govern Association activities.

Following said turnover meeting, Declarant, its agents or assigns shall continue to have the right to use all of the roads within the P.U.D. to develop and or build upon adjoining property and each owner of a lot agrees that he or she will not object to such use or to oppose Declarant's, its agents or assigns future development or building plans on said adjoining property.

Upon selection of a Board of Directors the Declarant shall turn over to the Association the responsibility for the administration of the Association and said Association shall accept the administrative responsibility. The Declarant shall deliver, if in existence:

- 1). The original or a photocopy of the recorded declaration and copies of the Bylaws of the Association and any supplements and amendments thereto;

- 2). A deed(s) to the common property in as well as to common easements;
- 3). The minute books, including all existing minutes other books and records of the Association and the Board of Directors;
- 4). All rules and regulations adopted by the Declarant;
- 5). All funds, if any, and supporting records of the Association and control of the funds;
- 6). All tangible personal property and an inventory thereof belonging to the Association, if any;
- 7). Records of all property tax payments for the common property to be administered by the Association;
- 8). Copies of any income tax returns filed by the Declarant in the name of the Association and supporting records of the returns, if any;
- 9). All bank signature cards, if any;
- 10). An operating budget for the portion of the Association property turned over to Association administration and a budget for replacement and maintenance of the common property, as applicable;
- 11). A copy of 'as built' architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;
- 12). The plans for underground site service, including television service, site grading, site drainage and landscaping, to the extent those are available and are not official records kept at the City of Bend;
- 13). Any other plans and information relevant to future repair or maintenance of the Association property;
- 14). A list of the general contractor and the electrical, masonry, landscaping and plumbing contractors responsible for construction or installation of common property improvements;
- 15). Insurance policies;
- 16). any permits issued by governmental bodies

applicable to the Association property in force or issued within one year before the date on which the owners assume administrative responsibility;

17). A list of any written warranties on the Association property that are in effect and the names of the contractor, subcontractor or supplier who made the installation for which the warranty is in effect;

18). A roster of owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;

19). Employment or service contracts in which the Association is a contracting party or service contracts in which the Association or the owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

20). any other contracts to which the Association is a party.

L. In order to facilitate an orderly transition during the three month period following the turnover meeting, the Declarant or an informed representative shall be available, if needed, to meet with the Board of Directors on three mutually acceptable dates to review the documents covered above.

M. Upon the transfer of Administration of the Association to the members Board of Directors shall establish a reserve account, if one does not already exist, for replacement of all items of common property which will normally require replacement in whole or in part, in more than three and less than thirty years. Said account shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established. The Board of Directors shall annually conduct a reserve study, review and update an existing study, of the Common Area components to determine the requirements of the reserve fund. The study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of such item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a 30 year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair and replacement schedule.

The reserve account shall be established in the name of the Chestnut Park Homeowners Association. The Association shall be responsible for administering the account, for making periodic payments into it, and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.

The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the lot owners have assumed responsibility

for administration of the Association, the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be paid later from special assessments or maintenance fees.

Following the second year after the Association has assumed administrative responsibility for the Association, if owners of lots representing 75% of the votes of the Association agree to the action they may vote to increase, reduce or eliminate future assessments for the account. Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item.

The Association may not sell, convey or subject to a security interest any portion of the common property. This prohibition does not apply to granting of easements for public utilities or other public purposes consistent with the intended use of the common property.

### **ARCHITECTURAL AND CONSTRUCTION STANDARDS,** **RESIDENTIAL COVENANTS**

The rights of the Association with respect to the common property or the rights of an individual lot owner with respect to a lot or improvements on a lot shall be restricted as follows. The following covenants, conditions and restrictions are in addition to the ordinances, rules and regulations of the City of Bend. In case of conflict between the following covenants, conditions and restrictions and the ordinances, rules and regulations of the City of Bend, Oregon, the ordinances, rules and regulations of the City of Bend shall control.

#### **A. RESIDENTIAL COVENANTS**

##### **1). Land Use and Building Type**

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 one single family dwelling and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter for the protection of such swimming pool provided the location of such structure is in conformity with the applicable municipal regulations, the structure is compatible in design and decoration with the residence constructed on such lot and the structure and its location has been approved by the Architectural Control Committee (Committee). The provisions of this section shall not be deemed to prohibit the right of any home builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sale in this P.U.D. There shall be no construction,

landscaping, clearing, grading, tree cutting or land filing on a lot without the approval of the Architectural Control Committee. There is a right to repair or restore improvements on the lot at the owner's discretion in the event of damages or destruction; however, at all times such improvements must comply with these CC&R'S and the rules and regulations of the Architectural Control Committee.

**2). Dwelling Size**

The Architectural Control Committee must approve all home sizes. The minimum square footage shall be 1150 square feet exclusive of porches and garage. Approval of plans for one lot does not obligate Architectural Control Committee to approve a dwelling of the same size design on any other lot in the subdivision.

**3). Easements and Setbacks**

Easements as shown on the plat and/or described in the deeds to each lot and tract shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvements for which the Association or a public authority or private utility is responsible. All setbacks must at a minimum meet the ordinances, rules and regulations of the governing authority. Declarant reserves the right, however, to impose more restrictive front, rear and side yard setbacks as necessary to protect and enhance the character of Chestnut Park.

**4). Offensive Activities**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

**5). Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number 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.

**6). Signs**

No signs shall be erected or maintained on any lot (excluding Chestnut Park entry monument signs) except that not more than one "For Sale" sign placed by the owner, Declarant or by a licensed real estate agent, consistent with controlling governmental

ordinances, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by an owner.

**7). Parking**

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property, except within the confines of an enclosed garage or behind a site obscuring fence in a side yard, nor on public streets, common property, or alleys adjacent thereto. Garage bays may be counted for the purpose of meeting any off-street parking requirement. No owner shall permit any vehicle of any kind including without limitation, boats, trailers, motor homes, motorcycles, trucks, truck campers, etc. to be abandoned or to remain parked upon any lot, the common property, alley or street for a period in excess of forty-eight (48) hours.

The Declarant or appointed agent of the Homeowners Association may give written notice to anyone violating these parking conditions by leaving said notice on the offending vehicle. If no corrective action is taken within 24 hours after the second notice is left on the offending vehicle the Declarant or agent may cause the offending vehicle to be towed at the owner's sole expense.

**8). Private Streets or Alleys**

All private driveways, streets or alleys shall be separated from public rights of way and common property tracts by standard driveway approaches.

**9). Rubbish and Trash**

No lot, open space, common property, street or alley shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings, debris and dirt resulting from landscaping work shall not be dumped onto streets, open space, common property, alleys, any lot or adjacent property.

**10). Temporary Structures**

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

**11). Utilities**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners

of lots within this subdivision their heirs successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric, T.V. cable, or telephone utility facilities provided.

**12). Completion of Construction**

The construction of any building on any lot, including private lot drainage, painting and all exterior finish shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. 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 Architectural Control Committee.

**13). Landscape Completion**

All front, rear and side yard landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The landscaping on all front yards and on corner lots side yards must be installed upon substantial completion of the residence. All remaining landscaping must be completed within 6 months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after written application is made to the Architectural Control Committee and the Committee's approval is obtained.

Landscaping plans which include vinyl clad cyclone fencing shall incorporate plant materials designed to buffer or soften said fencing from exposure to any street or common area. Street trees are required and must be planted and maintained by builder until occupancy of the house. Underground irrigation systems are recommended for ease of maintenance.

**14). Fences, Hedges, Walls and Retaining Walls**

No fence, hedge, wall or retaining wall shall be erected without prior written approval of the Architectural Control Committee as to design, size, color, location and materials. No fence or hedge may be placed forward of the dwellings front elevation building footprint. No fence or hedge may be placed in a side yard adjacent to a public street without approval of the Architectural Control Committee. Cyclone fences shall not be allowed.

**15). Antennas and Service Facilities**

No exterior antennas or aerials shall be permitted unless required for reception and then only as approved by the Committee. Clothes lines and other service equipment shall be screened so as not to be viewed from any street. No high-speed equipment or satellite dish antennas shall be allowed on the site without Declarant or its assigns prior approval.

Approval may be subject to communication systems provider agreements and easement restrictions. Committee must approve screening prior to installation.

**16). Exterior Materials**

Exterior materials must be approved for use by the Architectural Control Committee and in accordance with any provisions contained in a purchase agreement for any lot within this subdivision. All Roofing material is to be the equivalent of at least 25 year architectural grade asphalt composition and must be approved by the Architectural Control Committee. All roofs shall have at a minimum a 5-12 pitch and must be approved by the Architectural Control Committee. Exterior Siding must be approved by the Architectural Control committee. Dwellings shall be Double Wall Construction on all elevations facing a public or private street. Windows shall be wood, vinyl clad wood or vinyl with sight lines equivalent to wood. In appropriate circumstances the Architectural Control Committee may approve other materials if necessary to facilitate design, provided they are in keeping with the character of Chestnut Park.

**17). Exterior Finish**

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 within this subdivision. Exterior colors must be approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, exhaust pipes and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with exterior of the structures they adjoin.

**18). Landscaping and Maintenance**

Each Owner and Occupant of a lot or house in Chestnut Park shall maintain at all times such Owner or Occupant's lot and improvements in an attractive, neat and good condition as provided herein, at such Owner's or Occupant's expense. Required maintenance and repair shall include without limitation: 1) maintenance of all parking areas, private drives, curbs, and walkways in a clean and safe condition, including cleaning and repairing as often as is necessary; 2) maintenance of landscaping in an attractive, neat, orderly, trimmed and cut condition at all times, free of brush, weeds, and debris and in compliance with the Street Landscaping Plan, to the extent such a plan is applicable, including sidewalks and street trees (this provision includes the area between the property line of any lot and nearest curb); 3) cleaning maintenance, and replacement of any external lighting fixtures and bulbs; and, 4) maintenance, repair and/or replacement and care in an attractive and neat condition of exterior building surfaces, their paint and/or stain, roofs, gutters, and downspouts.

**19. Window Coverings**

Window coverings, curtains, shutters, drapes or blinds, other than those of commercially produced quality, shall not be permitted to be visible from any public or private street at any time after occupancy of the dwelling.

**20). Business and Commercial Activities**

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. Excepted from this general rule is the right of any homebuilder and the Declarant to construct residences on any lot, to store construction equipment and material on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sales in this subdivision. In addition, the Declarant shall be permitted to maintain a sales trailer on any unsold lot until all lots have been sold. This provision shall not be construed to prevent or prohibit an owner from maintaining his or her professional personal library, keeping his or her personal business or professional records of accounts, handling his or her personal business or professional telephone calls, or conferring with business or professional associates, clients customers in his or her home. This later provision is intended to recognize the right of an owner to conduct a business based upon electronic communication devises or other non-intrusive processes provided such a business does not rely upon or cause increased traffic to or from the home site and does not involve use of on-site employees.

**21). Mail and Paper Delivery Boxes**

Mail boxes and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Architectural Control Committee unless otherwise dictated by the U.S. Postal Service.

**22). Swimming Pools**

The location of a swimming pool on any lot must be approved by the Architectural Control Committee. Adequate and Committee approved safety fencing must be installed and properly maintained around swimming pools.

**23). Damage to Roads or Curbs During Construction**

Any damage to roads, sidewalks, or curbs which occurs during the course of construction of any kind on a lot shall be the responsibility of that lot owner. Repair of such damage, if not undertaken by the lot owner within 30 days of notice to correct may, at their option,

be undertaken by the Declarant or the Association if it has been activated. The cost of such repair shall be billed to and borne by the lot owner and shall be payable within 30 days after it becomes due. Failure to pay for any repair billed shall cause the lot owner to be liable for interest at the rate of 15% per annum and costs of collection including attorney's fees and such unpaid amounts shall become a lien on the lot owned by the lot owner.

**24). Sidewalks and driveways**

All driveways shall extend from the edge of the finished surface of streets in Chestnut Park to the surface of the garage floor and shall be constructed of concrete and/or materials acceptable to the Committee such as brick or cobblestones. No asphalt driveways will be permitted. Sidewalks shall be installed by the builder on each lot in compliance with the standards of the governing political authority. Asphalt driveways may be allowed on lots 12 and 46 between the concrete curb cut and its wings and a point 20 feet away from the garage entrance. The 20 foot section between the end of allowed asphalt driveway and the garage floor shall be concrete.

**B. ARCHITECTURAL CONTROL COMMITTEE**

**1). Architectural Review**

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure or alteration have been submitted to and approved in writing by the Architectural Control Committee (Committee). It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations, to avoid plan repetition and to protect views from adjacent lots. In all cases the Architectural Control Committees' consent is required.

**a). Major Construction**

In the case of initial or substantial additional construction of a dwelling the lot owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

- (1). A plan indicating location of all improvements including private drainage.

(2). A drawing showing elevations, exterior materials and exterior color schemes of all improvements, including the mailbox/newspaper structure and fencing;

(3). A drawing showing yard landscape design and location including a description of plant materials in all front or sideyards facing a street.

b). Minor Construction

In the case of minor additions or remodeling, change of exterior materials, greenhouse, swimming pool construction, or any other work not referred to in a). above, the owner shall submit to the Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal.

c). Time for Rendering a Decision

The Architectural Control Committee shall render its decision with respect to the proposed work within 10 days after it has received all required materials. Until further notice plans shall be submitted for review to:

Cyndie Smith Harp  
15945 Pilot Drive  
Sisters, Or. 97759  
541-309-0858 voice mail.

**2). Architectural Control Committee Decisions**

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the P.U.D..

Considerations such as site, shape, size, color, design, height, impairment of the view from other lots within this P.U.D. or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

**3). Membership: Appointment and Removal**

The Architectural Control Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants. The powers and duties of such Committee shall cease six (6) months after completion of

construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants. The Homeowners Association may assume the role of the Committee only upon the termination of the Committees' powers and duties as set forth in this paragraph.

**4). Liability**

Neither the Committee nor any member thereof shall be 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). Action**

Except as otherwise provided herein, any one member of the Committee shall have power to act on behalf of the Committee without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

**6). Nonwaiver**

Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

**7). Effective Period of Consent**

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of work has commenced or the owner has applied for and received an extension of time from the Committee.

**8). Term and Amendment**

These covenants shall run with and bind all the property within this P.U.D. for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This declaration or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy five percent (75%) of the platted lots except that the Declarant shall retain the authority to make amendments until the last lot is constructed upon.

**(9). Enforcement**

In the event of any violation of any of the provisions of this declaration, the Declarant, the Association once it controls the CC&R'S as set forth herein, or any other person or persons owning real property within Chestnut Park may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**(10). 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.

**(11). Limitation of Liability of Declarant**

Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights as herein set forth provided that the Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the Declarant herein, has hereunto set its hand this 23 day of September 2002.

HARVEST PARK L.L.C.

Ray L. Paul  
by Ray L. Paul, Managing Member

State of Oregon            }  
                                  PB } SS.  
County of ~~Deschutes~~ }  
              Washington }

I Pam Boyd a Notary Public for the State of Oregon certify that on the 23 day of September, 2002, personally appeared before me Ray L. Paul, who, being first duly sworn, did say that he is the officer herein named and does hereby acknowledge said instrument to be his free and voluntary act on behalf of Harvest Park, L.L.C.

Pam Boyd  
Notary Public for Oregon  
My commission expires: June 22, 2006

