

Return to: John Milton
20270 Jonathon Ct
BEND OR. 97701

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
DANIELLE'S ACRES
Homesites**

(Page 1 of 6)

These Covenants, Conditions, and Restrictions are made this 17th day of May, 2005, by John Milton Construction and Excavation LLC, an Oregon LLC, hereinafter referred to as "Declarant", as owner of the real property in Deschutes County, State of Oregon, described as Danielle's Acres per recorded survey for lots one through seven (Lots 1-7)

The property described as lot one through seven above is hereby subject to these Covenants, Conditions, and Restrictions and will be known as the Danielle's Acres Homesites, hereinafter referred to as the Danielle's Acres Homesites.

Danielle's Acres Homesites is being developed as a planned residential community. Except where this Declaration for Danielle's Acres Homesites conflicts with any applicable government municipal regulations, this 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 an applicable zoning ordinance of Deschutes County, the more restrictive standard or requirement of the applicable Deschutes County ordinance shall apply.

Section 1. Definitions

1.1 Danielle's Acres Homesites: The term "Danielle's Acres Homesites" shall mean all real property now or hereafter made subject to this declaration .

1.2 Declarant: The term "Declarant" shall mean John Milton Construction and Excavation LLC, an Oregon LLC, or its successors in interest.

1.3 Block: The term "block" shall mean those areas designated as blocks on the subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot (1-7) described on a subdivision plat or partition map to nay alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Danielle's Acres Homesites.

1.6 Homesite: "Homesite" shall mean a lot defined herein , 1 through 7

1.7 Owner: "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.

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-16480



\$61.00

00445002200600164800070077

03/10/2006 02:08:36 PM

D-CCR Cnt=1 Stn=23 PAM
\$35.00 \$11.00 \$10.00 \$5.00

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

1.9 Streets: The terms "streets shall mean any street, highway or other thoroughfare within or adjacent to the Danielle's Acres Homesites and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as a street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Section 2. Property Subject to the Covenants, Conditions, and Restrictions for Danielle's Acres Homesites

2.1 General Declaration creating Danielle's Acres Homesites: Declarant hereby declares that all of the real property located in Deschutes County, Oregon described as lot one through seven, above 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 Danielle's Acres Homesites run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners, and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor:

- (a) Declarant may, at any time during the term of this declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels within such added land shall be the same as in the case of the land described above as Danielle Acres Homesites.
- (b) The notice of addition of real property referred to above shall contain at least the following provisions:
 - (1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.
 - (2) A statement that the provision of this Declaration or some specified part thereof shall apply to such added real property
 - (3) A legal description of such added real property.

- (3) Such other or different Covenants, Conditions, and Restrictions as the Declarant shall, in its discretion, specify to regulate and control the use, occupancy, and improvement of such added real property.

Section 3. Architectural Controls

3.1 Approval required. No improvement, as defined in section 1.8 above, 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 Deshutes County. All approvals shall be in conformance with the building site established on each lot by the Declarant and agreed to with purchaser prior to plans drawn. Declarant to review plans with 3 days notice.

3.2 Architectural Guidelines.

- (A) No mobile homes or trailers, or manufactured homes with or without foundations.
- (B) Minimum square footage of living space is 2000 excluding garages.
- (C) All buildings on each lot must match in color and appearance.
- (D) Siding :No vertical T-111 siding on front of homes or front of other buildings. The front of buildings should have some of the following types of features (or similar) : Horizontal lap siding, Gable shingle accents, Architecture theme, Masonry accents ,Log accents , Log railing , Covered porch , Columns ,Shutters, Trim details that enhance the front appearance and add character to the overall appearance ect.
- (E) Paint colors should be earth tones and natural colors that flow with the terrain and surrounding natural environment.
- (F) Roofing Composition, architectural / Roof pitch 5/12 to 10/12
No galvanized or unpainted metal.
- (G) Height Maximum two stories ,living space, (30Ft.)
- (H) Fire A 50 foot min. clear area surrounding each building shall be maintained for fire. Trim tree branches to 8 feet height and clear ground brush to minimize fuels.

3.3 Waiver. Any condition or provision of paragraphs 3.2 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 the Danielle's Acres Homesites. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail with a return receipt 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 other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy.

4.2 Improvements. Each lot within the Danielle's Acres Homesites shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Please keep fire fuels from building up, cut brush and trim trees as recommended by fire dept.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view in a manner agreeable with neighbors. Trash service is available and recommended.

4.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on property without permits needed.

4.5 Mobile Homes. No house trailer, manufactured homes, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot without the Declarant's prior written consent. Barns and Outbuilding meeting code and appearance will usually be accepted, with prior approval of appearance and location.

4.6 Single Family Residences. No more than one single family residence shall be erected or placed on any lot.

4.7 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

4.8 Parking. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper, vehicle or incapacitated motor vehicle.

4.9 Burning. No burning of household trash is allowed, fire permits may be obtained through Lapine fire Dept. for brush and trimmings and all burning shall be done in co operation with the governing Fire Dept. rules and regulations.

4.10 Livestock, pets. All livestock and pets must have a fenced in area and be controlled by the owner. Further, that all pets must be kept on their respective property and not allowed to "run free". Deshutes County animal regulations apply, and dogs must be leashed or under the control of owner at all times. Excessive barking dogs will not be allowed to continue, upon the owner being notified in writing, they will be required to correct the problem.

Commercial kennels are prohibited. No exotic animals allowed without prior written approval.

4.11 Nuisance Noise: All sources of sound shall be lowered from 10PM until 7AM. At all other times sound shall be held to reasonable levels commensurate with the environment.

4.12 Height No building shall exceed two stories (or 30Ft.)and further that solar setbacks by Deshutes County must be used to protect neiboring property.

Section 5. Determination of Declarant's Role

- 5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, and lighting controls over any lots within the Danielle's Acres Homesites, 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 of Danielle's Acres Homesites. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of control.
- 5.2 In the event that Declarant has formally terminated control of the overseeing of this Declaration, the majority of 51 % of the lot owners(Lot one thru seven) shall be required to approve all decisions for governing this Declaration.

Section 6. Duration and Amendment of this Declaration.

6.1 Duration. The Covenants, Conditions, and Restrictions of Danielle's Acres Homesites for lots one thru seven shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from this date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within a one year prior to the expiration of such period the Covenants, Conditions, and Restrictions for Danielle's Acres Homesites 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 fifty one percent (51%) of the lots subject to these Restrictions, provided, that the provisions of Article 4 hereof shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant 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, and 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.

6.3 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; Attorney Fees

7.1 This declaration shall be specifically enforceable by Declarant. Any breach of this Declaration shall subject the breaching party to any and all remedies available at law or in equity or under this Declaration, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

7.2 If a (lot owner) breaches any part of this Declaration and the Declarant requires the service of an attorney to effectuate compliance or to remedy the breach, or in the event that legal suit or legal action is initiated to enforce this Declaration or for any remedy for the breach of this Declaration, the breaching (lot owner) shall be responsible for the Declarant's attorney fees and prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

Section 8. Effect of Declaration.

The Covenants, Conditions, and Restrictions of this declaration shall run with the land included in Danielle's Acres Homesites lots one through seven, 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 lots one through seven, in the Danielle's Acres Homesites, 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 the Danielle's Acres Homesites. 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 Danielle's Acres Homesites (lot 1-7) 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 other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

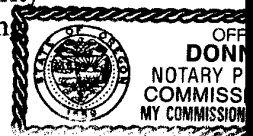
Section 9. Miscellaneous.

This Declaration shall be construed and governed by the laws of the State of Oregon; The invalidity or non-enforceability of any provision hereof shall not affect or impair any other provisions hereof.

Page (6 of 6)

John D. Mitt For

John M. Hon Construction & Excavation
March, 10th 2006



INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF DESCHUTES)



On this day before me, the undersigned Notary Public, personally appeared John D. Milton, to me known to be the individual described in and who executed the Acknowledgment, and acknowledged that he/she signed the document as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of March, 2006

By Donna L. Lilly Residing at Redmond OR

Notary Public in and for the State of Oregon
My Commission expires: Sept 27, 2007

