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DECLARATION OF  
COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR  
FERGUSON COURT SUBDIVISION

These COVENANTS, CONDITIONS, AND RESTRICTIONS are made this 31 day of DECEMBER, 1991, by Clifford D. Yunker, hereinafter referred to as the "Declarant", as sole owner of the real property platted and filed in the Official Record of Deschutes County, as FERGUSON COURT Subdivision, Bend, Deschutes County, Oregon.

Whereas, Declarant desires to subject the said property as shown on the official plat of FERGUSON COURT to certain protective covenants, conditions, and restrictions, reservations, and easements for the benefit of said property, and its present and subsequent owners as herein specified, and will convey said property subject thereto.

Now, therefore, Declarant hereby declares that all of the subject said property is and shall be held and conveyed upon subject to the easements, conditions, covenants and restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and also that these easements, covenants, conditions, restrictions and reservations shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

ARTICLE I

Definitions

- 1.1 **FERGUSON COURT:**  
The term "FERGUSON COURT" shall mean all of the real property, as platted within the subdivision, made subject to this declaration.
- 1.2 **DECLARANT:**  
The term "Declarant" shall mean Clifford D. Yunker, or his successors in interest.
- 1.3 **LOT:**  
The term "Lot" shall mean each lot described on a subdivision or partition map or any alteration thereof as may be made by a valid lot line adjustment.

**1.4 HOMESITES:**

The term "Homesite" shall mean the location placement of a house deemed by the Declarant.

**1.5 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 of lease.

**1.6 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, signs, storage areas, and all other structures.

**1.7 STREETS:**

The term "Streets" shall mean any street, highway, or other thoroughfare within or adjacent to the FERGUSON COURT homesites as 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.

**1.8 EASEMENTS:**

The term "Easements" shall mean all those easements as shown on the recorded plat of FERGUSON COURT Subdivision, whether by diagram or by note.

**ARTICLE II**

**Architectural Controls**

**2.1 ARCHITECTURAL CONTROL COMMITTEE:**

An Architectural Control Committee is hereby established. It shall initially be the Declarant and/or his designated appointee, Mark Shackelford. At the point which the Declarant has sold all the lots, three (3) FERGUSON COURT resident owners shall be designated as the (continuing) Committee. A majority of the committee may designate a Representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that deaths or resignations of all members of the committee shall occur without successors having been appointed, the owners shall have power to designate successors.

**2.2 APPROVALS REQUIRED:**

No improvement, as defined in paragraph 1.6 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 the Architectural Control Committee.

**2.3 PROCEDURE:**

Any owner proposing to construct any improvements within the FERGUSON COURT Subdivision (including any exterior alteration, addition, destruction, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 2.4 through 2.5 below. Failure to follow such procedures as required by paragraphs 2.4 through 2.5 below shall be deemed a breach of this Declaration.

**2.4 REQUIRED DOCUMENTS:**

Any owner proposing to utilize, improve, or develop real property within the FERGUSON COURT shall submit the following items for review:

- (a) A 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 circulation. The scale of site plans shall be 1" = 30' or larger.
- (b) Architectural plans and drawings showing the nature, style, all elevations, 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.
- (c) A landscape plan showing the nature, size, type, location, and layout of landscaping, vegetation and ground cover, landscape and site lighting, and walks.

**2.5 REVIEW:**

All plans and drawings identified in paragraph 2.4 above shall be submitted to the Committee for review prior to the performance of any proposed work. Within 30 days of the receipt and acknowledgement of all of the required documents, Committee shall review the plans and shall inform the owner in writing whether the plans conform to the development concept of FERGUSON COURT. In the event the owner is not notified as to the conformity of the plans within the thirty (30) day review period, the plans are conclusively presumed to be approved as submitted. In

the event that any of the plans do not conform to the FERGUSON COURT development concept, the owner shall re-submit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 2.4 above and this paragraph. Any site plans, construction plans, or similar plans and drawings submitted to Deschutes County in connection with the construction of any improvement in FERGUSON COURT must bear the prior written approval of the Committee.

### ARTICLE III

#### Architectural Guidelines

##### 3.1 Architectural Guidelines:

The purpose of these guidelines is to protect and preserve the value of property and quality of life in FERGUSON COURT. The following minimum architectural guidelines will be observed by each owner and/or builder:

- (a) Building location: No building shall be erected any portion of which is nearer than fifty (50) feet from a front lot line, nor nearer than fifty (50) feet from a rear lot line, nor nearer than twenty (20) feet from a side lot line.
- (b) Building size: No residence shall be constructed of any less than 1800 square feet of living area, exclusive of garages. Each residence is required to have a (minimum) two-car garage. A maximum of a 3-car garage is allowed. No building may be erected over two (2) stories in height measured from the natural contour of the ground.
- (c) Roofs: Shall have no less than a 6 in 12 pitch, and shall be required to have a Class A fire rated covering.
- (d) Exterior walls: Shall be of natural wood or manufactured wood products as approved by the Committee. No T-111 siding, metal, vinyl or plywood siding will be allowed. It is the intention exterior colors shall be compatible with neighboring homes.
- (e) Exposed masonry: Shall be reviewed by the Committee for compatibility. No concrete or concrete block will normally be allowed.
- (f) Driveways: Shall be of asphalt, concrete, or concrete pavers. No gravel or cinders will be allowed.
- (g) Fences: Shall be no more than six (6) feet in height measured from the natural contour of the ground. All fencing will be constructed of a wood material approved by the Committee.

- (h) Decks and patios: Shall be constructed of wood, concrete, or pavers.
- (i) House numbers: Shall be displayed, the specifications for which shall be supplied to the owner/builder by the Committee.
- (j) Temporary structure: No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used as a residence, either temporarily or permanently. No building, whether intended for use in part or in whole as a residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.
- (k) Landscaping: All lot frontage areas will be landscaped as Committee approval. The use of natural flora and bark, ground covers and trees native to the region is encouraged.
- (l) Exterior lighting: Shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby.
- (m) Time of construction: Shall be twelve (12) months from the date that a building permit has been issued for construction and has written approval from the Committee. The Committee shall have authority to extend this period, in writing, if unforeseen circumstances warrant such extension. All front yards are required to be landscaped within six (6) months of the completion of the exterior of a residence.

#### ARTICLE IV

##### Restrictions on Use of Property

#### 4.1 Use and Occupancy of Private Areas:

Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as expressly provided herein. No owner shall occupy, use, or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the premises when he is not in occupancy.

#### 4.2 Maintenance of Lots:

Each lot and its improvement shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard. All garbage, trash, cuttings, garbage containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view in a manner approved by the Committee.

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4.3 Offensive or Commercial Activity:

No offensive or commercial activity shall be done nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.4 Utilities:

No above ground utilities, pipes, or wires shall be used to connect improvements with supply facilities. No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot without the Committee's prior written consent. No private water systems shall be allowed.

4.5 Livestock, Poultry, and Pets:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

4.6 Lighting:

No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Committee consent.

4.7 Signs:

No sign of any kind shall be displayed to public view on or from any lot without the Committee's prior written consent, provided, however, that any owner may display not more than one (1) "For Sale" sign per lot which has a maximum area not to exceed 400 square inches, the longest dimension being not greater than 24 inches.

4.8 Solar Appliances and Fixtures:

No solar collection installations shall be placed upon or adjacent to any dwelling without the committee's prior review and written approval.

4.9 View:

The height of improvements or imported vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Committee shall be the sole judge of the suitability of such heights. If the Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending lot owner. If after thirty (30) days the improvement, vegetation, or tree is not removed or reduced in height as directed by the Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable cost of work done. This section is not to be read as a justification to create views not present when the affected lot is originally purchased.

**4.10 Parking:**

No parking of motor homes or travel trailers is permitted in FERGUSON COURT, either on lots or public streets. The exception to this prohibition shall apply to visitors utilizing motor homes or travel trailers, and then a maximum of seven (7) days parking shall apply. Boats and boat trailers, campers, snowmobiles, and other recreational vehicles shall be garaged or otherwise screened from the view of neighboring lots. No parking or storage of incapacitated motor vehicles or any vehicle used for commercial purposes (other than commercial vehicles with less than a one (1) ton size rating) is allowed. No parking or placement of any other items which are considered commercial in nature is allowed.

**4.11 Firearms:**

No firearms, air pistols, archery, sling shots, or any other weapons or projectiles shall be used or discharged within FERGUSON COURT Subdivision.

**4.12 Subdivision of Parcels:**

There shall be no further subdivision or alteration of the lots as platted and created by FERGUSON COURT unless approved by both Deschutes County and the Declarant.

**ARTICLE V****Duration and Amendment of this Declaration****5.1 Duration:**

The Covenants, Conditions, and Restrictions of FERGUSON COURT 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 herein) for a period of thirty (30) 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 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 one year prior to the expiration of such period the Covenants, Conditions, and Restrictions for FERGUSON COURT are terminated as set forth in this section.

**5.2 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 IV 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 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.

**5.3 Notice:**

Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

**ARTICLE VI**

**Enforcement**

**6.1 Enforcement:**

This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in FERGUSON COURT. 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.

**6.2 Recovery:**

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



ARTICLE VII

Effect of Declaration

The Covenants, Conditions, and Restrictions of this Declaration shall run with the land included in FERGUSON COURT and shall bind, benefit, and burden each lot in FERGUSON COURT, 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 FERGUSON COURT, 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 FERGUSON COURT. The use restrictions and regulations set forth in Article III and Article IV of this Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property known as FERGUSON COURT and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of any obligation including the mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise any other person taking title from such security holder.

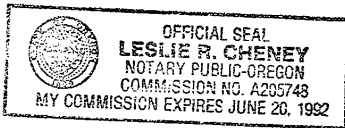
Clifford D. Yunker

By *Clifford D. Yunker*  
Clifford D. Yunker

State of Oregon, County of Deschutes:

The foregoing instrument was acknowledged before me this

31<sup>st</sup> day of December, 1991,



by *Leslie R. Cheney*  
Notary Public for Oregon  
My Commission expires 6/20/92

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STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

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:

91 DEC 31 PM 4:44

MARY SUE PENHOLLOW  
COUNTY CLERK

BY:  DEPUTY

NO. 91-38634 FEE 50-  
DESCHUTES COUNTY OFFICIAL RECORDS