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RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 8, 2000; 3:40 p.m.

RECEIPT NO: 18078

DOCUMENT TYPE: Planned Community
Subdivision Amendment

FEE PAID: \$76.00

NUMBER OF PAGES: 10

A handwritten signature in cursive script, appearing to read "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2000-8971-1

**AMENDED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUBDIVISION
GLACIER RIDGE PHASE I, PHASE II & PHASE III
BEND, DESCHUTES COUNTY, OREGON**

Recitals:

1. CC&Rs were previously recorded for Glacier Ridge Subdivision for Phase I & II on August 3, 1999, at Deschutes County deed records, Vol. 1999, pages 37900-1 to 37900-6.
2. The developer has determined that it is in the best interests of the subdivision to substitute these amended restrictions for those previously recorded August 3, 1999.
3. These restrictions shall be applicable to all lots within Glacier Ridge Subdivision Phases I, II and III, which are sold after the recording of these CC&Rs. They shall also be applicable to all lots previously sold with Glacier Ridge Subdivision Phases I & II when a consent form is signed by the purchasers of the lots, or their successors, and recorded. The CC&Rs recorded August 3, 1999 shall become null and void at such time as the owners of all lots which were sold prior to the recording of these amended CC&Rs have consented in writing to these amended CC&Rs.
4. The primary purpose of these restrictions is to ensure the development and maintenance of a spacious, single-family residential area where liberal yards and open space ensure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of Glacier Ridge.
5. The developer has also included landscaped areas adjacent to Neff Road and walkways within the subdivision that must permanently be maintained during and following build-out of the subdivision.
6. The developer has determined that it is in the best interest of the owners in the subdivision that the homeowners' association be established for the purposes of providing continued maintenance of the landscaped areas and enforcement of the CC&Rs.

7. These restrictions shall automatically apply to Phase III upon recording of the final plat for Phase III.

The undersigned, being the sole owner of the property described above, in order to provide for the objectives set out in the above statement of purpose, does hereby subject said property, and each phase thereof, to the following building and use restrictions:

1. **USE:** Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property, except those home occupations authorized by the zoning ordinances of the City of Bend.

2. **SPECIFICATIONS:** No more than one detached single-family dwelling not to exceed two stories in height, nor more than one three-car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylight, split-entry and split-level types shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 1,000 square feet excluding the garage.

Each home will be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.

3. **MATERIALS:** All structures erected shall be of new construction and may not be pre-assembled and moved to the property.

a. Material Guidelines:

(1) Exterior sidings shall be of the OSB, cedar or other real woods. (LP inner seal, cottage lap, bevel cedar, etc.)

(2) T1-11 is acceptable (plywood or cladwood) for use on the back side and the right and left sides. All fronts must be sided with material as stated above in (a)(1).

(3) Exterior paint colors shall harmonize with the surrounding area and all colors are subject to approval by the Design Review Committee.

4. **TIME OF CONSTRUCTION:** All buildings must be constructed and completed within nine (9) months from the date construction commences.

5. **LANDSCAPE TIMING:** All front yards shall be landscaped not later than closing with no less than forty percent (40%) of the front yard to be in grass. The back and side yards shall be landscaped within six (6) months after the exterior of a residence is finished. Natural landscaping will be permitted where deemed appropriate by the Design Review Committee provided that weeds are not prevalent. The use of gravel and cinders will generally not be acceptable "landscaping materials" except as approved for parking strips and paths that are approved by the Design Review Committee. The type and color of gravel/cinder materials used must also be approved.

6. **SETBACKS:** Setbacks shall conform to the zoning ordinances for the City of Bend. Variances may be allowed when approved by the City of Bend and the Design Review Committee.

7. **DRIVEWAYS:** All driveways shall be concrete or other surface approved by the Design Review Committee.

8. **TREES:** All trees will be left standing, with the exception of those needing removal for the purpose of home construction. Every effort shall be made to situate the house on the lot so as to retain trees.

9. **CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS:** No person or lot owner shall construct or reconstruct any improvements on any lot, alter, refinish or repaint the exterior of any improvement on any lot, make a change in any lot including but not limited to fence construction and the cutting or removal of trees, install a utility, outside antenna, or other outside wire on a lot unless the lot owner has first obtained the consent of the Design Review Committee. Exterior alternative energy uses and their designs, such as solar panels, are subject to the approval of the Design Review Committee.

10. **GARAGES:** All homes must have a double garage. Anything larger than a triple garage must meet with the approval of the Design Review Committee.

11. **ROOFS:** All roofs must be composed of ARC 80, 25-year roofing, masonite shakes, concrete tile, cedar shakes or shingles or other approved materials. Tile roofs are acceptable when deemed appropriate by the Design Review Committee. Roofs shall overhang all wall sections for a minimum of 18 inches. On sections where gutters are employed, down spouts must be included. All roofs, including re-roofing, must be approved by the Design Review Committee.

12. **DESIGN CONTROL:** To ensure that buildings constructed will be consistent with the overall plan and design motif, any construction or alteration of any improvement on a lot must be approved by the Design Review Committee (DRC).

(1) The owners shall submit to the DRC one complete set of plans and specifications therefor in a form satisfactory to the DRC, showing insofar as appropriate (i) the size and dimensions of the improvements, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, (vii) the landscaping arrangements, and (viii) fence design.

(2) Such plans and specifications shall be approved in writing by the Design Review Committee prior to commencement of construction.

(3) Approval of said plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained in this declaration, but also because of the reasonable dissatisfaction of the DRC with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvements or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because, in the reasonable judgment of the DRC, it would render the proposed improvement inharmonious or out of keeping with the overall design objectives for Glacier Ridge or the improvements erected on other homesites.

12. **CLEANLINESS:** Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create fire hazard or visual pollution.

13. **SCREENING:** All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities including wood storage shall be screened from view from neighboring parcels.

14. **DUMPING:** No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste shall be kept in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried within the subdivision.

15. **MANUFACTURED HOMES OR MOBILE HOMES:** "Manufactured homes" or "mobile homes" of any kind are not permitted in Glacier Ridge for residential purposes.

16. **RECREATIONAL/UTILITY VEHICLE STORAGE:** The storage of motorhomes, boats, trailers, recreational vehicles, etc. are permitted providing their storage conforms to the following restrictions:

- (1) All subject vehicles must be placed in a location behind the front of the home and screened from view.
- (2) Vehicles should be stored on concrete, pavement, or approved gravel or cinder parking strips and not on grassy areas where overgrowth causes unsightly conditions.
- (3) Vehicles must be in good repair or screened from visibility from neighbors. (Old cars, race cars or any other trailers, motorhomes, boats, recreational vehicles, etc., which are being "restored," "repainted," or otherwise "worked on" for extended periods of time, and/or which would be considered "unsightly," must not be visible from the street.)

17. **TEMPORARY RESIDENCE:** No trailer, tent, shack or other building shall be constructed or placed upon any portion of any lot to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

18. **SIGNS:** No commercial sign may be displayed to the public view from any lot except a "For Sale" sign, "For Rent" sign or one used by a builder to advertise the property during the construction and sales period. No sign shall be larger than five (5) square feet, other than that furnished by the subdividers or their agents. One non-commercial sign will be permitted for each lot. The text shall be limited to the owner's name and the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding four (4) inches in height.

19. **UTILITIES:** No above-ground utilities, pipes, delivery poles, or wire shall be used to connect improvements with supplying facilities.

20. **OFFENSIVE ACTIVITY:** No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. Any noise and other occurrences incident

to the construction of a residence within Glacier Ridge shall not be considered an offensive activity, so long as it occurs between the hours of 7:00 a.m. and 9:00 p.m.

21. **CREATION OF HOMEOWNERS' ASSOCIATION:** The Glacier Ridge Homeowner's Association is hereby created as an unincorporated association.

22. **MEMBERSHIP:** Each owner shall be a member of the association. Membership shall automatically exist by virtue of ownership and will cease upon termination of ownership. "Owner" means any person or persons or other legal entity owning a homesite, including a vendee under a recorded land sale contract to whom possession has passed, excluding the vendor who has released possession.

23. **VOTE:** The owner or owners of a homesite will have one vote. For example, the owner of two homesites will have two votes, etc.

24. **CLASS OF MEMBERSHIP:** The association shall have two classes of members:

- a. Class A - All homeowners; and
- b. Class B - The developer.

25. **VOTE OF DEVELOPER:** Each vote of the Class B member shall be multiplied by a factor of 25.

26. **TERMINATION OF DEVELOPER'S MEMBERSHIP:** The Class B membership will terminate upon the happening of the following, whichever first occurs:

- a. Election by the developer to terminate membership by recording such election; or
- b. When ninety percent (90%) of the homesites have been sold and conveyed by the developer.

27. **ANNUAL MEETING:** Following the first six months after recording of these CC&Rs, the members shall meet once a year for the purpose of electing directors and such other business as is specifically stated in the notice of meeting. The first meeting shall be held on the second Tuesday of the month of November and then each year thereafter.

28. **SPECIAL MEETING:** Special meetings may be called by a majority of the Board of Directors or by a signed petition of one-third of the owners of the subdivision.

29. **NOTICE:** Notice of meetings shall be given in writing and delivered personally or by mail not less than ten (10) days nor more than thirty (30) days prior to the scheduled meeting. The place of meeting will be designated by the Board of Directors.

30. **QUORUM:** A quorum shall consist of members having not less than 25% of the votes which may be cast.

31. **PROXY:** Members may vote by mail or by signed proxy.

32. **BOARD OF DIRECTORS:** The Board of Directors will consist of three members, who shall elect a chairman. The elected directors' term shall be for one year. A quorum shall be a majority of the directors. Directors shall be the three persons receiving the highest number of votes at the annual meeting. The first Board of Directors shall be appointed by the developer until the first annual meeting.

33. **DUTIES OF DIRECTORS:** The duties of the directors shall be limited to the following:

- a. Setting the annual maintenance assessment and contracting for maintenance;
- b. Design review in accordance with the CC&Rs as the Design Review Committee; and
- c. Enforcement of the CC&Rs.

34. **STANDING:** The directors, on behalf of the association, shall have standing to bring a lawsuit in the courts of Deschutes County or other appropriate forum for enforcement of the CC&Rs and collection of the annual maintenance assessment.

35. **COMPENSATION:** The directors will receive no compensation.

36. **REMOVAL:** The directors may be removed and replaced by the membership at a special meeting called for that purpose. A director or directors may be removed only by a majority vote of a quorum of members.

37. **RELEASE:** The owners and their heirs, successors and assigns, by virtue of their membership, release and acquit each member of the Board of Directors for their ministerial and discretionary acts performed in their official capacity. No director shall be liable to an owner or the owners for acts, omissions or decisions done by the Board of Directors as a whole.

38. **RECORDS:** The Board of Directors shall keep a complete book of records, including minutes of each meeting and an accounting of all maintenance funds and other funds received by the association.

39. **BANK ACCOUNT:** The association shall maintain a separate bank account in its own name.

40. **ASSESSMENTS:**

a. The assessments levied shall be for the sole purpose of maintenance of the landscaped areas, payment of extra water charged to Lot 1 and Lot 21 for irrigation of landscaped areas, and for enforcement of the CC&Rs.

b. The developer and each owner covenant to pay the Association the assessments levied. Payment shall be made not later than March 1 of each year.

c. Assessments will be levied against each lot regardless of whether a home has been built on the lot.

d. The assessments shall be set annually by the Board of Directors, who shall prepare and present a budget for the assessment to the members prior to the meeting at which the annual assessment is set.

e. The assessment shall be set at the Annual Meeting on the second Tuesday of November.

f. If, before the expiration of the calendar year, the Association fails to fix the annual assessment, the annual assessment established for the preceding year shall continue until a new annual assessment is fixed.

g. All assessments properly imposed under this Declaration shall be the joint and several personal obligation of all owners of the lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally

liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. An action for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

h. At any time any assessment or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Deschutes County, Oregon against the lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time, but not later than six (6) years after the latest lienable charge has been imposed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded prior to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded prior to the Association's notice of lien.

41. **TERM:** These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land, and all persons claiming by, through, or under them until the year 2020, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of majority of the then owners of the parcels.

42. **INVALIDATION:** Invalidation of any one of the foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

43. **BINDING:** The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Glacier Ridge and each of their legal representatives, heirs, successors or assigns. Failure, either by the owners above named or their legal representatives, heirs, successors or assigns, or the DRC, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

44. **OMISSION OR CONFLICT:** When these covenants do not cover a situation, the zoning ordinances of the City of Bend shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to

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be used. The decision of the developer or the DRC shall govern in determining which rules are the more strict.

45. **AMENDMENT:** These restrictions may be amended or modified at any time by the affirmative vote of two-thirds, of the then owners, of the parcels in Glacier Ridge. For this purpose, the record owner or owners of each parcel of the land described above shall be entitled to one vote.

46. **ENFORCEMENT:** These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Glacier Ridge. It is intended that each person as well as the Glacier Ridge Homeowners' Association shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages. The prevailing party shall be entitled to an award of attorneys' fees and costs, including those attorneys' fees and costs incurred on appeal.

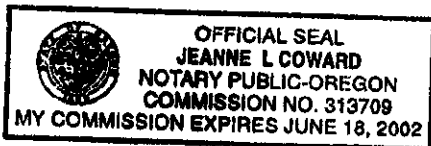
DATED this 8th day of March, 2000.

WOOD HOMES, INC.
Developer

By: [Signature]
William R. Wood

STATE OF OREGON)
) ss.
County of Deschutes)

Before me on the 8th day of March, 2000, personally appeared the above-named William R. Wood and acknowledged the foregoing instrument to be his voluntary act.



[Signature]
Notary Public for Oregon