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### COVENANTS, CONDITIONS AND RESTRICTIONS GOLFSIDE

These covenants and restrictions apply to all lots located in Golfside, Deschutes County, Oregon (collectively "property", with individual parcels also referred to as "lot"). They are enforceable by fee owners of the "benefited properties", which are defined as lots affected.

Golfside Investments, LLC, the undersigned fee owners of all the real property included in Golfside, a subdivision plat duly recorded on December 18, 2003, instrument number 2003-85804, Plat Records of Deschutes County, Oregon, adopts the following Covenants, Conditions and Restrictions, "Covenants," for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited property described above.

These Covenants will run with the land and be binding upon all persons having or acquiring a fee right, title and interest in the property or any part of the property. The Covenants shall inure to the benefit of each fee owner of lots within the property and the lot owner's heirs, successors and assigns.

For the purposes of identifying those owners described above and elsewhere in this instrument and the assignment of responsibility for compliance with and administration of these Covenants it is intended that the term "owners" or "owner" means an owner in fee title to any lot in the subdivision and does not include persons or entities which hold only a leasehold interest. Enforcement, interpretation and modification matters pertaining to this document rest solely with the fee simple owners of the individual lots of Golfside.

Tracts A, B, C, D, E and Common - 1 will be conveyed to the Homeowner's Association by Declarant at the time required by the Planned Community law, after street improvements and utility improvements have been installed in each phase. Each lot owner will be a member of the Homeowner's Association by virtue of lot ownership and each lot owner or lessee will be governed and controlled by these Covenants, the Declaration, Articles of Incorporation, Bylaws and rules and regulations of the Association and any amendments thereto. Voting rights of lot owners will be as provided by the Bylaws. All meetings of the Association, Board of Directors and Design Review Committees shall be conducted in accordance with such rules of order as may be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.

#### SECTION A - REQUIRED IMPROVEMENTS FOR HOMES IN GOLFSIDE

1. No work or construction that requires governmental permits may proceed until after all necessary permits have been obtained.
2. The longest side of all homes must face the private streets within the subdivision. In cases where the shape of a particular lot creates substantial difficulty in complying with the above paragraph, the director of the homeowner's association shall have the exclusive and unfettered right to approve a deviation from its requirements.

3. All foundations must meet the requirements of the City of Bend. Manufactured home foundations must comply with home manufacturer requirements.
4. Skirting must either be vinyl, concrete or painted treated 5/8-inch or thicker plywood installed in such a manner that the lower edge is straight and secured to stay that way.
5. All exterior doors shall swing inward. A porch with a concrete floor and steps shall be provided at each exterior doorway.
6. The porch at the front door and steps shall, at a minimum, attach to a three-foot wide by 4 inch deep sidewalk extending to the street.
7. All setbacks and other governmental regulations must be complied with.
8. All utility services, including television cable, must be installed underground and the trench fill must be compacted to 95% of maximum density.
9. Each lot owner shall install water lines, as necessary, from the home to the water line in the adjoining street and shall connect to a Roats Water Service meter to be set near the street on the lot being served by water.
10. Each home must have a carport or garage installed that is similar to the carports or garages within Golfside. The exterior shall have a primer coat of paint and then be painted to match the home. The interior must have one coat of paint on the interior walls. The carport or garage and its floor and foundation must conform to plans and specifications approved by the City of Bend. A 4" deep by 17' wide concrete approach must be laid between the carport or garage and the street or sidewalk. The soil under both must be compacted to a standard designed to support the slabs and the weight of traffic without breaking. The concrete floor for the garage or carport must have a light broomed finish. The approach must have a broomed finish.
11. Each home must have a fenced rear yard with the fence across the back property line and along the side property lines which turns at right angles to meet the rear corners of the home. One side must have a gate. The fencing must match the fencing in place within Golfside at the date this document is signed. The fence posts must be 4" x 4" pressure-treated wood, set a minimum of 2' into concrete in solid ground. If the ground compaction is inadequate, or the shelf rock is too close to the surface to keep the fence erect in all winds in the area, then the 4x4 posts must be attached to an adequate steel anchor set in cement in a drilled hole in the shelf rock. Fencing boards will be 1" x 6" x 6' rough tight-knot cedar.
12. The yard must be graded on all sides to city and state standards to slope away from the home at a grade of 2" in height for every 5' in length.
13. Each lot must be completely landscaped with fresh sod on a finely graded surface, along with 15 plants, 1 tree and rocks to match the landscaping in place within Golfside at the date this document is signed. All lots are required to have front and side yards furnished with underground sprinkler systems. Lot owners are responsible for installation and maintenance of the section of the community sprinkler system which is on owner's lot.
14. Each home must include a storage building in the rear yard. The building must be located along the rear fence and leveled with pressure- treated lumber. The building must be painted on the exterior with paint that matches the home exterior paint and meet all other requirements of these Covenants.

15. A lot number in a form like those already installed on the date this document is signed must be fixed to the front of each carport or garage.
16. Temporary steps may be used for a maximum of thirty (30) days. Tongues, tires and axles must be removed from a manufactured home after a manufactured home is placed on a lot.
17. Residents shall not have patio awnings in the front yard of a home.
18. Commercial grade heat tape is required to be installed on the portions of the water system that is exposed and above the ground to prevent freezing during the winter months.
19. All work in Section A - Required Improvements for Homes in Golfside, the guidelines for installation of manufactured homes, must be completed within 30 days after the arrival of the home within Golfside.

**SECTION B - GOLFSIDE SITE IMPROVEMENT SPECIFICATIONS**

<b><u>IMPROVEMENT:</u></b>	<b><u>DIMENSIONS:</u></b>	<b><u>MATERIALS:</u></b>	<b><u>FINISH:</u></b>
Carport	18'x18'	Wood w/Concrete Slab Floor/ Siding to match home	Paint
Storage Shed	8'x8'	Wood	Paint
Driveway	16' Wide	4" Concrete	Light Trowel/ Broom
Approach Walks	3' Wide	4" Concrete	Light Trowel/ Broom
Skirting	24"	Vinyl/Pressure Treated Plywood on all Garaged units.	
Water/Sewer/Electrical	To Code	To Code	
Grading/Landscaping	Entire Lot	Sod/15 Plants/1 Tree/Rocks	
Fencing	6' High /1x6	Tight Knot Cedar Fencing	
Pre-Cast Steps	Prefabricated by Advanced Precast Products or other company with steps meeting the same specifications as those manufactured by Advanced Precast Products		
Sprinkler System	Front & Side Yard	To Code	
Heat Tape		Commercial Grade Heat Tape	

The specifications are minimum standards but permission to exceed the standard imposed herein must be obtained from the Declarant or his successor.

**SECTION C - RULES AND REGULATIONS**

1. No permanent alterations are to be made to homes without the approval of Declarant prior to turnover, or the homeowner's association after turnover has occurred.
2. All homes, accessories, alterations and additions shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation and maintenance.
3. Homes must be a minimum of 24 feet wide. All homes must have a minimum of 6" overhanging eaves on all sides of the home except that portion where a garage or carport will be attached. All roofs to have a minimum of 3:12 pitch and be covered with 3 tab asphalt composition shingles. All siding is to be of wood or composition material. Vinyl material will be acceptable if it is horizontal lap style. Log style siding is prohibited.

4. All homes must have at least one window of not less than 12 square feet on the side/end of the home that faces the street.
5. Owner may erect play equipment in Owner's backyard with Declarant's prior written permission before turnover occurs, or with the Homeowner's Association prior written permission after turnover has occurred. All play equipment must be located behind the home and within the designated fenced boundaries of the Owner's yard.
6. Clothes lines or clothesline poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck or porch railings or otherwise left outside the Owner's home. No lot owner will cause anything to be hung, displayed, or placed on any common property, nor otherwise change the appearance of any portion of the common property without the prior written consent of the Board of Directors.
7. Owner shall at all times keep clean and maintain in good repair the exterior of the home, as well as all appurtenant structures under the control of the owner, such as decks, steps, storage buildings and fences. All wooden structures such as decks, hand railings, storage buildings, etc., shall be painted or stained as necessary to prevent their visual and physical deterioration.
8. Owner is responsible for maintaining all lawn areas, flowers and shrubbery on Owner's lot. Lawns must be mowed on a regular basis during the spring/summer/fall growing season, edged, fertilized, kept free of weeds and watered as necessary to maintain green grass. If the landscaping is not properly maintained, the Homeowner's Association reserves the right to, after at least ten (10) days written notice, perform whatever landscape maintenance may be required and charge the Owner directly.
9. Common areas, driveways, streets and lots, including porches and decks, are to be kept clean and free from trash and litter at all times. Toys, bicycles and/or tricycles are not to be left in the streets, sidewalks or in front of Owner's home. Garbage cans, gardening tools and equipment, motorcycles, etc., must be stored in Owner's storage shed.
10. Furniture left outside the home shall be limited to items commonly accepted as outdoors or patio furniture and must be kept in good repair. Outdoor furniture must be kept in the backyard.
11. Firewood must be stored inside the home or in an approved storage shed or garage.
12. No satellite type antenna dishes, CB, home radio antennas or exterior TV antennas are allowed. Nothing in this paragraph is intended to conflict with federal regulations and in the event of such a conflict, federal law shall be the standard.
13. No commercial vehicles or equipment are allowed to be parked on any lot. Inoperable vehicles may not be stored or left in the driveway, carport or on the lot. Inoperable vehicles may be stored in the Owner's garage, if applicable. Owner's parking is restricted to the Owner's carport and driveway.
14. Motor homes, trailers, boats, other recreational vehicles and camper tops are not allowed to be stored on Owner's lot. Recreational vehicles including motor homes, campers, and travel trailers may be left on Owner's lot for no more than 48 hours to allow loading and unloading.
15. No repair of automobiles, motors, engines, trailers, boats or other similar equipment will be made in Golfside, and no automobile equipment, engines, motors, etc., shall be washed anywhere in Golfside. Owner shall not bring onto the premises or allow to be brought onto the premises any substances which would constitute pollutants or

hazardous wastes which would or might result in liability to any owner of the land (present or future) under the provisions of state or federal laws dealing with pollution, hazardous wastes and environmental protection including but not limited to CERCLA, RCRA or other applicable state and federal law."

16. Owner shall not commit or allow any racketeering or other illegal activities to be conducted on the premises, nor to commit or allow any other activities on the premises which would make the premises subject to seizure or forfeiture by any governmental agency, including but not limited to forfeiture under Chapter 791 Oregon Laws, 1989.
17. Owners must remove (take down) any holiday decorations from their home within twenty (20) days after the celebrated holiday.
18. Each lot, and its improvements, shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

#### **SECTION D - ENFORCEMENT**

These restrictions shall be for the protection and benefit of each of the property owners. Any such person shall have the right at law or in equity to enforce the restrictions. Deschutes County or the City of Bend will not be responsible for enforcement of these restrictions.

These restrictions shall run with the land and shall be binding on the owner of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (2/3) of the benefited properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in the Deschutes County real property records.

Invalidation of any provision of these Covenants, or subsequent amendments to these Covenants by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

If a suit or action (including arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees. In addition, the Association shall be entitled to its reasonable attorney fees incurred in any enforcement activity taken to collect delinquent assessments, whether or not suit or action is filed.

Failure by either the Association or by any Owner or mortgagee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

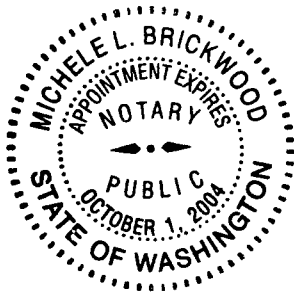
**DECLARANT**

**GOLFSIDE INVESTMENTS, LLC**

*Walter Musa Jr*  
By: Walter Musa, Jr., Managing Member

STATE OF WASHINGTON    )  
  ) ss.  
County of Clark         )

This instrument was acknowledged before me on August 10, 2004 by Walter Musa, Jr., as Managing Member of Golfside Investments, LLC.



*Michele L. Brickwood*  
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Notary Public for Washington  
My Commission Expires: 12-1-2004