

DESCHUTES COUNTY OFFICIAL RECORDS  
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2001-56941



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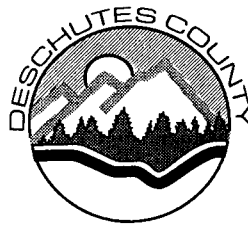
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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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**PLANNED COMMUNITY SUBDIVISION DECLARATION FOR GRANDRIDGE**

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS**

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**GRANDRIDGE**

This DECLARATION is made this 30th day of August, 2001 by Grandridge, a Limited Partnership herein "Declarant". Of the following described property:

Lots one through fourteen located in the east one-half of the northeast one-quarter of the southwest one-quarter, the northwest one-quarter of the southeast one-quarter and the west one-half of the northeast one-quarter of section 14, township 16 south, range 11 east, Willamette Meridian, Deschutes County, Oregon.

**RECITALS**

A. The Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, consisting of fourteen Parcels, referred to herein as "Grandridge". The subdivision plat map is attached.

B. The Declarant desires to adopt certain conditions, covenants, and restrictions intended to govern the development and use of Grandridge, and every parcel and portion of Grandridge, in order that all Owners may use and fully enjoy Grandridge as an attractive, well maintained and livable planned rural development.

NOW THEREFORE, the Declarant hereby declares that Grandridge and each and every parcel and portion thereof, shall be held, sold, and conveyed subject to the easements conditions, covenants and restrictions set forth in this declaration, for the enjoyment and benefit of the owner of any parcel or tract in the rural planned community. These conditions, covenants and restrictions run with the land and shall be binding upon all present and future owners of the property, any parcel or portion thereof or any interest thereon.

**DEFINITIONS**

The following words when used in this declaration shall have the following meanings:

1. "Grandridge" shall mean and refer to the fourteen parcels contained within the subdivision plat filed with the recorder for Deschutes County, Oregon # E482 to E485.
2. "Declarant" shall mean and refer to the undersigned Grandridge, an Oregon Limited Partnership.

**AFTER RECORDING RETURN TO:  
GRANDRIDGE, L.P. ATTN: KEVIN BENDER  
20285 NW AMBERWOOD DR  
HILLSBORO OR 97124**

3. "Parcels" are Parcels 1 through 14 of Grandridge.
4. "Owner" shall mean and refer to the record owner, including contract buyer, whether one or more persons or entities of any parcel or any parties of the property, but excluding those having such interest merely as security for the performance of an obligation.
5. "Residence" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions, together with attached or detached garage and the portions, porches, decks, and steps annexed thereto.
6. "Setback" shall mean and refer to the minimum distance required by local ordinance or zoning regulations, or the declaration, between a residence or other structure and the street, road or parcel property line or as noted on the subdivision plat of Grandridge.
7. "Committee" shall mean and refer to the Architectural Review Committee to be established under this declaration.

## **CONDITIONS, COVENANTS AND RESTRICTIONS**

### **1. Permitted Uses**

- 1.1 Residential Use Only. Each Owner will use his (or her) parcel as a single family residence (one per parcel).
- 1.2 Secondary Use as Scenic Open Space. As a secondary use, an owner may enjoy and use his (or her) parcel as scenic open space.
- 1.3 Not more than one (1) custom-built residence shall be constructed on any one parcel, nor shall any parcel be divided, subdivided or partitioned. It is the intention of the Declarant, its successors and assigns that each parcel be improved, with only one residence and that no parcel be subject to future divisions or portions.
- 1.4 No obnoxious or offensive trade or activities shall be carried on upon any parcel, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

### **2. Architectural Review**

- 2.1 No Residence, including any outbuilding, structure, improvement, obstruction, ornament, fence, wall, hedge or anything of any kind, shall be constructed or

placed on a parcel; no site disturbance and no trees shall be removed from a Parcel until the construction plans, specifications and lot plans showing location of structure(s) and location of any trees to be removed have been approved by the Architectural Review Committee, herein called the "Committee". Such review shall be for the purpose of ensuring quality of workmanship and materials; harmony of external design with existing structures, location with respect to topography, finished grade elevation, view obstruction and conformance to any approved grading and drainage plans. ( Refer also to Article 6.4 of this document).

2.2 The building plans to be submitted to the Committee shall consist of one complete set of plans and specifications showing insofar as appropriate:

- (a) the size and dimensions of all contemplated improvements;
- (b) the exterior design;
- (c) the approximate exterior color scheme;
- (d) the location of all existing and contemplated improvements on the parcel, including driveway, parking, grading or tree removal and distance from the property lines.

2.3 A complete set of the approved plans and specifications shall be left with the Committee for a period of sixty (60) days after written Notice of Completion of all contemplated improvements has been received by the Committee. This is for the purpose of determining whether, after an inspection by the Committee, the improvements, and site work comply substantially with the plans and specifications submitted. In the event that the Committee determines that such improvements or site work do not comply with such plans and specifications it shall notify the owner in writing within the 60-day period. Whereupon, the owner shall, within a reasonable time, either remove such improvements or alter such improvements to bring them into compliance with such plans and specifications.

In the case of noncompliance, the Committee may enter upon the offending property and take action to cure. Any action taken will be reasonable in cost and become a lien against the owner's property.

2.4 No residence shall exceed a height from the ground level to the peak of the roof which unduly restricts the view from other parcels. Such restriction shall be subject to any county/city standard, if more restrictive, and shall include front, rear and side yard building setbacks.

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

- 2.6 Estoppel Certificate. Within thirty (30) days after written demand by an owner, the Committee shall execute and deliver to the owner requesting the same, an estoppel certificate certifying with respect to the lot of such owner that, as of the date on the certificate, either
- (a) all improvements and other work within said lot comply with all restrictions, rules, and regulations adopted in or pursuant to the Grandridge declaration; or,
  - (b) that such improvements and work do not comply for reasons specified in the Estoppel Certificate.

Any purchaser or mortgage of a lot may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the owners.

### **3. Building Requirements**

All Residences or other structures constructed on any parcel or portion of the property shall comply with the following building requirements, unless a written variance or waiver of such requirement is first obtained from the Committee.

- 3.1 All structures on the parcel shall be sightly and of a character to enhance the value of the Parcel. All structures shall be finished and painted or stained on the exterior. All residences shall have an indoor sprinkler system as required by the Fire Marshall.
- 3.2 No residence shall have less than 2650 square feet of interior living floor space area, exclusive of a garage, porches, and outbuildings.
- 3.3 Outbuildings if approved shall be the same color and have the same exterior materials as the residence.
- 3.4 Construction of any improvement shall be completed within one year from the date of construction commenced. The main residence shall be constructed first.
- 3.5 No structure of temporary nature, basement, tent, shack, garage, barn, guest house, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. A small structure for use by a builder as his construction shack will be permitted during the period of construction only.
- 3.6 A guest house is permitted on each parcel, subject to county code; however, it cannot be occupied prior to completion of the primary residence.

#### **4. Landscaping**

- 4.1 All front-yard landscaping shall be completed concurrent with the construction of any residence. All landscaping that faces the road shall be completed within 180 days of the completion of any residence, and shall be landscaped with lawn or other reasonably acceptable ground cover. All shrubbery, lawns, hedges, trees and other landscaping shall be mowed, trimmed, and kept well groomed at all times.
- 4.2 Grandridge contains common improvements including an entryway monument. Such shall be landscaped, improved and maintained by the Committee for the benefit, and enjoyment of all owners. The expense of common area and easements shall be assessed to all owners.
- 4.3 Each parcel owner is responsible for damage to the common area caused by neglect or intentional acts of the parcel owner, guests of the parcel owner, or occupants of the parcel, including animals.

#### **5. Hedges, Fences and Walls**

- 5.1 With the exception of the native juniper, no shrubs, trees or bushes shall be allowed to grow to a height which unduly restricts the view from any adjoining parcel unless approved by the Committee. The Committee, at its discretion and after an investigation, may require that any offending shrub, tree or bush be pruned, trimmed or removed.
- 5.2 Fences, if any, shall be subject to approval of the Committee.
- 5.3 No hedge, fence-in-hedge wall, boundary wall, retaining wall, monument, sign or similar structure shall be erected or maintained between any front setback line of any building site and any street line serving as a boundary line for such building site, unless the approval of the Committee as to material, form, size and color is first obtained.

#### **6. Architectural Review Committee**

To create a planned community designed to maintain an aesthetically pleasing environment, it is necessary to impose stringent requirements on the location, size, materials, color, design and landscaping of each structure placed on any parcel. The Architectural Review Committee is established to meet these objectives.

- 6.1 A three-person Architectural Committee shall be established which shall have authority as stated in this declaration. Any waiver or variance of any provision of this Declaration granted by the Committee to any owner must be in writing.

- 6.2 The initial membership of the Committee shall consist of Kevin Bender, Phil McLennan and Ken Mueller. All decisions of the Committee shall be by majority vote.
- 6.3 Each Committee member shall serve without bond and, in the exercise of any duty respectively conferred herein, shall not be liable to any owner for any act or failure to act under this declaration, except for fraud or willful misconduct.
- 6.4 Any approval or disapproval of the Committee required in this declaration shall be in writing. In the event the Committee fails to approve or disapprove within sixty (60) days after plans, specifications or request for approval have been submitted, it shall be presumed that approval has been given.
- 6.5 After all fourteen (14) parcels are sold, all initial members of the committee will resign and written nomination of three new Committee members (from the pool owners) shall occur. New elections will be held annually thereafter.

**7. Power of Assessment and Enforcement**

Assessments may be levied by the Committee for the purposes stipulated in this section.

- 7.1 If litigation is filed to enforce this declaration, the prevailing party will be entitled to reasonable attorney fees at trial and on appeal as determined by the respective court.
- 7.2 An owner may enforce this declaration against another owner through legal proceedings for damages suffered by the owner or injunctive relief, but only after written request has been provided to the owner to enforce the declaration.
- 7.3 Any notice required to any owner may be provided by regular mail and addressed to the owner at the street address of his or her parcel.
- 7.4 The Committee shall have the authority to assess all owners an annual fee to be applied to:
  - (a) maintenance of, and improvements to, the entry signs, roadway signs, landscaping of the common areas, and the right-of-ways within the Grandridge plat.
  - (b) expenses incurred in enforcing or implementing this declaration including, but not limited to, insurance premiums, legal and accounting fees;
  - (c) the establishment of reasonable reserves for the payment of such expenses.

- 7.5 Annual assessments shall be charged at a uniform rate for all lots. Such assessments may be collected on an annual, quarterly, or monthly basis at the discretion of the Committee.
- 7.6 The Committee shall establish an interest-bearing checking account at a federally insured financial institution for the deposit of all funds collected from owners. Account balances and records, books and minutes reflecting Committee actions shall be maintained and shall be available for review by any owner at any reasonable time upon prior written request.
- 7.7 The Committee may also maintain a reserve account for replacement of all items which will normally require replacement.
- 7.8 Enforcement. The Committee shall act as a mediating party to resolve any complaints from owners about the activities of other owners thought to be in violation of this declaration. It is the intent of the Declarant that the Committee shall not be expected nor able to police Grandridge, but that the Committee shall be entitled to rely upon owners to bring to its attention any alleged violations of this declaration for investigation and, if deemed appropriate, correction and enforcement. Each owner is empowered to enforce the covenants.
- 7.9 The lien of the assessments provided herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon any parcel. Sale or transfer of any parcel shall not affect the assessment lien or any assessments thereafter becoming due.

**8. Property Use Restrictions**

- 8.1 Unless approved by the Committee, no sign of any kind shall be displayed to public view on any residence or other structure on any parcel except one professional sign of not more than five square feet advertising parcel for sale or a sign used by the builder to advertise the parcel during the construction and sales period. If parcel is sold, any sign relating thereto shall be removed immediately, except that the builder may post a "sold" sign for a reasonable period following a sale.
- 8.2 No parcel or portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from public view. Outside burning is governed by the Fire Marshall.



- 8.3 No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any parcel or portion of the property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.
- 8.4 No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence, either temporarily or permanently on any parcel or portion of said property.
- 8.5 Junk cars or other unsightly vehicles or other inoperable equipment of any kind shall not be allowed on any part of any parcel or portion of the property nor on public ways adjacent thereto.
- 8.6 No exterior antennas or aerials shall be permitted unless required for reception, and then only if approved by the proper authority and the Committee.
- 8.7 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 outdoor overhead wires shall be erected, placed or maintained within any parcel or portion of the property. All purchasers of any parcel, their heirs, successors and assigns shall use underground service wires to connect their residence or other structures to the underground electric or telephone utility facilities. Propane tanks shall be enclosed by fencing or shrubbery.
- 8.8 Only a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to others, will be permitted on any parcel. Unless they are under the control of an owner or guest, pets shall be confined to the owner's property.
- 8.9 No firearms shall be discharged in the Grandridge development.
- 8.10 No parcel shall be developed, rented, offered for sale as a timeshare estate. (The property is meant to be used for a permanent residence).

This Declaration shall not be amended or modified in any way except by written approval by sixty-six and two-thirds percent (66.67%) of the Owners. However, if the Declarant is an owner, then any proposed amendments or modifications shall be subject to it's approval exclusively.

Dated: Effective as of AUG. 30th 2001

By: Philip A. McLennan  
Philip A. McLennan

The foregoing instrument was acknowledge before me this 30<sup>th</sup> day of August, 2001 by Philip A. McLennan of Grandridge, an Oregon Limited Partnership.



Nancy M. Olsson  
Notary Public for Oregon

DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 1 in Grandridge

Dated: effective as of \_\_\_\_\_

By: George E. Warner Trustee  
George E. Warner, Trustee

STATE OF Oregon )  
COUNTY OF Deschutes ) ss

The foregoing instrument was acknowledged before me this 21 day of September, 2001 by George E. Warner.

Karen Banks  
Notary Public for Oregon  
12-4-03



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 2 in Grandridge

Dated: effective as of 10-1-01

By: Timothy D. Nelson  
Timothy D. Nelson

STATE OF Oregon )  
COUNTY OF Deschutes ) ss

The foregoing instrument was acknowledged before me this 1 day of Oct,  
2001 by Timothy D. Nelson.

Trisa Russell  
Notary Public for Oregon



**DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS**

Reference: Lot # 7 in Grandridge

Dated: effective as of 10/26/01

By: James H. Coon  
James H. Coon

By: Gloria M. Coon  
Gloria M. Coon

STATE OF OREGON)

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 26 day of Oct, 2001  
2001 by James H. Coon and Gloria M. Coon.

Connie S Reynolds  
Notary Public for Oregon



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 9 in Grandridge

Dated: effective as of 9/22/01

By: Nettie L. Morrison  
Nettie L. Morrison

By: Nancy L. Breitenstein  
Nancy L. Breitenstein

STATE OF Oregon )  
COUNTY OF Deschutes ) ss

The foregoing instrument was acknowledged before me this 26 day of September, 2001 by Nettie L. Morrison and Nancy L. Breitenstein.

Karen Goodman  
Notary Public for Oregon



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 10 in Grandridge

Dated: effective as of 11/1/01

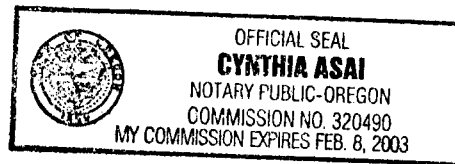
By: [Signature]  
James Boryska

By: [Signature]  
Joyce Boryska

STATE OF Oregon )  
 ) ss  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November,  
2001 by James and Joyce Boryska.

Cynthia Asai  
Notary Public for Oregon



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 12 in Grandridge

Dated: effective as of 9/24/01

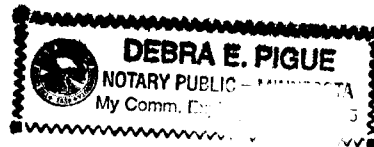
By: John C. Appel  
John C. Appel

By: Susan J. Appel  
Susan J. Appel

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss

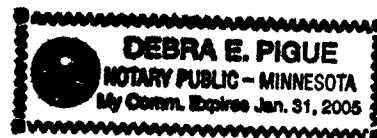
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2001 by John C. Appel and Susan J. Appel.

Debra E. Pigue  
Notary Public for Oregon



I, Debra E. Pigue, do acknowledge that I witnessed and notarized the signature of John C. Appel and Susan J. Appel on the 24<sup>th</sup> day of September in the year of 2001. I am commissioned in the State of Minnesota and the County of Hennepin. My commission expires on January 31, 2005.

Debra E. Pigue  
Notary Signature





DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 13 in Grandridge

Dated: effective as of 9/24/01

By: [Signature]  
Richard P. Fackler

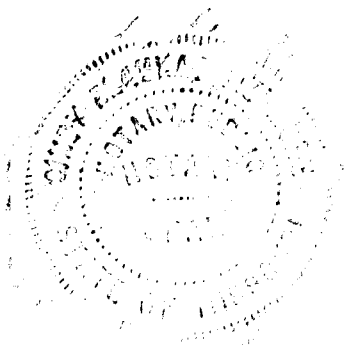
By: [Signature]  
Janice F. Fackler

STATE OF Missouri )  
COUNTY OF Jasper ) ss

The foregoing instrument was acknowledged before me this 24 day of September, 2001 by Richard P Fackler and Janice F. Fackler.

[Signature]  
Notary Public for Oregon

Cindy Blaukat Sizemore, Notary Public  
State of Missouri, Jasper County  
My Commission Expires Feb. 02, 2003



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS

Reference: Lot # 14 in Grandridge

Dated: effective as of 9/25/01

By: Verner W. Clapp, Jr.  
Verner W. Clapp, Jr.

By: Jessie A. Clapp  
Jessie A. Clapp

STATE OF Oregon )  
COUNTY OF Deschutes ) ss

The foregoing instrument was acknowledged before me this 25 day of September, 2001 by Verner W. Clapp, Jr. and Jessie A. Clapp.

Karen Banks  
Notary Public for Oregon  
Commission expires 12-4-03

