

2006-68471



\$86.00

00501028200600684710120125

10/13/2006 09:38:06 AM

D-CCR Cnt=1 Stn=23 JS

\$60.00 \$11.00 \$10.00 \$5.00

After Recording Return to:

Dale Stewart

65785 Mariposa Ln

Bend OR 97701

Attn: Dale Stewart President

AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR GRANDRIDGE

THIS AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR GRANDRIDGE (this "Declaration"), to be effective upon its recording in Deschutes County, Oregon, is made and executed on the date hereinafter set forth.

WITNESSETH

Pursuant to ORS 94.590 and Section 9 of that certain "Planned Community Subdivision Declaration for Grandridge Declaration of Conditions, Covenants and Restrictions Grandridge" dated August 30, 2001 and recorded in the real property records of Deschutes County, Oregon on November 19, 2001 at Volume 2001, Page 56941 (the "Original Declaration"), the Owners (as defined herein) desire to amend and restate the Original Declaration in its entirety. The members of the Grandridge Owners Association desire to amend and restate the Original Declaration in its entirety.

NOW THEREFORE, the real property described on attached **Exhibit A** (the "Property"), shall be held, sold, hypothecated, and conveyed subject to the covenants, conditions, and restrictions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the undersigned duly elected president and secretary of the Grandridge Owners Association hereby certify that the foregoing instrument was duly approved at a duly noticed meeting by the Owners of the Grandridge Owners Association on the

26 day of August 2006.
20 August 2005

Dale Stewart

President

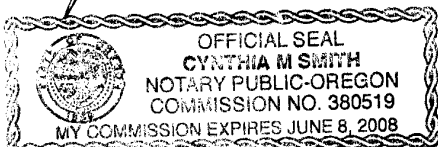
Janet Lockler

Secretary

STATE OF OREGON }

COUNTY OF Deschutes }

The foregoing instrument was acknowledged before me the 25 day of September 2006, by Janet Lockler the secretary of the Grandridge Owners Association.



Cynthia M. Smith

Notary Public, State of Oregon

My Commission Expires: June 8, 2008

STATE OF OREGON }

COUNTY OF DESCHUTES }

The foregoing instrument was acknowledged before me the 21st day of SEPTEMBER 2006, by DALE STEWART, the president of the Grandridge Owners Association.



Jan'el C. Morris

Notary Public, State of Oregon

My Commission Expires: 8.26.2010

AMENDED AND RESTATED CC&RS

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.

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. "Parcels" are Parcels 1 through 14 of Grandridge.
3. "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.
4. "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.
5. "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.
6. "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 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 or 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 (3) 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.
- 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 as quickly as possible based on structure size and current building environment. Prior to commencement of work the owner shall submit a preliminary building schedule to the Committee, including:
- (1) Excavation completion

- (2) Foundation completion
- (3) Framing completion
- (4) Close up
- (5) Finish completion
- (6) Landscape completion
- (7) Road paving completion
- (8) Move in
- (9) Roadside landscape completion
- (10) Work shall be continuous with no break in continuity. In the event of unexpected work stoppage or delay in planned progress, the Committee shall be notified immediately and completion schedule shall be updated.

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 Grand Ridge Landscape Standard

(a) Definition

The road side area shall include all property that is within view of a person walking or riding on Mariposa Lane. As a minimum it shall include the area within 30 feet from the road unless that area is on an extreme uphill ridge adjacent to the road.

(b) Standardized address boards and newspaper boxes.

The Grand Ridge Owners Association shall provide a standardized address board and newspaper box to each member who desires to install one on his property. It is not mandatory to install the address board/newspaper box; however, these are the only address board/newspaper boxes that are permitted. All others must be removed when the Association provided units are available.

(c) Minimum landscape requirements.

Each homeowner shall maintain an attractive landscaped area adjacent to the house and at the intersection of the driveway and Mariposa Lane.

(1) House landscaping.

Landscaping may be as simple or as elaborate as the homeowner desires. Native plantings and desert-adapted plantings which conserve water are recommended but not required. County guidelines regarding clear areas, fire suppression, and fire prevention in a rural area shall be complied with.

(2) Driveway landscaping.

Driveway landscaping shall include an area at least 15 x 15 on each side of the driveway. Tastefully designed displays of trees, shrubs, grasses, and flowers in a natural setting are preferred. Native plantings and plantings adapted to our high desert environment are similarly preferred. Dry landscaping is acceptable provided it is well designed and implemented to provide the feeling of an upscale community. Driveway landscaping plans shall be approved by the Architectural Review Committee (ARC).

All landscaping shall be well maintained and neat. All homeowners shall be sensitive to the fire hazard posed by tall weeds, low hanging branches, and tree trimmings. They shall ensure that they minimize these dangers to the community.

(d) Grooming standards for roadside areas (other than landscaped areas).

The Grand Ridge Owners Association shall be responsible for maintaining the area adjacent to Mariposa Lane from Innes Market Road to the Grand Ridge sign. These areas shall be kept neat and clear of weeds. Trees shall be kept trimmed and healthy. The mail box shall be kept in good repair. It shall be acid washed as necessary.

The Owners Association shall also be responsible for maintaining the area adjacent to the Grand Ridge sign. This area shall be landscaped with environmentally responsible plantings which when installed shall require minimum water and maintenance. Plant material shall be primarily native plants and plants that are well adapted to our high desert environment. The Grand Ridge sign and bridge walls shall be kept in good repair. They shall be acid washed as necessary. Lighting shall be maintained to illuminate the Grand Ridge sign and to present plantings in the vicinity of the sign to their best advantage.

The Grand Ridge Owners Association shall also be responsible for weed control in the area within 10 feet of Mariposa Lane from the Grand Ridge sign to the turnaround loop and the area within the loop. The area within 10 feet of Mariposa Lane shall be clear of weeds and plants except for those planted by homeowners as part of their landscaping. The turnaround circle shall be kept clear of noxious weeds and unsightly litter. Lighting shall be maintained.

Homeowners are responsible for ensuring that roadside areas on their properties are kept clear of litter and debris. They shall also ensure that roadside areas not maintained by the Grand Ridge Homeowners Association are free of all tall weeds and noxious weeds as defined by the county, including, but not limited to: toadflax, Russian thistle (tumbleweed), and knapweed.

- (e) The ARC shall be responsible for maintaining compliance with these requirements. They shall notify the Board of any shortfalls in the Grand Ridge Owners Association compliance and they shall notify homeowners of personal non-compliance issues.
 - (f) Unbuilt lots not subject to the provision of paragraph 4.1 shall ensure that no tall or noxious weeds as defined by Deschutes County, including but not limited to toadflax, Russian thistle (tumbleweed), and knapweed, are visible from the roadway.
- 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 the 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 aesthically 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 All decisions of the Committee shall be by a 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 Board will resign and written nominations of three new Board members (from the pool of owners) shall occur. New elections will be held annually thereafter.

7. Power of Assessment and Enforcement

Assessments may be levied by the Board 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 Board 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 plan;
 - (b) expenses incurred in enforcing or implementation 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 Board.
- 7.6 The Board 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 Board actions shall be maintained and shall be available for review by any owner at any reasonable time upon prior written request.
- 7.7 The Board may also maintain a reserve account for replacement of all items which normally require replacement.
- 7.8 Enforcement. The Board all 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 Board shall not be expected nor able to police Grandridge, but that the Board 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 of nuisance to the neighborhood.
- 8.4 No trailer, camper-truck, tent, garage, 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 approval by the proper authority and 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.)

9. Amendment, Modification and Recordation

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.

EXHIBIT A

The Property

Lots one through fourteen, GrandRidge, 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.