

DESCHUTES COUNTY OFFICIAL RECORDS
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2003-50797



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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RETURN to G. Hoskin P.O. Box 1769
REDMOND, OR 97756

**PLANNERS COMMUNITY SUBDIVISION DECLARATION
FOR
GUYS ACRES, DESCHUTES COUNTY,
STATE OF OREGON**

INDEX

	Page
DECLARATION	1
ARTICLE I- Definitions	1
ARTICLE II- Restrictions	2
ARTICLE III- General Provisions	4
ARTICLE IV- AR Review	4

DECLARATION made this 28th day of JULY, 2003, by Red Mountain Investments, LLC, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, which is more particularly described as follows:

All Lots of Guys Acres, a duly recorded subdivision within Deschutes County, State of Oregon.

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all limitations upon each owner therefore, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

ARTICLE I

DEFINITIONS

SECTION 1: "Lot" shall mean and refer to any plot of land shown upon the recorded Subdivision plat of Guys Acres, with the exception of dedicated rights of way.

SECTION 2: "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for performance of any obligation.

SECTION 3: "Declarant" shall mean and refer to Red Mountain Investments, LLC and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

SECTION 4: "Residence" shall mean that portion or part of any structure intended to be occupied as a single-family dwelling or a multifamily dwelling, together with attached or detached garage, as the case may be and the patio, porches, or steps annexed thereto.

SECTION 5: "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS applicable to the Property as executed by the Declarant and the 28th day of JULY, 2003

ARTICLE II

RESTRICTIONS

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

- (1) No lot shall be used for any other purposes. No shop or store for business purposes shall be allowed on the property. No structure of a temporary character including trailer, tent, shed, basement, garage or other outbuilding shall be used for residential purposes on any lot, either temporarily or permanently, except model home/sales office during the initial marketing of the lots.**
- (2) The one story residential dwelling square footage, excluding garage, shall contain at least 1200 square feet. A two-story dwelling must contain at least 1400 square feet, excluding garage. All single family residences must be constructed with a two-car garage minimum; multi-family units may have a single car garage. Garages are required for all dwellings.**
- (3) All driveways shall be paved or concrete, and there shall be no excavation on any of the parcels for gravel or cinder aggregate.**
- (4) The residences shall not exceed two stories in height, excluding the subsurface basements. The roof shall be constructed of architectural composition shingles, earth tone concrete, or clay tiles.**

- (5) All exterior walls facing streets shall be double construction with lap or other siding (wood or composite material). Other walls may be T111.
- (6) Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.
- (7) No signs shall be permitted except those permitted by the City of Redmond.
- (8) All buildings constructed must be completed within six months from the date construction commenced, excluding inside finish work.
- (9) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked on the streets or in any driveway within Guys Acres for more than five (5) days. Parking of trucks larger than 1 ton shall not be allowed on any lot. Outdoor storage of garbage, trash, agriculture machinery, lawn mowers, building material, toys, furniture, appliances, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted to be stored in the front yard or within direct view from any street. Covering with tarp or in a garage can is not considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary containers.
- (10) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Guys Acres on Saturday and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, during construction, streets shall be left in clean condition on Saturdays and Sundays. The intent of this provision is to maintain the appearance of Guys Acres for potential house buyers on Saturdays and Sundays.
- (11) No farm animals are permitted within Guys Acres including chickens, geese, goats, sheep, cows, pigs or horses.
- (12) No exposed television or other antennas shall be installed or located upon said properties except satellite dishes not exceeding 18" in diameter.
- (13) All front yards shall be landscaped within three months after the date of occupancy of the residence, including city ordinance requirements for street trees.
- (14) Any fence shall not be more than 6' high constructed with vertical cedar boards or vinyl.
- (15) All dwelling construction plans are subject to review by Declarant to ensure compliance with the restrictions herein and to maintain acceptable standard of design quality.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event, be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of the Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any instrument affecting a revocation or any amendments of this Declaration must be properly recorded in the Deed of Records of Deschutes County, Oregon.

ARTICLE IV

ARCHITECTURAL & PLAN REVIEW CONTROLS

SECTION 1. Before any structure may be constructed within the Subdivision, the Owner of the proposed construction site shall comply with these CC&R's. Failure to do so shall be deemed a violation of the CC&R's.

SECTION 2. Architectural control over any improvements and location of building within the Subdivision shall be exercised exclusively by the Plan Review Committee. Improvements include all structures, landscaping, fences and screening.

SECTION 3. No dwellings, garage, fence, wall or other structure or building upon and Lot, or in any area or part of Guys Acres shall be erected or constructed unless and until two (2) complete sets of plans, specifications and plot plan thereof have been submitted to, reviewed and approved in writing by the Plan Review Committee. Said plans and specifications shall include but not necessarily be limited to, the exterior color scheme, exterior materials, building or structure to be erected or constructed and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the completed structure.

SECTOIN 4. Within ten (10) days after the plans are submitted, the plans shall be reviewed by the Plan Review Committee and the Committee shall return to owner one set of the plans stamped approved and dated by the Plan Review Committee. If any aspect of the proposed plan does not meet the criteria for development for Guys Acres, the Plan Review Committee shall advise the lot owner in writing of the Plan Review Committee's decision and the lot owner shall revise and resubmit them until they are approved. No structure shall be started without approval of the Plan Review Committee.

Section 5. After approval of the plans, the lot owner may begin construction in accordance with the plans. Construction not in conformity with the approved plans shall deem a violation of these CC&R's. Construction of the building shall be completed within one (1) year.

IN WITNESS WHEREOF, the undersigned being Declarant, has hereunto set its hand and seal this 28th day of JULY, 2003.

Red Mountain Investments, LLC

By *Gene W. Hoskin*
Gene W. Hoskin, Member

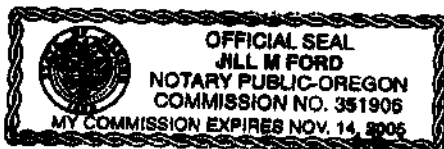
DECLARATION OF COVENANTS, CODITIONS, AND RESTRICTIONS, Red Mountain Investments, LLC. ACKNOWLEDGEMENT:

STATE OF OREGON

COUNTY OF DESCHUTES

On this 28th day of July, 2003, personally appeared before me **Gene W. Hoskin** who being duly sworn, states he is a member of Red Mountain Investments, LLC, the above named limited liability company and that the foregoing instrument was signed and sealed on behalf of said limited liability company and he acknowledged said instrument to be the voluntary act and deed of said company.

BEFORE ME:



Jill M Ford
Notary Public of Oregon
My Commission Expires: NOV 14, 2006