



00744019201000342010120128

08/31/2010 01:17:41 PM

D-CCR Cnt=1 Str=11 JS
\$60.00 \$11.00 \$16.00 \$10.00 \$6.00

AFTER RECORDING, RETURN TO:
BRYANT EMERSON & FITCH LLP
P.O. BOX 457
REDMOND, OR 97756

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARRY RANCH ESTATES

COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HARRY RANCH ESTATES,
A SUBDIVISION IN THE COUNTY OF DESCHUTES, STATE OF OREGON

These Covenants, Conditions and Restrictions, hereinafter referred to as "CC&R's" are made this 12th day of August, 2010, by Debbie Roe, Successor Trustee of the Harry Family Revocable Trust dated July 31, 2003, and Restated February 28, 2009, the owner of lots 1 through 8 of the Harry Ranch Estates in Deschutes County, Oregon, which subdivision plat was recorded on _____, 2010, at _____ of the Official Records of the Deschutes County Clerk. Owner adopts these CC&R's in order to ensure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of lots and residences. Incorporated by reference herein is the Irrigation Maintenance Contract with Central Oregon Irrigation District and Well Agreement. These CC&R's shall run with the land and shall burden lots 1 through 8 in the subdivision under the following terms and conditions:

The goal of these CC&R's shall be to create a desirable country living environment which protects the values of all properties herein by maintaining a standard of quality and, to the extent possible, protect mountain views and personal space for all owners.

Harry Ranch Estates consists of nine (9) lots. Lots 1 through 8 each consist of approximately 5 acres, with wells in place to be shared by designated property owners, water rights dedicated to each parcel, electricity at each property line, and a Homeowners Association in place to enforce the CC&R's and provide maintenance of common area and facilities. Lot 9 consists of approximately 40 acres and is not included in or subject to these CC&R's.

ARTICLE I
DEFINITIONS

Wherever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean the Harry Ranch Estates Property Owners Association, its successors and assigns.
2. "Said Property" shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded declarations in the manner hereinafter set forth.
3. "Common Area" shall mean all of the land and appurtenances roadway and utilities, and the irrigation distribution system.
4. A LOT" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.
5. "Member" shall mean every person or entity who holds membership in the Association.
6. "Owner" shall mean every person or entity who holds membership in the Association.
7. "Roadway" shall mean SW 53rd Court, a private street, as shown on the recorded plat of said property.

ARTICLE II PROPERTY RIGHTS

1. **Owner's Easement of Enjoyment:** Every Owner shall have a right and easement of ingress and egress across the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least two-thirds (2/3) of the votes which those members of the Association which are present or represented by proxy are entitled to cast at a meeting duly called for such purpose.

The Owner shall convey all Common Areas to the Association upon recordation of this Declaration. The Association shall determine the type of amenities which shall be constructed in the Common Area.

2. **Owner's Right to Ingress, Egress and Support.** Each Owner shall have the right to ingress and egress over, upon and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

3. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, and facilities located thereon. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulations, rule or requirement shall be specifically overruled, canceled, or modified by the Board or the Association in a regular or special meeting by the vote of members holding a majority of the total votes in the Association. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article VI.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every person or entity who is the record Owner of a fee interest, or contract vendee, in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided therein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote for each membership applicable to a particular Lot be cast for each Lot, except as otherwise provided.

ARTICLE IV MAINTENANCE

1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area. The Association shall repair and maintain SW 53rd Court in good condition and, as a minimum, maintain road in good passable condition under all traffic and weather conditions (including maintenance of drainage ditches); fill pot holes, repair cracks, repair and resurface roadbeds, maintain signs, markers, striping and any other road work necessary or appropriate to improve, maintain, repair and preserve the road for all weather road purposes. If any or all of SW 53rd Court becomes damaged or destroyed, promptly repair and/or restore the same.

2. Owner's Responsibility. Except as provided in Section 1 of this Article, all maintenance of the Lot and the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements.

**ARTICLE V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements therein, and shall keep said area and improvements in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration and the Bylaws.

2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Corporation or the enforcement of this Declaration.

**ARTICLE VI
ASSESSMENTS**

1. Purpose of Assessment. The assessments provided for herein shall be used for the purpose of maintenance of the Common Area including the roads, utilities and irrigation distribution system, all as may be more specifically authorized from time to time by the Board of Directors.

2. Creation of Assessments. Each Owner of any Lot, by acceptance of this Declaration or a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges and (b) special assessments, such assessments to be established and collected as hereinafter provided. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs and reasonable attorney's fees actually incurred, shall be charged on the land and shall be a continuing lien upon the Lot against which each assessment is made.

3. Computation of Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The fiscal year shall be July 1 to June 30. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed \$500 in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

5. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances of any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vest in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Owner may waive or otherwise except liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

7. **Reserve Account and Contribution.** The Board of Directors shall annually prepared a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessments, as provided in Section 3 of this Article. A copy of the reserve account budget shall be distributed to each Member in the same manner as the operating budget.

8. **Subordination of the Lien to First Deeds of Trust and Mortgages.** The lien of the Assessments, including interest, late charges, costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

9. **Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Units then existing and subject to assessment under the Declaration on the first day of May following the conveyance of the first Lot by the Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The date any Lot becomes subject to assessment hereunder shall be the date on which the latter of the following occurs:

- a. The Lot becomes subject to the Declaration; or
- b. The appropriate official of Deschutes County, Oregon issues a certificate of occupancy or its equivalent stating that the construction on the Lot is substantially complete and available for occupancy.

**ARTICLE VII
ARCHITECTURAL CONTROLS**

1. The Board of Directors of the Homeowners Association shall be the Architectural Review Committee (hereinafter "ARC"). The ARC shall administer the rules and procedures it shall establish for review of applications for improvements.

2. In constructing any structure within the Subdivision, the Owner of the proposed construction shall comply with these CC&R's and the ARC rules and procedures. Failure to do so shall be deemed a violation of the CC&R's.

3. Prior to commencement of any exterior building, improvement, change or alteration, written approval must be obtained in writing from the Harry Ranch Estates ARC pursuant to the rules and procedures established thereby.

4. The following standards shall apply to and be enforced for any building or structure erected or maintained in the HARRY RANCH ESTATES ASSOCIATION, INC. The setback requirements shall also be subject to the requirements of the Deschutes County Code:

- a. Front Yard. The front yard shall be a required open space extending the full width of the lot between the front lot line and the front foundation of a house for a distance of not less than two hundred (200') feet (front setback).
- b. Rear Yard. The rear yard shall be a required open space extending the full width of the lot between the rear lot line and a house for a distance of not less than fifty (50) feet.
- c. Side Yard. The side yard shall be required open spaces extending from the front yard to the rear yard between a house and the nearest side lot line for a distance of not less than twenty-five (25) feet. Variance request can be made to the ARC.
- d. Roofing Materials. The exterior roofing material of all dwellings, sheds, and outbuildings shall be 30- yr. or better composition, tile, or a material to be approved by the ARC. Roofs on dwellings shall be a minimum of 6/12 pitch; outbuildings, other than barns, shall have a minimum of 3/12 pitch. Sheds and outbuilding roofing to match dwelling roofing; however, roofs on barns can be metal but must be of earth tone color.
- e. Exterior Siding Materials. The exterior surfaces, except roofs, windows and doors, of all houses shall be wood, brick or other material approved by the ARC. No T-1-11 or similar material can be used. Sheds and

outbuildings must be of the same material as the house, however, siding on barns must be of earth tone and approved by ARC. Recycled wood is allowed on barns. Pole barns are also allowed.

- f. Garages. Each dwelling shall have a minimum two car garage oriented so as not to face the street.
- g. Driveways. Driveways must be finished within 90 days of the issuance of the Certificate of Occupancy. Concrete, stamped concrete, pavers, or asphalt are allowed.

Each parcel is to pave the driveway area between the edge of the street to the front property line to a width of not less than twenty-four (24) feet. Said paving to be done within 90 days of the issuance of the Certificate of Occupancy.

- h. Minimum Area of Houses. The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 1,800 square feet. The ground floor area of any two-story house, excluding open porches, decks and garages, shall not be less than 1,200 square feet and the total floor area shall not be less than 2,000 square feet.
- i. Exterior Colors. Exterior walls & trim material are to be natural or treated with paints or stains in muted or earth-tone colors and must be approved by the ARC.

5. Building Restrictions

- a. All buildings constructed within HRE, and any additions or improvements, including fences and outbuildings, must have design, color and composition material approved by the ARC in writing prior to commencement of construction. ARC Submittal Form and Application will be provided to any interested parties.
- b. Dwellings, buildings and structures and improvements or alterations thereto shall be constructed and maintained utilizing high quality materials and workmanship. All dwellings, buildings or structures erected, constructed or maintained in the Harry Ranch Estates Association, Inc. shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Deschutes County, the State of Oregon, and all other applicable building codes.

- c. All dwellings, sheds, and storage buildings (excluding barns) must be placed on permanent foundations, suitable for year around use.
- d. Fences shall be a minimum of five (5') feet in height measured from the natural grade. 200' of fencing from the front property line on each side of the property shall be installed no later than 90 days after close of escrow on purchase of the property.
- e. All new dwellings shall be sprinklered pursuant to NFPA codes and standards for residential dwellings. The installation of the sprinkler system shall be completed prior to occupancy.

6. The owners of each lot shall be responsible for any and all damage to streets and utilities adjoining their Lots during construction. No structure shall be occupied until all damage is repaired. Builders and Owners shall keep streets clean and free from mud and debris at all times. Failure to do so will allow the Homeowners Association to halt construction.

ARTICLE VIII USE AND MAINTENANCE OF PROPERTY

1. All Lots in the subdivision shall be for single family residential use only. Any permanent multi-family, communal or group use is prohibited. No business venture shall be conducted in or about any property in the subdivision except for: Builders' temporary sale offices or model homes, home occupations allowed under the Deschutes County Zoning Code.

2. Each Lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. Maintenance is to be done in accordance with usual community standards for single family residential subdivisions in the area. No owner shall permit the growth of noxious or annoying weeds on their property.

3. No boat, motorcycle, motor homes, mobile home, camper, trailer or recreational vehicle shall be kept in open, public view in the subdivision. Such vehicles must be stored in a garage or carport in the side or back yard, not extending in front of the house, and must be screened from the public and the neighbor's view.

4. Easements as shown on the subdivision plat shall be preserved by the respective Lot owners. Site improvements shall be placed so as not to interfere with the maintenance of any easement. The owner of any lots which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.

5. No disabled or dismantled vehicles shall be kept on any street or Lot in public view. No property owner shall allow debris or rubbish, including but not limited to paper, equipment, metal object, dismantled vehicles or vehicle parts, or discarded wood not intended for domestic use, to accumulate on his/her property in a manner that can be seen from any other properties or the roadway.

6. All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the subdivision. All refuse, garbage, cuttings and refuse containers, fuel tanks, air conditioning/heat pumps, clothes lines and other services facilities, must be screened from neighboring properties and public view. No dumping shall be allowed within HRE. Compost piles shall be located a minimum of one hundred (100) feet or more from the nearest property line.

7. No trailer, van, bus, camper, truck, tent, garage, barn shack or storage structure located in the subdivision shall be used as a residence. Guests can park RV, motorhomes, or campers beside or behind a dwelling for temporary use not to exceed two (2) weeks over major holidays to include: Christmas/New Years, Memorial Day, 4th of July, Labor Day and Thanksgiving. Special occasions such as family reunions are allowed one time per year, not to exceed two weeks.

8. A temporary structure or self-contained unit may only be used as living quarters during the construction of permanent dwelling, not to exceed ten (10) months.

9. No sign of any kind shall be posted on any lot except for one sign advertising the property for sale or rent.

10. No building shall be constructed, or trees planted, in a manner to impede or block the mountain view of a neighbor.

11. No lot shall be improved in such a manner that it would interfere with the sunlight for solar equipment on an adjacent dwelling. Any solar collection equipment must be approved by the ARC.

12. All outbuildings and storage sheds shall be constructed of the same exterior materials as the main dwelling. Barn construction shall be the exception, but must be approved by the ARC.

13. Swimming pool filtering and/or pond pumps shall be permitted.

14. Domestic water is supplied by shared wells in place. Domestic water supply is therefore the responsibility of each individual owner.

15. Vacant Lots. Vacant lots must be maintained in a reasonable, presentable condition. The developer or his designated representative shall have the right at all times to enter upon any lot or building site or parcel of said property that is vacant and unplanted or untenanted by the owner thereof, after having given notice to the owner thereof. The owner has thirty (30) days in which to remedy the violation, unless it is essential for the health and safety of the development that the land be brought into compliance within a shorter period of time. The Homeowners Association may remove debris, weeds or other waste material and plant or

replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants or lawns and charge the expense thereof to said owner. Such charges must be paid within thirty (30) days from notice of the amount. Notice under this provision shall be sufficient if mailed to the last address of owner supplied to the developer or his designated representative.

16. **Tree Removal or Alteration.** No trees with a diameter of ten (10) inches or more, measured at a height of five (5) feet above ground level, may be removed from those portions of any lot which lie outside the building pad, without prior written approval of the Board of Directors. No property owner shall remove or have removed or significantly alter any tree located past the building limit line as shown on the recorded plat without prior written approval of the developer or his designated representative. Building pad is defined as the footprint of the structure.

17. **Maintenance and Care.** It shall be the duty of the property owner or occupant of any lot or building site to improve and maintain in proper condition the area between the property lines of said owner's lot and the nearest curb or improved street.

18. **Outdoor Lighting.** Outdoor lighting shall not shine onto adjacent properties.

19. **Fencing for Livestock.** The Board of Directors may, at its discretion, require any property owner who has livestock to provide animal tight fencing to prevent the livestock from being a nuisance to neighboring property owners.

20. A time limit is hereby imposed on length of time required for construction of a residential structure. A period of time not to exceed ten (10) months is allowed from start to completion of a structure, commencing from foundation pour to Certificate of Occupancy.

21. No hunting or target shooting on any parcel.

22. No mobile homes or manufactured home of any type to be allowed.

23. Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by local governing agencies, Department of Environmental Quality and the Deschutes County Sanitation and Watermaster. Septic systems to be located where specified by Deschutes County Sanitation. Water source to be set back from septic system and cased to a depth specified by the same.

ARTICLE IX GENERAL PROVISIONS OF THE CC&R'S

1. These CC&R's shall run with and burden each of the subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

2. Unless extended, revised or repealed, these CC&R's shall expire after thirty (30) years. These CC&R's may be extended by recording, within sixty (60) days of the expiration date, a written instrument, signed by 60% or more of the subdivision lot owners, which states their intention to extend the CC&R's life. Any extension must be for a minimum of two (2) years and a maximum of ten (10) years. The same procedure shall apply for successive extensions.

3. It is the responsibility of the lot owners to comply with additional restrictions as may be found on the recorded plat or subsequent plats of the HARRY RANCH ESTATES ASSOCIATION, INC.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for Harry Ranch Estates has been executed as of the date first above written.

HARRY FAMILY REVOCABLE TRUST dated
July 31, 2003, and restated February 28, 2008

By: Debbie Roe Trustee
Name: Debbie Roe
Title: Successor Trustee

STATE OF OREGON)
) ss:
County of Deschutes)

This instrument was acknowledged before me this 12th day of August, 2010, by Debbie Roe on behalf of Harry Family Revocable Trust, who is Successor Trustee of said trust n and has signed on behalf of said entity, and acknowledged the foregoing instrument to be her voluntary act and deed.

Susan M. Marceau
Notary Public for Oregon

