

After recording return to:

FLORA KELLEY  
PO BOX 201  
TERREBONNE OR 97760



\$81.00

00126506200300009620110117

01/06/2003 02:38:02 PM

D-D Cnt=1 Stn=11 JEFF  
\$55.00 \$11.00 \$10.00 \$5.00

Until a change is requested tax statements shall be sent to the following address:  
SAME AS ABOVE

TITLE ORDER NO: 02-51499  
ESCROW NO: 05-51499

**BARGAIN AND SALE DEED**

**AMERICAN STATES TITLE COMP**  
1245 SE 3RD ST. STE A-1  
BEND, OREGON 97702

KNOW ALL MEN BY THESE PRESENTS, that:

**FLORA KELLEY**

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto:

**FLORA KELLEY**

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of DESCHUTES, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is -0- TO ESTABLISH THE SAID COVENANTS ATTACHED

In construing this deed and where the context so requires, the singular includes plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 3rd day of JANUARY 2003 ~~2002~~; if a corporate grantor, it has caused its name signed and its seal affixed by an officer or other person duly authorized to do so by its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

GRANTOR(S):

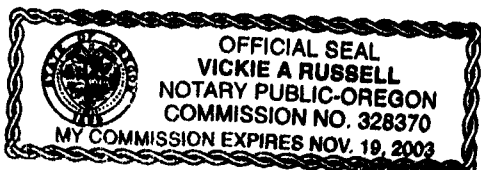
Flora Kelley  
FLORA KELLEY

STATE OF OREGON, County of DESCHUTES ) ss.

This instrument was acknowledged before me on JANUARY 3 ~~2002~~, <sup>2003</sup>  
by FLORA KELLEY

Vickie A Russell  
Notary Public for Oregon

My commission expires: 11-19-2003



02-57499 VR

EXHIBIT "A"

DESCRIPTION OF A PARCEL OF LAND SITUATE IN A PORTION OF THE TOWNSITE OF HILLMAN (TERREBONNE, OREGON), A SUBDIVISION OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## PARCEL 1

LOTS 5 THROUGH AND INCLUDING 9 (5-9) AND LOTS 24 THROUGH AND INCLUDING 28 (24-28) OF BLOCK 120, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 2

LOTS 10 THROUGH AND INCLUDING 13 (10-13) AND LOTS 20 THROUGH AND INCLUDING 23 (20-23) OF BLOCK 120, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 3

LOTS 14 THROUGH AND INCLUDING 19 (14-19) OF BLOCK 120, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND G AVENUE WHICH INURED TO SAID LOTS

## PARCEL 4

LOTS 1 THROUGH AND INCLUDING 3 (1-3) AND LOTS 30 THROUGH AND INCLUDING 32 (30-32) OF BLOCK 119, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND G AVENUE WHICH INURED TO SAID LOTS.

## PARCEL 5

LOTS 4 THROUGH AND INCLUDING 7 (4-7) AND LOTS 26 THROUGH AND INCLUDING 29 (26-29) OF BLOCK 119, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 6

LOTS 8 THROUGH AND INCLUDING 11 (8-11) AND LOTS 22 THROUGH AND INCLUDING 25 (22-25) OF BLOCK 119, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 7

LOTS 12 THROUGH AND INCLUDING 15 (12-15) AND LOTS 18 THROUGH AND INCLUDING 21 (18-21) OF BLOCK 119, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 8

LOTS 16 THROUGH AND INCLUDING 17 (16-17) OF BLOCK 119 AND LOTS 1 AND 18 (1 & 18) OF BLOCK 118, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND H AVENUE WHICH INURED TO SAID LOTS.

## PARCEL 9

LOTS 2 THROUGH AND INCLUDING 5 (2-5) AND LOTS 14 THROUGH AND INCLUDING 17 (14-17) OF BLOCK 118, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

(CONTINUED ON NEXT PAGE)

## PARCEL 10

LOTS 6 THROUGH AND INCLUDING 13 (6-13) OF BLOCK 118, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 11

LOTS 6 THROUGH AND INCLUDING 13 (6-13) OF BLOCK 135, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS

## PARCEL 12

LOTS 2 THROUGH AND INCLUDING 5 (2-5) AND LOTS 14 THROUGH AND INCLUDING 17 (14-17) OF BLOCK 135, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 13

LOTS 16 THROUGH AND INCLUDING 17 (16-17) OF BLOCK 134 AND LOTS 1 AND 18 (1 & 18) OF BLOCK 135, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND H AVENUE WHICH INURED TO SAID LOTS.

## PARCEL 14

LOTS 12 THROUGH AND INCLUDING 15 (12-15) AND LOTS 18 THROUGH AND INCLUDING 21 (18-21) OF BLOCK 134, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 15

LOTS 8 THROUGH AND INCLUDING 11 (8-11) AND LOTS 22 THROUGH AND INCLUDING 25 (22-25) OF BLOCK 134, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 16

LOTS 4 THROUGH AND INCLUDING 7 (4-7) AND LOTS 26 THROUGH AND INCLUDING 29 (26-29) OF BLOCK 134, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 17

LOTS 1 THROUGH AND INCLUDING 3 (1-3) AND LOTS 30 THROUGH AND INCLUDING 32 (30-32) OF BLOCK 134, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND G AVENUE WHICH INURED TO SAID LOTS.

## PARCEL 18

LOTS 14 THROUGH AND INCLUDING 19 (14-19) OF BLOCK 133, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET AND G AVENUE WHICH INURED TO SAID LOTS.

## PARCEL 19

LOTS 10 THROUGH AND INCLUDING 13 (10-13) AND LOTS 20 THROUGH AND INCLUDING 23 (20-23) OF BLOCK 133, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## PARCEL 20

LOTS 7 THROUGH AND INCLUDING 9 (7-9) AND LOTS 24 THROUGH AND INCLUDING 32 (24-32) OF BLOCK 133, TOWNSITE OF HILLMAN, TOGETHER WITH THAT PORTION OF THE ADJACENT VACATED 14TH STREET WHICH INURED TO SAID LOTS.

## **Declaration of Desert Rose Park**

This DECLARATION is applicable to Desert Rose Park, Deschutes County, State of Oregon.

WHEREAS Flora Kelley is the owner in fee simple of the above described real property, known as Desert Rose Park.

WHEREAS, The Declarants desire to declare of public record their intention to create certain protective covenants, conditions and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the owners for the owners of the said property.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protection the value of desirability of, and which shall run with, the real property and be binding on all parties having any right, title of interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

### **ARTICLE 1**

#### ***Residential Covenants***

##### *(1) Land Use and Building Type*

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed thirty-five (35) feet in height with a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private greenhouse, gazebo, storage unit, private swimming pool or a shelter or storage of a boat, and/or camping trailer kept for personal use, provide the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Architectural Review Committee, as designated by the Declarants.

- (a) The Architectural Review Committee may restrict the total dwelling height to the street, land and other homes and must specifically approve or disapprove.
- (b) No mobile homes, manufactured, pre-built, etc., homes. The foregoing provisions are not meant to exclude the use of trussed, pre-made cabinets, etc.

The provisions of the section shall not be deemed to prohibit the right of any home builder to construct on any lot, to store construction materials and equipment on said lots

in the normal course of construction, and to use any single family residence as a sales office of model home for purposes of sale in Desert Rose Park.

*(2) Dwelling Size*

The floor area of a dwelling, exclusive of open porches and garages shall no be less than 1,800 square feet. In the case of a two story dwellings, the lower or ground floor living level shall not be less than 1,000 square feet. A split entry or split foyer type home shall have a main floor area of not less than 1,000 square feet. The Architectural Review Committee, upon receiving written applications, may at its discretion waive any violation of the provision which the committee finds to have been inadvertent.

*(3) Business and Commercial Uses*

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, exception the right of any home builder and the Declarants to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as sales office or model home for purposes of sales in Desert Rose Park. This provision, however, shall not be construed so as to prevent or prohibit an owner from maintaining their professional personal library. Keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in their homes. Nor shall this provision be construed so as to prohibit the rental or leasing of any dwelling unit.

*(4) Offensive Activities*

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots within Desert Rose Park.

*(5) Animals*

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that of a reasonable number (not to exceed three) of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

*(6) Signs*

No signs shall be erected or maintained on any lot (excluding Desert Rose Park addition entry signs) except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the Owner, or the placement of temporary promotional signs by the Declarants or their appointers.

*(7) Parking*

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor-homes and like equipment shall not be allowed on any part of the property nor on public streets adjacent thereto excepting only within the confines of the enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front setbacks of the residence. No trucks larger than one ton shall be parked in Desert Rose Park except for the purpose of delivery, loading or unloading.

*(8) Vehicles in Disrepair*

No owner shall permit any vehicle which is in an extreme state of disrepair or to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage, offends the occupants of the neighborhood.

*(9) Rubbish and Trash and Firewood*

No lot or open space shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets, open space, or on any lots. No storage of firewood or logs, temporary or otherwise, shall be permitted except in screened areas out of public view. The cutting of firewood with a chain saw shall not exceed four (4) hours per week and only between 10:00 am and 7:00pm.

*(10) Temporary Structures*

No structures of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently.

*(11) Utilities*

All plumbing facilities shall comply with the requirements of the Building Code of Deschutes County. All owners of lots within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises to the underground electric or telephone utility facilities provided.

*(12) Completion of Construction*

The construction of any building or any lot, including private drainage, painting and all exterior finish shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. Within 30 days of occupancy, all owners shall install drapers or blinds in the windows of their house, which are visible from the street. Sheets and other temporary methods are not allowed. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.

- (a) Before, during and after construction job sites must be kept clean of debris on a daily basis. All materials shall be kept stacked and organized.

*(13) Landscape*

Landscape completion: All front landscaping must be completed within 180 days after The final inspection. The front yards shall be completed with grass and planting beds. In the event of undue hardship due to weather conditions, this provisions may be extended for a reasonable time, but only after written application is made to the Architectural Review Committee and the Committee's approval is obtained.

*(14) Site Alteration*

There shall be no construction, grading or land filling on a lot without the approval of the Architectural Review Committee.

*(15) Exterior Materials*

Exterior Materials must be approved for use by the Architectural Review Committee in accordance with the provisions of Article III herein. Front windows must be painted aluminum, bronzed anodized, wood or plastic vinyl. Any other architectural features subject to control will be approved or disapproved upon submission of plans to the Architectural Review Committee.

- (a) Exterior siding must be either horizontal lap siding (for example: "11. or vinyl") or Cedar brick, stucco or other as maybe approved by the Architectural Review Committee. T - 111 plywood or other pressed wood sheet siding shall not be permitted.

- (b) Roof pitch shall be 6 x 12 minimum.

*(16) Exterior Finish*

The exterior finish of all construction on any lots shall be designed, built, and maintained in such a manner as to blend in with the structures, and landscaping within Desert Rose Park. Exterior colors must be approved by the Architectural Review Committee in accordance with the provisions of Article III. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin, inside of Desert Rose Park.

# ARTICLE 11

## Architectural Review Committee

### (1) *Architectural Review*

No structure, including storage shelters, shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications and a plat showing nature, shape heights, materials, colors, and proposed location of the structure or change have been submitted in writing to the Architectural Review Committee. It is the intention and purpose of this Covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location and topography, finished grade elevations, and to avoid plan repetition. In all cases, the Architectural Review Committee consent is required.

#### (a) Major Construction

In the case of initial or substantial additional construction of a dwelling or landscaping, the owners shall prepare and submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee may require. Material required by the Committee may include but not necessarily be limited to the following:

(1a) A plot plan indication location of all improvements, including private lot drainage.

(2a) Drawings showing elevations, exterior materials and exterior color scheme of all improvements.

NOTE: Total dwelling elevation relative in the street, land and other homes must be approved by the Architectural Review Committee.

The Architectural Review Committee shall render its decision with respect to the proposal within five (5) business day after it has received al materials required by it with respect therein.

#### (b) Minor Work

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, or swimming pool construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Review Committee shall render its decision with respect to the proposal within five (5) days after it has received all material required by it with respect hereto.



*(2) Architectural Review Committee Decision*

The Committee may, at its sole discretion, withhold consent in any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarants intend for Desert Rose Park.

Consideration such as siting, shape, size, color, design, height, Impairment of the view of the other lots within Desert Rose Park or other effects upon the enjoyment other lots or Open Space, disturbance of existing terrain or any other factors which the Committee reasonably believes to be relevant, may be taken into account by the committee in determining whether or not to consent to any proposed work.

The Committee decision shall be determined by a vote of the members with only a majority needed to render a decision. In the event the Committee fails to render its approval or disapproval within thirty (30) business days after plans and specifications have been submitted to it, or in any event, if not suited to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

*(3) Membership – Appointment and Removal*

The Architectural Review Committee, hereinafter referred to as the Committee, shall consist of as many persons, but not less than three (3), as the Declarants shall from time to time appoint. The Declarants shall keep on file at their principal office, a list of the names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to Covenants. The powers and duties of such Committee shall cease one (1) year after the construction of all the single family dwellings and the sale of said dwellings to the initial owner/occupant on all of the buildings sites within Desert Rose Park. This shall not be construed to be a waiver of the quality standards of the development required by Desert Rose Park.

*(4) Liability*

Neither the Architectural Review Committee nor any member thereof shall be liable to the owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has in accordance with actual knowledge possessed by him, acted in good faith.

*(5) Non-Waiver*

Consent by the Architectural Review Committee nor any member thereof shall be liable to the owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted for consent.

(6) *Effective period of Consent*

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Committee.

## ARTICLE III

### GENERAL PROVISIONS

(1) *Term and Amendment*

These covenants and restrictions shall run with and bind all the property within Desert Rose Park for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration or parts thereof, can be terminated, revoked or amended only by duly recording an instrument which contains the amendment of the order of revocation or termination and which is signed by the owners of seventy-five (75%) percent of the platted lots. Except, that the Declarants shall retain the authority to make amendments until it has transferred no less than seventy-five (75%) percent of the lots.

(2) *Enforcement*

In the event of any violation of any of the provisions of this Declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise their right to enforce these Covenants by prosecuting any proceeding at law or inequity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of the Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, which shall be in no event less than \$500.00 incurred in such enforcement.

(3) *Severability*

Invalidation of any one of these Covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(4) *Limitation of Liability of Declarants*

The Declarant shall not be liable to any owner on account of any action or failure to act by Declarant in performing its duties or rights hereunder, provided that the Declarant has, in accordance with actual knowledge possessed acted in good faith.

(5) *Disclaimer Statement*

In the event there is a conflict between a County regulation and there covenants, any questions regarding these deed restrictions shall be directed to the Architectural Review Committee. Approval by the Architectural Committee shall not be construed to mean that any construction may begin without proper permits form the governing body having jurisdiction of subject property.

(6) *Notice*

Any notice, demand, or report required under this agreement shall be sent to each owner in care of the street address of his parcel, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that the owner can change his notification address hereunder by written notice to each other owner. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or 48 hours after being so mailed, whichever first occurs.

**IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set his hand this**

3RD day of JANUARY, <sup>2003</sup>2002.

Shara Kelley 1/3/03  
STATE OF OREGON date COUNTY OF DEFOHUTES date  
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
ON JANUARY 3, 2003 BY SHARA KELLEY

Vickie Russell  
Notarized date Notarized date  
MY COMMISSION EXPIRES: 11-19-2003

