

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2004-23960

\$51.00



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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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\$25.00 \$11.00 \$10.00 \$5.00

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WESTERN TITLE & ESCROW CO.

**PLANNERS COMMUNITY SUBDIVISION DECLARATION  
FOR  
JACKPINE MEADOWS, DESCHUTES COUNTY,  
STATE OF OREGON**

5/16/04

THIS DOCUMENT IS BEING RE-RECORDED  
TO CORRECT SQUARE FOOTAGE AMOUNTS  
NOTED ON PAGE 2, ORIGINAL DOCUMENT  
RECORDED 4-19-04, BOOK 2004, PAGE  
21986.

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DECLARATION MADE THIS 1<sup>st</sup> day of APRIL, 2004, by Wrangler Enterprises, Inc., 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 Jackpine Meadows, a duly recorded subdivision within Deschutes County, State of Oregon.

AND WHEREAS, Declarant hereby declares that all of the 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 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 Jackpine Meadows, with the exception of dedicated Rights of way.

(1)

Return to:  
Anderson Engineering  
852 SW 15th  
Redmond, OR 97756

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 heaving such interest merely as security for Performance of any obligation.

SECTION 3: "Declarant" shall mean and refer to Wrangler Enterprises, Inc. 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 constructed on lot.

SECTION 5: "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS applicable to the Propertied as Executed by the Declarant on the 1<sup>st</sup> day of April, 2004.

## ARTICLE 11

### RESTRICTIONS

The following restrictions shall be placed as a part of the 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 outbuildings shall be used for residential purposes on any lot, Either temporarily or permanently.
- \*1200 → (2) The one story residential dwelling square footage, excluding garage, shall contain a total of at Least ~~2000~~ square feet. A two story dwelling must contain a total of at least ~~2600 square~~ 2000 square feet, excluding garage. Garages are required for all dwellings and multi-family units may have a single car garage.
- (3) All driveways shall be 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, weatherwood in color.

- (5) All exterior walls facing streets shall be double construction with Hardi-plank lap siding, four feet Above the foundation, and above the lap siding shall be board and bat siding.
- (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 Deschutes County.
- (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 Jackpine Meadows More than five (5) days. Parking of trucks larger than one 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 Jackpine Meadows 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 Jackpine Meadows for Potential house buyers on Saturdays and Sundays.
- (11) No farm animals are permitted with Jackpine Meadows including chickens, geese, goats, sheep, Cows, pigs or horses.
- (12) No exposed television or other antenna 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, and landscape plans shall be submitted to the Planning Committee at the the time Structure plans are submitted for approval.
- (14) Lots are required to be fenced with " good neighbor fencing", only on the sides and back of dwelling, not in front of the structure facing the street. The fencing should be six feet in height and constructed with vertical dog-eared cedar 1X6 lumber.

## **ARTICLE 111**

### **GENERAL PROVISIONS**

**SECTION 1. ENFORCEMENT.** The Declarant of 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 judgements or court order shall in no way offset 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 11 may be amended or revoked by an instrument signed by and 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 a lot or in any area or part of Jackpine Meadows, shall be erected or constructed unless and until two (2) complete sets of plans, specifications and plot plan thereof, have been submitted, 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.

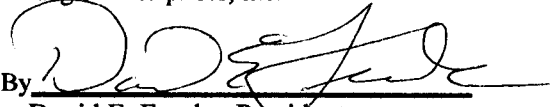
**SECTION 4.** Within ten (10) days after the plans are submitted, the plans shall be reviewed by the Plan Review Committee and the Committee shall return to owner one set of the plans stamped approved and dated by the Plan Review Committee. If any aspect of the proposed plan does not meet the criteria for the development for Jackpine Meadows, 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 1<sup>st</sup> day of April, 2004.

Wrangler Enterprises, Inc.

By   
David E. Franke, President

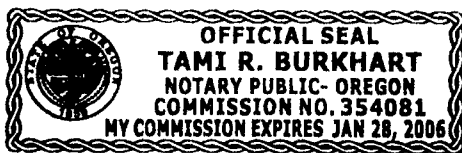
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
Wrangler Enterprises, Inc., ACKNOWLEDGEMENT:**

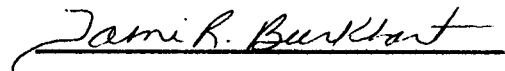
**STATE OF OREGON**

**COUNTY OF DESCHUTES**

On this 1<sup>st</sup> day of April, 2004, personally appeared before me **David E. Franke**, who being duly sworn, states he is the President of Wrangler Enterprises, Inc., the above named corporation 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:**





Notary Public of Oregon  
My Commission Expires: Jan 28, 2006