

93-11758

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR JUNIPER RIDGE SUBDIVISION

40-129342-MLA

THESE COVENANTS, CONDITIONS, AND RESTRICTIONS, are made this ___ day of _____, 1993, by RON and SHARON EPPINK, as the owners of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarants intend by this Declaration to impose upon the Properties mutually beneficial restrictions for the benefit of said property, and its present and subsequent owners, and will convey said property subject thereto.

Now, therefore, Declarants hereby declare that all of the subject property is and shall be held, sold and conveyed and subject to the following easements, conditions, covenants and restrictions and reservations. These are for the purpose of protecting the value and desirability of the property and shall run with the real property. They shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of and be limitations upon all future owners.

ARTICLE I: DEFINITIONS

1.1 JUNIPER RIDGE:

The term "JUNIPER RIDGE" shall mean all of the real property as platted within the subdivision made subject to this declaration.

1.2 DECLARANT:

The term "DECLARANT" shall mean RON and SHARON EPPINK or successors in interest.

1.3 LOT:

The term "LOT" shall mean each lot described on a subdivision map or any alteration thereof as may be made by a valid lot line adjustment.

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FIRST AMERICAN TITLE CO.
OF DESCHUTES COUNTY
P. O. BOX 323
BEND, OREGON 97708

1.4 HOMESITES:

The term "HOMESITES" shall mean the location of a house deemed by Declarants.

1.5 OWNER:

The term "OWNER" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot.

1.6 IMPROVEMENTS:

The term "IMPROVEMENTS" shall include, but not be limited to, any structures on the property including buildings, fencing, barriers, driveways, storage areas.

1.8 BY LAWS shall refer to the By Laws of JUNIPER RIDGE.

1.9 MEMBER shall mean a member of the Homeowner's Association.

2.0 COMMERCIAL PURPOSE:

The term "COMMERCIAL PURPOSE" shall mean any business/work intended to produce a profit, or business/work intended for commerce.

ARTICLE II: ARCHITECTURAL CONTROLS

2.1 ARCHITECTURAL CONTROL COMMITTEE:

An Architectural Control Committee (Committee) is hereby established. It shall initially be the Declarants and/or their designated appointees. The Committee shall have jurisdiction over all original construction, modifications or additions made on or to residential lots. Until all properties have been conveyed to purchasers in the normal course of development and sale, the Declarants retain the right to appoint all members which shall consist of at least three but no more than five persons.

At the point where one hundred percent of the lots have been sold, three or five owners shall be designated as the continuing committee. A majority of the committee may designate a Representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed. In the

event that deaths or resignations of all members of the committee occurs without successors having been appointed, the owners shall have the power to designate successors.

At any time, the present owners of a majority of the lots shall be by written and signed order, have the power through a duly recorded instrument to change the membership of the Committee, withdraw from the Committee, or restore to it any of its powers and duties or change the Covenants contained herein.

2.2 DUTIES AND RULES:

The Committee shall consider and act on all matters submitted to it pursuant to this Declaration. The Committee may, by unanimous vote, from time to time and at its sole discretion, adopt, amend, and repeal rules establishing its operation procedures. Such rules shall have the same effect as if set forth herein.

2.3 APPROVALS REQUIRED:

No improvement shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Control Committee.

2.4 PROCEDURE:

Any owner proposing to construct any improvements within the JUNIPER RIDGE subdivision (including any exterior modification, alteration, addition, destructions or modification thereof) shall follow the procedures as required by paragraphs 2.5 and 2.6 below. Failure to follow these procedures shall be deemed a breach of this Declaration.

2.5 REQUIRED DOCUMENTS:

- (a) A site plan showing the location, size, configuration, and layout of any structure or improvement (or, where applicable, any alteration, addition, modification, or destruction thereof).
- (b) Architectural plans and drawings showing the nature, style, and elevations and dimensions of any improvement including the material types, colors and appearance.
- (c) A landscape plan showing the nature, size, type, layout, and site lighting.

2.6 REVIEW:

All plans and drawings shall be submitted to the Committee for review prior to the performance of any work. Within 30 days of the receipt and acknowledgment of all documents, the Committee shall review and inform the owner in writing whether the plans conform to the development concept of JUNIPER RIDGE. In the event they do not conform, then the owner may make the required alterations and re-submit. Any plans that require the approval of any governmental agency (such as Deschutes County) must bear the approval of the Committee prior to submitting the plans to the county or its agencies.

2.7 NON-WAIVER:

Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

2.8 LIABILITIES:

Neither the Committee or any member thereof shall be liable to any owner 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 only the member, in accordance with actual knowledge possessed by him, has acted in good faith.

2.9 WAIVER:

The Committee may waive the requirement for review of proposed improvements on any lot by taking no action within thirty (30) days of any application for approval of plans by lot owner.

ARTICLE III: ARCHITECTURAL GUIDELINES

- 3.1 (a) Building Location: No building shall be erected any portion of which is nearer than fifty (50) feet from a front lot line, nor nearer than fifty (50) feet from a rear lot line, nor nearer than twenty-five (25) feet from a side lot line.
- (b) Building size: No residence shall be constructed of any less than 1600 square feet of living area, exclusive of garages. Each residence is required to have a minimum two-car garage.
- (c) Building Completion: Once actual construction has begun, the owner must complete construction, ready for occupancy,

within one year.

- (d) Roofs: Roofs shall be required to have a Class A fire rated covering.
- (e) Exterior Walls: Shall be approved by the Committee. No vinyl, metal, or concrete block will be allowed.
- (f) Exposed Masonry: Shall be reviewed by the Committee for compatibility.
- (g) Colors: It is the intention that exterior colors shall be compatible with neighboring homes.
- (h) Fences: Shall be no more than six (6) feet in height measured from the natural contour of the ground. All fences will be approved by the Committee.
- (i) Appearances: All garbage, trash, cuttings, refuse, garbage containers, and clothes drying apparatus shall be screened from the view of neighboring lots, roads and driveways. Each lot and its improvements shall be maintained in a clean and attractive fashion so as not to create a fire hazard or visual nuisance to the neighborhood.
- (j) Exterior Lighting: Shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owner and passersby.
- (k) Type of Building: No mobile home shall be allowed on the JUNIPER RIDGE subdivision.

ARTICLE IV
RESTRICTIONS ON USE OF PROPERTY

- 4.1 No offensive or commercial activity shall be permitted nor anything be done which may be or become an annoyance to the other owners.
- 4.2 All animals shall be allowed to be raised or kept on any lot with the exception of roosters, which may not be kept on the property under any circumstances. The animals kept on the property shall be permitted, provided that they are not kept, bred, or maintained for any commercial purpose.
- 4.3 No parking or storage of incapacitated motor vehicles. No overnight parking of vehicles used for commercial purposes greater than one ton rating and/or recreational vehicles, unless screened.

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- 4.4 No mobile homes, trailers, or manufactured housing may be used as a residence.
- 4.5 Motorcycles and all terrain vehicles cannot be used, driven or operated on any of the lots, other than for the purpose of transporting them from their location of storage to land outside of the subdivision, provided that motorcycles and recreational vehicles equipped with factory installed mufflers and spark arresters may be driven on the established streets and roads for the purpose of transportation to property outside of the subdivision. To the extent that motorcycles and all terrain vehicles constitute an offensive activity to other residents of this subdivision, they shall not be allowed.
- 4.6 No fireworks of any kind, whether legal or illegal may be used within the subdivision.

ARTICLE V
GENERAL PROVISIONS

- 5.1 ENFORCEMENT: Any owner of the owner of any recorded mortgage of any lot shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure of any owner to enforce any covenant or restriction herein contained shall in no manner be deemed a waiver of the right to do so thereafter.
- 5.2 SEVERABILITY: Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any provision which shall remain in full force and effect.
- 5.3 NO RIGHT OF REVISION: Nothing contained in this Declaration or in any form of deed which may be used by Declarants, its successors or assigns, in selling said property or any part thereof, shall be deemed to vest or reserve in Declarants any right of reversion or re-entry for breach of violation of any one or more of the provisions thereof.
- 5.4 REMEDY: Any owner or the owner of record of any recorded encumbrance upon any part of said property shall have the following remedies in the event of discovery of violation of restrictions and covenants:
- (a) Upon discovery of a violation, any owner may give written notice by registered mail to the owner of the lot in breach. If the owner in breach then fails to correct such violation within ninety (90) days, the owner may enter upon the property and cause such work or changes to be made in order to bring the offending property into compliance. The

owner may then cause the expense of such work to be filed as a lien against the offending property.

(b) In addition to the above remedy, any owner of record shall have the right to bring an action at law to compel compliance by the offending owner with the terms of this declaration. In the event of such litigation, in addition to damages that may be incurred by the owners of non-offending property, the association and/or owner commencing the litigation shall be entitled to remedy by way of mandatory injunction to resolve any violation and further shall be entitled to costs and fees incurred in the litigation, including a reasonable attorneys' fee.

5.5 RECOVERY: In the event that legal suit or action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover reasonable attorney's fees and court costs.

ARTICLE VI
EFFECT OF DECLARATION

The covenants, conditions, and restrictions of this Declaration shall run with the land and shall bind, benefit, and burden each lot in JUNIPER RIDGE. The terms of this Declaration shall inure to the benefit and shall bind Declarants, all successors and assigns of Declarants, and all owners of any lot in JUNIPER RIDGE, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title, or interest or use in or to any real property in JUNIPER RIDGE. The use restrictions and regulations of this Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property and their successors in interest, including any person who holds such interests as security for the payments of any obligation including the mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise any other person taking title from such security holder.

IN WITNESS THERETO, the undersigned, the owners of all said property have hereunto caused those present to execute this 2 day of April, 1993.

JUNIPER RIDGE:

By: [Signature]
Ron Eppink
By: [Signature]
Sharon Eppink

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STATE OF WASHINGTON)
) ss
County of Pierce)

I certify that I know or have satisfactory evidence that RON EPPINK and SHARON EPPINK signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED: April 2, 1993.

Gerald E. Walker
NOTARY PUBLIC in and for the State
of Washington, residing at Kent
My Commission Expires: 3/1/95.



STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

93 APR 15 AM 11:32

MARY SUE PENHOLLOW
COUNTY CLERK

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BY: Wallace DEPUTY
NO. 93-11758 FEE 40.00
DESCHUTES COUNTY OFFICIAL RECORDS