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I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

## LAKESIDE PLACE

### DECLARATION OF

### COVENANTS, CONDITIONS & RESTRICTIONS

Return to Owner:  
Creative Real Estate Solutions LLC  
2538 NE Division St.  
Bend, OR 97701

**LAKESIDE PLACE  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
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**DECLARATION OF  
LAKESIDE PLACE  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These Covenants, Conditions and Restrictions are made this 30<sup>th</sup> day of May, 2014 by Creative Real Estate Solutions LLC, hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Bend, Deschutes County, State of Oregon, described as follows:

**Lots 1, 2, 3, 4, 5, 6 of Lakeside Place Replat, City of Bend, Oregon.  
Lots 1, 2, 3, 4, 5, 12, 13, 14, 15 of Block 5, Riverside, City of Bend, Oregon**

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as LAKESIDE PLACE, hereinafter referred to as LAKESIDE PLACE.

LAKESIDE PLACE is being developed as a residential community. Except where this Declaration for LAKESIDE PLACE conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

## **Section 1. DEFINITIONS**

### **1.1 LAKESIDE PLACE**

The term "LAKESIDE PLACE" shall mean all of the real property now or hereinafter made subject to this Declaration.

### **1.2 Declarant.**

The term "Declarant" shall mean Creative Real Estate Solutions LLC, or his successors in interest.

### **1.3 Declaration.**

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for LAKESIDE PLACE.

### **1.4 Fence.**

The term "Fence" shall mean a structural barrier which separates one space from another, is used to define property boundaries, or which is constructed for ornamental purposes.

### **1.5 Homesite.**

The term "Homesite" shall mean a Lot as defined herein.

### **1.6 Improvements.**

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, Fences and barriers, retaining walls, stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, Park Strip (if any), signs, storage areas and all other Structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

### **1.7 Lot.**

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

### **1.8 Owner.**

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract sale.

### **1.9 Park Strip.**

The term "Park Strip" shall mean the area between the curb and the property line, excluding any sidewalk.

### **1.10 Streets.**

The term "Streets" shall mean any Street, highway, alley or other

thoroughfare within or adjacent to LAKESIDE PLACE and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as Street, alley, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

**1.11 Structure.**

The term "Structure" shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including patio coverings, excepting outdoor areas such as areas covered with pavers, asphalt, concrete, open patios, driveways, sidewalks and alleys.

**Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKESIDE PLACE.**

**General Declaration Creating LAKESIDE PLACE.**

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as LAKESIDE PLACE, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of LAKESIDE PLACE run with all of said real property, including any addition thereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

**Section 4. RESTRICTIONS.**

**4.1 Access to property**

No other private properties may be used for access without that Owner's written permission with the exception of recorded access easements.

**4.2 Appearance.**

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, and other service facilities located on the Lot shall be screened from view of front streets.

**4.3 Driveways and Walkways.**

Allowed materials for driveways include concrete, asphalt and masonry.

#### **4.4 Exterior Colors and Materials.**

All exterior colors are to be of muted, earth related with the exception of exterior doors which can be brighter colors.

#### **4.5 Exterior Lighting.**

All exterior lighting must be indirect and/or shielded. The lighting chosen must have no more than 60 watts per fixtures. Colored light sources may be prohibited. Indirect, low walkway and landscape lights less than 18" high are acceptable.

#### **4.6 Fences and Wall.**

All fences within the LAKESIDE PLACE shall be six (6) feet in height or less. Wood posts for fences may be higher than six (6) feet with ARC approval. Any fence extended in front of the house must not exceed three (3) feet in height. Height shall be measured from the natural grade. "Natural grade" is defined as the site topography which exists at the time a lot is sold to the first owner by the project developer; fill material subsequently brought to a site does not modify this original grade reference.

No cyclone, metal mesh, or chain link fences are allowed whatsoever except that fences posts may be metal or steel. Fences shall be constructed of grade #2, no-hole cedar or materials such as vinyl. All side and rear fences constructed on the property line by the developer, or builder, are the property of the adjoining property owners. It is the adjoining property owner's responsibility to jointly maintain, repair or replace side fences when needed.

#### **4.7 Improvements.**

Each Lot within LAKESIDE PLACE shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Each residence shall contain a minimum of 1500 square feet (not to include garage or storage). No T-1-11 or similar type of siding will be allowed on the exterior walls of any home, garage or any improvement. Installation of underground sprinkler systems for front yards and park strip of each home is mandatory. All lots shall provide a front walk a minimum of 3' in width, which accesses the front of the house from the sidewalk, driveway or street.

#### **4.8 Landscaping.**

While the park strip in front of each home is within the street right-of-way, it is each homeowner's responsibility to install and maintain sprinklers, trees and landscaping. The landscaped park strip have one tree per lot and three trees for corner lots with a minimum size of 2" diameter 6' above ground and type determined by ARC. Landscaping of park strips must include commercially-grown sod cover the entire park strip allocated to each property owner. No amateur-grown sod or seed

only lawn will be allowed.

Those lots with electrical transformers located in the park strip shall not plant any trees in the front and 3' feet within the side and rear of the transformer.

The front and side yards shall be fully landscaped with a minimum of bark or other ground cover and must have shrub and bush plantings incorporated in front landscape plan. Owners are responsible to provide and maintain two park strip trees per lot and are required to replace dead trees with type and size (min. 2-inch measured 6" above ground) originally planted.

#### **4.9 Livestock, Poultry and Pets.**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance. Doghouses shall be limited to two and only allowed in the backyard. Owners are responsible to clean up after walking dogs.

All LAKESIDE PLACE homesites are within the City limits of Bend and resident animals are subject to the City of Bend leash laws. Animal nuisance ordinances are also in effect for barking and trash stewing dogs. If an animal is off the owner's homesite, it must be on a leash. Please contact the City of Bend Police Department to report violations. The City of Bend is best equipped to deal with these problems and can enforce stringent fines.

#### **4.10 Lot Area Width, Setback Lines.**

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Bend Zoning and Use Regulations and as shown on the Plat. No residential lot shall be further partitioned or subdivided.

#### **4.11 Nuisances.**

Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other lot shall be trimmed and pruned if it is a nuisance to neighbors.

#### **4.12 Occupancy.**

No occupancy will be allowed before: 1) Final inspection and approval and compliance with all governmental regulations, 2) Removal of all construction waste. Materials and portable toilet, and 3) Completion of exterior painting. (exception allowed during winter months)

No owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner,

their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Home occupations will be allowed as under the current City of Bend Zoning Ordinance.

**4.13 Required Setbacks.**

All improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Bend setbacks, building height limitations, solar setbacks, building codes and the ARC guidelines for LAKESIDE PLACE.

**4.14 Roofs.**

All roofs and roofing materials shall be limited to quality composition roofs, slate, tile, fiberglass or other acceptable fire resistant materials. No wood, shake-shingle or other highly combustible roof materials will be allowed.

**4.15 Sidewalks.**

Owners are responsible for clearing sidewalks of snow and debris.

**4.16 Sight Distance at Intersection.**

Sight distance at intersections shall conform to City of Bend.

**4.17 Signs.**

A maximum of two signs may be installed on a homesite during construction. Owner may display not more than one (1) "for sale" sign or one (1) "for rent" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet. Temporary political signs are allowed before elections.

**4.18 Structures and Out Buildings.**

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot. No portable storage units shall be allowed.

Only earth tone (brown, gray, etc.) colored tarps and covers shall be allowed.

**4.19 Utilities.**

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

**4.20 Weather and Sewer Supply.**

No individual water supply system or sewage disposal system shall be permitted on any Lot.



## **Section 5. DECLARANT'S IMMUNITY.**

The Declarant has a non-exclusive right and power to enforce these Covenants, Conditions, and Restrictions, but the Declarant does not have the legal obligation to enforce or attempt to enforce the provisions hereof. In the event the Declarant refuses, neglects, fails or is negligent in enforcing or attempting to enforce these Covenants, Conditions and Restrictions there shall not exist or be created any cause of action or claim against Declarant, and each Owner or any person or entity claiming by, through or from said Owner hereby releases Declarant and holds Declarant harmless from and against any claim arising in connection with the development of LAKESIDE PLACE or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions and shall be prohibited from making or enforcing any such claim.

## **Section 6. DURATION AND AMENDMENT OF THIS DECLARATION.**

### **6.1 Duration.**

The Covenants, Conditions and Restrictions of LAKESIDE PLACE shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within the year prior to the date of said termination, there shall be recorded in the Deschutes County Recorder's office an instrument directing the termination of this Declaration, signed by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration, the Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years. The term of this Declaration shall thereafter be extended for successive (10) year periods unless a notice of termination is executed and recorded in the year prior to the termination as provided in the previous sentence.

### **6.2 Amendment.**

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy-five (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon

## **Section 7. ENFORCEMENT.**

### **7.1 Enforcement**

The Declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these covenants, conditions and restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

### **7.2 Small Claims Court Claims.**

In lieu of mediation, arbitration or litigation in any other court of law, all claims arising directly or indirectly from the rights and obligations conferred by this Declaration, alleging money damages only, and within the jurisdiction of the Small Claims Division of the Deschutes County Circuit Court, shall be brought and decided there, but only if an active Small Claims Court is established and active.

### **7.3 Mediation.**

All claims arising directly or indirectly from the rights and obligations conferred by this Declaration not subject to resolution in the Small Claims Division of the Deschutes County Circuit Court shall be mediated prior to arbitration or litigation. The parties to such a dispute shall agree upon a mediator within ten (10) days of a written request by one of the parties delivered to the other party(ies). If they cannot agree, each party may identify a Bend, Oregon attorney who shall consult with the other party's designated attorney for the purpose of choosing a mediator. The attorneys shall identify a mediator and provide each party notice of the date and time mediation is to be conducted. The cost of mediation shall be shared equally by the parties to the dispute, unless otherwise agreed to at mediation.

### **7.4 Arbitration.**

All disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred by this not subject to resolution in the Small Claims Division of the Deschutes County Circuit and not resolved by Mediation shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those arbitrators shall select a person to arbitrate the dispute. All arbitrators shall be Bend attorneys, experienced in real property law.

The costs of arbitration proceedings including the arbitrator's fees shall be shared equally by the parties to the dispute. If the person bringing the claim is the Declarant or the Road Maintenance Association, the prevailing party shall recover from the other parties its reasonable attorney fees, including those incurred on appeal. The amount of attorney

fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.36.600 through 36.740, or its successor, shall apply.

If a necessary party to a dispute cannot be compelled to arbitrate, the dispute shall be tried in the Deschutes County Circuit Court.


#### **Section 8. EFFECT OF DECLARATION.**

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in LAKESIDE PLACE and shall bind, benefit and burden each Lot in LAKESIDE PLACE, including any additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in LAKESIDE PLACE, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in LAKESIDE PLACE. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as LAKESIDE PLACE and their successors in interest including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

#### **Section 10. SEVERANCE.**

The provisions of this agreement are declared to be severable. If a court or arbitrator of competent jurisdiction finds or holds that any provision or clause in this Agreement is invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent. If the parties fail to negotiate a substitute, the arbitrator or the court shall reform the agreement with a provision which most nearly effects the parties' intent.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this  
30<sup>th</sup> day of May, 2014

By   
Jason S. Adams, Member of Creative Real Estate Solutions LLC

STATE OF OREGON, County of Deschutes, ss.

The above named JASON S. ADAMS personally appeared before me as member of CREATIVE REAL ESTATE SOLUTIONS LLC and acknowledged the forgoing instrument as his voluntary act.

Before me:   
NOTARY PUBLIC FOR OREGON

My commission expires: 8/21/14

