

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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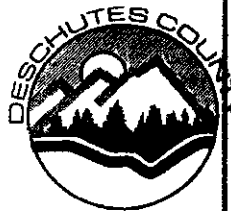
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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^{Conditions}
**DECLARATION OF
CODES, COVENANTS AND RESTRICTIONS
FOR MAREA
CITY OF BEND, DESCHUTES COUNTY, STATE OF OREGON**

THIS DECLARATION is made on the day and year hereinafter written by L. Todd Haaby
President of Marea, Inc., owner of Marea Subdivision.

RECITALS

- A. Declarant is the Owner of certain real property located in the City of Bend, County of Deschutes, State of Oregon, more particularly described as Marea, a duly recorded subdivision within Deschutes County, State of Oregon, which property, together with all improvements and structures now or thereafter constructed thereon are referred to herein as the "Property."
- B. Before selling or conveying any portion of the Property, Declarant desires to subject said Property in accordance with a general plan to certain protective covenants, conditions and restrictions for the benefit of said Property and any and all present and future Owners or said Property.

NOW, THEREFORE, Declarant hereby certifies and declares and does hereby establish the following general plan for the protection and benefit of all of the real property described, and has fixed and does hereby fix the following protective Ownership interest in the Property described above, under which each Ownership interest in the Property shall be hereafter held, used occupied, leased, sold, encumbered, conveyed and/or transferred. Each and all of said covenants, conditions and restrictions are for the purpose of protecting the value and desirability of, and shall inure to the benefit of all of the real property described above, and shall run with and be binding upon and pass with the Property, and each and every Ownership interest therein, and shall inure to the benefit of, apply to, and bind the respective successors in title or interest of Declarant.

ARTICLE 1. DEFINITIONS

- 1.1 DECLARANT: The term "Declarant" shall mean the undersigned described Corporation or its successors in interest.
- 1.2 OWNER: "Owner" shall mean and refer to the record 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 having such interest merely as security for performance or any obligation.
- 1.3 DECLARATION: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Marea.

Return To:

TODD HAABY
62030 Dean Swift Rd
Bend OR 97701

- 1.4 MAREA: The term "Marea" shall mean the duly recorded subdivision within the City of Bend, Deschutes County, Bend, Oregon, and shall refer to all the real property now or hereafter made subject to this Declaration.
- 1.5 MARC: "MARC" shall mean the Marea Architectural Review Committee.
- 1.6 IMPROVEMENT: The term "Improvement" shall include, but not be limited to, any dwelling, garage, building, outbuilding, driveway, parking area, fence, barrier, retaining wall, stairs, deck hedge, windbreak, storage area, landscaping, and all other structures of every type and every kind above the land surface. Also included are any exterior alterations, additions, and destruction of and to any of the above.
- 1.7 LOT: "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of Marea with the exception of dedicated right-of-ways.

ARTICLE 2. ARCHITECTURAL REVIEW COMMITTEE

- 2.1 **CREATION**: The Marea Architectural Review Committee (MARC) is hereby established. The MARC shall be a two (2) person committee.
- 2.2 **PURPOSE**: The purpose of the MARC is to review and approve improvement plans of Owners prior to Building Permit Application in order to ensure adherence to architectural, landscape and landscape conceptual and quality standards for the mutual benefit of each and every Owner within Marea. Refer to the "Marea Architectural Design Guideline" for more specific details.
- 2.3 **MEMBERS**: The MARC is composed of Todd Haaby and Pat B. Haaby. The MARC may also designate a qualified representative to act for it. In the event of death or resignation of any member of the MARC, the remaining member shall have full authority to appoint a successor. Neither the members of the MARC nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. Upon the sale or transfer of all Lots, the Owners shall elect two replacement members of the MARC.

ARTICLE 3. ARCHITECTURAL STANDARDS

- 3.1 **FENCES & WALLS**: Any fence or wall constructed in any setback area on a Lot shall be no higher than 72 inches. Under no circumstance shall any chain-link or barbed wire fence be erected, except for security purposes in connection with construction or reconstruction of a dwelling. All fences shall be maintained in good condition and repair. Fencing material to be wood, masonry or a combination thereof or other material subject to the approval of the "MARC."
- 3.2 **REASONABLE CONSTRUCTION TIME FRAME**: All work of construction being performed on a Lot shall be prosecuted diligently and continually from the time of commencement of construction until the same shall be fully completed, within one year of commencement, excepting there from causes beyond the control of the Owner, such as strikes, Acts of God, etc. The Owner of a Lot

where a building structure has been damaged or destroyed by fire or other calamity shall cause such structure to be repaired or restored within a reasonable time, commencing within four months after the damage occurs and be completed within one year thereafter, unless prevented by causes beyond Owner's reasonable control. This obligation shall not extend to the installation of furniture or the like, but shall be for the purpose of preventing unsightliness caused by such damage or destruction and any resultant health or safety problems to other Owners or occupants within Marea.

3.3 SPECIFIC DESIGN STANDARD:

- A. Building Size: The building size, excluding garage shall be a minimum of 1600 square feet. A minimum of a two-car garage is required.
- B. Roof: All Roofs shall be of a quality of "25 year architectural" composition or better, or concrete tile. No wood roofs shall be allowed. No pitch lower than 5/12 will be allowed.
- C. Driveways: All driveways are to be concrete, asphalt, or masonry. No driveways shall be of gravel or cinder.
- D. Siding: Any siding shall be "lap style," and no "T-111" or other plywood-type siding shall be permitted. It is desired that the exterior materials used be indigenous to the Northwest. All exterior color samples to be submitted with plans for approval by MARC.
- E. Landscaping: Front yard landscaping shall be completed within six (6) months after the exterior of a residence is finished. The landscape strip between the curb and the sidewalk, although city property, shall be planted and maintained by the individual lot Owners as part of their front yards.
- F. Setbacks: All structures in Marea will be built with minimum setbacks in accordance with the City of Bend ordinances.

ARTICLE 4. USE RESTRICTIONS

- 4.1 OCCUPANCY: No Owner shall occupy, use, or permit his lot to be used for any purpose other than those specifically allowed by City of Bend, ordinances, and such additional restrictions as contained in this Declaration.
- 4.2 APPEARANCE: All garbage, trash, cutting, refuse containers, clothes-drying apparatus, other service facilities and unsightly material of any kind located on the lot shall be screened from view from any roads, and other residences. Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard or visual pollution.
- 4.3 MOBILE HOMES: No mobile home or manufactured home, whether permanent or temporary, shall be erected or placed on any lot.

- 4.4 EXTERIOR LIGHTING: Any exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity as not to unreasonably disturb other occupants of residential lots.
- 4.5 ANTENNAS: No "Citizens Band" (C.B.), "ham" radio microwave transmission antennas or other similar electronic receiving or broadcasting devices shall be installed or maintained on a Lot unless the same are fully concealed from the view of any person on a neighboring Lot or public right of way. Satellite dishes shall be permitted on a Lot, provided, however that it does not exceed a diameter of eighteen (18) inches, and shall be of gray, green or other inconspicuous color and not visible from the street.
- 4.6 PETS & ANIMALS: An Owner may keep and maintain in his Dwelling domesticated pets such as dogs, cats, or other usual and ordinary household pets. The foregoing notwithstanding, no pets may be kept on the premises that are obnoxious or are an annoyance to other Owners or occupants.
- 4.7 VEHICLE RESTRICTIONS: Owners and occupants may keep and maintain such vehicles on their Lots as may be permitted in accordance with the codes, ordinances and statutes of the City of Bend. No vehicles shall be permitted to remain upon any front yard area of a Lot, except for paved areas leading to a garage, or within a paved parking area other than a driveway that is located adjacent to the residence. No Owner may engage in any vehicle restoration or maintenance work beyond any continuous period of forty-eight (48) hours, unless such work is performed within an enclosed garage. The foregoing shall not be deemed to prevent the washing or polishing of motor vehicles together with those activities normally incident to such activity. Any motorhome, boat, camper shell or other recreational vehicle is to be stored behind the fence on the side or rear portion of the yard.
- 4.8 GARAGE PARKING: Garages shall be used only for the purposes of parking automobiles and other vehicles and equipment and storing an Owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed. Garages shall not be converted into any use (such as a recreational room or for storage) that would prevent its use as parking space. There shall be no parking of vehicles on unpaved surfaces, such as lawns or dirt surfaces.
- 4.9 WINDOW: With the exception on non-reflective solar films, no window shall ever be covered with paint or aluminum.
- 4.10 SIGNS: The use and size of signs within Marea is restricted pursuant to the following guidelines. No sign or billboard of any kind shall be displayed to the public view from any Lot with the following exceptions:
- A. Real Estate Signs: One single 18" x 24" "For Sale," "For Lease," or "For Rent" sign with a standard holder for brochures is permitted to represent an offering by the Owner or real estate agency. Signs must be removed within 5 days of the close of escrow or when the property has been taken off the market.
 - B. Open House / Garage / Yard Sale Signs: Up to four (4) temporary directional signs may be placed within Marea to indicate an event

occurring that day. The signs must be removed by dusk each day or when the event has concluded.

- C. Contractor's Signs: Contractor's signs not exceeding 18" x 24" are permitted only during the construction phase in which the contractor is involved in construction activity. Once the activity is completed, the sign must be removed.
- D. Business signs. Refer to City of Bend Zoning Regulations.

- 4.11 **RESPONSIBILITY FOR MAINTENANCE:** Each such Owner shall, at his sole cost and expense, maintain and repair Owner's Lot. Maintenance shall, at a minimum, include irrigation of the landscaping, repair and replacement of plant materials and irrigation systems as necessary, and general cleanup of the landscaped areas including all landscaping and improvements thereon, regular painting of the exterior surfaces of the residence and maintenance and replacement of the roofing. The cost of maintenance and repair of any common fence shall be shared by the respective Lot Owners. "Maintenance" shall include, without limitation, the painting, weather-proofing and cleaning of the items set forth above to keep a clean, safe and sanitary condition necessary to preserve the attractive appearance of each Lot and residence and to protect the values of the entire Marca subdivision. The standards of such maintenance shall be, at a minimum, in conformance with maintenance standards for similar residences in the area. No rubbish or debris of any kind shall be placed or permitted by an Owner to accumulate upon or adjacent to any lot, or slope so as to render such property or portion thereof unsanitary, unsightly, offensive or detrimental to other residents.

ARTICLE 5. ENFORCEMENT

Except for those instances herein contained which call for an arbitration of disputes or other matters, enforcement of this Declaration shall be as follows:

- 5.1 **RIGHT TO ENFORCE:** Any Owner (including for the purposes of enforcement any person owning property within the subdivision generally known as Marca), the Declarant, or any successors in interest of the Declarant shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, reservations, liens or charges now or hereafter imposed by this Declaration.
- 5.2 **FAILURE TO ENFORCE:** Failure by the Declarant or any Owner to enforce any provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Each remedy provided by this Declaration shall be cumulative and not exclusive.
- 5.3 **ARBITRATION OR LITIGATION:** In the event the Declarant, or any Owner shall commence arbitration or litigation to enforce any of the conditions or restrictions herein contained, the prevailing party in such litigation shall be entitled to costs of suit and such attorney's fees as the court or arbitrator may adjudge reasonable and proper. The "Prevailing Party" shall be the party who is entitled to recover his costs of suit pursuant to rules of the court or arbitrator,

whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees.

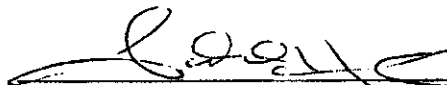
- 5.4 **VIOLATION OF LAW:** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the Ownership, occupation or use of any Lot within Marea is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.
- 5.5 **GOVERNING LAW:** This Declaration shall be governed by and constructed under the laws of the City of Bend, County of Deschutes, and the State of Oregon.

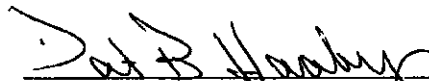
ARTICLE 6. GENERAL PROVISIONS

- 6.1 **AMENDMENTS:** Except as provided in the following section entitled "Declarant's Approval," this Declaration may be amended by written instrument (or counterparts thereof):
- 6.2 **EXTENSION OF DECLARATION:** Each and all of these covenants, conditions and restrictions shall terminate on December 31, 2050, after which date they shall automatically be extended for successive periods of ten years, unless seventy-five percent (75%) of the Owners have executed and recorded at any time within six months prior to December 31, 2050, or within six months prior to the end of any such ten year extension period, in the manner required for the conveyance or real property, a writing in which it is agreed that said restrictions shall terminate on December 31, 2050, or at the end of any such ten year extension period.
- 6.3 **OTHER COMPLIANCE WITH DECLARATION:** Each Owner, tenant or occupant of a Lot shall comply with the provisions of this Declaration as lawfully amended from time to time and failure to comply with its provision shall be grounds for an action to recover sums due for damages or for injunctive relief.
- 6.4 **SEVERABILITY:** Should any of the restrictions contained in the Declaration be void or become unenforceable in law or in equity, the remaining portions of this Declaration shall, nevertheless, be and remain in full force and effect.
- 6.5 **SINGULAR INCLUDES PLURAL:** Whenever the context or this Declaration requires, the singular shall include the plural and the masculine shall include the feminine.
- 6.6 **LIBERAL CONSTRUCTION:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Project. The titles or headings of the Articles or Sections of this Declaration have been inserted for convenience and reference only and shall not be considered or referred to in resolving questions or interpretation or construction.

August 2002

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this instrument
on Jan. 14, 2003.



Todd Haaby, President Marca Inc.


Pat B Haaby, Managing Member

STATE OF OREGON)
)
COUNTY OF DESCHUTES)

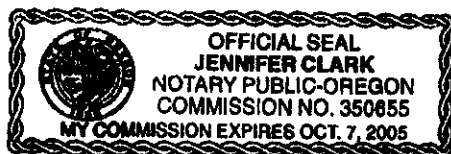


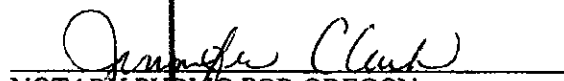
The foregoing instrument was acknowledged before me on this 14 day of
January, 2003 by Todd Haaby


NOTARY PUBLIC FOR OREGON
My Commission Expires Oct. 7, 2005

STATE OF OREGON)
)
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me on this 14 day of
Jan, 2003 by Pat B Haaby




NOTARY PUBLIC FOR OREGON
My Commission Expires Oct. 7, 2005