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After recording return to:
Anthem Equities LLC
12600 SW 72nd Avenue, Suite 200
Portland, OR 97223

**Declaration of
Covenants, Conditions and Restrictions
Merrick Subdivision Phases 1 and 2**

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We, the undersigned, being the owners of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision located in the City of Bend, State of Oregon known as Merrick Subdivision Phases 1 and 2, duly recorded in Plat Book H-630, Page 2008-0119 of Plat Records of Deschutes County, make the following declaration of restrictions on the real property described as Phases 1 and 2.

AND, WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said real property and its present and subsequent owners as herein 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 restrictions, conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These 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 right, title or interest in the described property or any part thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

RESTRICTIONS

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

1. Applicable to all lots, no residence shall be constructed or maintained on any lot or building site other than one single family dwelling, not to exceed two stories in height, together with an attached garage for not less than 1,000 square feet, exclusive of garages, carports, open porch space and non-daylight basements. Residences having two stories above finished grade level shall have not less than 1,400 total square feet, exclusive of garages, carports, open porch space and non daylight basements.
2. No lot shall be used except for residential 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 outbuilding shall be used for residential purposes on any lot, either temporarily or permanently.

Declarant's: Anthem Equities LLC

3. Construction of the dwelling shall be substantially completed with six (6) months after being started. No dwelling shall be occupied prior to completion. Front landscaping to be substantially completed within six (6) months of occupancy. All side and rear yard landscaping shall be substantially completed within twelve (12) months of occupancy.
4. No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Merrick Subdivision on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Material shall not be stockpiled in the streets. In addition, streets shall be left in a clean condition on Saturdays and Sundays. The intent of this provision is to maintain the appearance of Merrick Subdivision for potential house buyers on Saturdays and Sundays.
5. No signs shall be displayed to public view on any lot, except as follows: (a) one sign not larger than five (5) square feet advertising the property for sale or rent; and (b) builder's sign during the construction and initial sales period.
6. No animals, including poultry, shall be raised or kept on any lot, except dogs, cats, or other household pets may be kept, provided that they are not raised or kept for commercial purposes and are not permitted to cause damage.
7. No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. All garbage or other waste shall be kept in sanitary containers, or other equipment for the storage or disposal of such material and shall be maintained in a clean and sanitary condition.
8. No fence, wall or hedge shall be erected, cultivated or maintained which create a traffic hazard because of obstruction of visibility. All fences shall be six feet in height, constructed with pressure treated posts and rails and cedar fence boards, any other material must be approved by a majority vote of the property owners. No chain link or cyclone fencing is allowed. Fences are intended for the purpose of enclosing rear and side yards, no fencing shall be constructed beyond the front corners of the house or garage. Boundary fences, walls or hedges must be kept in good condition and repair. Any fencing installed by a property owner shall be in accordance with the City of Bend ordinances.

9. Roofing material shall be a minimum of a composition roof with a 25 year limited warranty. All homes may be single wall construction as minimum standard and masonry, stone and/or lap-type siding on the exterior front elevation is an option. T1-11 or other plywood is an allowed material to be used on any of the home's elevations.
10. Each lot shall at all times, be provided with a paved off street parking space not less than twenty (20) feet in length from the front property line to the garage entrance.
11. No outdoor wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within said property. All their heirs, successors and assigns shall use underground service wired to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
12. Parking of boats, trailers, motorcycles, trucks, truck-campers, and the like equipment shall not be allowed on any part of the property nor on public streets adjacent thereto for more than forty eight (48) hours. On-site storage of the above shall be maintained within the confines of the enclosed garage or behind the front setback of the residence, or if a corner lot behind the front and side setbacks, and to be screened by a six foot high fence. Any vehicle in disrepair, sitting on blocks, or otherwise appearing inoperable shall not be allowed for aggregate period in excess of three (3) days. No commercial vehicle with a gross weight of more than 8,000 pounds may be parked over night on any streets within Merrick Subdivision and/or in violation of the City of Bend ordinances.
13. Easements for access, utilities and storm water drainage are reserved on the face of the recorded plat. Within these easement areas, no vehicle, structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of storm water drainage channels in the easement areas, or which may obstruct or retard the flow of water through storm water drainage channels or pipes in the easement areas.

AMENDMENTS

This declaration may be amended unilaterally at any time and from time to time by declarant so long as declarant owns any lot for development and/or sale. This declaration may also be amended upon the affirmative vote or written consent, or any written combination thereof, of the owner's of at least 75% of the lot owners and the consent of the declarant (so long as the declarant owns any Lot for development and/or sale). Amendments to this declaration shall become effective upon recordation, unless a later effective date is specified therein.

ENFORCEMENT

1. Each owner shall comply with this declaration.
2. Any property owner shall take prompt action against any violator to enforce provisions of this declaration. In doing so, the owner may exercise one or more of the remedies that are currently specified in this declaration as well as any other remedies that may be available at law and equity, including enjoin, abate, or remedy any such thing or condition including removal or alteration of construction by appropriate legal proceeding,
3. The property owners or owner may bring an action to obtain a money judgment against an owner for damage or expenses for the owner's breach or compliance with the provision of this declaration. The owners may bring an action to obtain a money judgment for unpaid assessments against the owner personally obligated to pay the same, An action to obtain a money judgment for unpaid assessments may be maintained with or without foreclosing or waiving the lien securing the same.
4. Owners who fail to pay assessments when due shall be obligated to pay reasonable fees and costs including, but not limited to attorneys fees in connection with the property owners efforts to collect delinquent or unpaid fees, or to enforce any provision of this declaration, including those incurred at trial or on appeal.

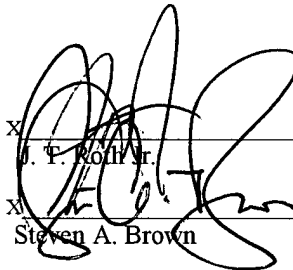
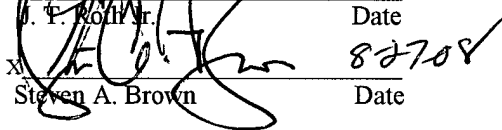
GENERAL PROVISIONS

1. Failure by any property owners or 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.
2. Invalidation of any one of these covenants and restrictions by judgment or court shall in no way affect any other provisions, which shall remain in full force and effect.
3. These Covenants, Conditions and Restrictions shall run with and bind, benefit and burden in perpetuity, the property, all owners and occupants and lessees, invites, and guests of all owners and occupants. Prior to the turnover date, this declaration may be amended at any time and from time to time by declarant provided that declarant has obtained the prior written approval from United States Department of Housing and Urban Development and United States Department of Veteran Affairs. Thereafter, this declaration may be amended only upon the affirmative vote of

two-thirds (2/3) or more of the owners. In no event shall an amendment under this section change the boundaries of any lot or any uses to which any lot is restricted unless the owners of the affected lot (s) unanimously consent to the amendment. If and when the property owners adopt an amendment to this declaration, the property owners shall record the amendment in the real property records of Washington County. Any such amendment shall be effective only upon recordation.

4. Neither declarant or declarant successors or assigns shall be liable to any other person for its enforcement or failure to enforce any provision of the declaration. Each owner and occupant, by acquiring such owners or such occupants interest in the real property, agrees Not to bring any action or suit against declarant or any successors or assigns of declarant to recover any such damages or to seek any other relief (including equitable relief) by reason of any such enforcement or failure to enforce any provision of this declaration.

Declarant's: J.T. Roth Jr. – Member Anthem Equities LLC
Steven A. Brown – Member Anthem Equities LLC

X  8-29-08
J. T. Roth Jr. Date
X  8-27-08
Steven A. Brown Date

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 27 day of Aug, 2008
by **J.T. Roth, Jr. and Steven A. Brown as Managers of Anthem Equities LLC.**

Melissa S Riverman
Notary Public for Oregon

My commission expires:

