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Montavista, LLC

PO Box 184

Bend, OR 97709

DESCHUTES COUNTY OFFICIAL RECORDS
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DECLARATION OF MONTA VISTA

PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS: Montavista, LLC, Hereinafter called "the Declarant," does hereby declare as follows:

WHEREAS, the Declarant is the Seller of the real property in Deschutes County, Oregon, known as Monta Vista Phase I, the same appears in the Plat recorded in Book H Page 547 of Plat records of Deschutes County.

WHEREAS, the Declarant desires to declare of public record their intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above, except for Tract A, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. Tract A lies between the south boundaries of lots 11-15 and SW Knoll and has a preliminary approval for 15 attached, single family, townhome lots in the RM zone. These easements and (CC&Rs) shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling and an accessory dwelling unit (ADU) as allowed by municipal development code. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Review Committee (ARC), as designated by the Declarant.

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Tiffany

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The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a home.

2. DWELLING SIZE

The minimum square footage of any home within this subdivision shall be 1,400 square feet for a single level and 1,500 square feet for a multi-level. These minimums are exclusive of garages and open porches. All homes shall have a garage that will accommodate a minimum of two (2) cars.

3. EASEMENTS

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

4. OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other common household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance. Exceptions to animal number limit (3) must be submitted to ARC for approval. If any animal is beyond its owner's property boundary it must be on a leash.

6. SIGNS

No signs shall be erected or maintained on any lot (excluding Montavista entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, the Declarant or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

7. PARKING

No vehicles shall be parked on the street for more than 48 hours at a time, including any horse trailer, travel trailer, commercial 18-wheel tractor, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, disabled vehicles or other similar

vehicles shall be parked or stored on any lot unless screened by an allowable fence.

8. VEHICLES IN DISREPAIR

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots. Lots shall be kept free of yard debris that constitutes a fire hazard.

10. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.

12. COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including private lot drainage, painting and all exterior finish, shall be completed within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee.

13. LANDSCAPE COMPLETION

All front, rear and side yard landscaping and tree removal must be completed pursuant to a landscaping plan approved by the Architectural Review Committee. Owners shall attempt to preserve as many trees as possible. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Review Committee and the Committee's approval is obtained. Lot owners

must attempt not to disturb adjacent lot(s) during construction activities and, if doing so, are required to restore adjacent lot(s) to original condition.

14. FENCES AND HEDGES

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front plane of the residence, not including porches. Any fence placed forward of front plane of the residence shall not exceed three (3) feet in height. No chain link or similar style fence is allowed. No fence, hedge or wall shall be erected without prior written approval of the Architectural Review Committee.

15. ANTENNAS AND SERVICE FACILITIES

No exterior antennas or satellite dishes of any kind shall be permitted, except "**Digital Satellite Systems**" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

16. EXTERIOR MATERIALS

Exterior materials must be approved for use by the Architectural Review Committee. All roofs and roofing materials shall be limited to quality composition roofs (25-year warranty or better), slate, tile, fiberglass, metal or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible materials will be allowed. Roof materials shall be of earth tone colors. The exterior siding material shall be cedar, stone, bricks, stucco or composite lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Garage doors can be either of wood, fiberglass or metal construction. In appropriate circumstances the Architectural Review Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Monta Vista.

17. EXTERIOR FINISH

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Review Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin.

18. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes

or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

19. SOLAR PANELS

Solar panels are permitted in accordance with municipal planning and building code.

20. EXTERIOR LIGHTING

All exterior lighting on the homes is required to have translucent glazing, or an opaque shield with down lighting only (indirect lighting). Lights shall be no more than 60 watts. No exterior standing pole lights are permitted. Indirect, low walkway and landscape lights less than 18" high are acceptable.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE

1. ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Review Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography, finished grade elevations and to avoid plan repetition. In all cases, the Architectural Review Committee's consent is required. All plans and drawings shall be submitted to the ARC for review prior to the performance of any proposed work. Within 30 days of the following receipt of complete plans and drawings, the ARC shall review the plans and shall inform the owner in writing whether the plans conform to the development concept of Monta Vista. No work may be performed relating to any improvement unless and until all aspects of all plans have been approved by the ARC.

(a) MAJOR CONSTRUCTION

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A Plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials

and exterior color scheme of all improvements, including fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant materials. The parking strip shall be included in the landscaping plan.

The Architectural Review Committee shall render its decision with respect to the proposal after it has received all required materials.

(b) MINOR WORK

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Review Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Review Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

2. ARCHITECTURAL REVIEW COMMITTEE DECISION

The Committee may, at its sole discretion withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that the Declarant intend for the subdivision. The Committee will take into account considerations such as siting, shape, size, color, design, height, and impairment of the view from other lots within this subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. MEMBERSHIP

The ARC shall initially consist of five members. At least one member shall be a current lot owner. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the remaining member shall appoint a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of deaths or resignations of all members of the ARC occurs without successors having been appointed, a majority of the owners shall elect the successors. When 75% of the homes are completed, a majority of the owners may elect the members of the ARC.

4. LIABILITY

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a

whole.

5. DECISIONS

Except as otherwise provided herein, a majority of the Architectural Review Committee shall have the power to act on behalf of the committee without the necessity of a formal meeting. However, all members shall be informed of all pending applications and any electronic or conference call communications regarding any application and pending action by the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

6. APPROVALS

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing and in no event shall approval or disapproval take longer than 30 days. In the event the ARC fails to render its decision with respect to any proposed work within the 30 days granted it, the Committee shall conclusively be deemed to have consented to the proposal. There shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

7. NON WAIVER

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

8. EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE III

GENERAL PROVISIONS

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by seventy-five (75) percent of the owners of the lots in Monta Vista. Recommended changes to the CC&Rs that change the basic intent of allowing single family structures that blend with Golden Butte and Miller Heights require approval of 100% of the ARC.

2. ENFORCEMENT

In the event of any violation of any of the provisions of this declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred.

3. SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. LIMITATION OF LIABILITY OF DECLARANT

Neither the Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by the Declarant in performing their duties or rights hereunder, provided that the Declarant has, in accordance with actual knowledge possessed by them, acted in good faith.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein,

have hereto set their hands this day of May 18th, 2009.

Montavista, LLC

By: Vern C. Palmer, Inc.

Member

Vernon C. Palmer

Vernon C. Palmer, Inc. by Vernon C. Palmer

STATE OF OREGON)

COUNTY OF Deschutes

I, Terri Ausbrooks, a Notary Public for the State of Oregon, hereby certify that on the day of 18th May, 2009, personally appeared before me Vernon C. Palmer, who being duly sworn did acknowledge the execution of the foregoing instrument to be his free and voluntary act. ^{**}
^{**}President of Vern C. Palmer, Inc, member of Montavista, LLC

Notary Public for Oregon

My Commission expires: 6.19.12

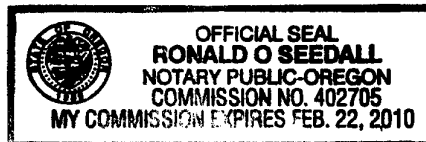
Montavista, LLC

By: Tucker Mayberry, LLC, member

17th St. LLC by Tucker Mayberry

STATE OF OREGON)

COUNTY OF MULTNOMAH



I, RONALD O. SEEDALL, a Notary Public for the State of Oregon, hereby certify that on the day of MAY 7, 2009, personally appeared before me Tucker Mayberry, who being duly sworn did acknowledge the execution of the foregoing instrument to be his free and voluntary act. ^{**}
^{**}member of 17th Str. LLC, member of Montavista, LLC

Ronald O Seedall

Notary Public for Oregon

My Commission expires: FEBRUARY 22, 2010