

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-17116



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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CONDITIONS
DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS

NI-LAH-SHA VILLAGE NO. 1 HOMEOWNERS ASSOCIATION, INC

16 173896-19

A PLANNED COMMUNITY

This Declaration of Protective Covenants is applicable to Ni-Lah-Sha Village, Lots #1 through #38 and the roadway as described in Exhibit A, said Lots hereinafter to as "lot" or "lots".

10/6

WHEREAS, Ni-Lah-Sha Village No.1 Homeowners Association, Inc., an Oregon Corporation, hereinafter referred to as Association, and

WHEREAS, the Association desires to declare of Public Record Association intention to create certain protective covenants, conditions and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the homeowners or owners of said real property.

NOW, THEREFORE, Association hereby declares that all of the real property described above ,has been sold and conveyed subject to the County of Deschutes ordinances and any other applicable governmental ordinances, the Findings and Decision of Deschutes County, File Number CU-90-196, TP-90-744 the Development Agreement entered into between the County of Deschutes and Ni-Lah-Sha Village, Inc. And the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described real property or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

- A The name of the Planned community is Ni-Lah-Sha Village.
- B. The name of the County in which all of the real property in the planned community is located is the County of Deschutes.
- C. The legal description of the real property included in the planned community is Ni-Lah-Sha Village, Phase I, Lots #1 through #38 and the roadway as described in Plat Cabinet C, page 652, records of Deschutes County, Oregon.
- D. The number of lots in the planned community is 37.
- E. The legal description of the real property included in the planned community which is common property is the roadway as described in Volume 267, page 962, records of Deschutes County, Oregon.
- F. The allocation of votes to lots shall be one (1) vote per Homeowner.
- G. The method of determining the liability of each lot for common expenses and the right of

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS * NI-LAH-SHA VILLAGE, PHASE I

PAGE 1

FIRST AMERICAN TITLE
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EFFECT OF THIS DOCUMENT.

each lot to any common profits of the association shall be as follows:

- (1) Responsibility for determining and providing maintenance, repair and replacement of the common areas of Ni-Lah-Sha Village and determining the cost thereof shall be the responsibility of the Ni-Lah-Sha Village No. 1 Association, Inc., a non-profit Corporation. All owners and contract purchasers of lots in Ni-Lah-Sha Village shall be members of the Association. All costs of such maintenance, repair and replacement shall be borne by the lot owners equally with 1/36th of the total cost being assigned to each lot owner. Common area costs shall be assessed annually by the Association unless special assessment is necessary.
 - (2) Any owner failing to pay his proportionate share of any costs assessed by the Association within thirty (30) days after it becomes due, shall be liable for interest at the rate of twelve (12) percent per annum and for the cost of collection of such assessment including attorney fees in any suit of action, and any appeal thereon, and all such unpaid amounts shall become a lien on the lot or lots to which such amount are attributable.
 - (3) All common profits of the Association shall be allocated equally to each Homeowner.
- H. The provisions for establishing a reserve account, as required by ORS 94.595, shall be as follows:
- (1) The association shall establish a reserve account for replacement of all items of common property which will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years. Said account shall be funded by assessments against the individual lots for maintenance of items for which the reserves are established. The assessments under this subsection begin accruing from the date the first lot assessed is conveyed.
 - (2) The reserve account shall be established in the name of the Homeowners Association #1 The Association shall be responsible for administering the account, for making periodic payments into it and for adjusting the amount of the payments at regular intervals to reflect changes in current replacement costs over time.
 - (3) The account may be used only for the replacement of common property and is to be kept separate from assessments for maintenance. However, the board of directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. Funds borrowed to meet temporary expenses under this subsection must be repaid later from special assessments or maintenance fees.
 - (4) Assessments paid into the reserve account are the property of the Association and are not refundable to sellers or owners of lots. The sellers or owners of lots may treat their outstanding share of the reserve account as a separate item in the sale contract.

- I. There shall be no restrictions on the alienation of lots.
- J. The use for which lot is intended is for residential manufactured homes.
- K. The Association, pursuant to ORS 94.665, may sell, convey or subject to a security interest any portion of the common property.
- L. Restriction on the use, maintenance or occupancy of lots shall be as follows:

(1) LAND USE AND BUILDING TYPE

Not less than 80% of the manufactured homes shall be occupied by at least one person fifty-five (55) years or older. Of those homes not occupied by at least one person fifty-five (55) years or older, not more than twenty percent shall be occupied by at least one person fifty (50) years of age or older, unless the occupant is (a) the surviving spouse of a deceased owner who was at least fifty (50) years old at the time of his or her death

(b) the devisee or heir of a deceased owner who was at least fifty (50) years old at the time of his or her death; or (c) the divorced spouse of an owner age fifty (50) years or older, who has been awarded the manufactured home by judicial decree.

No person under the age of eighteen (18) years may occupy any manufactured home. No guest under the age of eighteen (18) shall be permitted to stay with any owner overnight for more than a total of forty-five (45) nights in any calendar year.

It is the intent of Ni-Lah-Sha Village to provide housing for persons fifty-five (55) years and older, and in this respect, the Association shall adopt such policies and procedures as are necessary to comply with the Federal and State of Oregon laws relating to the provision of housing for persons fifty-five (55) years of age and older.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one manufactured home, a private garage and/or carport for not less than two (2) cars and accessory buildings. All manufactured homes, garages and/or carports and accessory buildings shall meet all applicable governmental standards and requirements and shall be approved by the Architectural Control Committee as hereinafter set forth. All manufactured homes must be installed on permanent foundations.

(2) EASEMENTS

Easements for the inspection, operation and maintenance of the STEP system including the interceptor tanks and pressure lines and the landscape sprinkler system main lines on each lot are hereby granted to the Ni-Lah-Sha Village No. 1 Association, Inc., said easements to be five (5) feet on each side of the center line of said tanks and lines. Within these easements, no structure, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation, inspection, operation and maintenance of the STEP system, interceptor tanks and pressure lines.

Local governmental standards shall control if they conflict with the above provisions.

(3) BUSINESS AND COMMERCIAL USE

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot. This provision, however, shall not be construed so as to prevent or prohibit an owner from maintaining his professional personal library, keeping his personal business or professional records of accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his home.

(4) OFFENSIVE ACTIVITIES

No obnoxious 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 enjoyment of other lots within this subdivision.

(5) ANIMALS

No animal, 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) of dogs, cats, and/or other 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.

(6) SIGNS

No signs shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the owner, or by a licensed Real Estate Agent, not exceeding twenty four (24) inches high and thirty six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" sign on any lot by the owner or the owner's appointees provided the same shall not be in violation of the controlling governmental sign ordinances.

(7) PARKING

When used as a passenger vehicle and will fit within the confined of the driveway and not interfere with the scenic mountain view of a neighbor and/or view of traffic on the street when backing from their driveway, a Car, Pickup, Truck, SUV, or van may be parked in the driveway of a residence. During the period of April 1st through October 15th, only, and only when it will fit within the confines of the driveway and not interfere with the scenic mountain view of a neighbor and/or the view of traffic on the street when backing from their driveway, a Motorcycle, ATV, small Boat, Small Camping or Travel Trailer or small Recreational Vehicle may be parked in the driveway of a residence. Under no circumstances will any of this equipment be allowed to be parked on, nor protrude onto, the public street, a residential lawn and/or landscape. Nor landscaped common areas. The equipment parked in a residence's driveway must be in good

repair and appearance. During the period of October 16th through March 31th said equipment must be parked inside an enclosed garage or behind the front setback line and along the side of, or in the rear of the residence, enclosed by a solid fence not less than nor more 6' in height. If that is not possible, at the discretion of the property owners said equipment shall be parked or stored at a location outside of the property boundaries of Ni-Lah-Sha Village Homeowners Association.

(8) REPAIR OF VEHICLES

The repair of vehicles on a lot shall be permitted only within the confines of an enclosed garage.

(9) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the open space 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 in-operability or significant damage it offends the occupants of the neighborhood.

(10) RUBBISH AND TRASH

No lot or part of the open space 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 debris and dirt resulting from landscaping work shall not be dumped on any street, open space, or on any lots. There shall be no storage of any materials on any vacant lot.

(11) MAINTENANCE OF LOT AND IMPROVEMENTS

The exterior of all improvements on each lot and the lot itself shall be maintained in a good state of repair and in a clean, neat and attractive manner. All grass shall be properly cut, and all shrubbery properly pruned and any and all dead trees, shrubbery and plants immediately removed.

(12) TEMPORARY STRUCTURES

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

(13) COMPLETION OF CONSTRUCTION

The placement of any manufactured home on any lot, including the construction of the garage and/or carport, shall be completed within six (6) months from the commencement of the placement and/or construction.

(14) LANDSCAPE COMPLETION

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS * NI-LAH-SHA VILLAGE, PHASE I

All landscaping (including the "landscape sprinkler system") on each lot must be completed, pursuant to a master plan adopted and approved by the Architectural Control Committee, within eight (8) months from the date of occupancy for said lot. The Association will extend to each lot, the main lines to the landscape sprinkler system. The landscape sprinkler system within the confines of each lot must be installed by the owner pursuant to the specifications pre-engineered by the Association. Operation of the landscape sprinkler system shall be automatic and under the control of the Ni-Lah-Sha Village No. 1 Association, Inc.

(15) 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 fence or hedges erected shall be along the rear lot line and or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. All FRONT YARD FENCES shall be constructed of wood, masonry or a wood-like appearing material. All BACKYARD FENCES shall be constructed of wood, masonry, metal with earth tone colored plastic coating, or wood-like appearing material. No fence, hedge or wall shall be erected without prior written approval of the Architectural Control Committee.

(16) ANTENNAS AND SERVICE FACILITIES

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot so as to be visible from the street or open space without the approval of the Architectural Control Committee. Clothes lines and other service facilities shall be screened so as not to be viewed from the street, any dwelling and/or open space.

(17) MAIL AND PAPER DELIVERY BOXES

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the Architectural Control Committee.

(18) AIR CONDITIONING UNIT

There shall be no roof to air conditioning units. The location of all ground level units must be approved by the Architectural Control Committee.

(19) EXTERIOR LIGHTING

Each owner shall properly maintain any outdoor lighting which has been installed on the owner's lot.

(20) The Association is granted a ten (10) foot wide easement along the South border of lots 20, 21, and 22 for the purpose of placing and maintaining a stone wall entry way.

(21) The Association shall have the right to screen any utility boxes, and transformers which are within the utility easement, including placement of sight obscuring hedge along the west side of lot 21, said screening to be subject to the approval if the

architectural control committee and to be maintained by the owner of lots upon which they are placed.

M. Any amendment of the declaration, in accordance with ORS 94.590, shall be by vote or agreement of the owners representing seventy five (75) percent of the total votes in the planned community. Any amendment of this declaration shall be effective only upon recordation. Amendments to this declaration under this section shall be executed, recorded and certified on behalf of the Association by an officer of the Homeowners Association designated for that purpose or, in the absence of such designation, by the President or Board of Directors of the Association.

N. The Association does not agree to maintain any improvement with the exception of:

- (1) All private roads contained within Ni-Lah-Sha Village, Phase I, lots 1 through 38 as shown on the final Plat of Ni-Lah-Sha Village, Phase I. Lots 1 through 38.
- (2) The STEP system, interceptor tanks and pressure sewer lines to each lot in Ni-Lah-Sha Village, Phase I, lots 1 through 38.
- (3) The "landscape sprinkler system" including the main lines to each lot in Ni-Lah-Sha Village, Phase I. Lots 1 through 38.
- (4) Water distribution system and lines to each lot in Ni-Lah-Sha Village, Phase 1, lots 1 Through 38.
- (5) With the exception of the interceptor tanks and the pressure lines to the interceptor tanks, the building of the improvements set forth in items(2), (3), and (4) of this paragraph is limited to bringing the improvement to the lot line of each lot in Ni-Lah-Sha Village, Phase I, lots 1 through 38. Each lot owner is responsible for installation and maintenance of all lines on said owner's lot.

O. The rights of the association with respect to the common property or the rights of an individual lot owner with respect to the lot or improvements on the lot, shall be restricted as follows:

(1) ARCHITECTURAL REVIEW

It is the intention and purpose of this covenant to assure compliance with governmental requirements, quality of workmanship and materials and harmony of external design with the existing structures as to location and topography and finished grade elevations. In all cases, the Architectural Control Committee's consent is required.

(2) ARCHITECTURAL CONTROL 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 Association intends for Ni-Lah-Sha Village, lots 1 through 38. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within Ni-Lah-Sha Village or other effects on the enjoyment of 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) PROCEDURE

In the event the Committee fails to render its approval or disapproval within ten (10) working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(4) MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter sometimes referred to as the Committee, shall consist of as many persons, but not less than two (2), as the Association may from time to time appoint. The Association shall keep on file at its principal office a list of names and addresses of the members of the Committee. A member of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Control Committee shall have the right to appoint an Advisory Committee. In the event the Architectural Control Committee does appoint an Advisory Committee, the Architectural Control Committee shall consult with the Advisory Committee on a regular basis.

(5) LIABILITY

Neither the Architectural Control Committee or any member thereof shall be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

(6) ACTION

Except as otherwise provided herein, any two member of the Architectural Control Committee shall have the power to act on behalf of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by members consenting thereto.

(7) NONWAIVER

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

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

(9) OTHER RESTRICTIONS

An individual lot owner shall not have the right to divide a lot, but shall have the right to combine one lot with another.

P. In the event of any violation of any of the provisions of this Declaration, the Association or any person or persons owning real property within Ni-Lah-Sha Village, Phase I, lots 1 through 38, may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damage sustained by reason of such violation. 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. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

Q. Invalidation of any one of these covenants by judgement or court order shall in no way affect Association shall not be liable to any owner on account of action or failure to act by the Association in performing its duties or rights hereunder, provided that the Association has, in accordance with actual knowledge possessed by, Association, acted in good faith.

James E. Staples President
JAMES E. STAPLES, PRESIDENT

STATE OF OREGON,

County of DESCHUTES } ss.
before me appeared JAMES E. STAPLES,

On this 7TH day of MARCH 2003 ~~XXIX~~ and
both to me personally known, who being

duly sworn, did say that he, the said
is the X President, and he, the said Homeowners Assoc. of Ni-lah-Sha Village No. 1
is the Secretary of

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and

and
acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Lisa D. Newby
Notary Public for Oregon.

My Commission expires

DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS * NI-LAH-SHA VILLAGE, PHASE I

252 - 2752

EXHIBIT "A"

Starting at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section Three (3), Township Fifteen (15) South, Range Thirteen (13) East of the Willamette Meridian, Deschutes County, Oregon, thence North 88° 48' 10" East a distance of 338.00 feet, thence North 00° 38' 37" East a distance of 1317.98 feet, thence South 1° 48' 04" West a distance of 338.00 feet, thence South 00° 38' 37" West a distance of 1317.98 feet to the point of beginning. Together with all the appurtenant water rights delivered through the Central Oregon Irrigation District. Also known as tax account number: 02-04 15 13 03 00 01600; 02-04 15 13 03 00 01602

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

I, MARY BUE FEIGELLOY, COUNTY CLERK AND
RECORDS OF CERTAINLY, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY.

91 DEC 23 PM 1:11

MARY BUE FEIGELLOY
COUNTY CLERK

BY: *[Signature]*
NO. 91-37818 IN 60-
DESCHUTES COUNTY OFFICIAL RECORDS

KINK - DEVELOPMENT AGREEMENT
EXHIBIT "A"

*How-
C.W.*