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Mountain Brook Development LLC

PO Box 2121

Sisters, OR 97759

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2003-01137



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## Declaration of Covenants, Conditions and Restrictions

for

### Mountain Brook, A Planned Community

This Declaration of Protective Covenants is applicable to the real property described in Exhibit A, hereinafter sometimes referred to as "real property".

WHEREAS, Mountain Brook Development LLC, an Oregon Limited Liability Company, hereinafter referred to as Declarant, is owner in fee simple of the real property described in Exhibit A; and

WHEREAS, the Declarant desires to declare of Public Record its intention to create certain protective covenants, conditions and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the owner or owners of the real property described in Exhibit A,

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit A shall be held, sold and conveyed subject to the ordinances of City of Redmond and County of Deschutes and any other applicable governmental ordinances and regulations, including, without limitations, the Findings and Decisions of Deschutes County, File Numbers CU-90-196, MC99-03, MC01-05, and MC02-07, the Development Agreement entered into between the County of Deschutes and Ni-Lah-Sha Village Inc., the Development Agreements entered into between the City of Redmond and High Mountain Properties, LLC, 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 described in Exhibit A and be binding on all parties having any right, title or interest in the real property described in Exhibit A or any portion thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. This declaration supersedes all prior declarations, covenants, conditions and restrictions, including, without limitation, covenants, conditions and restrictions recorded February 12, 2001 in Book 2001, Page 6486, as amended by instrument recorded October 11, 2001 in Book 2001, Page 49946, and as amended by instrument recorded November 1, 2002 in Book 2002, Page 61087.

A. The name of the planned community is Mountain Brook. The Homeowners Association as

### Declaration of Covenants, Conditions and Restrictions for Mountain Brook, A Planned Community

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 303  
BEND, OR 97706

Page 1 of 18

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS AN  
ACCOMMODATION ONLY. NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF THE  
FILE FOR THE VALIDITY, SUFFICIENCY, OR  
EFFECT OF THIS DOCUMENT.

provided herein, and under the Association's bylaws, shall be known as "Mountain Brook Homeowners Association".

- B. The name of the County in which all of the real property in the planned community is located is the County of Deschutes. The name of the city in which all of the real property in the planned community is located is City of Redmond.
- C. The legal description of the real property included in the planned community, Mountain Brook, is described in Exhibit A.
- D. The number of lots in the planned community is 98.
- E. The real property that is common property is described in Exhibit B.
- F. The Declarant shall have no special rights except as provided in paragraph P, below.
- G. The allocation of votes to lots shall be one (1) vote per lot, except as provided in paragraph P, below.
- H. Covenant for Assessments
  - H.1 Covenant and Agreement. Each Owner of any Lot, by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is a member of the Association and is deemed to covenant and agrees to pay to the Association:
    - H.1.1 Regular annual or other regular periodic assessments or charges, and
    - H.1.2 Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.
    - H.1.3 The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.
  - H.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:
    - H.2.1 Payment of the cost of maintaining the roads, signs, Common Areas, and semi-public recreational or service areas.
    - H.2.2 Payment of taxes and assessments levied against the platted private roads and Common Areas.

**Declaration of Covenants, Conditions and Restrictions for Mountain Brook, A Planned Community**

- H.2.3 Payment of the cost of enforcing the provisions contained in this Declaration and the covenants and provisions contained in any future Declaration, inasmuch as such enforcement costs are not borne by the Owner(s) against which such enforcement actions are taken, according to the provisions of this Declaration.
- H.2.4 Payment for other services which the Board deems to be of general benefit to the residents of Mountain Brook, including, without limitation, water and sewer service to included lots and payments to Central Oregon Irrigation District for the Association's allotment.
- H.2.5 Payment of any expense reasonably incurred by the Association Board or its delegated manager in carrying out any function for which it has been given responsibility hereunder.
- H.3 Annual Assessments. After consideration of current maintenance costs and future needs of the Association, the Board may fix regular flat assessments on a monthly, quarterly or annual basis.
- H.4 Other/Special Assessments. In addition to other assessments as provided for herein, the Board may at any time levy a special assessment against all Owners. Such special assessment shall be applicable within one (1) year of enactment and for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement, or a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto. Prior to becoming effective, any special assessment reflecting an expenditure in excess of \$5,000 shall be approved by the affirmative vote of at least two-thirds (2/3rds) of the votes represented in person or by proxy at a regular or special meeting of the members duly called for the purpose. Written note of such meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.
- H.5 Uniform Rate of Assessment. Both regular periodic flat charges and any special assessments may be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis at the discretion of the Directors.
- H.6 Effect of Non-Payment of Assessments and Remedies of the Association.
  - H.6.1 Any assessments which are not paid when due shall be delinquent.
  - H.6.2 If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at an annual interest rate to be fixed by the Board annually.

- H.6.3 The Secretary of the Association may, thirty (30) days after delinquency, cause a lien to be filed in the Official Records of Deschutes County.
- H.6.4 Said lien shall include a statement of the amount of such charges or assessments, together with interest as aforesaid, which have become due with respect to any Lot.
- H.6.5 Upon payment in full thereof, the Secretary shall execute and file a proper release of the lien securing the same.
- H.6.7 The aggregate amount of such assessments, together with interest, costs, expenses, reasonable attorney fees for filing, enforcement, arbitration and appeals, if any, shall constitute the amount of the lien on the Lot.
- H.6.8 Said aggregate amount of the lien shall accrue and compound from the date the Notice of Delinquency is filed until the same has been paid or released as provided herein.
- H.6.9 Such lien may be enforced by the Association in the manner provided by the laws of the state of Oregon with respect to liens upon real property.
- H.6.10 The owner of said property at the time said assessment is levied shall be personally liable for the aggregate amount of said lien.
- H.6.11 Such owner at the time such assessment is levied shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his dwelling unit, Lot or building site.
- H.7 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior or subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof.
- H.8 Termination of Utility Services. In addition to the lien remedy provided herein, the Association may, at its option without waiver of any alternate remedy, terminate utility services to the extent the payments for such services are not received within sixty (60) days after they have become due, or the Association determines there are conditions on any Lot which subject the system as a whole to contamination or other damage.
- I. The provisions for establishing a reserve account, as required by ORS 94.595, shall be as follows:

- I.1 The Declarant 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 that this document is recorded. The Declarant may defer payment of the accrued assessment for a lot under this paragraph until the date the lot is conveyed.
- I.2 The reserve account shall be established in the name of the Homeowners Association. The Homeowners 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.
- I.3 The account may be used only for replacement of common property and is to be kept separate from assessments for maintenance. However, after the individual lot owners have assumed responsibility for administration of the planned community, 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.
- I.4 Following the second year after the Homeowners Association has assumed administrative responsibility for the planned community under ORS 94.616, if owners of lots representing seventy five percent (75%) of the votes of the planned community agree to the action, they may vote to increase, reduce or eliminate future assessments for the account.
- I.5 Assessments paid into the reserve account are the property of the Homeowners 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 sales contract.
- J. There shall be no restrictions on the alienation of lots.
- K. The use for which each lot is intended is for residential site-built homes.
- L. The Homeowners Association, pursuant to ORS 94.665, may sell, convey or subject to a security interest any portion of the common property.
- M. Restriction on the use, maintenance or occupancy of lots shall be as follows:
  - M.1 LAND USE AND BUILDING TYPE

Lots shall only be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one home, a private garage for not less than two (2) cars, and accessory buildings. All homes, garages, and accessory buildings shall meet all applicable governmental standards and requirements and shall be approved in writing by the Architectural Review Committee as hereinafter set forth.

## **M.2 EASEMENTS**

Easements for the construction, inspection, operation and maintenance of the STEP (Septic Tank Effluent Pump) sewer system, including the interceptor tanks and pressure lines, and the irrigation system main lines on each lot are hereby granted to the Homeowners Association, said easements to be ten (10) feet wide with the center line defined by the location 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, pressure lines, or irrigation system main lines. Local governmental standards shall control if they conflict with the above provisions.

## **M.3 BUSINESS AND COMMERCIAL USE**

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot which, in the sole discretion of the Board of Directors of the Homeowners Association, results in traffic, noise, or any other activity which adversely affects any homeowner's ability to enjoy his lot. The Declarant shall be permitted to maintain a sales office on any unsold lot until all lots have been sold.

## **M.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.

## **M.5 ANIMALS**

Only household pets (dogs, cats, or small strictly-indoor animals) are permitted. No other animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot. The combined total of dogs and cats shall not exceed two (2). Household pets may not be bred or maintained for commercial purposes and must be reasonably controlled so as not to be a nuisance. Dogs shall be confined to a lot and on a leash when walked.

## **M.6 SIGNS**

No signs are permitted on any lot except that: (a) one (1) temporary "For Sale" sign (for home or lot) is permitted on each lot and shall not exceed six (6) square feet in area and (b) temporary "political" signs are also permitted but must be removed promptly after the election. No restrictions shall be placed on Declarant's use of signs for the sales office.

#### **M.7 PARKING**

Parking of boats, motor homes, campers, snow mobiles, all terrain vehicles (ATV's), personal water craft (jet skis), dune buggies, trailers of any kind, dirt bikes, trucks (excluding one ton pickups or smaller), truck-campers, and like equipment shall not be allowed on any part of the real property nor on streets adjacent thereto excepting only within the confines of a totally enclosed garage or accessory building. No parking of any vehicle is allowed in the street, grass, or landscaped areas. Parking within a lot must be on a concrete or brick surface. There are two exceptions to the above text in this paragraph: (a) temporary parking of a boat, motor home, or camper for less than forty-eight (48) hours is permitted on a lot for loading or unloading, and (b) temporary parking on the street for less than forty-eight (48) hours is permitted for visitors if all driveway parking has been used and the vehicle parked in the street does not create a safety hazard, as determined by the Homeowners Association Board of Directors.

#### **M.8 REPAIR OF VEHICLES**

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

#### **M.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.

#### **M.10 RUBBISH AND TRASH**

No lot, street, or part of the open space shall be used as a dumping ground for trash, yard debris from raking, dirt resulting from landscape work, or any rubbish. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and kept out of view from the street. There shall be no storage of any materials on any vacant lot, except for Declarant's use of an onsite construction storage area.

#### **M.11 MAINTENANCE 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, all shrubbery properly pruned and any and all dead trees, shrubbery and plants immediately removed.

#### **M.12 TEMPORARY STRUCTURES**

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

#### **M.13 COMPLETION OF CONSTRUCTION**

Construction for all homes, as shown on plans approved in writing by the Architectural Review Committee, shall be completed within six (6) months from the time that the plans were approved, unless an extension is given in writing by the Mountain Brook Homeowners Association Board of Directors.

#### **M.14 COMPLETION OF LANDSCAPING**

All landscaping must be completed, pursuant to a master plan adopted and approved in writing by the Architectural Review Committee, within eight (8) months from the date that the plans were approved, unless an extension is given in writing by the Mountain Brook Homeowners Association Board of Directors

Scheduling and delivery of irrigation water via the landscape sprinkler system shall be automatic and under the control of the Homeowners Association.

#### **M.15 FENCES AND HEDGES**

All fences shall be constructed of wood, masonry, or a wood-like appearing material. Metal and chain link fences are not allowed. Any fence or hedge erected shall not be (a) closer to the road than the house, garage, or accessory building constituting the side yard where the fence is placed, or (b) within a direct line of site between the road bordering the lot and any face of the home or garage which faces that road. See Exhibit C for pictures exemplifying this section. No fence, hedge or wall shall be erected without prior written approval of the Architectural Review Committee. This paragraph only applies to fences or hedges which are greater than twenty-four (24) inches in height.

#### **M.16 ANTENNAS AND SERVICE FACILITIES**

Any antenna which extends more than ten (10) feet above the maximum peak of the roofline must be approved by the Architectural Review Committee.



Clothes lines shall be placed within an area that could be enclosed by a six foot fence, although the fencing is not required.

**M.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 written approval from the Architectural Review Committee. Such prior written approval must be obtained before erecting any delivery box.

**M.18 AIR CONDITIONING UNITS**

The location of all ground level air conditioning units must be approved in writing by the Architectural Review Committee.

**M.19 EXTERIOR LIGHTING**

Any exterior light, motion detector light, or spotlight must be angled in such a way, or covered with a shroud, to prevent annoyance to neighbors.

**M.20 ACCESSORY BUILDINGS**

All accessory buildings shall closely compliment the home in materials and color and must be approved by the Architectural Review Committee. Accessory buildings shall not exceed the home in height and shall not be larger than 500 square feet. Accessory buildings include but are not limited to: shops, sheds, storage buildings, animal shelters, carports, tank covers, and vehicle covers.

**M.21 UTILITY BOXES AND TRANSFORMERS**

The Declarant and/or the Homeowners Association shall have the right to screen any utility boxes and transformers which are within the utility easements, said screenings to be subject to the prior written approval of the Architectural Review Committee and to be maintained by the owners of lots upon which they are placed.

**M.22 UTILITY HOOKUPS AND BACKFLOW REPORTS**

When a lot owner first taps into the water, sewer, and irrigation, it is his responsibility to leave stub outs for water, sewer, and irrigation hookups for an adjacent vacant lot. Each owner shall provide to the Homeowners Association a copy of a backflow inspection report indicating that his backflow valve, which protects the community water delivery system, is in proper working order; this report shall be provided upon completion of the water hookups to his home and each year thereafter.

## **M.23 STORAGE AND SERVICE TANKS**

For all heat pumps, air conditioners, and storage tanks (including but not limited to tanks for gasoline, oil, and propane), the lot owner shall implement a screening plan approved by the Architectural Review Committee.

## **M.24 CHIMNEYS**

Chimneys shall be masonry or enclosed with a masonry product or chase.

- N. Any amendment of this 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. In no event shall an amendment under this section create, limit or diminish any special Declarant rights, increase the number of lots or units or change the boundaries of any lot or any uses to which any lot or unit is restricted unless the owners of the affected lots unanimously consent to the amendment. 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 Homeowners Association by any officer of the Homeowners Association designated for that purpose or, in the absence of such designation, by the President of the Board of Directors of the Homeowners Association.
- O. The Declarant does not agree to build any improvement with the exception of:
- O.1 All private roads within Mountain Brook which are shown on the final Plat of Ni-Lah-Sha, Phases 2 and 3.
  - O.2 The main line STEP system in Mountain Brook.
  - O.3 The main line water distribution system in Mountain Brook.
  - O.4 The main line irrigation system in Mountain Brook.
  - O.5 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 Mountain Brook. Each lot owner is responsible for the installation and maintenance of all lines on said owner's lot.
- P. The individual owners will assume control of the Homeowners Association as provided under ORS 94.609, at such time as lots, representing seventy five percent (75%) of the votes, have been sold by Declarant. Until such time, Declarant shall have four (4) votes for each lot that it owns instead of one (1) vote, pursuant to paragraph G, above. The Declarant shall call a meeting for the purpose of turning over the administrative responsibility for the planned community to the Homeowners Association not more than

120 days after such time. The Declarant shall give notice of the meeting to each owner as provided in the bylaws.

- Q. The deed to the common property shall be delivered to the Homeowners Association at such time as lots, representing seventy five percent (75%) of the votes, have been sold by Declarant.
- R. The rights of the Homeowners 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:

#### **R.1 ARCHITECTURAL REVIEW**

No home or any other structure 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 (hereinafter sometimes referred to as "Committee" or "ARC"). It is the intention and purpose of this covenant to ensure 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 Review Committee's written consent is required.

#### **R.2 ARCHITECTURAL REVIEW COMMITTEE DECISION**

The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if it finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for Mountain Brook. Considerations such as siting, shape, size, materials, color, design, height, impairment of the view from other lots within Mountain Brook, or other effects on the enjoyment of other factors which the Architectural Review 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.

#### **R.3 PROCEDURE**

In the event the Architectural Review Committee fails to render its approval or disapproval within fifteen (15) working days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### **R.4 MEMBERSHIP: APPOINTMENT AND REMOVAL**

The Architectural Review Committee shall consist of as many persons, but not less

than two (2), as the Declarant may from time to time appoint. The Declarant 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. Declarant shall eventually grant this appointment power to the Homeowners Association, and shall do so no later than July 1, 2007. Thereafter, any duties of the Architectural Review Committee shall be performed by the Homeowners Association. The Architectural Review Committee shall have the right to appoint an Advisory Committee.

#### **R.5 LIABILITY**

Neither the Architectural Review Committee nor 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.

#### **R.6 ACTION**

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

#### **R.7 NONWAIVER**

Consent by the Architectural Review 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.

#### **R.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 been commenced or the owner has applied for and received an extension of time from the Committee.

- S. Homes will be built to Architectural Review Committee standards and must also meet the Minimum Home Standards set forth in Exhibit D.
- T. The Declarant may not withdraw property from the planned community.
- U. An individual lot owner shall not have the right to divide a lot, but shall have the right to combine one lot with another.

- V. These covenants and restrictions shall run with and bind all the real property within the planned community.
- W. 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 Mountain Brook 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 damages 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.
- X. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- Y. Declarant shall not be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by Declarant, acted in good faith.
- Z. Any reference to bylaws, or other governing documents, shall mean the bylaws of the Mountain Brook Homeowners Association as they may be duly amended from time to time.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

Declarant:  
Mountain Brook Development LLC


By: Richard A. Boro  
Richard A. Boro, Member

STATE OF OREGON            )  
  ) ss.  
County of Deschutes        )

Declaration of Covenants, Conditions and Restrictions for Mountain Brook, A Planned Community

On Dec 17, 2002, 2002, the above-named Richard A. Boro personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.



  
Notary Public for Oregon

My Commission Expires: 4-1-2006

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## MOUNTAIN BROOK

### EXHIBIT A

Description  
portion of **NI-LAH-SHA PHASES 2 AND 3** (SP 1999-70)  
in NE1/4 SW1/4 Section 3, T.15S., R.13E., W.M.  
**MOUNTAIN BROOK**

Description of a parcel of land situate in a portion of Plat No. "SP 1999-70", also known as "**NI-LAH-SHA PHASES 2 AND 3**", located in the NE1/4 SW1/4 Section 3, Township 15 South, Range 13 East of the Willamette Meridian, being Lots 45 through 104, Lots 108 through 123, Lots 159 through 180 and the adjacent private roadways as per said Plat, more particularly described as follows:

Commencing at a 5/8" Rebar monumenting the South 1/4 corner of Section 3, T.15S., R.13E., W.M., the Initial Point; thence N00°33'10"E partially along the East line of said Plat - 2635.68 feet to the Center of said Section; thence S89°47'56"W along the North line of said Plat - 244.63 feet to the NE corner of Lot 51 and the true **POINT OF BEGINNING**; thence along the boundary of Phases 2 and 3 of said Plat as follows: S00°12'03"E - 172.16 feet; thence S23°15'45"W - 157.29 feet; thence S45°19'30"W - 32.37 feet; thence S16°14'04"W - 85.01 feet; thence S00°33'24"W - 180.97 feet; thence S77°46'02"W - 187.53 feet; thence S27°24'36"W - 40.67 feet; thence S43°40'27"W - 75.93 feet; thence S57°49'15"W - 88.79 feet; thence S76°26'35"W - 122.86 feet; thence S00°35'28"W - 46.66 feet; thence S43°56'03"W - 103.65 feet; thence S59°05'09"W - 32.63 feet to the NE corner of Lot 124; thence N66°10'25"W - 99.43 feet to the NW corner of Lot 124; thence N79°27'55"W - 25.94 feet to the boundary of Lot 107; thence N65°27'05"W along said boundary - 128.25 feet; thence S51°53'46"W along said boundary - 49.07 feet; thence S18°52'30"E along said boundary - 24.26 feet; thence S11°03'42"W - 22.06 feet to the NE corner of Lot 104; thence S23°49'33"W along Lot 104 boundary - 79.09 feet; thence 56.98 feet along the arc of a 215 foot radius curve (concave South) of said Lot 104 boundary forming a central angle of 15°11'05" and a long chord bearing N78°04'56"W - 56.81 feet; thence 56.46 feet along the arc of a 37.50 foot radius curve (concave Northeast) of said Lot 104 boundary forming a central angle of 86°15'55" and a long chord bearing N42°32'31"W - 51.28 feet to the East right-of-way (R/W) of NE 5th Street; thence N00°35'26"E along said East R/W - 942.84 feet to the North line of said Plat; thence N89°47'56"E along said North line - 1040.08 feet to the true **POINT OF BEGINNING**.

The same containing approximately 18.17 land acres, subject to all existing easements and rights-of-way over and across the above described parcel of land.

Declaration of Covenants, Conditions and Restrictions for Mountain Brook, A Planned Community

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**MOUNTAIN BROOK**

**EXHIBIT B**

Common Property of Mountain Brook:

That portion of the property described in Exhibit A which is private roads and common areas.



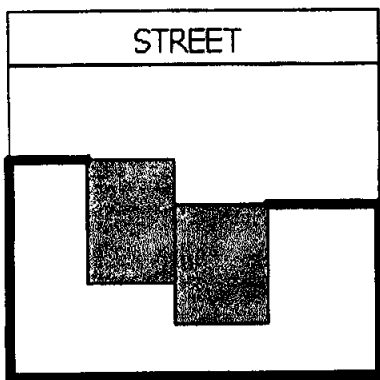
# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

## MOUNTAIN BROOK

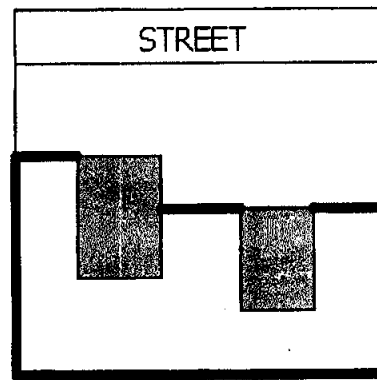
### EXHIBIT C

Dark lines show where fences and hedges can be placed.

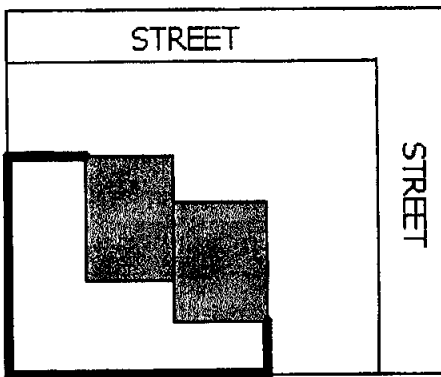
Interior Lot  
Attached Garage



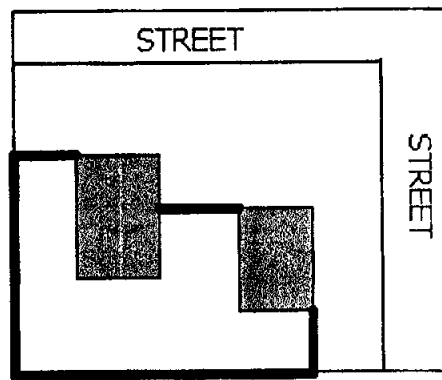
Interior Lot  
Detached Garage



Corner Lot  
Attached Garage



Corner Lot  
Detached Garage



# **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

## **MOUNTAIN BROOK**

### **EXHIBIT D**

#### **Minimum Home Standards:**

##### **A. For House and Garage:**

1. Exterior walls must be constructed of ICF blocks from a manufacturer approved by the Architectural Review Committee.
2. Exterior walls will have a stucco-like finish or an alternative siding approved by the Architectural Review Committee. Cement lap siding may be used for accenting.
3. Exterior walls will have earth tone colors which fall within particular guidelines.
4. Roofs will be tile or of another approved material and of a color which is within particular guidelines.
5. Houses will have natural gas furnaces and hot water heaters.
6. Both house and garage will have gutters for the entire building.

##### **B. Driveways and Walkways**

1. Driveways will consist of concrete or brick (no asphalt) and be at least twenty (20) feet long.
2. Walkways will include decorative brick or stamped concrete.

##### **C. Landscaping**

1. All lots will have an underground, timed, sprinkler system for the entire yard and interchangeable between city and irrigation water.
2. Only "Back Yard" fencing is allowed and only as described elsewhere in this document.