

Blankenship
After Recording Return To:
Hayden Homes, LLC
963 SW Simpson, Suite 110
Bend, Oregon 97702

Deschutes County Official Records **2012-048167**
D-CCR
Stn=1 PG 11/30/2012 03:16:59 PM
\$20.00 \$11.00 \$10.00 \$16.00 \$6.00 **\$63.00**
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
records.
Nancy Blankenship - County Clerk

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
OBSIDIAN RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
OBSIDIAN RIDGE ("Declaration"), to be effective upon its recording in Deschutes County, Oregon, is
made and executed by Hayden Homes, LLC, an Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of all the real property, and all improvements on such property, located in
Deschutes County, Oregon, described as follows (the "Property"):

Lots one through forty (1 – 40) OBSIDIAN RIDGE, PHASES I and II, recorded October 10,
2012 in Cabinet H, Page 1054, Deschutes County, Oregon.

Declarant has deemed it desirable to develop the Property under a comprehensive general plan of
improvement and development for the benefit of all lots in the Obsidian Ridge subdivision, including the
imposition of certain covenants, conditions and restrictions to protect the value and desirability and the
Property and the provision of a flexible and reasonable review process for construction on the Property to
assure a consistent and attractive development. However, Obsidian Ridge is not a "planned community"
as defined under the Oregon Planned Community Act as may be amended from time to time
(ORS 94.550–94.783). Except where this Declaration conflicts with applicable laws and regulations, this
Declaration shall be binding upon the owners of the Property subject to this Declaration.

**ARTICLE 1: RESTRICTIONS ON USE OF PROPERTY
AND OBLIGATIONS OWNERSHIP**

1. No structure shall be constructed on each lot other than one detached single-family dwelling with side-by-side private garage for two (2) or more cars, and non-dwelling accessory buildings architecturally consistent with the dwelling. Until such time as the Architectural Review Committee is dissolved pursuant to Article 2, no buildings or structures may be constructed or altered on a lot without the prior written consent of the Architectural Review Committee.
2. No manufactured home assembled off-site, mobile home, house trailer, recreational vehicle, shack, barn or tent, whether temporary or permanent, shall be erected or placed on any lot in the Property.
3. No temporary or unfinished building shall be used as a residence.
4. No poultry or livestock shall be kept on the Property. No pets or domestic animals shall be permitted to run loose or unattended. Owners of pets shall be responsible for compliance with all City leash laws and other laws related to the control of pets.
5. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done on the Property which may become an annoyance or nuisance to the neighborhood.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as follows: all lots shall be subject to utility easements, 5 feet in width adjacent to all rear and side lot lines for utility (including storm drainage) purposes. Within these easements, no 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 drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. At no time shall the lot or street frontage be used as a storage or long-term parking area for old cars, boats, trailers, campers, motor homes and other vehicles. All garbage, trash, cuttings, refuse, and refuse containers, clothes drying apparatus, and other service facilities located on each lot must be screened from view. Each lot and all improvements must be kept in a clean and attractive condition, in good repair, and in such manner as to not create a fire hazard.

8. The improvements constructed on each lot must be used for single-family residential purposes only and home occupations permitted by City code.

9. The owners of Lots 28, 30, 31, 35, 36, and 40 shall be responsible to maintain the landscape area immediately adjacent to their lot located between the east curb of 27th Street and west property line of each of these six lots. The landscape area will be kept in a clean and attractive condition consistent with its historic standard.

ARTICLE 2: ARCHITECTURAL CONTROLS

1. No improvement may be erected, placed, altered, maintained, or permitted to remain on any Property subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Review Committee. All submittals shall be in conformance with the Design Guidelines, unless otherwise approved by the Architectural Review Committee.

2. The development concept and design guidelines for Obsidian Ridge (the "Design Guidelines") will be determined by the Declarant consistent applicable statutes, ordinances, regulations, zoning, and other governmental land use controls.

3. The Architectural Review Committee shall be appointed by Declarant and shall consist of as many members as Declarant may appoint from time to time. A majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members approving the decision.

4. Within 30 days following receipt of plans and drawings submitted for approval, the Architectural Review Committee will review the plans and inform the owner in writing whether the plans conform to the Design Guidelines. In the event the Architectural Review Committee fails to notify the owner in writing as to the conformity of the plans within the review period, the plans are deemed to be approved as submitted. In the event any of the plans do not conform to the Design Guidelines, the owner may resubmit those nonconforming portions of the plans for review. No work may be performed relating to any improvement unless and until all aspects of all plans have been approved by the Architectural Review Committee.

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

6. The scope of the Architectural Review Committee's review is not intended to include any review or analysis of structural, geophysical, engineering, building or zoning code compliance, or other similar considerations. Neither Declarant nor the Architectural Review Committee will be liable to any owner, occupant or builder for any damage or loss suffered or claimed on account of any action or failure to act of the Architectural Review Committee.

7. Improvements constructed by Declarant on any lots owned by Declarant are not subject to the requirements of this Article 2.

8. The Declarant may establish a schedule of fines applicable to violations of this Declaration. Fines may be imposed by the Declarant after giving notice to the alleged violator and shall be payable as of the date given on the notice. If any fine or other charge levied under this Declaration is not paid within 30 days of its due date, such fine or charge shall become delinquent and shall bear interest from the due date at the rate of 10% per annum.

9. The Declarant has a right to lien any lot within the Property for any fines or other charges imposed under this Declaration against the owner of the lot from the date on which the fine or charge is due. Furthermore, the Declarant has any other remedy available to it by law.

10. The Architectural Review Committee, and all further architectural review of improvements on the Property, will terminate upon the early to occur of the following: (a) single-family dwellings have been constructed on 95% of the lots on the Property, or (b) Declarant records in the official records of Deschutes County, Oregon, a declaration stating that Declarant no longer desires to exercise any further architectural controls over Obsidian Ridge and is relinquishing its rights under the Declaration effective as of 30 days after recordation of such instrument. After the date of such relinquishment, Declarant will have no further right over the architectural review of improvements on the Property and no further obligations or duties under this Declaration.

ARTICLE 3: GENERAL PROVISIONS

1. This Declaration runs with the land and is binding upon and inures to the benefit of the Declarant and the owners of the Property and their respective successors and assigns. Declarant reserves the right to assign its rights under this Declaration.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and the party prevailing shall be entitled to be reasonable fees and court costs.

3. 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. A contract purchaser shall be deemed a lot owner for purpose of this Declaration.

5. Failure by the Declarant, the Architectural Review Committee or by an owner to enforce any covenant or restriction contained in this Declaration will not be deemed a waiver of the right to do so in the future.

6. Lessees, invitees, contractors, family members, and other persons, excluding the general public, entering Obsidian Ridge must comply with all of the provisions of this Declaration restricting or regulating the owner's use, improvement, or enjoyment of such owner's lot. The owner will be responsible for obtaining such compliance and will be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner.

7. All notices and other communications under this Declaration must be given to the parties to this Declaration at the following addresses: (a) If to an owner, then to the last address for such owner as show in the tax records of Deschutes County. (b) If to Declarant, then addressed to Hayden Homes, LLC, 963 SW Simpson, Suite 110, Bend, Oregon 97702, or such other address as Declarant may specify.

8. This Declaration will continue in full force and effect at all times with respect to the Property for a period of 20 years from the date this Declaration is recorded, after which date this Declaration will be automatically extended for successive periods of 10 years, unless an instrument

signed by two-thirds of the then owners of the lots has been recorded agreeing to modify or terminate this Declaration.

9. This Declaration may be modified or amended only upon the written consent of two-thirds of the then owners of the lots subject to this Declaration. However, so long as Declarant maintains control of the Architectural Review Committee pursuant to Article 2, this Declaration may not be modified or amended without Declarants written consent.

DECLARANT:

Hayden Homes, LLC

By: _____

[Signature]
Dennis Murphy, President

STATE OF OREGON)
) ss.
County of Deschutes)

On this 7 day of November, 2012, before me personally appeared Dennis Murphy, who being duly sworn, stated that he is the president of Hayden Homes, LLC, an Oregon limited liability company, and acknowledged the foregoing instrument to be the voluntary act and deed of the company, executed by authority of its members.



[Signature]
Notary Public for Oregon
My commission expires: 8-28-16