



After recording return to:

Crystal Park Construction LLC  
13484 NW Hartford St.  
Portland, Oregon 97229

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**DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS  
OF  
OLD MILL LANDING  
AND  
OLD MILL TERRACE**

This Declaration of Protective Covenants is applicable to Lots 1 through 5 Old Mill Landing (OML) and 1 through 16 Old Mill Terrace (OMT).

WHEREAS, Crystal Park Construction LLC, hereinafter referred to as Declarant, is Owner in fee simple of certain real property located in the County of Deschutes and State of Oregon, known as Old Mill Landing and Old Mill Terrace, duly recorded subdivisions.

NOW THEREFORE, the undersigned hereby declares that the following protective covenants, conditions, restrictions, reservations and easements shall run with the land, shall become and are hereby made a part of all conveyances of Lots 1 through 5 OML, and Lots 1 through 16 OMT within the plats recorded in Deschutes County, Oregon, and shall by reference apply thereto as fully and with the same effect as if set forth at large therein.

**ARTICLE I**  
**Definitions**

As used herein, the following terms shall have the following meanings unless the context of their usage clearly indicates otherwise.

Declarant: Crystal Park Construction, LLC, its successors and assigns;  
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- Property: The duly recorded plats of Old Mill Landing and Old Mill Terrace.
- Lot: Any numbered parcel of land shown upon any recorded plat of the Property.
- Owner: The owner of record, whether one (1) or more persons of fee simple title to any lot, whether or not subject to any mortgage or trust deed, but excluding those having such interest merely as security for the performance of an obligation. A contract purchaser under a recorded agreement of sale or contract for the sale of real property wherein legal title remains in the vendor thereunder shall be deemed to be the Owner. If title to a Lot is vested of record in a mortgagee, or beneficiary under a deed of trust by foreclosure, the mortgagee or beneficiary shall be deemed to be the Owner of record.
- Dwelling: Any Structure constructed on a Lot intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.
- Easements: Those portions of the property designated as such on the plat and in this Declaration of Protective Covenants which are reserved for a specific limited use or enjoyment.

## ARTICLE II Annexation of Additional Property

Declarant may, from time to time, and at its sole discretion, annex to OML or OMT any adjacent property and/or future phases of the development now or thereafter acquired by it, and may also from time to time and in its sole discretion, permit other holders of adjacent property to annex adjacent land owned by them to OML & OMT. The annexation of such property shall be accomplished by recording a declaration which shall be executed or bear the approval of Declarant, and shall describe the property to be annexed, shall establish any additional or different limitations, restrictions, Covenants and Conditions, and shall declare that such Property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants. The Property included by any such annexation shall thereby become a part of the Property bound by these protective Covenants.

ARTICLE III  
Residential Covenants

(1) Use: All lots in OML and OMT shall be for single family residential use only. Any permanent multi-family or communal use is prohibited. No business venture shall be conducted in or about any lot in OML and OMT which is designated by exterior signs and creates additional vehicle traffic; except that builders', Declarant's or real estate agents' temporary sales office or model homes are permitted.

(2) Dwelling Size: Every residence constructed shall have a minimum of one thousand three hundred fifty (1350) square feet of living space and a garage for not less than two automobiles.

(3) Exterior Building Materials and Finish: Exterior materials and colors must be approved for use by the Architectural Control Committee (ACC) in accordance with the provisions of Article IV. All sides of the dwelling shall have double wall construction with approved siding material. Single wall construction shall be permitted with board and batt siding or approved siding material.

Permitted roofing materials are Architectural Composition or Tiles. Asphalt fiberglass roofing must be staggered shake shingle of a high density to create a dimensional appearance. Color to be approved by the Architectural Control Committee. Exterior brick or stone shall have a wrap around return a minimum of 12" on all adjacent corners.

Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Dwelling they adjoin. Requirements for fences are specified in Section 15 of this Article.

The ACC reserves the right to grant any variance in the minimum requirements to provide for any solar materials, new product or specific design requirements.

(4) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved on Lots as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with 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 utility company or maintenance committee or other party is responsible. Each Lot Owner shall be responsible for removal of any fencing or vegetation in the event a utility company makes such a request.

(5) Maintenance of Dwelling and Grounds: Each owner shall maintain their Lot and improvements in a clean and attractive condition in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly materials. The provisions of this section shall include the areas between the property line of any Lot and the nearest curb, including sidewalks and street trees.

(6) Animals: No animals, including poultry, shall be raised or kept on any lot except that dogs, cats or other household pets may be kept provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring Lots. As stipulated in paragraph 15 below, all dogs shall be fenced in on all sides visible to other properties with wood fencing material.

(7) Garbage and Refuse Disposal: No lot shall be used as a dumping ground for garbage, rubbish or other waste. All garbage and trash shall be kept in sanitary containers and out of public view.

(8) Signs: No signs shall be erected or maintained on any Lot, except that "For Sale", "For Lease", or "For Rent", signs may be placed by the Owner, Declarant, Builder or Real Estate Agent, provided such signs are uniform in design and approved by the ACC, and the temporary placement of "political" signs is permissible. "Block Home" signs are also permissible.

(9) Parking and Storage of Equipment: Boats, trailers, truck campers, motor homes, commercial vehicles and like equipment shall be substantially screened from view by neighboring lots and from the street, and not be parked or stored on any public ways. Exception is such equipment when not owned by a resident Owner, shall be allowed to be parked in the driveway servicing a Dwelling or on public streets adjacent thereto for a period not to exceed forth eight (48) hours in any thirty (30) day period.

(10) Offensive Activities: No noxious or offensive activity or condition shall be permitted upon any part of the property nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(11) Antennas and Service Facilities: No exterior antennas, aerials, or satellite dishes larger than 24" shall be permitted on any part of the Property. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.

(12) Completion of Construction: The construction of any dwelling, including painting and all exterior finish, shall be completed within eight (8) 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 extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ACC. The building area and streets shall be kept reasonably clean and in workmanlike order during the construction period, and the Owner of each Lot shall be responsible for any damage to curbs, streets and utilities during construction.

(13) Landscape Completion: All front yard and street frontage landscaping must be completed within three (3) months from the completion of the Dwelling thereon. All remaining landscaping to be completed within one (1) year of occupancy. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the ACC. Landscape completion shall also include provision for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots.

(14) Street Trees: Species and location of street trees, if required, are determined by the City of Bend or the Declarant. Owners of lots are not to remove, damage or prune a tree within their right-of-way without written approval of the ACC.

(15) Fencing: As used herein fencing shall mean any barrier or wall. Plantings or site obscuring fences shall not exceed four (4) feet in height in the front yard or side Lot line forward of the front building lines. Maximum height of site obscuring fences located on the remainder of the Lot are generally six (6) feet in height, and shall comply with the City of Bend ordinance. Aesthetic restrictions are as follows:

- a) All fences shall be made of wood . Style and locations shall be approved by the ACC.
- b) All fences shall be six (6) feet in height behind the front building lines.
- c) Any fence constructed on or within two (2) feet of a side or rear lot line shall be considered a JOINT FENCE and shall not be altered, modified or removed without the consent of all adjoining owners.

ARTICLE IV  
Architectual Controls

(1) Construction: No structure, including storage shelters, swimming pools, greenhouses, basketball hoops, or remodeling shall be commenced on any lot until the plans and specifications have been submitted to and approved in writing by the ACC. The intent of this covenant is to insure quality of workmanship and material, and harmony of external design with the existing and planned structures as to location and with respect to topography and finish grade elevations and to avoid plan repetition.

(2) Procedure: Prior to application for a building permit or commencement of any minor work, Owner shall prepare and submit one set of plans and specifications for the proposed work showing the location of all improvements, materials, and colors and be accompanied by a plot plan showing the location of the improvement on the Lot. The ACC shall render its decision, in writing, within ten (10) days after it has received said requested plans. In the event the Committee fails to render its approval or disapproval within twenty (20) working days after plans, specs, and plot plan have been submitted to it, approval will be deemed to have been given.

(3) Membership -- Appointment and Removal: The ACC shall consist of as many as three (3) persons, but not less than two (2), as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the committee. The powers and duties of the ACC shall cease after completion of the construction of all single-family Dwellings and the sale of said Dwellings to the initial Owner on all Building sites within OML and OMT.

(4) Liability: Neither the Declarant, the ACC nor any of its members shall be liable to any Owner, occupant or tenant, for any loss, damage, cost expense, (including but not limited to attorney fees), liability or rejudice suffered, or claimed, on account of any act or failure to act by the Declarant or the Committee or member thereof so long as the Declarant or the Committee member thereof was acting in the ordinary course of their duties as described in this Declaration.

In the event suit, action or arbitration is commenced against the Declarant, ACC or any of its members, to enforce or interpret this Declaration, the prevailing party shall be entitled to recovery of all reasonable attorney fees and costs upon trial or arbitration thereof, as well as upon appeal.

(5) Action: Any two (2) members of the ACC shall have power to act on behalf of the Committee, without the necessity of a meeting, or consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

(6) Nonwaiver: Consent by the ACC to any matter proposed to it and within its jurisdiction under these Protective 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.

(7) Effective Period of Consent: The ACC's consent to any proposed work shall automatically be revoked one (1) year after issuance of consent unless construction of the work has been commenced or the owner has applied for and received an extension of time from the ACC.

## ARTICLE V OML & OMT Owners Committee

(1) Maintenance and repair of the entry monument, flowers, shrubbery, irrigation, walkway easement to canal trail or any other landscape improvements placed by Declarant shall be performed by Declarant until 80% of the lots in OML & OMT have been conveyed to occupant Owners. Thereafter, maintenance shall be performed by the Owners or Owners committee, as set forth in paragraph 3 below.

(2) Declarant has also constructed a fence and monument along with landscape improvements along McClellan Road. Maintenance and repair of the monument, fence and landscaping shall also be the responsibility of the Owners or Owners committee as set forth above.

(3) OMT AND OML Owners Association:

a) As original Owner of all lots in OML and OMT, Declarant shall exclusively exercise all maintenance of entry landscaping, signage, architectural and all other duties prescribed under this Declaration of Protective Covenants in Article V, Section 1 a), 1 b), and 1c) until 80% of the Lots in OML and OMT have been conveyed to new owners. At such time as Declarant's interest in OML and OMT is terminated, Declarant shall cause to be recorded in the records of Deschutes County, a declaration stating that further controls over such duties shall be transferred to the Old Mill Homeowners Association (OMHA), which shall come into existence upon appointment by Declarant of a governing board of supervisors consisting of three OMHA homeowners. Copies of such Declaration shall be provided to each Owner of a lot within OML and OMT.

b) The initial board of supervisors of OMHA shall meet within ten (10) days after their appointment by the Declarant and at that time adopt any governing documents, including bylaws, guidelines, procedures, and establish the amount of assessment to be levied to each Lot for the maintenance of the entry monument, fence, and landscaping. The board of supervisors for OMHA shall determine the legal entity for OMHA.

c) In the event Declarant is unsuccessful in aiding Owner's organization of the board of supervisors of OMHA within 30 days of conveyance of 80% of the Lots, Declarant shall have no further responsibilities relating to OMHA and the OMHA board of supervisors shall be organized exclusively by the Owners of Lots within OML and OMT. Such failure of organization of the OMHA board of supervisors shall not affect the existence of OMHA or the effectiveness of the Declaration of Protective Covenants.

## ARTICLE VI General Provisions

(1) Duration and Amendment: These covenants shall run with the land with respect to all property within OML and OMT, and shall be binding on all parties and persons claiming under them for a term of twenty (20) years from the date herein, after which time, they shall automatically be extended for successive periods of ten (10) years. This Declaration of Protective Covenants can be terminated or amended only by duly recording an instrument which contains an agreement providing for termination or amendment, and which has been signed by at least fifty-one percent (51%) of the Owners of the platted Lots.

(2) Enforcement: Should any person violate or attempt to violate any of the provisions of the Protective Covenants, the Declarant or any other person or persons owning any Lots within OML and OMT, at its or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the Covenants, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(3) Severability: Invalidation of any one of these protective covenants 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 Declarant nor any officer or director thereof shall be liable to any Owner or on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

(5) Notice: Any notice required to be sent to any Owner under the provisions of this Declaration of Protective Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand this 9<sup>th</sup> day of JUNE 2004.

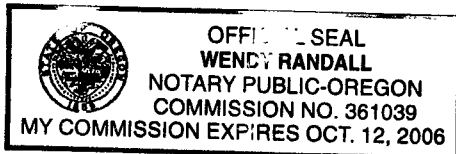
CRYSTAL PARK CONSTRUCTION, LLC.

BY: *Ronald A. Rupprecht*

STATE OF OREGON

County of Deschutes

On this 9<sup>th</sup> day of June 2004, personally appeared Ronald A. Rupprecht who did say that he is a Member of CRYSTAL PARK CONSTRUCTION, LLC. and that the foregoing instrument was signed and sealed on behalf of CRYSTAL PARK CONSTRUCTION, LLC. by authority of its members.



Before me, *Wendy Randall*  
Notary Public for Oregon

My Commission Expires: October 12, 2006