



369 - 1383

95-09811

COVENANTS, CONDITIONS AND RESTRICTIONS OF PAINTED RIDGE

Whereas, Sun Forest Construction, Ltd. ("Sun Forest"), a corporation organized and existing under the laws of the State of Oregon, is the owner in fee of the real estate situated in the County of Deschutes, State of Oregon, described in Exhibit A, attached hereto (the "property");

Whereas, Sun Forest is constructing eight (8) buildings each containing 2-6 townhomes, said townhomes connected by party walls, with common roofs and deck rails surrounding attached decks;

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A Sun Forest Development ✓ P.O. Box 1523 Bend, Oregon 97709 Tel. (503) 385-8522 facsimile (503) 385-8557

Whereas, Sun Forest intends to create, in favor of the Painted Ridge Neighborhood, and in favor of each purchaser, an easement covering common roofs and party walls placed equally divided on the lot lines separating the lots upon which the separate townhomes are to be erected;

Whereas, the easements created shall be for access to and maintenance of the party walls, common roofs, and deck rails;

Now, therefore, Sun Forest, in order to protect each and every purchaser, and his/her successors and assigns, of a lot and townhome thereon, creates the following easements on building structures and on the property, to wit:

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1. Declaration of Party Walls, Common Roofs, and Deck Rails.

The dividing walls between adjoining townhomes erected in the buildings on the property are hereby declared to be party walls. The roofs covering the townhomes, insofar as they are common to more than one townhome unit, are hereby declared to be common roofs. The deck rails, insofar as they benefit or burden more than the decks of one townhome unit, are hereby declared to be common deck rails.

2. Maintenance of Party Walls, Roofs, and Deck Rails.

The cost of maintaining the party walls, common roofs, and deck rails shall be borne by the Painted Ridge Neighborhood, and shall be included in Neighborhood Assessments payable by the owners of property within the Neighborhood. Broken Top Community Association

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and Painted Ridge Neighborhood shall maintain said party walls, common roofs, and deck rails. However, the owner of each townhome shall be responsible for maintaining the walking surface areas of the decks and terraces appurtenant to the owner's townhome, and shall bear the cost thereof.

3. Damage to Party Walls, Common Roofs, or Common Deck Rails.

In the event of damage or destruction of a party wall, common roof, or common deck rail from any cause, other than the negligence of an owner, the then-benefitted owners shall, at joint expense, repair or rebuild said walls, roofs or rails and each owner, his/her successors and assigns, shall have the right to the full use of said walls and roofs so repaired or rebuilt. If any owner's negligence shall cause damage to or destruction of said walls,

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roofs or rails, such negligent owner shall bear the entire cost of repair or reconstruction. The Painted Ridge Neighborhood shall cause said repairs or reconstruction to be performed and shall charge the cost thereof to the owner or owners.

4. **Drilling Through Party Walls.** Any benefitted party, or the owner, shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, or other utilities, subject to the obligation to restore said wall to its previous structural condition at his/her own expense, and the payment to the adjoining owner of any damages negligently caused thereby.

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5. **Easements for Common Walls, Common Roofs, and Common Deck Rails.** No owner shall alter or change a party wall in any manner, interior decoration excepted, and the party walls, common roofs, and common deck rails shall always remain in the same location as when erected. Sun Forest reserves a perpetual easement for the benefit of Sun Forest, the Broken Top Community Association, and the Painted Ridge Neighborhood in that part of the property on which any party wall, common roof, or common deck rail is located, for purposes of access to and maintenance of party walls, common roofs, and deck rails, and in each owner on that part of the property of others on which any party wall, common roof, or common deck rail is located if such party wall, common roof, or deck rail benefits or burdens the owner's property.

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6. Easements for Sidwalks, Paths, Walkways, and Utilities.

Sun Forest Construction, Ltd. hereby reserves easements on all lots for the benefit of Sun Forest Construction, Ltd., Broken Top Community Association and Painted Ridge Neighborhood for and over sidewalks, paths, and walkways to be located by Sun Forest Construction, Ltd. on the lots, including all replacements thereof, for ingress and egress to the living units and for maintenance, repair and replacement of all such sidewalks, paths, and walkways, and further reserve easements over, under and through each lot for the creation, construction, and maintenance of public, quasi-public or private utilities to be provided to said lot or other lots, including but not limited to: Electricity, T.V. cable, telephone, natural gas, sewer, storm drains, water, including water for

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landscaping and irrigation, and for any other utility or function necessary or expedient for health and welfare.

7. **Covenants Running With Land.** The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in the property shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.

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8. Amendment of These Covenants, Conditions, and Restrictions.

Prior to the sale of the first lot, these covenants, conditions and restrictions may be amended unilaterally by Sun Forest. After the sale of the first lot, this document may be amended by the affirmative vote or written consent, or any combination thereof, of the owners representing 75% of the lots in the Painted Ridge Neighborhood.

In Witness Whereof, the undersigned has executed this instrument on the 30 day of March, 1995.

SUN FOREST CONSTRUCTION, LTD.

By SRK Ralibu

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STATE OF OREGON) SS.
COUNTY OF DESCHUTES)
I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

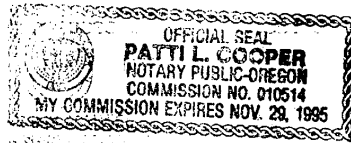
95 MAR 30 PM 2:00

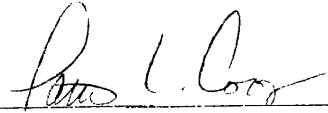
MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. **95-09811** FEE **50**
DESCHUTES COUNTY OFFICIAL RECORDS

STATE OF OREGON)
County of Deschutes) ss.

On this 30th day of March, 1995, personally appeared before me Gary Bradshaw, who, being duly sworn, stated that he is the Secretary-Treasurer of Sun Forest Construction, Ltd., and that this instrument was voluntarily signed on behalf of the corporation by authority of the Board of Directors.




Notary Public for Oregon
My Commission Expires: 11/29/95