

96-26848

**REVISED RESERVATIONS AND RESTRICTIVE COVENANTS  
PONDEROSA CASCADE COMMUNITY, INC.**

Declaration of Restrictions on **PONDEROSA CASCADE COMMUNITY**, Deschutes County, Oregon, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Plat Records of Deschutes County, Oregon.

It is the intent and purpose of these Reservations and Restrictive Covenants to protect the rights and investment of all property owners within this development so that they can be assured enjoyment from the use and habitation thereof, and at the same time, preserving the natural beauty and environment.

**RESIDENTIAL AAA DISTRICT**

**1. Property**

The following described property located in Deschutes County, Oregon, is subject to the restrictive covenants of the AAA Residential District of Ponderosa Cascade of Bend:

Preliminary Plat Number 67, PONDEROSA CASCADE, a planned unit development, Deschutes County, Oregon:

In Section 36, Township 15 south, Range 10 East of the Willamette Meridian, Block 1, "Ponderosa Cascade"

In Section 1, Township 16 South, Range 10 East of the Willamette Meridian, Block 2 through Block 8, "Ponderosa Cascade"

**2. Buildings**

- A. No residence, tent, shack, barn, temporary building, outbuilding, fence, guest house or any other structure shall be erected on any of the parcels in this district without approval in writing from the Design Committee. Design Committee approval will be valid for a period of one year from the date of approval.
- B. No parcel or parcels shall be used for other than a single-family residence and there shall not exist on any lot at any time more than one residence. For the purpose of this covenant, "single family" residence is intended to permit the inclusion of other dependent members of the immediate family such as grandparents, grandchildren, court-assigned foster children, etc.

**1 - REVISED RESERVATIONS AND RESTRICTIVE COVENANTS** (rsl.pond001.004)

*Ponderosa Cascade Community Inc.  
16810 Ponderosa Cascade Dr.  
Bend, OR 97701*

- C. No property designated for residential use shall be divided into smaller parcels than shown on the original plat.
- D. No residence shall be constructed on any parcel with a fully enclosed floor area of less than 1,000 total square feet and/or a first floor area of 800 square feet exclusive of carport, garage and open portion(s).
- E. No garage, storage building or other outbuilding may be built except in conjunction with the residence it is intended to serve.
- F. No building shall be constructed within 25 feet of a Forest Service or BLM boundary. Common use buildings and other facilities may be constructed in designated common areas with the approval of the general membership, the Design Committee and the Board of Directors.
- G. Placement of buildings on the parcel shall conform to both the setbacks (front, rear and sides) specified in State and County Regulations, and to the specific instructions of the Association Design Committee.
- H. No building shall be constructed to a height or shall be located on the parcel in such a position, that it will interfere with, or obstruct unreasonably, the mountain view or solar function of other residences in the subdivision.
- I. All exteriors shall be constructed of lumber, stone, brick, vinyl or other approved materials and shall be finished in color(s) that harmonize with the environment.
- J. All roofs must be constructed of one of the Class A fire-retardant materials listed below or a material with comparable fire-retardant qualities as approved by the Design Committee. When plans and blueprints are submitted to the Design Committee for approval, applicants should include an actual sample of the roofing material to be used.
1. Class A, fire-retardant asphalt or fiberglass shingles with a weight of approximately 300 pounds per square (100 square feet) or greater.
  2. Metal Roofing. 29 gauge or heavier, with bonded paint finish, in a color which harmonizes with the environment.
  3. Concrete, fired clay, fiberglass or other fire-retardant tile approved by the Design Committee.
- K. No mobile home or manufactured home, as the same is defined under the Deschutes County Zoning Ordinance currently in effect, or any successor thereto, may be erected

or constructed as a residence in the Ponderosa Cascade Subdivision. Any pre-fabricated modular housing, not defined or licensed as a manufactured home, must also be reviewed by the Design Committee prior to construction to determine that the housing otherwise complies with the criteria set forth in these Reservations and Restrictive Covenants. Temporary living quarters (i.e. travel trailer, fifth wheel) may be located on the building site for a period not to exceed six months, with prior written approval of the Design Committee.

- L. Exterior lighting must be focused/shielded to illuminate only the area in proximity of the residence and to minimize general light pollution beyond that area.

### **3. Design Committee and Site Approvals**

A Design Committee consisting of five members shall be appointed annually by the Board of Directors to serve for a one year term. Members of the association in good standing (current in dues and assessments), who reside in the subdivision, will be eligible to serve.

Whether or not provision therefor is specifically stated in any conveyance or ownership of a lot in Ponderosa Cascade Subdivision, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence or other structure, including storage sheds and greenhouses, shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Design Committee. Any approval given from the Design Committee for any project will be valid for a period of not more than one year from approval date.

### **4. Filling in and Removing**

The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding properties, without prior written consent from the Design Committee. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

### **5. Discharge of Firearms - Hunting and Target Practice**

The discharge of any firearms (including CO2 or compression-pump pellet guns) within the Ponderosa Cascade Subdivision is expressly forbidden. Hunting (bow or firearm) is not permitted in the subdivision or in adjacent BLM/Forest Service game refuges.

### **6. Commercial Use**

No commercial use or trade, with the exception of cottage industries, shall be carried on upon any property within Ponderosa Cascade Subdivision. No commercial trucks with capacity in excess of one ton shall be stored or parked except in a closed garage or in a concealed or screened area. They shall not be parked on any residential street except while engaged in the transport of some

commodity to or from a residence within the subdivision.

## 7. Nuisances

No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an eyesore, annoyance or nuisance to the neighborhood. Clothes lines are to be screened or retractable. In the event that any property owner shall fail to remove or abate a nuisance, after having been advised of violation of those covenants and/or county ordinances or regulations, it shall be lawful for any person owning real property within Ponderosa Cascade Subdivision to prosecute the violator to either prevent him from doing so or to recover damages for such violations or both.

## 8. Pets

No animals, livestock or poultry shall be kept, raised, bred or permitted within the subdivision, other than a reasonable number of domesticated household pets which are controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. Dogs shall not be permitted to roam unattended. Deschutes County Ordinance Number 203.1 applies and is enforced by Deschutes County Animal Control.

## 9. Rental of Properties

Owner(s) and rental occupants shall be responsible for compliance with all provisions of the Declarations, Restrictions, Protective Covenants and Conditions of this document, and any and all rules and regulations promulgated by the Association to protect the environment and quality of life in the Ponderosa Cascade Subdivision. **Owners are responsible to provide a copy of the CC&Rs to their renters.**

## 10. Common Area Purposes and Uses.

Approximately 40 acres within our subdivision has been designated and reserved as **common area**. These areas take several forms, including a "belt-way" around the perimeter of our community and about one dozen irregularly-shaped parcels (3/4 acre to 16+ acres). These common areas were established for three primary purposes:

- A. To create open land, space and vegetation screens that will enhance the privacy between developed homesites and roadways;
- B. To provide dedicated access for owners and guests to the larger common areas and adjacent BLM and U.S. Forest Service lands;
- C. To offer space for our community to engage in outdoor recreational

pursuits and/or the development of community facilities (i.e. postal station, community center, sports, playground, etc.).

No animals, livestock, or poultry shall be kept on common areas. No trees or other natural vegetation shall be cut down, trimmed, pruned, or removed. No rocks, soil, or other material shall be moved or removed from common areas without prior approval of the Board of Directors.

#### **11. Landscaping**

No trees or shrubs shall be planted on residential lots or common areas that would obscure or will ultimately grow to a height/dimension that will obscure the view or solar function of any other residence.

#### **12. Operation of Motor Vehicles**

All paved roadways within the Ponderosa Cascade Subdivision are County owned and maintained, and all State and County laws and ordinances are strictly enforced. No vehicles may be driven or ridden on common areas. Motorcycles, all-terrain vehicles, snowmobiles, trail bikes, etc., shall not be used in such a manner as to become a nuisance or safety hazard. All motorized vehicles and their operators must be properly licensed to drive on roadways.

#### **13. Subordination of Lien to First Deeds of Trust and First Mortgages**

The lien of the assessments, including interest, late charges, costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any lot. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title, his/her successors and assigns shall not be liable for the share of common expenses or assessments by the Association chargeable to such lot which become due prior to the acquisition of title to such lot by such acquirer. No mortgagee or trust deed holder shall be required to collect on behalf of the Association any such common expenses. Failure to pay such assessments shall also not constitute a default under any first deed or mortgage.

#### **14. Fire Prevention**

Fire protection and outside burning is currently controlled by the Cloverdale Fire District. Outside burning permits from the Fire District are required.

**15. Suspension of Membership Privileges - Member "Not-in-Good-Standing"**

Members of the Association who are more than 90 days delinquent in their payment of dues or assessments and who have not made a written contract for catch-up payment, or flagrant violators of Association Covenants, may be designated by Board action as "Members not-in-good-standing". The Board is authorized to suspend such member's rights to vote or participate in Association government, the use of common areas/facilities or other legal, appropriate prohibitions.

**16. Effect of Restrictions**

The above restrictions and covenants are to run with the land and shall be binding upon all parties and all persons owning property or residing in the Ponderosa Cascade Subdivision. They shall remain in effect for a period of ten (10) years and automatically renew. After that time, these covenants shall extend for successive periods of ten (10) years unless an instrument signed by a majority (fifty-one percent - 51%) of the owners of record of the property agreeing to change the covenants in whole or in part is recorded.

**17. Remedies for Violations**

If any of the above restrictions or covenants shall be violated, it shall be lawful for any person owning real property situated within said subdivision to prosecute any proceeding against the person(s) violating the restrictions to either prevent him from so doing or to recover damages for such violations or both.

Failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any one or more of the covenants or restrictions by any Court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.

**18. Attorney Fees**

In the event suit or action is instituted to enforce any of the terms or conditions of these Reservations and Restrictive Covenants, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

*Roger P. Leushner, President* X *Shedra L. Shawver, Secretary*

NB

STATE OF OREGON,

County of Deschutes ) ss. On this 12 day of July - 0505, 1996,  
 before me appeared Roger P Kershner and  
Theodra L Shawver both to me personally known, who being  
 duly sworn, did say that he/she, the said Roger P Kershner  
 is the President, and he/she, the said Theodra L Shawver  
 is the Secretary of Pomeroosa Cascade Community, Inc  
 the within named Corporation, and that the seal, if any, affixed to said instrument is the corporate seal of said  
 Corporation, and that the said instrument was executed on 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.



Marcea S Forbis  
 Notary Public for Oregon.  
 My commission expires 11/11/97

STATE OF OREGON )  
 COUNTY OF DESCHUTES ) ss.

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:

96 JUL 20 2:11:22

BY T. Moore DEPUTY  
 NO. 96-26848 FEE 35.00  
 DESCHUTES COUNTY OFFICIAL RECORDS