

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-48308



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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Palmer Homes
PO Box 184
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**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
PROMISE LANE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROMISE LANE (this "Declaration") is made and entered into effective this 21 day of July, 2005, by Vernon C. Palmer, Inc., an Oregon corporation ("Declarant").

Recital

The Mayberry Group, Inc. an Oregon corporation owns that real property in Deschutes County, Oregon legally described on the attached Exhibit A. The Mayberry Group, Inc. consents to the terms and conditions of this Declaration and to its recordation.

DEFINITIONS

Declarant. "Declarant" shall mean Vernon C. Palmer, Inc., an Oregon corporation company, and its successors and assigns if such successor or assign should acquire all of Declarant's rights under the Declaration pursuant to a recorded instrument executed by Declarant. In no event shall The Mayberry Group, Inc. be deemed to be, or have liability hereunder, as Declarant.

The Mayberry Group, Inc. shall have the meaning given in the Recital and shall also mean any successor or assignee of The Mayberry Group, Inc. that obtains all of The Mayberry Group's interest in the Property. The Mayberry Group, Inc. is signing this instrument as the current owner. The Mayberry Group, Inc. is not, however, the developer or Declarant hereunder and The Mayberry Group, Inc. shall have no liability therefore.

WHEREAS, the Grantors desire to declare of public record their intention to create certain protective Covenants, Conditions and Restrictions (CC&R's) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property, excluding the property, residence, and structures known as Lot 17, Promise Lane.

NOW, THEREFORE, the Declarant hereby declare that all of the properties described shall be held, sold and conveyed subject to the following easements, restrictions, Covenants and Conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and (CC&R's) shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I
RESIDENTIAL CONVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot. .

(a) The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision.. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Irrespective of the foregoing, Grantee or Owner shall not enclose any porch area of any residential unit. Enclosing shall include screening, glass or any solid construction material. Porches shall remain as a roofed-over deck area and constitute part of the architectural theme of Promise Lane.

(b) Lighting shall not glare onto neighboring properties.

2. OFFENSIVE ACTIVITIES

No noxious, offensive or illegal activity shall be carried out upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

3. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are controlled in compliance with City of Bend Leash and Animal Control Laws so as not to be a nuisance.

4. SIGNS

No signs shall be erected or maintained on any lot (excluding Promise Lane entry signs) except that not more than one "FOR SALE" sign placed by the owners Declarant or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. Any other advertising sign, including but not limited to "FOR RENT" signs are prohibited. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

5. PARKING

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property or on a public street adjacent thereto longer than forty-eight (48) hours excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off street parking spaces for at least two vehicles. Garage bays may be counted for the purposes of meeting this requirement. Visitor RV parking is permitted for not more than 5 calendar days in any one month period.

6. VEHICLES IN DISREPAIR

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot 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 inoperability or significant damage it offends the occupants of the neighborhood.

7. RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

8. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. Freestanding basketball hoops may be left on the parking strip at curbside or on the residence driveway. Basketball hoops are not permitted in the street.

9. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.

10. LANDSCAPE COMPLETION

All front yard, including side yard landscaping on corner lots, must be installed upon substantial completion of the residence. All remaining landscaping must be completed within ninety (90) days of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time.

11. FENCES AND HEDGES

No fence greater than three (3) feet six (6) inches in height shall be permitted in the front

yard on any residential unit .The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front setback line for the residence. . All fencing added or replaced by an Owner shall be similar in appearance to any fencing provided by the Declarant. This provision is not meant to prohibit or restrict the Declarant or developer of Promise Lane from erecting an entrance monument and fence, whose architecture and composition shall be determined at the developer's sole discretion.

12. ANTENNAS AND SERVICE FACILITIES

No exterior antennas or satellite dishes of any kind shall be permitted, except "**Digital Satellite Systems**" are permitted. The dish may not exceed 25 inches in diameter. Clotheslines and other service equipment shall be screened so as not to be viewed from any street.

13. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

14. STREET TREES AND PARK STRIP LANDSCAPING WITHIN THE CITY RIGHT OF WAY

After planting, street trees and the parking strip landscaping must be maintained by the homeowner whose property is contiguous. If street trees and landscaping die, for any reason, they must be replaced with similar vegetation by the individual lot owners.

ARTICLE II
GENERAL PROVISIONS

1. TERM AND AMENDMENT

These Covenants and Restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy-five (75) percent of the owners of the lots in Promise Lane. The Declarant have the sole and exclusive authority to terminate, revoke, or amend these Covenants and restrictions until the last lot has been sold and built upon.

2. ENFORCEMENT

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 the plat may, at their option, exercise the right to enforce these Covenants by bringing action in a court of law. Failure by any party to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations

shall be entitled to recover all costs, including reasonable attorney fees, incurred.

3. NOTICES:

Any notice permitted or required to be delivered as provided herein may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, by certified mail, addressed to each such person at the last known residence or domicile address of such person.

4. ACCESS TO SLOPES OR DRAINWAYS:

Each Grantee of a Residential Unit agrees for himself, his assigns, heirs or successors in interest, that he will permit access by owners of adjacent lots to slopes or drainage ways located on his property which affect said adjacent lots, when such access is essential for the maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located.

5. DRAINAGE:

Each Grantee of a Residential Unit agrees for himself and his assigns that he will not, in any way, interfere with the established drainage pattern of his lot from adjacent lots or other lots in said Project or that he will make adequate provisions for property drainage in the event it is necessary to change the established drainage over his lots. For purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said Project, including landscaping of each lot in the Project, was completed by the undersigned Declarant.

6. SEVERABILITY

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.

7. LIMITATION OF LIABILITY OF DECLARANT

Neither the Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by the Declarant in performing their duties or rights hereunder, provided that the Declarant have, in accordance with actual knowledge possessed by them, acted in good faith.

8. JOINT OWNERS

In any case in which two or more persons share the ownership of any Building Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

9. LESSEES AND OTHER INVITEES

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Building

Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure has been committed by the Owner.

10. CAPTIONS

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned, as Declarant, has hereunto set its hand and seal this
21 day of July, 2005.

VERNON C. PALMER, INC., an Oregon corporation

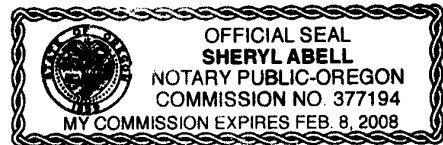
By: Gretchen M. Palmer
Gretchen M. Palmer, Secretary/ Treasurer

STATE OF OREGON)
)
COUNTY OF DESCHUTES)

The above named Gretchen M. Palmer personally appeared before me and acknowledged the execution of the foregoing instrument to be his free and voluntary act.

Sheryl Abell
Notary Public for Oregon

My Commission expires: 02-08-2008



ACKNOWLEDGED AND CONSENTED TO:

The Mayberry Group, Inc., an Oregon Corporation

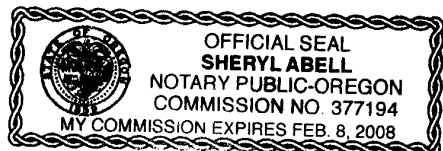
By: Tucker E. Mayberry
Tucker E. Mayberry, The Mayberry Group, Inc.

STATE OF OREGON)
)
COUNTY OF DESCHUTES)

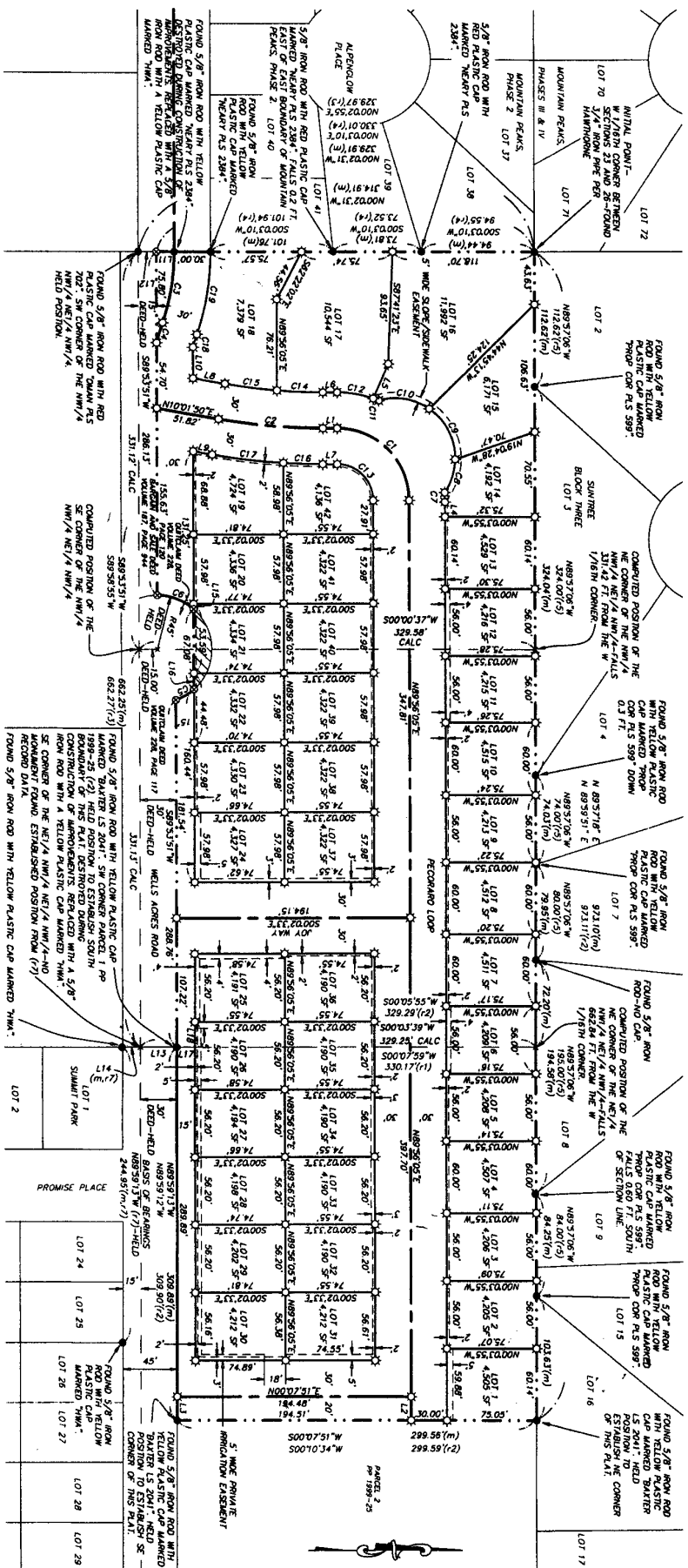
The above named Tucker Mayberry personally appeared before me and acknowledged the execution of the foregoing instrument to be his free and voluntary act.

Sheryl Abell
Notary Public for Oregon

My Commission expires: 02-08-2008



PROMISE LANE



| LINE | COURSE | | RADIUS TABLE | | | |
|------|-----------|----------|--------------|--------|------------|-------------|
| | LINE | COURSE | CURVE LENGTH | RADIUS | DETA | CHORD |
| L1 | W0201.17 | N 11.55° | 94.12 | 560.07 | 63.53-66 | 444.53-125 |
| L2 | W0201.17 | N 20.00° | 62 | 550.00 | 63.87-71 | 400.00-125 |
| L3 | S085.91 | E 20.00° | 62 | 660.00 | 100.00-110 | 386.34-125 |
| L4 | S085.91 | E 33.55° | 62 | 100.00 | 100.00-110 | 386.34-125 |
| L5 | S085.91 | E 33.55° | 65 | 112.55 | 48.00 | 322.00-110 |
| L6 | S00201.19 | N 11.55° | 65 | 32.64 | 48.00 | 41.06-117 |
| L7 | S00201.19 | N 11.55° | 67 | 6.46 | 30.00 | 1.03-54 |
| L8 | S10701.90 | N 26.70° | 69 | 28.33 | 50.00 | 11.42-93 |
| L9 | S085.91 | N 55.88° | 69 | 44.83 | 50.00 | 38.75-51.75 |
| L10 | S085.91 | N 23.87° | 710 | 44.83 | 50.00 | 50.00-125 |
| L11 | S00201.19 | E 18.60° | 712 | 4.68 | 30.00 | 0.04-54 |
| L12 | S00201.19 | E 18.60° | 712 | 47.00 | 30.00 | 88.93-52.86 |
| L13 | S00201.19 | E 30.00° | 714 | 38.04 | 420.00 | 43.91-45 |
| L14 | S00201.19 | E 15.00° | 715 | 44.39 | 420.00 | 53.01-47 |
| L15 | S085.91 | N 1.43° | 716 | 34.69 | 530.00 | 51.02-47 |
| L16 | S085.91 | N 1.43° | 716 | 58.87 | 530.00 | 6.78-93 |
| L17 | S00201.19 | N 15.00° | 717 | 58.87 | 150.00 | 47.01-71 |
| L18 | S085.91 | N 20.00° | 718 | 11.27 | 5370.35 | 11.27-93 |

RECORD REFERENCES

- (01) MAP-80-43 BY EDGAR GRAVES FILED DECEMBER 22, 1980 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5902785.
- (02) PR-1989-25 BY ROBERT BAXTER FILED JUNE 16, 1989 IN THE OFFICE OF THE DESCHUTES SHERIFF-C5913601.
- (03) BOUNDARY SURVEY FOR LOT LINE ADJUSTMENT BY RAY CHAM FILED MAY 14, 1991 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5902791.
- (04) PLAT OF MOUNTAIN PEAKS - PHASE TWO BY TONN NEARY AS FILED JUNE 6, 1994 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5911800.
- (05) PLAT OF SUMMIT BY AM BISSARD AS FILED FEBRUARY 9, 1978 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5910206.
- (06) PLAT OF MOUNTAIN PEAKS, PHASES IV & IV BY PHILIP BALDWIN AS FILED APRIL 16, 1986 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5912893.
- (07) PLAT OF SUMMIT PARK BY PETER MANLEY AS FILED MAY 6, 2004 IN THE OFFICE OF THE DESCHUTES COUNTY SHERIFF-C5915907.

EASEMENT NOTE

- (r) RECORD BEARING/DISTANCE
PARCEL VACATED PER CITY OF BEND ORDINANCE NO. NS-1957
RECORDED FEBRUARY 28, 2005 IN VOLUME 2005, PAGE 11893
DESCHUTES COUNTY OFFICIAL RECORDS

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 17, 1986
PETER A. MANLEY
2214

DECEASED DATE: 12/31/1986

HWA
SURVEYORS, ENGINEERS
& PLANNERS

HICKMAN WILLIAMS & ASSOCIATES, INC.
400 SW INDUSTRIAL WAY, SUITE 10, BELO, OREGON 97101
PHONE (503) 288-3351

SHEET 3 OF 3