



DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-50729



\$66.00

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10/16/2001 02:33:41 PM

D-D Cnt=1 Stn=4 TRACY
\$40.00 \$11.00 \$10.00 \$5.00

66 165275JRB/0150396 BW
After recording return to:

Mark Gebhart

P.O. Box 1232

Lake Oswego, OR 97035

Until a change is requested all tax statements
shall be sent to the following address:

Mark Gebhart

P.O. Box 1232

Lake Oswego, OR 97035

Escrow No. 0150396

Title No. 165275-JRB

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

STATUTORY WARRANTY DEED

ROSE RIVER, LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to MARK GEBHART, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 3, RIVER TRAILS, PHASE I, Deschutes County, Oregon

This property is free of liens and encumbrances, EXCEPT:

Easements, Covenants, Conditions and Restrictions of record, if any, and see exhibit A, attached hereto and made a part hereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$65,400.00 (Here comply with the requirements of ORS 93.030)

Dated this 15 day of Oct, 2001.

ROSE RIVER, LLC

By:

Scott Dahlen, Member

By:

Ann Dahlen, Member

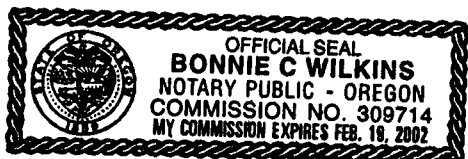
STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 15th day of October, 2001
by Scott Dahlen and Ann Dahlen as Members of Rose River, LLC

Notary Public for Oregon



My commission expires: 02/19/2002

DECLARATION OF DESIGN GUIDELINES & USE OF RIVER TRAILS PHASE I AND PHASE II

THIS DECLARATION is made this 16th day of July, 2001, by Rose River LLC, an Oregon limited liability company ("Declarant").

OBJECTIVES

Declarant owns property located in Deschutes County, Oregon. Declarant proposes to develop the property as residential development to be known as River Trails.

Declarant has filed the plat of River Trails Phase I and Phase II in the plat records of Deschutes County, Oregon. Declarant desires to subject the property described in such plat to the terms of this Declaration for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant declares that the property described in the plat of River Trails Phase I and Phase II, more particularly described on attached Exhibit "A," shall be held, sold, and conveyed subject to the terms of this Declaration, which shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in the or any part and shall inure to the benefit of each owner.

ARTICLE 1. DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

- 1.1 "Architectural Review Committee" means the Architectural Review Committee appointed pursuant to this Declaration ("ARC").
- 1.2 "Building" means any structure located on a Lot within the Project.
- 1.3 "Declarant" means Rose River LLC, an Oregon limited liability company, any person who succeeds to any special Declarant right and to whom all the Declarant's ownership interest in the Project is transferred, or any person, other than Owners, to whom Declarant has transferred, for purposes of resale, all Declarant's ownership interest in the Project.
- 1.4 "Improvement" means every temporary or permanent structure or improvement of any kind including, but not limited to, a building, fence, wall, driveway, parking area, storage shelter, signs, trash screens, or other product of construction efforts on or in respect to any property within the Project, including landscaping, and every alteration, painting, or reconstruction.
- 1.5 "Lot" means a platted lot within the Project.
- 1.6 "Owner" means the person or persons, including Declarant, owning any Lot, including any vendee under a recorded land sales contract to whom possession has passed but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot, including any vendor under a recorded land sales contract who has given up possession. The rights, obligations, and other status of being an Owner commence upon

acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

- 1.7 **"Project"** means the property described on attached Exhibit "A."

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

Declarant declares that all the real property described on attached Exhibit "A" is owned and shall be owned, conveyed, encumbered, used, occupied, and improved subject to this Declaration.

ARTICLE 3. RESTRICTIONS ON USE

- 3.1 **Approved Uses.** Lots within the Project may be improved and used only for single family residential purposes.

3.2 **Maintenance.** Each Lot and all Buildings shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard. All garbage, trash, cuttings, refuse, garbage and refuse containers, and other service facilities located on each Lot shall be screened from view in a manner approved by the Architectural Review Committee.

3.3 **Offensive Activity.** No offensive activity shall be carried on nor shall anything be done on any Lot that is a nuisance to the other Owners.

- 3.4 **Prohibited Uses.** No portion of the Project shall be used for any of the following:

3.4.1 Outdoor parking or storage of any house trailer, motor home, recreational vehicle, travel trailer, camper, incapacitated motor vehicle, snowmobile, off road vehicle, boat, boat trailer, or other watercraft;

3.4.2 Siting of any mobile home, manufactured home, or any similar structure;

3.4.3 Commercial enterprises;

3.4.4 Mother-in-law quarters or apartments; and

3.4.5 Rentals – for periods of less than six (6) months.

ARTICLE 4. ARCHITECTURAL REVIEW

4.1 **Approval Required.** No Improvement shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Review Committee.

4.2 **Procedure.** Any Owner proposing to construct any Improvements within the Project (including any exterior alteration, addition, destruction, or modification to any such Improvements) shall follow the procedures and shall be subject to the approvals required by this Declaration. Failure to follow such procedures or obtain such approvals shall be a breach of this Declaration

4.3 **Required Items of Submission.** Any Owner proposing to construct any Improvements within the Project shall submit a completed Architectural Review Committee Construction Submittal Form and Application with the accompanying application fee and site plan, floor plans and exterior elevations. Owner shall locate by sticks and strings the physical location of the Improvement upon the property. Owner shall submit color and material samples.

4.4 **Review.** All plans and drawings shall be submitted to the Architectural Review Committee for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied by a check in the amount of the application fee payable to the order of the Architectural Review Committee. The Architectural Review Committee, from time-to-time, shall determine the amount of the application fee. No plans shall be reviewed until the

architectural review fee is paid in full and all items specified in this section are submitted. Within thirty (30) days following written notice from the Architectural Review Committee that the application is complete, and the full amount of the architectural review fee has been received, the Architectural Review Committee shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for the Project. In the event any of the plans do not conform to the Project development concept, the Owner shall resubmit those revised nonconforming portions of the plans for review. No work may be performed relating to any Improvement unless and until aspects of all plans have been approved in writing by the Architectural Review Committee. Any site plans, construction plans, or similar plans and drawings submitted to governmental agencies having jurisdiction in connection with the construction of any Improvement in the Project must bear the prior written approval of the Architectural Review Committee.

4.5 Design Guidelines. The Architectural Review Committee shall determine the development concept for the Project. The general Design Guidelines setting forth various aspects of development concepts are included in this Declaration. Specific Design Guidelines will be prepared by the Architectural Review Committee.

4.6 Inspection. All work related to any building, structure, or Improvement or any landscaping, vegetation, ground cover, or other Improvements within the Project shall be performed in strict conformity with the plans and drawings approved. The Architectural Review Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work if, in good faith, it believes that any such work is nonconforming. In the event it is determined in good faith by the Architectural Review Committee that certain work is nonconforming, a stop work notice may be issued, without necessity of court order, that shall require the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. In addition, the Architectural Review Committee may fine the Owner and may record a Notice of Default in the Deed Records of Deschutes County. Neither Declarant or the Architectural Review Committee nor any officer, director, employee, agent, member, or servant of Declarant or the Architectural Review Committee shall be responsible for any damages, loss, delay, cost, or legal expense occasioned through a stop work notice given in good faith, even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

4.7 Waiver. Any condition or provision of Sections 4.2 through 4.5 above may be waived by the Architectural Review Committee in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for the Project. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under Sections 4.2 through 4.5. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of the Architectural Review Committee and delivered by certified mail to the party claiming the benefit of such waiver.

4.8 Fees. Upon submission of the required documents for review to the Architectural Review Committee, the sum of Three Thousand Three Hundred Dollars (\$3,300.00) shall be paid. Of that, Five Hundred Dollars (\$500.00) shall be for a construction supervision compliance fee; Three Hundred Dollars (\$300.00) for an Architectural Review fee; and Two Thousand Five Hundred Dollars (\$2,500.00) which shall be a refundable deposit. The refundable deposit will be returned to the Owner by the terms of this Declaration provided the terms of this Declaration are fully complied with in a timely manner and provided that the Owner does not damage the infrastructure of the Association. Examples of damage to the Association include damage to roadways, curbs and sidewalks, and damage to utilities. The Architectural Review Committee may retain the deposit for a reasonable period of time subsequent to completion of the residence to evaluate and assess damage to the infrastructure of the property. The Architectural Review Committee has the authority to fine Owners for failure to comply with the terms of this Agreement and to charge reasonable additional cost for extra work required by the Architectural Review Committee to require compliance.

4.9 Architectural Review Committee. As long as Declarant owns any Lot, Declarant shall appoint the members of the Architectural Review. Thereafter, the Owners, by majority vote voting on the basis of one (1) vote per Lot, shall have responsibility for appointment and removal of members of the Architectural Review Committee. After build-out of the Project, the Architectural Review Committee shall consist of three (3) persons.

4.10 **Majority Action.** Except as otherwise provided herein, 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 consenting members.

4.11 **Liability.** 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 the Architectural Review Committee nor any member thereof shall be liable to any Owner, tenant, occupant, invitee, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Architectural Review Committee or a member thereof, provided only that the Architectural Review Committee has, or the member has, in accordance with the actual knowledge possessed by the Architectural Review Committee or by such member, acted in good faith.

4.12 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked one (1) 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 party granting consent.

ARTICLE 5. DESIGN GUIDELINES

5.1 **Specifications.** No more than one (1) detached single-family dwelling not to exceed two (2) stories in height and not more than one (1) accessory Building incidental to residential use shall be constructed on any Lot. Basements, which include daylights, split-entry and split-level types shall not be considered in determining the number of stories in the dwelling. Each family dwelling shall be at least 1400 square feet, excluding the garage.

5.2 **Design Style.** All structures shall be craftsman, cottage, or shingle style architecture.

5.3 **Location.** Each home will be located on each Lot so as to be as compatible as possible with the natural surroundings and other homes.

5.4 **New Construction.** All structures erected shall be of new construction.

5.5 **Material Guidelines.** Material Guidelines shall be as specified in the Design Guidelines prepared by the Architectural Review Committee.

5.6 **Time of Construction.** All buildings constructed must be completed within nine (9) months from the date construction commences.

5.7 **Landscape.** Landscaping shall be as specified by the Architectural Review Committee Design Guidelines.

5.8 **Trees.** All trees will be left standing with the exception of those needing removal for the purpose of home construction. Every effort shall be made to situate the house on the Lot so as to retain trees. No trees shall be removed without the permission of the Architectural Review Committee.

5.9 **Greenbelt.** There is a greenbelt area between the street and the sidewalk. The City of Bend owns the greenbelt, but Owners are allowed to landscape and maintain it. Owners shall, prior to occupancy, landscape and irrigate the greenbelt area. Street trees shall be planted that are a minimum of eight feet (8') tall and ten feet (10') on center. It shall be Owners' responsibility to insure that all trees survive and are at all times planted and growing.

ARTICLE 6. DURATION AND AMENDMENT OF THIS DECLARATION

6.1 **Duration.** This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included in the Project and the Owners for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property in the Project and the Owners

for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent, or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by resolution approved not less than six (6) months prior to the intended termination date by the vote or written consent of Owners owning not less than seventy-five percent (75%) of the area of the land in the Project (excluding dedicated streets).

6.2 **Amendment.** This Declaration or any provisions thereof may be terminated, extended, modified, or amended as to the whole of the property or any part thereof with written consent of the Owners of at least seventy-five percent (75%) of the area of the land in the Project (excluding dedicated streets); provided, however, that as long as Declarant owns any of the property, no such termination, extension, modification, or amendment shall be effective without the written approval of Declarant.

6.3 **Recording.** Any amendment, deletion, or repeal of this Declaration shall not become effective until recorded in the official records of Deschutes County, Oregon.

ARTICLE 7. ENFORCEMENT

7.1 **Remedies.** This Declaration shall be specifically enforceable by Declarant or by any Owner of any Lot. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or destruction, removal or enjoining of any offending Improvement or condition.

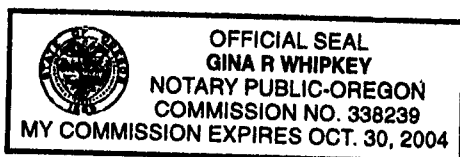
7.2 **Attorney Fees.** In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjusted by the trial or appellate court.

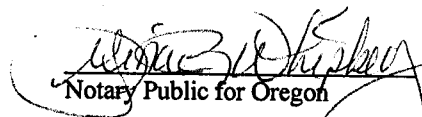
ROSE RIVER LLC

By: 
R. Scott Dahlen

STATE OF OREGON)
) ss.
County of Deschutes)

On this 11th day of July, 2001, personally appeared before me, R. Scott Dahlen, who being duly sworn, states he is a Member of ROSE RIVER LLC, an Oregon limited liability company, and that the foregoing instrument was signed and sealed on behalf of said corporation and he acknowledged said instrument to be the voluntary act and deed of said company.




Notary Public for Oregon

PROPERTY DESCRIPTION

RIVER TRAILS, PHASE TWO

Commencing at the North One-Quarter Corner of Section 20, Township 17 South, Range 12 East, W.M., City of Bend, Deschutes County, Oregon; thence South 00 Degrees 26' 29" West along the North-South Center line of said Section, a distance of 655.63 feet; thence leaving said Center Line North 89 Degrees 18' 48" West a distance of 661.84 feet; thence South 00 Degrees 04' 56" East 186.65 feet to a wood stake set by Aubrey Perry; thence South 00 Degrees 24' 51" West 197.35 feet; thence South 89 Degrees 18' 55" East 181.10 feet to the True Point of Beginning of this description;

thence continuing South 89 Degrees 18' 55" East 149.97 feet; thence South 00 Degrees 31' 50" West 421.44 feet to a point on the Northerly Right of Way line of Archie Briggs Road; thence along said Right of Way line along the following courses: North 85 Degrees 33' 50" West 199.88 feet; thence along the arc of a 120.00 foot radius curve concave to the Northeast, a distance of 165.95 feet, the long chord of which bears North 45 Degrees 56' 53" West 153.04 feet; thence North 06 Degrees 19' 56" West 8.13 feet; thence leaving said Right of Way line North 76 Degrees 27' 15" East 85.15 feet; thence North 56 Degrees 58' 35" East 115.49 feet to a point on the Westerly Right of Way line of Rodeo Drive; thence along said Right of Way line along the following courses: along the arc of a 90.00 foot radius curve concave to the east, a distance of 58.38 feet, the chord of which bears North 17 Degrees 49' 33" West 57.36 feet; thence North 00 Degrees 45' 25" East 151.17 feet to the Point of Beginning and there terminating, containing 1.88 acres, (82,005 square feet), more or less.

PROPERTY DESCRIPTION

RIVER TRAILS, PHASE ONE

Commencing at the North One-Quarter Corner of Section 20, Township 17 South, Range 12 East, W.M., City of Bend, Deschutes County, Oregon; thence South 00 Degrees 26' 29" West along the North-South Center line of said Section, a distance of 655.63 feet; thence leaving said Center Line North 89 Degrees 18' 48" West a distance of 661.84 feet; thence South 00 Degrees 04' 56" East 186.65 feet to a wood stake set by Aubrey Perry; thence South 00 Degrees 24' 51" West 197.35 feet; thence South 89 Degrees 18' 55" East 8.18 feet to the True Point of Beginning of this description;

thence continuing South 89 Degrees 18' 55" East 172.92 feet; thence South 00 Degrees 45' 25" West 90.23 feet; thence South 00 degrees 45' 25" West 65.56 feet; thence along the arc of a 90.00 foot radius curve concave to the northeast a distance of 58.38 feet, the chord of which bears South 17 Degrees 49' 33" East 57.36 feet; thence South 56 Degrees 58' 35" West 115.49 feet; thence South 76 Degrees 27' 15" West 85.15 feet to a point on the Easterly Right of Way line of Archie Briggs Road; thence along said ROW line along the following courses: North 06 Degrees 19' 56" West 146.26 feet; thence along the arc of a 130.00 foot radius curve concave to the West a distance of 37.46 feet, the chord of which bears North 14 Degrees 33' 40" West 37.33 feet; thence leaving said right of way line North 08 Degrees 21' 18" East 115.07 feet to the Point of Beginning and there terminating, containing 1.10 acres, 47,878 square feet, more or less.