

**DECLARATION OF COVENANTS,  
CONDITIONS and RESTRICTIONS  
For  
"Rose Terrace" Subdivision**

These **COVENANTS, CONDITIONS AND RESTRICTIONS** are made this first day of October, 2003, by Rose Terrace, LLC, an Oregon Limited Liability Company as the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions for the benefit of said property, and its present and subsequent owners, and will convey said property subject thereto.

Now, therefore, Declarant hereby declares that all of the subject property is and shall be held, sold and conveyed upon subject to the following easements, conditions, covenants and restrictions and reservations. These are for the purpose of protecting the value and desirability of the property and shall run with the real property. They shall be binding on all parties having any right, title or interest in the described properties or any part thereof and shall inure to the benefit of and be limitations upon all future owners.

**ARTICLE 1: DEFINITIONS**

**1.1 Rose Terrace**

The term "*Rose Terrace*" shall mean all of the real property as platted within the subdivision made subject to this declaration.

**1.2 DECLARANT**

The term "*DECLARANT*" shall mean Rose Terrace, LLC, or successors in interest.

**1.3 LOT**

The term "*LOT*" shall mean each lot described on a subdivision map or any alteration thereof as may be made by a valid lot line adjustment.

**1.4 SITE**

The term "*SITE*" shall mean the location of a dwelling(s) deemed by Declarant.

**1.5 OWNER**

The term "*OWNER*" shall mean and refer to either all holders of the fee title to any lot, or any other person or persons entitled to possession of the lot.

**1.6 IMPROVEMENTS**

The term "*IMPROVEMENTS*" shall include, but not be limited to, any structures on the property including buildings, fencing, barriers, driveways and storage areas.

ROSE TERRACE  
PO BOX 9388  
BEND, OR. 97708

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2004-01986



\$66.00

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## **ARTICLE II**

### **ARCHITECTURAL CONTROLS**

#### **2.1 ARCHITECTURAL CONTROL COMMITTEE**

An Architectural Control Committee (Committee) is hereby established. It shall initially be the Declarant and/or his designated appointee.

At the point where one hundred percent of the lots have been sold, three owners shall be designated as the continuing committee. A majority of the committee may designate a Representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed. In the event that the deaths or a resignation of all members of the committee occurs without successors having been appointed, the owners shall have the power to designate successors.

At any time, the present owners of 60% or more of the lots shall, by written and signed order, have the power through a duly recorded instrument to change the membership of the Committee, withdraw from the Committee, or restore to it any of its powers and duties or change the Covenants contained here in.

#### **2.2 DUTIES AND RULES**

The Committee shall consider and act on all matters submitted to it pursuant to this Declaration. The Committee, by unanimous vote, may from time to time at its sole discretion, adopt, amend and repeal rules and regulations to be known as the Committee rules establishing its operation procedures. Such rules shall have the same effect as if set forth herein.

#### **2.3 APPROVALS REQUIRED**

No improvements shall be erected, placed, altered, maintained or permitted to remain on any land subject to the Declarations until final plans and specifications have been submitted to and approved in writing by the Architectural Control Committee.

#### **2.4 PROCEDURE**

Any owner proposing to construct any improvements within the Rose Terrace subdivision (including any exterior modification, alteration, addition, destructions or modification thereof) shall follow the procedures as required by paragraph 2.5 and 2.6 below. Failure to follow these procedures shall be deemed a breach of the Declaration.

#### **2.5 REQUIRED DOCUMENTS**

- (a) A site plan showing the location, size, configuration and layout of any structure or improvement (or, where applicable, any alteration, addition, modification or destruction thereof).
- (b) Architectural plans and drawings showing the nature, style and elevations and dimensions of any improvement including the material types, colors and appearance.
- (c) A landscape plan showing the nature, size, type, layout and site lighting.

## **2.6 REVIEW**

All plans and drawings shall be submitted to the Committee for review prior to the performance of any work. Within 30 days of the receipt and acknowledgment of the documents, the Committee shall review and inform the owner in writing whether the plans conform to the development concept of "Rose Terrace". In the event they do not conform, then the owner may make the required alterations and re-submit. Any plans that require the approval of any governmental agency (such as the City of Bend) must bear the approval of the Committee prior to submitting the plans to the City or similar agencies.

## **2.7 NON-WAIVER**

Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

## **2.8 LIABILITIES**

Neither the Committee or any member thereof shall be liable to any owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof provided that only the member, in accordance with actual knowledge possessed by him, has acted in good faith.

## **2.9 WAIVER**

The Committee may waive the requirement for review of proposed improvements on any lot by taking no action within thirty (30) days of any application for approval of plans by lot owner.

# **ARTICLE III** **ARCHITECTURAL GUIDELINES**

## **3.1 BUILDING COMPLETION**

Construction shall commence within eighteen months of the original purchase date of the original purchaser. Once actual construction has begun, the owner must complete construction, ready for occupancy, within nine (9) months.

- (a) *Roofs*: Roofs shall be required to have a Class A fire rated covering consisting of a 30-year composition product, or better.
- (b) *Siding*: Only Lap or Board and Batt Siding will be allowed on the exterior structure unless otherwise agreed to in writing by the Architectural Control Committee.
- (c) *Exposed Masonry*: Shall be reviewed by the Committee for compatibility. NO concrete or concrete block will normally be allowed.
- (d) *Colors*: It is the intention that exterior colors shall be earth tones and compatible with neighboring homes.

- (e) *Driveways*: Shall be asphalt, concrete or concrete pavers. No cinders or gravel will be allowed.
- (f) *Fences*: Shall be no more than six (6) feet in height measured from the natural contour of the ground. All fences will be constructed of beige vinyl material of a style to be approved by the committee. Placement of all fences to be approved by Architectural Control Committee prior to construction and in no case will be permitted to protrude beyond the building on any side that fronts a street.
- (g) *Appearance*: All garbage, trash, cuttings refuse, garbage containers and clothes drying apparatus shall be screened from view of neighboring lots. Each lot and its improvements shall be maintained in a clean and attractive fashion so as not to create a fire hazard or visual nuisance to the neighborhood.
- (h) *Landscaping*: All landscaping (front and back yard) shall be complete within three (3) months after exterior of residence is finished, and prior to occupancy of dwelling. Front, side, and rear yards shall be maintained in a clean and attractive fashion. Grass shall be the predominant planting and it shall be maintained attractively cut and in a healthy manner. Owners shall be responsible for maintaining the strip of grass between the curb and the sidewalk in front of their dwelling.
- (i) *Exterior Lighting*: Shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby.
- (j) *Mobile Structures*: No building, whether intended for use in whole or in part as a main residential structure or for use as a garage or other outbuilding, shall be moved upon the premises. No motor homes, campers, trailers, camping equipment, or boats shall be used for overnight living accommodations. No mobile homes or modular homes of any kind are permitted in Rose Terrace Subdivision.
- (k) *Outbuildings*: An outbuilding is, for purposes of these covenants, a fully enclosed building or structure that is 120-square feet or less in size. Such outbuildings are to have siding, roofing and color to match the existing residence, and are only permitted with prior written consent from the Architectural Control Committee.
- (l) *Parking*: Each building will be required to have a minimum of four on site parking spaces in addition to the two garages.

#### **ARTICLE IV**

#### **RESTRICTION ON USE OF PROPERTY**

**4.1** No offensive or commercial activity shall be permitted nor anything be done which may be or become annoyance to the other owners.

**4.2** Unless the Architectural Control Committee has consented in writing, no parts of said property (including City streets within Rose Terrace subdivision) shall be used as a parking or storage place for vehicles, trailers, trucks, campers, RV's boats, boat trailers, snowmobiles or other off-road vehicles. However such may be stored provided they are garaged or reasonably screened, preferably at the rear or side of the dwelling. In addition, no extended parking of any vehicles on any street within the subdivision described herein will be allowed.

## **ARTICLE V** **GENERAL PROVISIONS**

### **5.1 ENFORCEMENT**

Any owner or the owner of any recorded mortgage of any lot shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants and restrictions now or hereinafter imposed by the provisions of this declaration. Failure of any owner to enforce any covenant or restriction herein contained shall in no manner be deemed a waiver of the right to do so thereafter.

### **5.2 SEVERABILITY**

Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any provision, which shall remain in full force and effect.

### **5.3 NO RIGHT OF REVISION**

Nothing contained in this Declaration or in any form of deed which may be used by Declarant, its successors or assigns, in selling said property or any part thereof, shall be deemed to vest or reserve in Declarant any right of revision or re-entry for breach or violation of any one or more of the provisions thereof.

### **5.4 REMEDY**

Any owner or the owner of any recorded mortgage upon any part of said property shall have the following remedy in the event of discovery of violation of restrictions and covenants. Upon discovery of a violation, any owner may give written notice by registered mail to the owner of the lot in breach. If the owner in breach then fails to correct such violation within ninety (90) days, the owner may enter upon the property and cause such work or changes to be made in order to bring offending property into compliance. The owner may then cause the expense of such work to be filed as a lien against the offending property.

### **5.5 RECOVERY**

In the event that legal suit or action is instituted for the enforcement of this Declaration or for any remedy for the breach of the Declaration, the prevailing party shall recover reasonable attorney's fees and court costs.

**ARTICLE VI**  
**EFFECT OF DECLARATION**

The covenants, conditions and restrictions of the Declaration shall run with the land and shall bind, benefit, and burden each lot in Rose Terrace. The terms of this Declaration shall inure to the benefit and shall bind Rose Terrace, all successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Rose Terrace.

The use restrictions and regulations of the Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property and their successors in interest, including any person who holds such interests as security for the payments of any obligation including the mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise any other person taking title from such security holder.

IN WITNESS THERETO, the undersigned, the owner of all said property has hereunto caused the present to execute this 1<sup>st</sup> day of October 2003.

Rose Terrace  
Rose Terrace, LLC

By   
William J. Walton, Manager

**STATE OF Oregon**  
**County of Deschutes**

This instrument was acknowledged before me on the 13<sup>TH</sup> DAY OF JANUARY, 2004  
by William J. Walton, Manager, Rose Terrace, LLC



  
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Notary Public for Oregon

My Commission expires: JANUARY 28, 2005

## **Exhibit “A”**

**Lots 1 through 33 Rose Terrace, City of Bend, Deschutes County, Oregon.**