

~~101~~ ↓
121

15

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2004-52488



\$101.00

00297802200400524880150156

08/31/2004 01:49:19 PM

D-PUD Cnt=1 Stn=2 PAT
\$75.00 \$11.00 \$10.00 \$5.00

**DECLARATION OF A
PLANNED COMMUNITY SUBDIVISION**

COVENANTS, CONDITIONS & RESTRICTIONS

FOR RUNNING RIDGE SUBDIVISION

Return to Owner:
Jason S. Adams
P.O. Box 1385
Bend, OR 97709

→ 53060818DS
After recording, return to
Amerititle
15 OREGON AVENUE, BEND

**RUNNING RIDGE SUBDIVISION
COVENANTS, CONDITIONS, AND RESTRICTIONS
TABLE OF CONTENTS**

SECTION

1. DEFINITIONS
2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RUNNING RIDGE SUBDIVISION
3. ARCHITECTURAL REVIEW COMMITTEE
4. ARCHITECTURAL CONTROLS
5. RESTRICTIONS
6. DECLARANT'S IMMUNITY
7. DURATION AND AMENDMENT OF THIS DECLARATION
8. ENFORCEMENT
9. EFFECT OF DECLARATION

**DECLARATION OF
RUNNING RIDGE SUBDIVISION
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These Covenants, Conditions and Restrictions are made this 12th day of August, 2004 by Jason S. Adams, hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Bend, Deschutes County, State of Oregon, described as RUNNING RIDGE as recorded in Deschutes County Records.

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as RUNNING RIDGE Subdivision, hereinafter referred to as RUNNING RIDGE Subdivision.

RUNNING RIDGE Subdivision is being developed as a residential community. Except where this Declaration for RUNNING RIDGE Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event of any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 RUNNING RIDGE Subdivision

The term "RUNNING RIDGE Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration

1.2 RUNNING RIDGE-Vision Concept.

A Running Ridge development goal is to create a quality, orderly development that fits in to the existing neighborhood. Preservation of natural features including the lava rock ridge, native Ponderosa pine trees and older deciduous trees will blend the homes into the existing landscape and preserve the picturesque setting. Homes constructed in this neighborhood will have a variety of designs and styles, and keep the garage set-backs to a secondary structure from the street. Backyard privacy will encourage peaceful serenity within the heart of town. Compatibility with existing home styles and exceptional quality will add-value to the neighborhood. When complete, the neighborhood will convey the sense of an established community.

1.3 Declarant.

The term "Declarant" shall mean Jason S. Adams, or his successor in interest.

1.4 Architectural Review Committee (ARC).

The term ARC shall mean the group of individuals responsible for implementing, interpreting, and enforcing the Architectural Rules and Guidelines and the Conditions, Covenants, and Restrictions.

1.5 Lot

The term "Lot" shall mean each lot within Running Ridge Subdivision described on the plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

1.6 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for RUNNING RIDGE Subdivision.

1.7 Homesite.

The term "Homesite" shall mean a Lot as defined herein.

1.8 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract sale.

1.9 Improvements.

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip (if any), signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface. The term "improvement" shall also mean any change, alteration, modification, destruction or remodel of any improvement.

1.10 Streets.

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to RUNNING RIDGE Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

1.11 Park Strip.

The term "Park Strip" shall mean the area between the curb and the property line excluding any sidewalk.

1.12 Fence.

The term "fence" shall mean a structural barrier which separates one space from another; is used to define property boundaries, or which is constructed for ornamental purposes.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RUNNING RIDGE SUBDIVISION.

2.1 General Declaration Creating RUNNING RIDGE Subdivision.

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as RUNNING RIDGE Subdivision as recorded on August 8, 2004, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of RUNNING RIDGE Subdivision run with all of said real property, including any addition thereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

Section 3. ARCHITECTURAL REVIEW COMMITTEE.

3.1 Responsibility.

There shall be an Architectural Review Committee (ARC). The committee shall be responsible for implementation, interpretation and enforcement of the Architectural Rules and Guidelines. The committee has the right to enforce the RUNNING RIDGE Conditions, Covenants, and Restrictions. Each decision of the ARC made in conjunction with its responsibilities shall be conclusive, determinative and binding upon the owners and their agents.

3.2 Liability.

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

3.3 Membership

The ARC shall initially consist of Ron White, Jason S. Adams and Tozer Design Studio. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the Declarant may appoint a successor. In the event the deaths or resignations of all members of the ARC occur without successors having been appointed, the Declarant shall appoint the successors. In the event there is no ARC, decisions that would otherwise be made by the ARC shall be made by a majority of the Owners and such majority shall make such decisions in writing signed by those Owners consenting.

3.4 Decisions.

Except as otherwise provided herein, a majority of the Architectural Review Committee shall have the power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

3.5 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing. The ARC will not commence reviews of an applicant's submittal until all items noted on the Plan Review Checklist have been submitted and addressed by the applicant. There

shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

Section 4. ARCHITECTURAL CONTROLS.

4.1 Approval Required.

No improvement shall be constructed, placed or allowed to remain on any lot subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the ARC.

4.2 Procedure.

Any owner wishing to construct or place an improvement within the RUNNING RIDGE Subdivision shall follow the procedures set forth herein and be subject to the approvals required by these CC&Rs, the RUNNING RIDGE Architectural Review Rules and Guidelines and any rules or regulation promulgated by the Declarant, the Architectural Review Committee (ARC) or successors.

4.3 Required Documents

Requests to construct or place improvements shall be subject to the following procedures:

- (a) The Owner shall submit to the ARC a site plan showing the location, size, configuration, and footprint of any proposed improvement. The scale of the plans shall be 1 inch = 10 feet.
- (b) The plans and drawings referenced above shall also include a designation of proposed exterior materials, colors and appearances.

4.4 Review.

The plans referenced above shall be submitted to the ARC, together with an application fee of \$1000. Said plans shall not be reviewed or processed until the fee is paid. The fee shall be paid to the Declarant ARC or successor, whichever is applicable. The fees shall be used to compensate the reviewer for any costs required by the review process, including payment of review experts, together with a reasonable fee for the time expended by the reviewer. In the event, after completion of the review and construction of the proposed improvement, any of the fee submitted is unused, such balance shall be reimbursed to the Owner upon request.

The fee shall be forfeited in its entirety if the improvement is not completed or there is no final review approval within one year from the date of submission.

After submission of all required plans, the ARC shall inform the Owner in writing, within 30 days of submission, whether the plans conform to the development rules, procedures and concepts. Any plans that are non-conforming may be revised and resubmitted to the ARC for further review.

4.5 Architectural Guidelines.

The development rules for the RUNNING RIDGE Subdivision shall be determined by the ARC in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls and the Declaration. Architectural guidelines setting forth various aspects of the development concept, in addition to this Declaration, may be published and revised from time to time by the ARC, but the ARC shall not be required to do so. The ARC shall have the right to alter, rescind or amend any published guidelines without prior notice to any given party; provided however, that once approval has been given pursuant to paragraph 4.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

4.6 Inspection.

The ARC or its representative is hereby granted permission by all Owners to inspect at reasonable times and in a reasonable manner, any construction or placement of any improvement during the construction or placement phase. If any improvement approved by the ARC is not in conformity with the approved plans, the ARC shall have the right to issue a "stop work order" in its sole discretion. In the event such an order is issued, the proposed work shall stop until the non-conformities are remedied. Neither the ARC nor any officer, director, employee, agent or servant shall be responsible for any damages, loss, delay, cost or legal expenses occasioned through any stop work order, even if it is ultimately determined that such stop work order was not necessary or is not upheld by any court or fact finder of competent jurisdiction.

4.7 Waiver.

The ARC may waive, in its sole discretion, any requirement of these Covenant, Conditions and Restrictions or the ARC Rules & Regulations and Guidelines. Any such waiver shall not be deemed a general or specific waiver of any other aspect of the development concept or any rules and regulations under the CC&Rs or under any other provision governing the construction of improvements. The granting of a waiver as

to one Owner shall not entitle any other Owner to a similar waiver. No waiver shall be valid unless it is in writing, signed by an authorized representative of the ARC, and delivered to the party claiming the benefit of such a waiver.

Section 5. RESTRICTIONS.

5.1 Access to property

No lot may be used for access to another lot without the Owner's written permission.

5.2 Antennas.

Television antenna, radio antenna, satellite antenna or other receiving or transmission devices are subject to approval by the ARC.

5.3 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, solar heating systems, and other service facilities located on the Lot shall be screened from view of front streets. All such screens are subject to approval by the ARC.

5.4 Driveways and Walkways.

Owners and/or their builders are responsible for the maintenance and repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. Any such damage must be repaired within seven days of receipt of notification of such damage.

5.5 Exterior Colors and Materials.

All exterior colors and materials shall be subject to approval by the ARC. Such approval shall include trim for windows and doors. The development concept of Running Ridge Subdivision encourages muted, earth related color tones.

5.6 Exterior Lighting.

All exterior lighting must be indirect and/or shielded. The lighting chosen must have only a single bulb using no more than 60 watts. Colored light sources are discouraged and may be prohibited by the ARC.

5.7 Fences and Wall.

All fences shall be six feet in height or less. Any fence extending in front of a house must not exceed three (3) feet in height. Height is measured from the natural grade of the lot. Natural grade is defined as the site topography existing at the time a lot is sold to the first owner by the Declarant. Fill material does not modify the original, natural grade.

The ARC shall, in its sole discretion, approve the method of construction, the materials to be used in construction and the type and style of any proposed fence or wall. All fences and walls shall be maintained by the lot Owner.

5.8 Garages.

Construction of garages shall be subject to all the rules and regulations which apply to the construction of any improvement on any lot. In addition, any garage shall be recessed at least fifteen (15) feet back from the front of a home with exceptions requiring ARC approval. It is the intent of the CC&Rs to minimize the visual impact of garages and the like on the neighborhood.

Carports and RV parking are all subject to ARC approval. Such approval shall not be granted unless the design of such improvements is consistent with the house style and does not adversely impact adjoining lots.

5.9 Construction.

All improvements shall be completed within one year from the date of the beginning of construction. For the purposes of this paragraph, "complete" means obtaining a certificate of final inspection from the City of Bend, if required. If no certificate of final inspection is required, then such construction shall be deemed complete when all of the construction necessary for the integrity of the improvement is completed and the site cleaned up.

Upon completion of any residence, the park strip shall be improved and landscaped in not less than ninety (90) days from the date the Owner takes occupancy of the residence.

Each residence shall contain a minimum of 1100 square feet, not including garage, storage or similar spaces. There shall be no T 1-11 or similar siding on the exterior of any improvement.

All exposed rafter tails shall be a minimum of 2x6 inch material and barch boards shall be a minimum of 2x8 inch material.

All overhangs shall be at least eighteen (18) inches. All window and corner trim shall be at least 5 ¼ x 4 inch material.

5.10 Landscaping.

Each residence shall have an underground sprinkler system for front lawns and the park strip. Each park strip shall be sod and shall have two (2) trees in front of the residence per lot except corner lots shall have five

(5) trees in the park strip. All trees shall be a minimum of two (2) inches in diameter and six (6) feet above finished grade when planted.

Front and side yards shall be a minimum of fifty (50) percent grass sod and shall have shrub and bush plantings incorporated into the landscape plan. All landscaping shall be maintained by each Owner in a fashion consistent with the neighborhood and the intent of these CC&Rs.

Each Owner shall provide a front walkway a minimum of three (3) feet in width, which accesses the front of the house from the sidewalk or street.

Each residence shall have a front entry at least eighteen (18) inches above the finished grade with a minimum of two risers to a front porch.

All landscaping shall be complete within ninety (90) days of the date of occupancy of the residence. In the event an Owner does not improve its lot, the ARC may require such Owner to take action as the ARC determines in its sole discretion is necessary to maintain the integrity of the neighborhood from an aesthetic and health standpoint.

5.11 Livestock, Poultry and Pets.

Only dogs, cats and common household pets may be kept by any Owner of any lot on any lot. Such animals may not be kept, bred or maintained for any commercial purpose and shall not constitute a nuisance. Dog houses or similar structures shall only be allowed in the back yard of any residence and there shall be no more than two (2) such shelters.

5.12 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and approval and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting.

No owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Home occupations will be allowed as under the current City of Bend Zoning Ordinance.

5.13 Required Setbacks.

All improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Bend building requirements, unless these CC&Rs or the Architectural Rules & Regulations are in conflict. In the event of such conflict, the more strict set of rules shall apply.

5.14 Roofs.

All roofs and roofing materials shall be limited to quality composition roofs (25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible roof materials will be allowed.

5.15 Sidewalks.

Owners are responsible for clearing sidewalks in front of their lots of snow and debris.

5.16 Signs.

A maximum of two signs may be installed on a homesite during construction. Owner may display not more than one (1) "for sale" sign or one (1) "for rent" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet. Temporary political signs are allowed before elections.

5.17 Structures and Out Buildings.

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot. No portable storage units shall be allowed.

Only earth tone (brown, gray, etc.) colored tarps and covers shall be allowed.

5.18 Utilities.

No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

5.19 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed an attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

5.20 Weather and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any Lot.

Section 6. DECLARANT'S IMMUNITY.

The Declarant has the non-exclusive right and power to enforce these Covenants, Conditions, and Restrictions, but Declarant does not have the legal obligation to enforce or attempt to enforce the provisions hereof. In the event the Declarant refuses, neglects or fails to enforce or attempt to enforce these Covenants, Conditions and Restrictions there shall not exist or be created any cause of action or claim against Declarant. Each owner or any person or entity claiming by, through or from said owner hereby releases Declarant from and against any claim arising in connection with the development of RUNNING RIDGE or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions and shall be stopped from making or enforcing any such claim.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION.

7.1 Duration.

These Covenants, Conditions and Restrictions shall remain in full force and effect at all times for a period of thirty (30) years from the date this Declaration is recorded.

These Covenants, Conditions and Restrictions shall be automatically renewed for successive periods of ten (10) years at the end of the initial thirty (30) year period unless there shall be recorded an instrument directing the termination of these Declarations signed by at least seventy-five (75) percent of the then lot Owners.

7.2 Amendment.

These Covenants, Conditions and Restrictions may be terminated, extended, modified or amended, with the written Declaration signed by at least seventy-five (75%) of the Owners of the lots. Such amendment or termination shall be effective only upon recordation in the Official Deed Records of Deschutes County, Oregon.

Section 8. ENFORCEMENT.

8.1 Enforcement

Any Owner, the Declarant or the ARC, shall have the right, but not the obligation, to enforce any or all of the provisions of these covenants, conditions and restrictions. Any failure to enforce any provision hereof shall not be deemed a waiver of a continuing or similar violation.

8.2 Arbitration.

Any and all disputes of any nature whatsoever, regarding the enforcement, interpretation, rights or obligations under these Conditions, Covenants and Restrictions, shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by a majority, resolve the dispute.

The costs of arbitration proceedings including the arbitrator's fees shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other parties reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

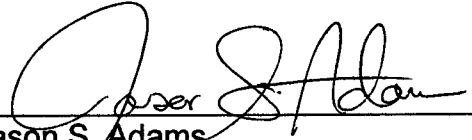
In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

Section 9. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in RUNNING RIDGE Subdivision and shall bind, benefit and burden each Lot in RUNNING RIDGE Subdivision, including any additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in RUNNING RIDGE Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in RUNNING RIDGE Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as RUNNING RIDGE Subdivision and their successors in interest including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of

any lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ^{13th} 12th day of August, 2004.

By 
Jason S. Adams

STATE OF OREGON)
)ss
County of Deschutes)

The above named JASON S. ADAMS personally appeared before me and acknowledged the forgoing instrument as his voluntary act.



Before me: 
NOTARY PUBLIC FOR OREGON
My commission expires: 6-19-08