

**VOL: 2000    PAGE: 46436**  
**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



\*2000-46436 \* Vol-Page

Printed: 11/15/2000 12:52:34

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received  
and duly recorded in Deschutes County records:

DATE AND TIME:        Nov. 15, 2000; 12:38 p.m.

RECEIPT NO:            28571

DOCUMENT TYPE:       Deed

FEE PAID:               \$56.00

NUMBER OF PAGES:    6

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

56 156982 mp/00203146T

2000-46436-1



After recording return to:

George Arthur Construction, LLC

3220 SW Obsidian Avenue

Redmond, OR 97756

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

George Arthur Construction, LLC

3220 SW Obsidian Avenue

Redmond, OR 97756

Escrow No.

Title No.

THIS SPACE RESERVED FOR RECORDER'S USE

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

### STATUTORY SPECIAL WARRANTY DEED

RONALD D. BOZARTH AND SHARON BOZARTH, husband and wife, as to an undivided 30% interest; and DOLORES W. MILLER, TRUSTEE OF THE DAVID L. MILLER AND DOLORES W. MILLER FAMILY TRUST EXECUTED THE 22ND DAY OF JULY 1994, as to an undivided 70% interest, Grantor, conveys and specially warrants to GEORGE ARTHUR CONSTRUCTION, LLC, an Oregon limited liability company, Grantee, the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein:

Lot 2 of SAVANNAH ESTATES PHASES 1 and 2, City of Redmond, Deschutes County, Oregon.

This Deed is being given in partial fulfillment of that Contract of Sale between the parties dated August 1, 1999, recorded September 2, 1999 in Book 1999, Page 42962 and the warranties hereof shall be construed as of the date of said Contract.

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 \$PARTIAL FULFILLMENT.

Dated this 18 day of Aug., 2000.

DAVID L. MILLER AND DOLORES W. MILLER  
FAMILY TRUST

Dolores W. Miller Trustee  
DOLORES W. MILLER, TRUSTEE

Ronald D. Bozarth  
RONALD D. BOZARTH

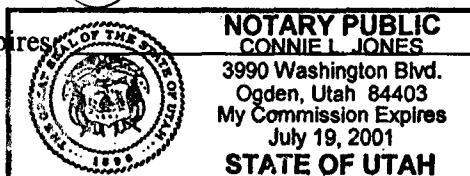
Sharon Bozarth  
SHARON BOZARTH

STATE OF Utah  
County of Weber } ss.

This instrument was acknowledged before me on this 18<sup>th</sup> day of August, 2000  
by Dolores W. Miller, Trustee

Connie L. Jones  
Notary Public for Oregon

My commission expires



2000-46436.2

STATE OF OREGON

County of Deschutes

} ss.

This instrument was acknowledged before me on this 23 day of August, 2000  
by Ronald D. Bozarth and Sharon Bozarth



Gina M Tiano  
Notary Public for Oregon  
My commission expires: 3/2/2004

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS****FOR****SAVANNAH ESTATES****A subdivision of Deschutes County, Oregon**

Owner and developer, George Arthur Const., LLC being the sole party having an interest in the portion of the NW ¼ SW ¼ of Section 20, Township 15 South, Range 13 East, Willamette Meridian, platted and filed of record as Savannah Estates, Deschutes County, Oregon, do hereby and by these present subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions and Restrictions.

**Article I****Architectural Control Committee**

**Section 1. Architectural Control:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevation. The approval signatures of the Architectural Committee will be required before applying for building permit from governing agency. The Architectural Control Committee shall be appointed by the developer.

**Section 2. Architectural Guidelines:** The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each builder and/ or owner:

- (a) **Minimum size.** One story residential dwellings shall have a minimum of 1200 square feet, excluding the garage. A two-story dwelling must contain at least 1400 square feet, excluding the garage. No single car garages shall be allowed. All residences must be constructed with a two-car garage minimum.
- (b) **Roofs.** Shall have not less than a 6 in 12 pitch and be covered with 25 year or better composition shingles or earth tone concrete or clay tiles.
- (c) **Exterior Walls and Trim:** All exterior walls facing streets shall be double construction with lap siding (wood or composition materials). Other walls may be T-111 types. Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable.
- (d) **Exposed Masonry:** Local stone, concrete, concrete block, stucco and brick maybe used with specific approval of the Architectural Committee.
- (e) **Building Height:** Building height shall conform to local code requirements.
- (f) **Exterior Lighting:** Will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- (g) **Driveways:** Will be of concrete, concrete pavers or asphalt

**Section 3. Uses Prohibited without consent of Committee:** Unless the committee has consented in writing, no part of any lot shall be used in any of the following ways:

- (a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such vehicles or boats may be stored provided they are garaged or behind a 6 foot cedar fence, or at the rear of the dwelling, and screened from view of all roads or adjoining lots in the subdivision.
- (b) As a place to burn trash, cuttings, or other items with the exception of bar-be-cue fires.
- (c) As a place to raise domestic animals of any kind except a reasonable number of house-hold pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.
- (d) No structure of temporary character, basement, tent, shack, garage, barn, or other out buildings shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home or homes in Savannah Estates
- (e) There shall be no swine, horses, cattle, llamas, poultry or goats or similar types of livestock on said premises.
- (f) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other out building, shall be moved upon the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.
- (g) No used materials will be permitted on exterior surfaces. (Used brick is permissible).
- (h) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within Savannah Estates for more than five (5) days. Parking of trucks larger than 1 ton shall not be allowed on any lot or in the streets. Outdoor storage of garbage, trash, agricultural equipment, lawn mowers, building materials, toys, furniture, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted in the front yard or within direct view from any street. Covering with a tarp or in a garbage can is not considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary containers.
- (i) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Savannah Estates on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, during construction, streets shall be left in a clean condition on Saturdays and Sundays.

**Section 4.** Except as provided in Article III, a vote of 60 % (percent) of the owners of the subdivision can adopt or repeal any or all of the above CC&R's after the subdivision is 90%(percent) built.

**Section 5. Architectural Control Committee Consent.** In all cases in which Architectural Control Committee consent is required, the following provisions shall apply:

- (a) **Material Required to be submitted.** Where consent must be acquired by lot owners or any association of owners from the Architectural Control Committee, plans, specifications, and other materials the Committee determines to be necessary to enable it to evaluate the

proposal must be submitted at least 30 days in advance of the occurrences, which require consent.

- (b) **Failure to Act.** In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the committee shall conclusively be deemed to have consented to the proposal.
- (c) **Effective Period of Consent.** Architectural Control Committee consent shall be revoked 1 year after issuance unless the work has been commenced or the owner has applied for and received an extension of time in writing from the Architectural Control Committee.

## ARTICLE II

### RESTRICTIONS ON USE OF PROPERTY FOR HOMEOWNERS

**Section 1. Use and Occupancy of Private Areas.** Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

**Section 2. Landscaping.** The use of natural flora and bark, ground covers, grass, and trees native to the area is encouraged. All front yards shall be landscaped within (6) six months after the exterior of a residence is finished.

**Section 3. Maintenance of Lots.** Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

**Section 4. Mobile Homes, Campers, Trailers.** No mobile homes or trailers may be used as a residence including manufactured homes.

**Section 5. Appearance.** All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots.

**Section 6. Utilities.** No aboveground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

**Section 7. Fences.** No chain link fences whatsoever. Fences to be made of cedar with height not to exceed 6 feet. All fences extending from the front of house to street shall not exceed 3 feet in height with only two or three horizontal exposed bracings. All side and rear fences constructed on the property line by builder, are the property of the "adjoining" property owners. It is the "adjoining" property owner's responsibility to jointly maintain, repair or replace side fences when needed.

**Section 8. Use.** Each lot shall be for residential use only, except for day nurseries, home occupations or similar uses allowed by the City of Redmond. Homes or portions thereof may be rented by owners. Not more than one single-family dwelling shall be constructed on any lot.

## Article III

### ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

#### Section 1. The Architectural Control Committee.

The following are duly elected to serve on the Architectural Control Committee:

George A. Arthur  
3220 SW Obsidian Av.  
Redmond, Or. 97756-8828

2000-46434-6

Jennifer Arthur  
3220 SW Obsidian Av.  
Redmond, Or. 97756-8828

**Section 2. General Provisions. Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for consecutive periods of five (5) years. However, at any time after March 2010 an instrument signed by a majority of the present owners of the lots, which has been recorded, will effect any changes to the covenants in whole or in part, agreed to.

**Section 3. Enforcement's.** The Architectural Control Committee shall have the right in the event any property within Savannah Estates is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums equal to the amount needed to rectify the problem.

In witness whereof, the owner and developer of Savannah Estates has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Savannah Estates this 13 Day of NOV, 2000.

*George A. Arthur, member*  
George A. Arthur, member

STATE OF OREGON       }  
County of Deschutes   } ss.

This instrument was acknowledged before me on 11/13/00 by GEORGE A. ARTHUR as member of GEORGE ARTHUR CONST., LLC.

Before Me: *Gina M. Tiano*, NOTARY PUBLIC FOR OREGON

My commission Expires: 3/2/2004.

