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Declarant

AFTER RECORDING RETURN TO:

Building Partners For Affordable Housing - *Deft*

61396 S. Hwy. 97, Suite 203

Bend, OR 97702

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHADY PINES**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHADY PINES**

The undersigned, Building Partners For Affordable Housing, an Oregon nonprofit corporation, ("Declarant"), is the owner of the real property described on Exhibit "A" attached hereto located in the City of Bend, Deschutes County, Oregon (hereinafter referred to as "the Property"), and hereby makes the following Declaration of Covenants, Conditions and Restrictions ("Declaration"), covering the Property, specifying that this Declaration shall constitute covenants to run with all of said land and be binding upon all persons claiming under them and that all covenants and restrictions shall be for the benefit of and limitations upon all future owners, occupants, and tenants of said real property. Declarant intends to develop Shady Pines as a Class III planned community, not subject to the Oregon Planned Community Act.

1. **Land Use and Building Type.** Shady Pines consists of ten (10) Lots, all of which are restricted to single family homes used for residential purposes. "Lot" shall mean and refer to each and any of Lots 1 through 10 of Shady Pines according to the plat thereof recorded in the Deschutes County, Oregon plat records.

2. **Dwelling Structures.** All dwellings and other buildings shall be constructed on site, and in accordance with the building requirements of the State of Oregon and Deschutes County. Any outbuilding constructed on the property shall be constructed to match the dwelling in style and exterior materials and colors.

3. **Structures Prohibited As Residences.** No single- or double-wide trailers, manufactured homes, mobile homes, modular homes, tents, shacks, garages or other out buildings shall be allowed for residences.

4. **No Commercial Use.** No building or any part of any thereof shall be erected, maintained, or used on any Lot for any commercial purpose; provided that home occupations permitted in accordance with the City of Bend ordinances (such as a home office or art studio) may be allowed, provided that such home occupation does not generate significant pedestrian or vehicular traffic.

5. **Nuisance.** No obnoxious, noxious, or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may reasonably become an annoyance or nuisance to other persons in the subdivision. Parking of machinery, equipment, motor homes, trailers, recreational vehicles, or other heavy duty vehicles or equipment on the street shall be deemed a nuisance. No inoperable motor vehicles, vehicles in disrepair or not currently licensed, trailers or similar items shall be stored on the Property.

6. **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7. **Exterior Materials.** Roofing material shall be tile or Architectural 80 Composition in colors of gray, black, or weathered wood, with a minimum life expectancy of twenty-five (25) years. All exterior walls shall be of double wall construction with siding such as cedar, redwood, concrete based lap, or other equivalent materials. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

8. **Fences and Retaining Walls.** No fence shall exceed six (6) feet in height and/or be forward of the front building line of the house. Fences shall be constructed of wood, brick, wrought iron or stone and shall be good quality material.

9. **Landscaping.** All front yard landscaping must be complete within two (2) months of completion of the dwelling. All front yard landscaping must include trees as required by the City's zoning ordinance. All backyard landscaping must be complete within six (6) months of completion of the dwelling. Homeowners agree to maintain and water said trees along with proper maintenance and care of said landscaping, in keeping with the standards of the neighborhood. Owners of Lots 4-7 shall install and maintain a ten (10) foot wide planting screen along the west boundary of said Lot. The planting screens shall be continuously maintained by the owner of said Lot(s), including removal of dead, diseased or dying vegetation, and installation and maintenance of an underground irrigation system.

10. **Parking.** Parking shall be in designated areas only. No recreational vehicle, boat or trailer shall be stored or parked forward of the front building line for more than twenty-four (24) hours. Storage of said vehicles for any period longer than twenty-four (24) hours shall be behind a sight-obscuring fence and shall be fenced on all sides. No owner shall permit any vehicle which is in extreme state of disrepair to be abandoned or to remain parked upon any Lot or street for a period in excess of twenty-four (24) hours.

11. **Service Facilities; Antennas and Satellite Dishes.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened such that such facilities are not visible at any time from the street. All telephone, electrical, cable television and other utility installations shall be placed underground in conformance with applicable law. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation shall be erected, constructed or placed on any Lot. Exterior satellite dishes with a surface diameter of one (1) meter or less and antennas designed to receive television broadcast signals or multi-channel multi-point distribution (wireless cable), may be placed on an Owner's Lot. If possible, they should not be visible from the street and be screened from neighboring Lots. This section shall not unreasonably delay or increase the cost of installation, maintenance or use, or preclude reception of a signal of acceptable quality.

12. **Oil and Mining Operations.** No part of the Property shall be used for the purpose of exploring for, taking thereof or producing therefrom gas, oil, or other hydrocarbon substances.

13. **Construction Time.** A time limit is hereby imposed on the length of time required from construction once construction starts of the residence structure. A period of time not to exceed eighteen (18) months is allowed.

14. **Building Location.** All residences within the Property shall comply with the City of Bend setback requirements.

15. **Animals.** No animals, livestock or poultry of any kind, other than a reasonable number of cats, dogs or birds as household domestic pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other owners shall take all steps reasonably necessary to prevent recurrence thereof and owners whose pets damage other owners' Lots or personal property shall reimburse such other owners for reasonable costs actually incurred by such other owners in repairing such damage. An owner shall ensure that such owner's dog is leashed when on the Property and outside of such owner's Lot.

16. **Sewage Disposal.** Each Lot shall be connected to the public sewer system. No cesspools or outside toilets shall be permitted, except a portable toilet permitted during residence construction.

17. **Use of Improvements During Construction; Damage or Destruction.** No improvement upon any Lot shall be occupied until the same is completed and made to comply with covenants, conditions and restrictions contained in this Declaration. Any improvements which are partially or totally destroyed or damaged by fire, earthquake or otherwise, shall be removed, repaired or replaced within a reasonable time after such destruction or damage occurs.

18. **Maintenance By Owner.** Each owner shall be responsible for maintenance of his/her Lot and home in a clean, sanitary and attractive condition and shall keep the same free from rubbish and litter and maintain such Lot in a good condition as not to create a fire hazard and repair and adequately paint, stain or otherwise maintain, repair and replace all improvements located thereon. In addition, each owner shall keep all shrubs, trees, grass, plantings, of every kind on his/her Lot neatly trimmed, irrigated, properly cultivated and free of trash, weeds and other unsightly material.

19. **Sign.** No sign of any kind shall be displayed to the public view on any Lot except political signs and one professional sign conforming to the City of Bend sign regulations regarding placement and dimensions, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. Real estate signs must be removed within three (3) days of the closing of the sale or signing of a rental agreement. Political signs may only be placed on the Lot forty-five (45) days in advance of the election and must be removed within seven (7) days thereafter in conformance with the City of Bend sign regulations. Holiday lights and displays must be removed within seven (7) days of the end of the holiday. Standard street signs and visual address signs for directing fire, life and safety personnel shall be allowed.

20. **Benefit.** The foregoing protective covenants, conditions, and restrictions shall inure to the benefit of and shall be binding upon Declarant and all parties who claim any interest in the Property, including, without limitation, all residents of the Property. These provisions shall constitute a covenant running with the land, and shall be deemed to touch and concern the land.

21. **Architectural Review.** No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by Declarant. After build out, no further architectural review shall be required. The Declarant, at its sole discretion, may withhold consent to any proposed work if the Declarant finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Declarant intends for Shady Pines. Consent by the Declarant to any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent. Neither the Declarant nor any member or employee thereof shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Declarant, provided only that the Declarant has, in accordance with its actual knowledge, acted in good faith. The Declarant shall not be responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the applicant's responsibility.

22. **Titles Subject to Restrictions.** Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but titles to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall, therefore, be held subject to all of the protective covenants, conditions and restrictions hereof.

23. **Enforcement; Attorneys' Fees.** The Lot owners or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or owners by any proceeding at law or in equity. Failure by the owners or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court.

24. **Severability.** Invalidation of any one of these covenants, conditions and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. **Amendment.** This Declaration of Covenants, Conditions, and Restrictions may be amended with the consent of not less than seventy-five percent (75%) of the owners of all Lots and the Declarant, as long as the Declarant owns any Lot.

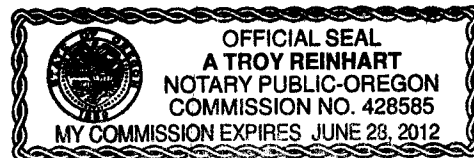
The undersigned Declarant of the subject property has caused this Declaration to be executed this 2 day of February, 2011.

BUILDING PARTNERS FOR
AFFORDABLE HOUSING,
an Oregon nonprofit corporation

By: T. Knopp

Its: Executive Director

STATE OF OREGON)
County of Deschutes) ss.



Personally appeared before me the above-named Tim Knopp, who, being duly sworn, did say that AC is the EXEC. DIR. of Building Partners For Affordable Housing, an Oregon nonprofit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

A. Troy Reinhart
NOTARY PUBLIC FOR OREGON

Shady Pines Lots 1-10,