

92-36657SOUTHFORK VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO SOUTHFORK VILLAGE, A SUBDIVISION OF DESCHUTES COUNTY, BEND, OREGON, PLAT NUMBER TP-89-710.

WHEREAS, ERIC L. WAITE, JR. dba RANCH & SEA DEVELOPMENT, HEREINAFTER REFERRED TO AS DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN DESCHUTES COUNTY, IN THE STATE OF OREGON, KNOWN AS SOUTHFORK VILLAGE, A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIROUS TO DECLARE OF PUBLIC RECORD ITS INTENTIONS TO CREATE CERTAIN RESTRICTIVE CONDITIONS AND COVENANTS TO THIS OWNERSHIP OF SAID PROPERTY:

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND DECLARE THAT THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BECOME AND ARE HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS WITHIN THE PLAT OF SOUTHFORK VILLAGE RECORDED ON OCTOBER 8, 1992 BOOK OF PLATS INSTRUMENT #92-33460 PAGE #699 OF THE PLAT RECORDS OF DESCHUTES COUNTY, OREGON, AND THAT THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS SHALL BY REFERENCE BECOME A PART OF ANY SUCH CONVEYANCES AND SHALL APPLY THERETO AS FULLY AND WITH THE SAME EFFECT AS IF SET FORTH AT LARGE THEREIN.

ARTICLE I
INITIAL DEVELOPMENT

DECLARANT HEREBY DECLARES THAT ALL OF THE REAL PROPERTY DESCRIBED ABOVE IS HELD AND SHALL BE HELD, CONVEYED, HYPOTHECATED, ENCUMBERED, USED, OCCUPIED AND IMPROVED SUBJECT TO THESE COVENANTS.

(1) LAND USE AND BUILDING TYPE

NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES.
NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO (2) STORIES IN HEIGHT AND A PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS.

← After recording, return to:
BEND TITLE COMPANY
1195 N.W. WALL, BEND

(2) LOCATION OF BUILDING

THE LOCATION AND DESIGN OF SUCH STRUCTURES SHALL BE IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS AND SHALL BE COMPATIBLE WITH THE ARCHITECTURAL GUIDELINES OF SOUTHFORK VILLAGE.

(3) TYPE OF BUILDING

NO MOBILE HOMES OR MODULAR HOMES OF ANY KIND ARE PERMITTED.

(4) DESIGN CONTROL

THE DEVELOPER OF SOUTHFORK VILLAGE, TO ENSURE THAT BUILDINGS CONSTRUCTED WILL BE CONSISTENT WITH THE OVERALL PLAN AND DESIGN MOTIF, WILL REQUIRE PURCHASERS OF LOTS WITHIN SOUTHFORK VILLAGE NOT TO CONSTRUCT OR ALTER ANY IMPROVEMENT ON THEIR SITE UNTIL;

A: THE DEVELOPER HAS APPROVED THE DESIGN, COLOR SCHEME AND LANDSCAPE PLAN.

B: THE OWNER MEETS MUNICIPAL BUILDING REQUIREMENTS.

C: A BUILDING PERMIT HAS BEEN ISSUED.

ARTICLE II
ARCHITECTURAL GUIDELINES

THE PURPOSE OF THESE ARCHITECTURAL GUIDELINES IS TO PROTECT AND PRESERVE THE VALUE OF THE PROPERTY AND QUALITY OF LIFE IN SOUTHFORK VILLAGE.

(1) DWELLING SIZE

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF GARAGES, DECKS, PATIOS OR OPEN PORCHES SHALL NOT BE LESS THAN SEVENTEEN HUNDRED (1,700) SQUARE FEET FOR A SINGLE DWELLING.

(2) TIME OF CONSTRUCTION

ALL BUILDINGS CONSTRUCTED MUST BE COMPLETE WITHIN TWELVE (12) MONTHS FROM THE DATE THAT A BUILDING PERMIT HAS BEEN ISSUED.

(3) LANDSCAPE COMPLETION AND MATERIALS

ALL FRONT YARDS, AND SIDE YARDS VISIBLE FROM THE PUBLIC STREETS OF CORNER LOTS SHALL BE LANDSCAPED WITHIN SIX (6) MONTHS AFTER THE EXTERIOR OF THE PRIMARY RESIDENCE IS FINISHED. ALL LANDSCAPE TO BE NATURAL IN APPEARANCE AND MAINTAINED IN A PROFESSIONAL LOOKING MANNER. NO CINDER, GRAVEL OR CRUSHED ROCK MATERIALS TO BE USED AS GROUND COVER IN THE FRONT OR SIDE YARDS VISIBLE FROM THE STREET.

(4) DRIVEWAYS

ALL DRIVEWAYS SHALL BE OF CONCRETE, CONCRETE PAVERS OR ASPHALT. NO GRAVEL, CINDER OR OTHER MATERIALS WILL BE ALLOWED.

(5) FENCES

FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCE OF THE DWELLING HOUSES OF ANY LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF. THE HEIGHT OF ANY CONSTRUCTED FENCE SHALL NOT EXCEED SIX (6) FEET.

(6) SIGNS

FOR THE PURPOSE OF RENTING, LEASING, OR SELLING, A LOT OR RESIDENCE, NO MORE THAN ONE SIGN PLACED BY THE OWNER OR AGENT NOT EXCEEDING TWENTY-FOUR (24) INCHES BY THIRTY-SIX (36) INCHES MAY BE TEMPORARILY DISPLAYED ON ANY LOT.

(7) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE WHETHER IMPERMANENT OR TEMPORARY.

(8) EXPOSED MASONRY

CONCRETE BLOCK WILL BE ALLOWED AS A RETAINING WALL MATERIAL ONLY. ALL DECORATIVE CONCRETE SHALL BE RESTRICTED TO FLAT WORK. MATERIALS OF BRICK, STONE, SIMULATED MASONRY, STUCCO OR USED BRICK SHALL BE APPROPRIATE WITHIN THE DEVELOPMENT TO BE USED AS TRIM, ACCENT, DECORATION OR ARCHITECTURAL ENHANCEMENT.

(9) ROOF MATERIALS

ALL STRUCTURES SHALL BE REQUIRED TO USE A ROOFING MATERIAL WHICH HAS A CLASS "A" FIRE RATING. ASPHALTIC COMPOSITION ROOFING MATERIAL WILL NOT BE ALLOWED. ANY ROOFING MATERIAL OTHER THAN WOOD, SHINGLE, WOOD SHAKE, OR TILE WILL BE SUBJECT TO APPROVAL OF THE DECLARANT.

(10) EXTERIOR WALLS AND FINISHES

EACH DWELLING SHALL BE CONSTRUCTED USING CONVENTIONAL DOUBLE-WALL WOOD FRAMING. SIDING MATERIAL SHALL BE NATURAL WOOD OR HAVE THE APPEARANCE OF NATURAL WOOD, MANUFACTURED WOOD (EXCEPT T-111), MASONRY BRICK, STONE, STUCCO OR A COMBINATION OF THESE.

EXTERIOR SURFACES, SHALL BE FINISHED WITH WOOD STAIN OR PAINT IN HARMONY WITH OTHER RESIDENCES.

(11) ANTENNAS AND SERVICE FACILITIES

EXTERIOR ANTENNAS SHALL NOT BE PERMITTED TO BE PLACED ON THE ROOF OF ANY STRUCTURE ON ANY LOT. CLOTHES LINES AND OTHER SERVICE FACILITIES, SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM ANY STREET OR OTHER LOTS.

ARTICLE III
RESTRICTIONS OF USE OF PROPERTY

(1) COMMERCIAL OR OFFENSIVE ACTIVITY

NO COMMERCIAL OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE OTHER OWNERS.

(2) UTILITIES

NO ABOVE GROUND UTILITIES, PIPES, OR WIRES SHALL BE USED TO CONNECT IMPROVEMENTS WITH SUPPLY FACILITIES. NO PRIVATE WATER SYSTEMS SHALL BE ALLOWED.

(3) PETS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT A REASONABLE NUMBER OF DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

(4) GARBAGE AND REFUSE DISPOSAL

NO LOT OR OPEN SPACE SHALL BE USED OR MAINTAINED AS A DUMPING GROUND OR SITE FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND OUT OF PUBLIC VIEW. ALL CONTAINERS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN CONDITION.

(5) PARKING

NO PARKING OF MOTOR VEHICLES OR TRAVEL TRAILERS IS PERMITTED IN SOUTHFORK VILLAGE, EITHER ON LOTS OR PUBLIC STREETS. THE EXCEPTION TO THIS PROHIBITION SHALL APPLY TO VISITORS UTILIZING MOTOR HOMES OR TRAVEL TRAILERS, AND THEN A MAXIMUM OF SEVEN (7) DAYS PARKING SHALL APPLY. BOATS AND BOAT TRAILERS, CAMPERS, SNOWMOBILES, AND OTHER RECREATIONAL VEHICLES SHALL BE GARAGED OR OTHER WISE SCREENED FROM THE VIEW OF THE NEIGHBORING LOTS AND STREETS. NO PARKING OR STORAGE OF INCAPACITATED VEHICLES, MOTOR VEHICLES OR ANY VEHICLE USED FOR COMMERCIAL PURPOSES (OTHER THAN COMMERCIAL VEHICLES WITH LESS THAN A ONE (1) TON SIZE RATING IS ALLOWED. NO PARKING OR PLACEMENT OF OTHER ITEMS WHICH ARE CONSIDERED COMMERCIAL IN NATURE IS ALLOWED.

(6) FIREARMS

THE DISCHARGING OF ANY FIREARMS WITHIN THE SOUTHFORK VILLAGE SUBDIVISION IS STRICTLY PROHIBITED.

(7) SUBDIVISION OF PARCELS

THERE SHALL BE NO FURTHER SUBDIVISION OR ALTERATION OF THE LOTS AS PLATTED AND CREATED BY SOUTHFORK VILLAGE UNLESS APPROVED BY DESCHUTES COUNTY AND THE DECLARANT.

(8) MAINTENANCE

EACH PARCEL AND ITS IMPROVEMENTS SHALL BE MAINTAINED IN A CLEAN AND ATTRACTIVE CONDITION AND GOOD REPAIR, FREE OF BRUSH, OUTGROWTH, WEEDS, DEBRIS, AND THE GRASS THEREON CUT OR MOWED AT SUFFICIENT INTERVALS TO PREVENT CREATION OF A NUISANCE, FIRE HAZARD OR VISUAL POLLUTION.

ARTICLE IV
GENERAL PROVISIONS

THESE COVENANTS, CONDITIONS, AND RESTRICTIONS OF SOUTHFORK VILLAGE ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TEN (10) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE PERIODS OF FIVE (5) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE PRESENT OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

(2) ENFORCEMENT

ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

(3) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.


(4) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICE OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT OF DECLARANT IN PERFORMING ITS DUTIES OR RIGHT HEREUNDER, PROVIDED THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED BY IT, ACTED IN GOOD FAITH.

(5) EXPENSES AND ATTORNEY'S FEES

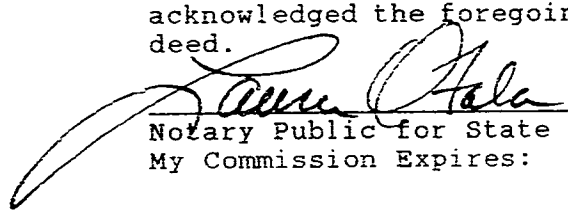
IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF SOUTHFORK VILLAGE INCLUDING THE DECLARANT, SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES INCURRED BY HIM IN CONNECTION WITH SUCH SUIT OR ACTION, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE TO BE REASONABLE ATTORNEY'S FEES AT TRIAL AND UPON APPEAL THEREAFTER.

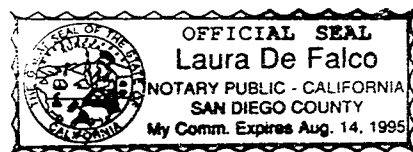
IN WITNESS WHEREOF, THE OWNER AND DEVELOPER OF SOUTHFORK VILLAGE SUBDIVISION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED FOR RECORDING AS THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTHFORK VILLAGE THIS 26TH DAY OF OCTOBER, 1992.


ERIC L. WAITE, JR., OWNER

STATE OF CALIFORNIA
County of San Diego

Personally appeared the above named Eric L. Waite, Jr. and acknowledged the foregoing instrument to be their voluntary act and deed.


Notary Public for State of California
My Commission Expires: 8/14/95



Eric W. Jr.
Ranch + Sea Dev.
6965 El Camino Real
Suite 202
La Costa, Ca 92009

281 - 0542

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1992 NOV -2 PM 4:50

BY: Wallace DEPUTY

NO. 92-36657 FEE 35⁰⁰

DESCHUTES COUNTY OFFICIAL RECORDS