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DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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**DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
OF
SOUTHPOINT
SUBDIVISION**

After recording, return to
AmeriTitle
15 OREGON AVENUE, BEND

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SOUTHPOINT SUBDIVISION**

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AFTER RECORDING RETURN TO:

South Point LLC
7035 SE 298th Ave
GRESHAM, OR 97080

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SOUTHPOINT SUBDIVISION**

THIS DECLARATION is made effective as of the _____ day of _____, 2006, by South Point LLC. ("Grantor" or "Declarant").

1. **Property Covered.** Grantor is the owner of the real property located in the County of Deschutes, State of Oregon, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, (the "Property").

2. **Declaration.** Grantor hereby declares that the Property, and each lot, Building Lot, parcel, or portion thereof, is and shall be held, conveyed, occupied and improved subject to the following restrictions, covenants, limitations, easements, conditions, and equitable servitude's, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The covenants, conditions, and restrictions set forth herein shall, without further reference, be deed restrictions and run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title, or interest in the Property and any interest therein; shall inure to the benefit of and be binding upon Grantor, its successors in interest, and each Grantee and his respective successors in interest, and may be enforced by Grantor, by any Grantee or Owner, or his successors in interest.

3. **General and Specific Restrictions.**

3.1 Land Use. All buildings and other structures located upon Building Lots shall be used exclusively for single family residential living purposes and such uses as are customarily incidental thereto and not for the purposes of conducting a trade or business.

3.2 Structures. For all the lots in the property, the following restrictions will apply:

3.2.1 No Building Lot shall be improved except with one (1), detached, single family dwelling unit with a minimum two car garage and each such dwelling unit shall contain a minimum living area of one thousand one hundred (1,100) square feet if the dwelling is one-story, or a minimum of one thousand three hundred (1,300) square feet if the dwelling is a two-story or split level structure.

- 3..2.2 The minimum living area shall be excluding of garage, carport, patio, breezeway, storage room, porch, and deck floor area. No building shall exceed thirty-two (32) feet in height unless approved by City of Bend. All dwelling units must be constructed with an enclosed garage. Square footage refers to living areas only. All units must be site built under standard stick frame construction.
- 3..3 Building Location. No dwelling unit or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines than permitted by the plat or applicable planning and zoning laws and regulations.
- 3..4 Manufactured homes - Temporary Structures. No house trailer, mobile home, tent, shack, barn, or other similar outbuilding or structure shall be erected or placed on any Building Lot. Additionally, no pre-erected or new fabricated structures shall be placed or located upon any building lot within South Point. No tent (other than for short term individual use), shack, or other temporary building, improvement, or structure shall be placed or used upon any portion of the Property.
- 3..5 Signs. No sign of any kind shall be displayed to the public view without the approval by the Grantor, except such signs as may be used by Grantor in connection with the development of and financing of improvements upon the Property and sale of Building Lots and except such signs of customary and reasonable dimensions as prescribed by the Grantor as may be displayed on or from a Building Lot advertising the residence for sale or lease. Any customary "for sale" or "for lease" signs not more than six (6) square feet shall not require Grantor's approval.
- 3..6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property or a Building Lot and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property.
- 3..7 Recreational Vehicles and Other Items. No recreational vehicles, including but not limited to mobile homes, trailer houses, boats, trailers, campers, other recreational vehicles as defined by applicable law, dilapidated or unrepaired and unsightly vehicles, equipment, or other items or articles shall be placed or stored upon any portion of the Property (including streets and driveways) except as authorized by applicable law and unless the same are located behind the front setback of dwelling unit. Enclosed by fence
- 3..8 Sewage Disposal Systems and Utilities. No individual sewage disposal system shall be used and each Grantee shall hook on to the City of Bend Sewer System and pay all charges assessed therefore. All utility services shall be underground, including, without limitation, telephone, electricity, and cable TV.
- 3..9 Restrictions on Animals. No animals, birds, insects, horses, or livestock shall be kept on the Property except domesticated dogs, cats, and other customary domesticated pets provided that they are not kept, bred, or maintained for commercial purposes.

4. **Construction Maintenance and Landscaping.**

- 4.1 Construction. The construction of improvements upon Building Lots, once commenced, shall be diligently prosecuted and pursued until final completion. All improvements, as to exterior appearance shall be completed within six (6) months from commencement of construction.
- 4.2 Construction Materials. All improvements upon Building Lots to have a minimum requirement of composition roofing or better. All buildings to have minimum bevel type siding on all street facing sides. Brick or stone may be used in place of this requirement. (This refers to hardiboard or cedar sidings of similar appearance installed horizontally.) Shake tile and slate roofs are permitted.
- 4.3 Landscaping. All buildings constructed on Building Lots to have landscaping in place prior to occupancy of building. Landscaping shall include at least the front yard with minimum grass area and some shrubs. Note: All buildings constructed for models shall have landscaping in place within 30 days from completion. Owners shall maintain the landscaping on this Building Lot in a neat and attractive condition, including all necessary gardening to properly maintain and periodically replace when necessary the tree, plants, grass, and other vegetation. The right to enforce the Section is vested in the Grantor, or any Owner.
- 4.4 Exterior Maintenance. No improvement anywhere within the Property shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair.
- 4.5 Construction. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of the restrictions upon completion of construction. Additionally, during construction, no rubbish or debris associated with construction shall be deposited or allowed to accumulate on other Building Lots.
- 4.6 Fencing of Lots. Fencing shall comply with city codes and ordinances as to height restrictions and must be constructed out of wood type materials. Other fencing must obtain approval of architectural control committee prior to installation. All fencing must be behind the front setback of the dwelling.

5. **Architectural Control Committee.**

- 5.1 Declarant hereby designates Gordon Thompson and a person to be appointed by him as the initial two members of the South Point Architectural Control Committee, which shall be responsible for supervision and approval of all construction and building on the Property.
- 5.2 All homes or buildings to be constructed must be approved by the Architectural Control Committee for the purpose of meeting the design approval of the owner of the Property. Each application for approval must specify the exterior paint color, brick placement,

and color of roof, as well as other materially significant features of the proposed design. Any Grantee or Lot Owners, prior to start of construction must have approval of the Architectural Control Committee.

Prior to granting construction approval, the Architectural Control Committee may require additional information or specific changes in the proposed design.

- 5..3 If a member of the Architectural Control Committee resigns or cannot serve any longer, his replacement shall be designated by the Declarant, unless more than 50% of the building lots have been sold, in which case the Owners of Lots, by majority vote, shall designate a replacement.

6. General Provisions.

- 6..1 Term. The covenants, conditions, and restrictions of, and any right or powers granted or reserved, under this Declaration shall run for a term of thirty (30) years from the date this Declaration is recorded, unless amended as herein provided, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by owners of three-fourths (3/4) of the Building Lots and such written instrument is recorded with the County Recorder.

6..2 Easements.

- 6..2.1 General. Notwithstanding anything expressly or by implication contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves the right to grant additional easements and rights-of-way over the project to utility companies and public agencies as necessary for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

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6..3 Amendment.

- 6..3.1 By Grantor. Until the close of escrow for the sale of the First Building Lot in the Property, the provisions of this Declaration may be amended or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. For the purpose of this Declaration, the close of escrow shall be deemed to be the date on which a deed granting a Building Lot is recorded in the Office of the County Recorder.
- 6..3.2 By Owner. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration other than this paragraph, may be amended by an instrument in writing signed and acknowledged by Owners owning at least fifty one percent (51%) of the Building Lots in the Property, and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article shall require the vote or written consent of three-fourths (3/4) of the Owners of Lots.

- 6..3.3 FHA/VA Requirements. It is the Grantor's desire and intent hereunder to comply with all rules, regulations, and conditions of FHA and VA, and that the Building Lots hereunder shall qualify for loans insured by such entities, therefore this Declaration shall be deemed to be amended insofar as may be necessary to effectuate such qualification and the Grantor hereby specifically reserves the right to effect any such changes through recording Supplements to the Declaration without the consent of any other Owners.
- 6..4 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United State mail, postage prepaid, addressed to any Owner at the street address of the Owner's Building Lot.
- 6..5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws and regulations of the State of Oregon, County of Deschutes, City of Bend.
- 6..6 Enforcement. Except as otherwise provided herein, any Owner of any Building Lot within the Property shall have the right to enforce any and all of the provisions hereof against any property with in the Property and the Owners thereof. The failure of any Owner of a Building Lot to comply with any provision hereof or any written notices or request of the Grantor is hereby declared a nuisance and will give rise to a cause of action in the Grantor or any Owner or Owners of Building Lots within the Property for recovery of damages or for negative or affirmative injunctive relief or both. Any violation of any state municipal or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property with the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive and is in addition to any remedies available at law or in equity. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision or any other provision of said restrictions.

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- 6..7 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, or to grant licenses, reservation right-of-way, and easements to utility companies, public agencies, or others or to complete excavation and grading and construction of improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold and so long as such subdivision or construction does not materially detract from the quality of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business or completing the work and disposing of the same by sale, lease, or otherwise. This way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the property

development and disposal of Grantor may use any structures owned by Grantor in the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor there under may be assigned by Grantor to any portion of the Property, by an express written assignment recorded in the Office of the County Recorder.

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IN WITNESS WHEREOF, the Grantor has executed and acknowledged this Instrument effective as of the day and year first written above.

SOUTH POINT LLC

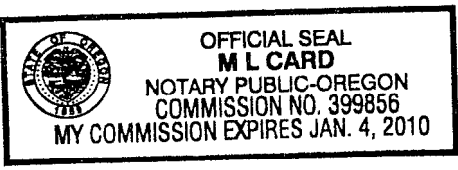
By: *Gordon Thompson*
Gordon Thompson, President of NORTHWEST HOMES & DEVELOPMENT, INC. as Member OF SOUTHPOINT, LLC

By: *John Winters*
John Winters, President of J & M DEVELOPMENT, LLC, as Member of SOUTHPOINT, LLC

By: *Marcie Winters*
Marcie Winters, Secretary of J & M DEVELOPMENT, LLC, as Member of SOUTHPOINT, LLC

STATE OF OREGON)
 Multnomah) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me on the 26 day of Feb, 2008, GORDON Thompson, PRES. NW HOMES + member of South Pt
John Winters, member + South Pt + PRES J & M
MARCIE Winters, Sec. J & M, member + South Pt.



MR CAED
Notary Public for Oregon

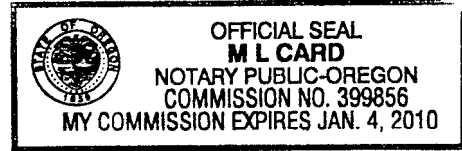
State of Oregon
County of

Multnomah

This instrument was acknowledged before me on 26 Feb, 2008 by GORDON THOMPSON AS PRESIDENT OF NORTHWEST HOMES & DEVELOPMENT, INC., AS MEMBER OF SOUTHPOINT, LLC.

ML Card
(Notary Public for Oregon)

My commission expires 01-04-10



STATE OF OREGON

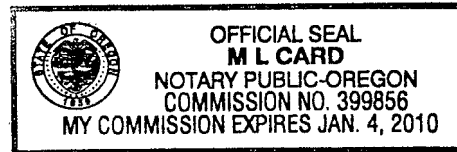
COUNTY OF

Multnomah

This instrument was acknowledged before me on 26 Feb 2008 by John Winters as President of J & M Development, LLC as Member of SOUTHPOINT, LLC

ML Card
(Notary Public for Oregon)
My Commission Expires:

01-04-10



STATE OF OREGON

COUNTY OF

Multnomah

This instrument was acknowledged before me on 26 Feb 2008 by Marcia Winters as Secretary of J & M Development, LLC, as Member of SOUTHPOINT, LLC

ML Card
(Notary Public for Oregon)
My Commission Expires

01-04-10

