

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
STRATFORD PARK

105 600  
These Covenants, Conditions and Restrictions are made this 30th day of DECEMBER, 1992, by Sounder Construction, Inc., hereinafter referred to as "Declarant", as owner of the real property in Deschutes County, Oregon, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as STRATFORD PARK.

This property is being developed for residential purposes. Except where this Declaration for STRATFORD PARK conflicts with any applicable governmental or municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by applicable zoning ordinances of Deschutes County or the City of Bend, the more restrictive standard or requirement of the applicable Deschutes County or City of Bend ordinances shall apply.

SECTION 1. DEFINITIONS

1.1 STRATFORD PARK: The term "STRATFORD PARK" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 DECLARANT: The term "Declarant" shall mean the above named owner, or its successors in interest.

1.3 LOT: The term "Lot" shall mean each parcel shown on Exhibit "A" attached and by this reference incorporated herein.

1.4 DECLARATION: The terms "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for STRATFORD PARK.

1.5 HOMESITE: "Homesite" shall mean a lot as defined herein.

1.6 OWNER: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

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After Record Return to:  
First Western Title Co  
215 NW Greenwood  
Bend OR 97701

1.7 IMPROVEMENTS: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, docks, hedges, windbreaks, signs, satellite receiving antennas or dishes, storage areas and all other structures of every type and every kind above the land surface.

1.8 HUD/VA: "HUD/VA" means the U.S. Department of Housing and Urban Development/Veterans Administration.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATFORD PARK

2.1 GENERAL DECLARATION CREATING STRATFORD PARK: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit "A" is and shall be hypothecated, 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 STRATFORD PARK run with all of said real property for all purposes and shall be binding upon and insure to the benefit of Declarant and all owners, and their successors in interest as set forth in this Declaration.

SECTION 3. ARCHITECTURAL CONTROLS

3.1 APPROVAL REQUIRED: No improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained or be permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Stratford Park Homeowners Association, Inc., an Oregon non-Profit Corporation.

3.2 PROCEDURE: Any owner proposing to construct any improvements within STRATFORD PARK (including any exterior alteration, addition, destruction or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 REQUIRED DOCUMENTS: Any owner proposing to replace previously constructed improvements, to utilize, improve or develop real property within STRATFORD PARK shall submit the following items for review:

a. A site plan showing the location, size, configuration and layout of any building, structure or improvement (or, where applicable, any alteration, addition, modification or destruction thereto) including appurtenant facilities for parking, storage, fences and vehicular and pedestrian traffic and circulation.

b. Architectural plans and drawings showing the nature, style and dimensions of any building, structure, fence, wall barrier or deck (or, where applicable, any alteration, addition modification or destruction thereof), including the exterior material types, colors and appearance.

3.4 REVIEW: All plans and drawings identified in paragraph 3.3 above shall be submitted to Stratford Park Homeowners Association, Inc. (SPHA) for review prior to the performance of any proposed work. No plans shall be reviewed until all items specified in this section are submitted. Within 30 days following receipt of such plans and drawings, SPHA shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for STRATFORD PARK. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the STRATFORD PARK development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by SPHA. Any site plans, construction plans or similar plans and drawings submitted to City of Bend or Deschutes County in connection with the construction of any improvement in STRATFORD PARK must bear the prior written approval of SPHA.

3.5 ARCHITECTURAL GUIDELINES: The development concept for STRATFORD PARK shall be determined by Declarant in accordance with Section 9.1, applicable statutes, ordinances, regulations, zoning and other governmental land use controls.

3.6 INSPECTION: All work related to any building, structure or improvement within STRATFORD PARK shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant and SPHA upon organization, shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by SPHA that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. Declarant, SPHA, or

an officer, director, employee, agent or servant of SPHA shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 WAIVER: Any condition or provision of paragraph 3.2 through 3.6 above may be waived by Declarant or SPHA in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for STRATFORD PARK. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraph 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of SPHA and delivered by certified mail to the party claiming the benefit of such waiver.

#### SECTION 4. RESTRICTIONS ON USE OF PROPERTY

4.1 OCCUPANCY: No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than those specifically allowed by City of Bend or Deschutes County Ordinance.

4.2 IMPROVEMENTS: Each lot within STRATFORD PARK shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.3 APPEARANCE: All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on any lot shall be screened from view from STRATFORD PARK or other residences.

4.4 TREES: All existing trees on the common area and individual lots are to remain and shall not be removed unless diseased or creating a hazard, and if removed, shall be replaced by a juvenile or mature tree of similar species.

4.5 CONSTRUCTION AND ALTERATION: Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of SPHA. No commercial harvesting of timber or mining of any type shall be allowed.

4.6 OFFENSIVE OR COMMERCIAL ACTIVITY: No offensive or commercial activity, except as allowed by applicable ordinance, shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 SIGNS: No sign of any kind shall be displayed to public view on or from any lot without the prior written consent of SPHA, provided, however, that an owner may display not more than one (1) "For Sale" sign per lot which has a maximum area not to exceed 300 square inches, the longest dimension being not greater than 20 inches. One additional sign may be placed at the entry to Stratford Loop (the same size limitations apply). These sign regulations do not apply to sales by Declarant.

4.8 EXTERIOR LIGHTING OR NOISE MAKING DEVICE: No noise making device shall be placed on a lot or any portion thereof without the SPHA's prior written consent. No exterior lighting shall be placed in a manner which might be an impact on another residence or its view.

4.9 ANTENNAS: No television antenna, radio antenna, satellite dishes or other receiving device shall be placed on any lot without the SPHA's prior written consent. Satellite dishes may be allowed, but only in a manner that is as visually unobtrusive to other property owners as reasonably possible, and in accordance with 47 CFR 25.104.

4.10 LIMITATION ON TRANSFER: No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than six persons.

4.11 MOBILE HOMES: No house trailer, fifth wheel trailer, camper, mobile home, manufactured home, tent or other similar structure, whether permanent or temporary, shall be erected or placed on any lot. An RV storage area is available as common area on a first reserved basis.

4.12 SINGLE FAMILY RESIDENCES: No more than one single family residence shall be erected or placed on any lot.

4.13 HEIGHT RESTRICTIONS: Structures built on Lots may not exceed 17 feet, 25 feet two story, in total height (measured from the natural ground level and without addition of fill), if they are built on the ridge line or height point on the parcel.

4.14 COMMON DRIVEWAY EASEMENTS: Each reciprocal common wall lot owner is afforded an access easement over the immediately adjacent lot's common driveway as shown in Exhibit "A", and each lot owner for which there is a common driveway shall be equally responsible for maintenance of the common driveway. All driveways shall be of asphalt or similar material and be maintained in good condition. Lot 13 and Lot 36 have a single driveway and their driveways shall likewise be of asphalt or similar material, and shall be maintained in good condition.

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4.15 ELECTRIC AND TELEPHONE LINES: Electric, telephone and cable easements shall be provided for service in approximately the location as shown on attached map (Exhibit "B"). All areas of STRATFORD PARK will be required to have underground service, except that overhead lines shall be allowed where there would be minimal visual impact on others and as allowed by the City of Bend and the subject utility.

4.16 SETBACK AND LOT SIZE: All structures in STRATFORD PARK will be built a minimum of 14 feet back from Stratford Loop. All residence lot sizes are to be a minimum of 2125 square feet.

4.17 DOGS: No dog shall be allowed to run at large in STRATFORD PARK.

4.18 MINIMUM BUILDING SIZES: The minimum size for primary residence in STRATFORD PARK shall be 940 square feet. (Garages are not included in these limitations.)

4.19 VEHICLE RESTRICTIONS: No semi-trailer or other trailer, camper, mobile home, motor home, commercial vehicle, truck (other than a standard-sized pick-up truck), inoperable automobile, snow mobile, recreational vehicle, boat or similar equipment shall be permitted to remain on any part of any lot.

4.20 FIREARMS: No firearms, BB, or pellet guns, shall be discharged within any areas of STRATFORD PARK.

#### SECTION 5. COMMON AREAS

5.1 FENCING AND STORAGE AREA: In the Southeast corner of STRATFORD PARK, a fenced storage area is to be provided by Declarant. A 42" chain link fence along the Northern and Eastern property lines is to be erected by the Declarant. Field fencing will be erected along the Southern property line by Declarant.

5.2 PUMP STATION: A private pump station for sewage for the entire development will be constructed by Declarant.

a. Each lot owner is required to comply with any sewer and water service agreements executed by Declarant or SPHA and the City of Bend, as may be amended from time to time, including the obligation to pay an equal share of any sewage, irrigation, or water fees or charges, and to pay for repairs, maintenance, replacements, corrections as needed, or as required to the pump station by the appropriate regulatory or health authority.

5.3 HUD/VA REQUIREMENTS, OTHER COMMON AREAS, COMMON WALLS, ACCESS EASEMENTS, AND LIENS AND CHARGES:

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a) All common areas shall be conveyed by Declarant to SPHA free and clear of all encumbrances before HUD insures any mortgage in the subdivision.

b) A common area or bulb in the Stratford Loop cul de sac will be constructed by Declarant and each lot owner has a right and easement of enjoyment to the common area which is appurtenant to the title to the owner's or owners' respective Lot.

c) The North and North-Easterly exterior perimeter of the subdivision, Lots 1 through 17 of the subdivision, and the Westerly boundary of Lots 26, 27, 28, and 29, contain a common 5 foot easement, and the South boundary of Lots 18, 19, 20, 21, 22, 23, 24, and 25 contain a common 12 foot easement, and the Easterly Boundary of Lots 30 through 36 contain a common 15 foot easement, which shall not be fenced or in any manner obstructed, in order to facilitate access by police, security, or fire personnel, which areas shall be maintained by SPHA. Said common easements shall not merge by virtue of sole ownership by any one person or entity including declarant of two or more parcels.

d) Each lot owner shall bear an equal responsibility for costs of maintenance and repair of the aforementioned storage area, fencing, sewage or pump station, all other common areas, common access easements (not including common driveways - Paragraph 4.14), and improvements.

e) The SPHA shall have the right to record a lien and foreclose the lien in accordance with ORS 88.010 et. seq. for any unpaid assessments, fees or charges for maintenance and repair of the aforementioned pump station, fencing, and improvements, and for maintenance and insurance of the common areas, storage area, and for access easement maintenance. Said lien shall be subordinate to the lien of any 1st position mortgage. Mortgagees are not required to collect any assessments.

f) Failure to pay assessments does not constitute a default under any insured mortgage.

g) In the event a lot owner fails to pay any charges or assessments made, when due, the SPHA is required and empowered to enforce and collect said liens on not less than an annual basis against the subject lot, and/or personally against the Lot owner or owners at the time the charge accrued, and may recover in addition to costs and disbursements, reasonable attorney's fees.

h) All and any portions of any common area cannot be mortgaged or conveyed without consent of at least 2/3 of the Lot owners (excluding the Declarant) and so long as a Class B membership with HUD/VA exists, not without consent of HUD/VA.

i) SPHA may insure against liability the common areas, and absolute liability is not imposed on Lot owners for damages to or injury occurring upon common areas.

j) Where common walls exist each reciprocal Lot owner shall have an equal responsibility to maintain, repair and replace said wall, except for negligent or willful damage occasioned by an adjoining owner, their agents, contractors, licensees, invitees or trespassers on the adjoining Lot. No common wall owner shall bore, drill, alter, damage or injure in any fashion a common wall.

k) Annexation of additional properties, dedication of common area, Amendment of these Declarations and Covenants require HUD/VA approval so long as a Class B membership exists.

#### SECTION 6. STRATFORD PARK HOMEOWNERS' ASSOCIATION, INC.

##### 6.2 FORMATION OF STRATFORD PARK HOMEOWNERS' ASSOCIATION, INC. AN OREGON NON-PROFIT CORPORATION:

a. Declarant has formed an Oregon non-profit organization called the Stratford Park Homeowners' Association, Inc. (SPHA). SPHA shall be governed by a three person board of directors. Each Lot owner is automatically granted membership in SPHA and a voting right in SPHA. Corporate stock shall not be issued.

b. Persons eligible for the Stratford Park Homeowners Board shall be limited to owners of any lot within STRATFORD PARK. After three Lots have been conveyed or sold, Declarant shall hold a meeting of SPHA and then conduct an election of the board of directors. The three nominees obtaining the three highest vote totals shall constitute the initial board of directors.

c. Declarant's HUD/VA Class B membership (Declarant's weighted vote) ceases and converts to Class A membership upon the earlier of the following:

- 1) 75% of the Lots are sold/deeded to homeowners.
- 2) Twenty four months after recordation of these declarations.

d. The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within STRATFORD PARK. Each Lot owner shall have the right to cast one vote for each Lot owned. In the event a Lot is owned by more than one owner, the majority of owners votes shall control. In the event of deadlock, the owners' vote shall not be counted. The initial board of directors shall meet within thirty days after their election and may at that time adopt any governing documents including guidelines, procedures, rules and regulations relating to the architectural, landscaping, signing and lighting controls



within STRATFORD PARK.

d. SPHA shall have the right to, in accordance with Oregon Law, as fixed by their Board of Directors from time to time, assess each Lot owner a uniform fee to pay for common area maintenance, insurance, and maintenance expenses for the pump station, fencing and improvements, to effectuate enforcement of the Covenants and Restrictions, and to record therefore a lien on the respective Lot. The lien may be foreclosed by suit in the Circuit Court, Deschutes County, State of Oregon in the event it is not paid when due, due date to be determined by the Board, and in the event of foreclosure, the SPHA may be entitled to collect its actual costs and disbursements incurred in addition to reasonable attorney's fees and as provided in paragraph 5.3 (e) above.

### 6.3 FAILURE TO ORGANIZE-DISSOLUTION:

a. In the event Declarant is unsuccessful in organizing the Board of Directors of SPHA within the organizational period specified above, Declarant shall have no further responsibilities relating to the SPHA and the SPHA shall be organized exclusively by the owners of lots within STRATFORD PARK. Such failure of organization of the SPHA shall not affect the existence of the SPHA or the effectiveness of this Declaration.

b. In the event the SPHA dissolves, as well as at any other time, any individual lot owner, or group of lot owners, may enforce in a court of competent jurisdiction, these declarations, covenants and restrictions. No special injury or monetary damage need be shown to enforce the covenants, conditions and restrictions.

c. The assets of SPHA upon dissolution can only and shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

### SECTION 7. DURATION AND AMENDMENT OF THIS DECLARATION

7.1 DURATION: The Covenants, Conditions and Restrictions of STRATFORD PARK shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of the Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless

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within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for STRATFORD PARK are terminated as set forth above in this section.

7.2 AMENDMENT: This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any part thereof upon the written consent of the owners of 2/3 of the lots subject to these Restrictions. So long as a Class B membership exists, approval of HUD/VA is required before any Amendment to these declarations may become effective.

7.3 Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

#### SECTION 8. ENFORCEMENT

8.1 These declarations shall be specifically enforceable by Declarant, SPHA as above provided, or by any owner of any lot in STRATFORD PARK. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

8.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

#### SECTION 9. DEVELOPMENT CONCEPT - CITY OF BEND MASTER PLAN

9.1 The intention of the Declarant is that STRATFORD PARK will be developed with conventional, zero lot line or common wall homes and as a HUD/VA project. No unconventional or controversial designs will be allowed, and HUD/VA regulations shall control. The Lot owners shall further not violate the City of Bend master plan for five years from date of recordation hereof. (City of Bend File P-3-92/C-7-92/V-45-91).

#### SECTION 10. EFFECT OF DECLARATION

10.1 The Covenants, Conditions and Restrictions of this declaration shall run with the land included in STRATFORD PARK and shall bind, benefit and burden each Lot and the common areas in STRATFORD PARK. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot, their successors, assigns,

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heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in STRATFORD PARK. The use restrictions and regulations set forth in Section 3 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as STRATFORD PARK and their successors in interest as set forth in this declaration, including any person who holds such interest as security for the payment of an 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.

DATED this 30<sup>th</sup> day of DECEMBER, 1992

Doug Dickinson Pres  
Doug Dickinson, President  
SOUNDER CONSTRUCTION, INC.  
An Oregon Corporation

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_

Mortgagee

Mortgagee

STATE OF OREGON )  
County of Deschutes ) s.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 1992, by Douglas L. Dickenson.



Terry L. Blackwell  
Notary Public for Oregon  
My Commission Expires:

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

287 - 0652

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:

93 JAN -4 PM 3:59

MARY SUE PENHOLLOW  
COUNTY CLERK

BY *Wallaw* DEPUTY  
NO. 93-00170 FEE 60<sup>00</sup>  
DESCHUTES COUNTY OFFICIAL RECORDS