

SUNRIDGE

COVENANTS, CONDITIONS, AND RESTRICTIONS

These **COVENANTS, CONDITIONS, AND RESTRICTIONS** are made this 2nd day of June, 1995, by SUNBIRD, INC. as the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties mutually beneficial restrictions for the benefit of said property, and its present and subsequent owners, and will convey said property subject thereto.

Now, therefore, Declarant hereby declares that all of the subject property is and shall be held, sold, and conveyed upon subject to the following easements, conditions, covenants and restrictions and reservations. These are for the purpose of protecting the value and desirability of the property and shall run with the real property. They shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of and be limitations upon all future owners.

ARTICLE I: DEFINITIONS

1.1 SUNRIDGE:

The term "SUNRIDGE" shall mean all of the real property as platted within the subdivision made subject to this declaration.

1.2 DECLARANT:

The term "DECLARANT" shall mean SUNBIRD, INC. or successors in interest.

1.3 LOT:

The term "LOT" shall mean each lot described on a subdivision map or any alteration thereof as may be made by a valid lot line adjustment.

1.4 HOMESITES:

The term "HOMESITES" shall mean the location of a house deemed by Declarant.

1.5 OWNER:

The term "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.

1.6 IMPROVEMENTS:

The term "IMPROVEMENTS" shall include, but not be limited to, any structures on the property including buildings, fencing, barriers, driveways, storage areas, and landscaping.

1.7 COMMON AREA:

Common Area shall mean all real property that is owned in undivided interest for the use and enjoyment of the Owners.

1.8 MEMBER shall mean a property owner and automatically a member of the Homeowner's Association.**1.9 BY LAWS** shall refer to the By-Laws of SUNRIDGE.**ARTICLE II: ARCHITECTURAL CONTROLS****2.1 ARCHITECTURAL CONTROL COMMITTEE:**

A Board of Directors (Committee) is hereby established. It shall initially be the Declarant and/or his designated appointee(s).

At the point where one hundred percent of the lots have been sold, three resident owners shall be designated as the continuing committee. A majority of the committee may designate a Representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed. In the event that deaths or resignations of all members of the committee occurs without successors having been appointed, the owners shall have the power to designate successors.

At any time, the present owners of at least two-thirds of the lots shall by written and signed order, have the power through a duly recorded instrument to change the membership of the Committee, withdraw from the Committee, or restore to it any of its powers and duties or change the Covenants contained herein.

2.2 DUTIES AND RULES: The Committee shall consider and act on all matters submitted to it pursuant to this Declaration. The Committee, by unanimous vote, from time to time and at its sole discretion, adopt, amend, and repeal rules and regulations to be known as the Committee rules establishing its operation procedures. Such rules shall have the same effect as if set forth herein.

2.3 APPROVALS REQUIRED:

No improvement shall be erected, placed, altered, maintained, or 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 Committee.

2.4 PROCEDURE:

Any owner proposing to construct any improvements within the SUNRIDGE subdivision (including any exterior modification, alteration, addition, destructions or modification thereof) shall follow the procedures as required by paragraphs 2.5 and 2.6 below. Failure to follow these procedures shall be deemed a breach of this Declaration.

2.5 REQUIRED DOCUMENTS:

- (a) A site plan showing the location, size, configuration, and layout of any structure or improvement (or, where applicable, any alteration, addition, modification, or destruction thereof).
- (b) Architectural plans and drawings showing the nature, style, and elevations and dimensions of any improvement including the material types, colors and appearance.
- (c) A landscape plan showing the nature, size, type, layout, and site lighting.

2.6 REVIEW:

All plans and drawings shall be submitted to the Committee for review prior to the performance of any work. Within 30 days of the receipt and acknowledgment of all documents, the Committee shall review and inform the owner in writing whether the plans conform to the development concept of SUNRIDGE. In the submit. Any plans that require the approval of any governmental agency (such as Deschutes County) must bear the approval of the Committee prior to submitting the plans to the County or its agencies.

2.7 NON-WAIVER:

Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

2.8 LIABILITIES:

Neither the Committee or any member thereof shall be liable to any owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to

act of the Committee or member thereof provided that only the member, in accordance with actual knowledge possessed by him, has acted in good faith.

2.9 WAIVER:

The Committee may waive the requirement for review of proposed improvements on any lot by taking no action within thirty (30) days of any application for approval of plans by lot owner.

ARTICLE III: ARCHITECTURAL GUIDELINES

3.1 (a) Building Location: No building shall be erected any portion of which is nearer than forty (40) feet from a rear lot line, nor nearer than twenty-five (25) feet from a side lot line. Exceptions:

1. Lot 6 shall meet minimum county rear lot requirements.
2. Lot 16 shall have a building setback of fifty (50) feet along the westerly boundary and seventy-five (75) feet for a distance of one hundred (100) feet along the northernmost boundary from the northwest corner.

(b) Building size: No residence shall be constructed of any less than 1600 square feet of living area, exclusive of garages. Each residence is required to have a minimum two-car garage.

(c) Building Completion: Once actual construction has begun, the owner must complete construction, ready for occupancy, within one year.

(d) Roofs: Roofs shall be required to have a Class A fire rated covering.

(e) Exterior Walls: Shall be approved by the Committee. No metal, or plywood siding will be allowed.

(f) Exposed Masonry: Shall be reviewed by the Committee for compatibility. No concrete or concrete block will normally be allowed.

(g) Colors: It is the intention that exterior colors shall be compatible with neighboring homes.

(h) Driveways: Shall be asphalt, concrete, or concrete pavers. No cinders or dirt will be allowed.

(i) Fences: Private enclosures shall be allowed. These enclosures shall be six (6) feet or less in height measured from the natural contour of the ground. Boundary fences of an open nature only will be allowed. All fences will be of a wood material and approved by the committee. The Committee shall have final approval of type of fence and location.

(j) Appearance: All garbage, trash, cuttings refuge, garbage containers, and clothe drying apparatus shall be screened from view of neighboring lots. Each lot and its improvements shall be maintained in a clean and attractive fashion so as not to create a fire hazard or visual nuisance to the neighborhood.

(k) Exterior Lighting: Shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby.

(l) Type of Building: No mobile home or manufactured home shall be allowed on the Sunridge subdivision.

ARTICLE IV RESTRICTIONS ON USE OF PROPERTY

4.1 No offensive or commercial activity shall be permitted nor anything be done which may be or become an annoyance to the other owners.

4.2 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot with the exception of dogs, cats, or household pets which may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Owners of pets that create a nuisance and/or disturb the peace and tranquility of the Sunridge community may be required to remove their pets from SUNRIDGE.

4.3 No parking or storage of incapacitated motor vehicles. No overnight parking of vehicles used for commercial purposes greater than one ton rating unless screened from view.

4.4 No firearms of any kind shall be discharged within SUNRIDGE subdivision except in those areas designated in writing by the Board of Directors.

4.5 Operation of "off-road" motorized vehicles is prohibited within the SUNRIDGE subdivision except for those areas designated in writing by the Board of Directors.

4.6 ESTABLISHMENT OF FINES.

A violation of any of the restrictions as per Article IV shall be punishable by a fine not to exceed \$500.00.

**ARTICLE V
GENERAL PROVISIONS**

5.1 ENFORCEMENT: Any owner or the owner of any recorded mortgage of any lot shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions now or hereinafter imposed by the provisions of this Declaration. Failure of any owner to enforce any Covenant or restriction herein contained shall in no manner be deemed a waiver of the right to do so thereafter.

5.2 SEVERABILITY: Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any provision which shall remain in full force and effect.

5.3 NO RIGHT OF REVISION: Nothing contained in this Declaration or in any form of deed which may be used by Declarant, its successors or assigns, in selling said property or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion or re-entry for breach of violation of any or more of the provisions thereof.

5.4 REMEDY: Any owner or the owner of record of any recorded mortgage upon any part of said property shall have the following remedy in the event of discovery of violation of restrictions and covenants. Upon discovery of a violation, any owner may give written notice by registered mail to the owner of the lot in breach. If the owner in breach then fails to correct such violation within ninety (90) days, the owner may enter upon the property and cause such work or changes to be made in order to bring offending property into compliance. The owner may then cause the expense of such work to be filed as a lien against the offending property.

5.5 RECOVERY: In the event that legal suit or action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover reasonable attorney's fees and court costs.

**ARTICLE VI
EFFECT OF DECLARATION**

The covenants, conditions, and restrictions of this Declaration shall run with the land and shall bind, benefit, and burden each lot in SUNRIDGE. 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 in SUNRIDGE, their successors,

assigns, heirs, administrators, executors, mortgagees, lessees, invitees, or any other party claiming or deriving any right, title, or interest or use in or to any real property in SUNRIDGE. The use restrictions and regulations of this Declaration shall be binding upon all owners, lessees, licensees, occupants and users of the property and their successors in interest, including any person who holds such interests as security for the payments of any obligation including the mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise any other person taking title from such security holder.

IN WITNESS THERETO, the undersigned, the owner of all said property has hereunto caused these present to executed this 2nd day of June, 1995.

SUNBIRD, INC.

By: [Signature]
David R. Madrigal
President

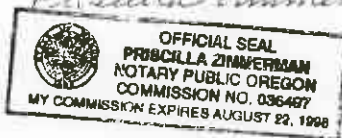
State of Oregon, County of Deschutes:

The foregoing instrument was acknowledged before me this 2nd day of June, 1995.

By: David Madrigal

Notary Public for Oregon

My Commission expires: 8-22-98



STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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:

95 JUN -9 PM 12:59

BY: [Signature] DEPUTY
NO. 95-20034 FEE 35.00
DESCHUTES COUNTY OFFICIAL RECORDS

10-
RECORDED BY
WESTERN TITLE & TRUST CO
95-757

391 - 1287

95-40371

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SUNRIDGE SUBDIVISION as Recorded on June 9, 1995, Document 375-2179

The following replaces Article 5.4 in Document 375-2179.

5.4 REMEDY: Any owner or the owner of record of any recorded mortgage upon any part of said property shall have the following remedy in the event of discovery of violation of restrictions and covenants. Upon discovery of a violation, any owner may give written notice by registered mail to the owner of the lot in breach, and copy the Architectural Control Committee (ACC). If the owner in breach then fails to correct such violation within ninety (90) days, the ACC may then assess a fine against the owner as provided in Section 4.6. If the violation continues, then the ACC can re-assess additional fines every 90 days while the violation continues. Fines not paid within 10 days of written notice for payment shall constitute a lien upon the property and shall bear interest at 9% per annum until the fine or fines are paid. The lien may be foreclosed upon as provided by law and any legal fees incurred shall be paid by the offending owner as awarded by the court. Note: If the offending owner is a member of the ACC, then offending owner shall be automatically terminated from the ACC upon notification of violation. Replacement of offending owner shall be in accordance with article 2.1.

IN WITNESS THERETO, the undersigned, the owner of all said property has hereunto caused these present to executed this 7th day of NOVEMBER 1995.

SUNBIRD, INC.

By [Signature]

David R. Madrigal, President



State of Oregon, County of Deschutes:

The foregoing Instrument was acknowledged before me
this 17th day of Nov, 1995.

By: [Signature]

Notary Public for Oregon.

My Commission expires 2-28-98.

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:

95 NOV 17 PM 3:38

MARY SUE PENHOLLOW
COUNTY CLERK

BY *M. Penhollow* DEPUTY
NO. 95-40371 FEE 10-
DESCHUTES COUNTY OFFICIAL RECORDS