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01/13/2005 03:45:34 PM

D-CCR Cnt=1 Stn=26 SHIRLEY
\$85.00 \$11.00 \$10.00 \$5.00 \$20.00

After Recording Return to:
Jim and Tammy Bell
PO Box 177
Sisters, OR 97759

Send Tax Statement to:
No change

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made on the date of execution hereof by the undersigned who are all of the owners of lots in the Timber Creek Subdivision, located in Sisters, Oregon, and more particularly described below, hereinafter referred to as "Declarants".

Declarants are the owners of all the platted lots; Lots 1, 2, 3, 4, 6, 7, 8, 9, and 10, Timber Creek Subdivision, Deschutes County, the final plat of which was recorded on February 2nd, 2001 at Volume 2001, Pages 5073, Deschutes County Records ("the Subject Property" and also known as "the Lots", "Timber Creek" and "the Subdivision").

Declarants hereby declare that the Subject Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties. These easements, covenants, conditions and restrictions shall run with the Subject Property and be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of, be imposed upon and pass to the successor in interest of each and all of said Lots as a servitude in favor of and enforceable by Declarants, their successors and assigns, and the owner or owners of any other such Lots.

THEREFORE, the following restrictions, rights and limitations shall apply to the use, development and occupancy of the Subject Property .

1.0 Restrictions on Use of Property. The following restrictions shall apply to the Lots:

- 1.1 Each Lot shall be used for single family residential purposes only, except Lots that are designated specifically for "single or duplex".
- 1.2 Mobile homes, manufactured homes, or other such dwellings may not be placed or parked upon any Lot in Timber Creek. Campers, travel trailers, recreation vehicles, boats, horse trailers, utility trailers, motorcycles, snowmobiles, all-terrain vehicles and any trailers related to the above, may be parked on the Owner's Lot if screened from view by passers by or any neighbors. One motor home or travel trailer may be parked in the driveway for up to 48 hours.

Subject: Declaration of Covenants, Conditions, and Restrictions

Recorded by Western Title as an accommodation only. No liability accepted for condition of title or validity, sufficiency or affect of document.

- 1.3 Not more than one double or triple garage shall be constructed on any Lot in the Subdivision. Each Lot must have a minimum of a two car garage, but the garage shall not exceed 1,000 square feet. The garage may either be attached or detached.
- 1.4 All driveways must be paved using concrete, asphalt or pavers.
- 1.5 All landscaping must be completed within 120 days of receiving a Certificate of Occupancy of home. Plans are to be submitted to the Architectural Review Committee.
- 1.6 Buildings must be suitable for year around use and must be built on permanent foundation, consisting of concrete, brick, pumice blocks or stone masonry. Pitch of the roof and size and spacing of ceiling joists must be adequate to withstand heavy snow packs. Roofing, siding and trim material and color must be reviewed by the Architectural Review Committee. All buildings, fences and improvements must be constructed in a workmanlike manner and kept in a condition of good repair.
- 1.7 The floor area of constructed residences shall not be less than 1400 square feet exclusive of the one story porches and garages. The floor area and building height shall be reviewed by the Architectural Review Committee prior to construction.
- 1.8 All structures must maintain a minimum setback front, side and rear lot property lines in accordance with the ordinance of the appropriate governing body.
- 1.9 All structures to have wood, wood-like or masonry siding. Home street fronts are to be finished with timber frame/craftsman style and beveled wood. Shakes are acceptable. Exposed portion of foundation must be sided if more than 8 inches above the ground.
- 1.10 No mercury vapor or similar type yard light may be installed. Incandescent yard lights must be switched, and may not be left burning except briefly at night and must be screened so as to shine downward only.
- 1.11 All stove and fireplace flues to be wrapped by natural materials with spark arresters. Materials to be approved by the Architectural Review Committee. No stove pipe projections will be permitted.
- 1.12 Except for 18" satellite dish of dark color, no outside radio antenna, television antenna or satellite dish may be installed.

- 1.13 No solid lot perimeter fences over five feet in height shall be installed and only on rear yards. Solid fencing shall be double faced. Perimeter decorative non-solid fencing shall be no higher than three feet. Perimeter fencing must be natural wood or wood-like material. A solid fence no more than six feet high of material matching home and attached to home to enclose service areas, garbage cans, wood piles, etc. is permitted.
- 1.14 All lot Owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality applicable to fire protection, building construction, water, sanitation and public health.
- 1.15 No trade, craft, business, profession, commercial, noxious, offensive or similar activity of any kind which constitutes an annoyance or nuisance shall be conducted on any Lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining a personal professional library, keeping their personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in the Owner's home. Nor shall this provision be construed so as to prohibit an Owner from parking one vehicle displaying advertising used in the Owner's business in Owner's garage or other permitted screened enclosure.
- 1.16 The cutting or removal of living trees will only be permitted when necessary for the construction of buildings or a thinning for the beautification of the property and with the approval of the Architectural Review Committee. A plan showing the Lot, location and identification of the tree or trees to be cut or removed must be submitted to the Architectural Review Committee at least 30 days in advance of the intended cutting or removal date.
- 1.17 All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other services facilities shall be screened from the view of neighboring lots and streets. Rubbish and garbage must be kept in a suitable container and removed from the premises.
- 1.18 No more than one sign shall be permitted for each Lot. The text shall be limited to the Owner's name or name of residence. The dimensions of the sign shall be the minimum required to present the text and letters, not exceeding four inches in height, except each lot shall be allowed one for sale sign placed at the front property line. During construction, the owner's builder may have only one sign on the home site meeting the criteria as stated above. There are to be no subcontractor, lender or supplier signs. Painting and design of signs (both builder and for sale) shall be professional in nature. Plastic or cardboard store bought or "handmade" for sale signs are not permitted.

"For Rent" or "For Lease" signs are not permitted.

Under no conditions may signs be mounted or nailed to a tree.

All signs must be removed upon sale of the property and/or upon completion of the construction project or at the direction of the Architectural Review Committee.

- 1.19 No unlicensed or disabled vehicle shall be permitted to be parked in view of neighboring lots and streets.
- 1.20 No pets or domestic animals shall be permitted to run loose or unattended. Owners of pets shall be responsible for compliance with all leash laws and other laws related to the control of pets. No animals shall be kept or raised on any Lot except household pets.
- 1.21 The shooting of firearms within the Subdivision is prohibited.

2.0 Architectural Review Committee. The restrictions set forth in Section 1 shall be administered by an Architectural Review Committee that functions with the following rules and guidelines:

- 2.1 *Improvements.* No improvement, (or new structure), shall be erected, placed, altered, maintained, or permitted until final plans and specifications have been submitted to and approved in writing by Architectural Review Committee.
- 2.2 *Required Documents.* Any Owner proposing to utilize, improve or develop real property within Timber Creek 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 with elevations showing the nature, style and dimensions of any building, structure, fence, wall, barrier or deck, including the exterior material types, colors and appearance. The scale of plans shall be 1" = 20' or larger. Exterior colors to blend and

harmonize with surrounding landscape. Color samples and material samples shall be provided. Nothing contained herein shall be construed to require an Owner to employ the services of a licensed architect if the requirements of this section can be met by other professionals or the Owner.

- 2.3 *Plan Review.* All plans and drawings identified in 2.2 above, shall be submitted to the Architectural Review Committee for review prior to the performance of any proposed work. Within 2 weeks following receipt of such plans and drawings, the Architectural Review Committee shall review the plans and shall inform the Owner in writing whether the plans conform to the development concept for Timber Creek. The general development concept for Timber Creek is Craftsman style single family homes. In the event any of the plans do not conform to the property development concept, the Owner, upon request by the Architectural Review Committee, shall resubmit those nonconforming portions of the plans for review in accordance with the procedures outlined in section 2.2 above and this section. No work may be performed relating to any improvement unless and until all aspects of all plans and drawings requiring approval are submitted to and approved by the Architectural Review Committee, and the plans and drawings must bear the signature showing prior written approval of the Architectural Review Committee.
- 2.4 *Architectural Guidelines.* Once approval has been given pursuant to section 2.3 above, work may proceed in accordance with approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration and may be altered or amended from time to time by a 75% vote of the Declarants.
- 2.5 *Inspection.* All work related to any building, structure or Improvement shall be performed in strict conformity with the plans and drawings approved under section 2.4 above. The Architectural Review Committee shall have the right to inspect any such work to determine its conformity with the approved plans and drawings. In the event that it is determined in good faith by The Architectural Review Committee that certain work is nonconforming, a stop work notice may be issued to the Owner, without necessity of a court order, which shall request the Owner to correct all nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. The Declarants or any owner may seek a temporary restraining order or injunction, if necessary, to correct or stop the nonconforming work or Improvement.

- 2.6 *Waiver.* Any condition or provision of sections 2.2 through 2.6 above, may be waived by Declarants by a 75% vote. Any waiver shall be in general conformity with the development concept and development standards for Timber Creek. 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 section 2.2 through 2.6. The granting of a waiver as to one Owner shall not automatically entitle any other Owner to a waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representatives of Declarants and delivered to the party claiming the benefit of such waiver.
- 2.7 *Architectural Review Committee.* The Declarants, by a 75% , shall select three (3) Lot Owners who shall serve for at least one year as the initial Architectural Review Committee during which time the initial Committee shall enact bylaws by which the Committee will thereafter conduct its duties and responsibilities, providing that a 75% majority of the Lot Owners may, at anytime and by execution of a written document, reverse, modify, amend or otherwise change a decision of the Committee. The Lot Owners shall have responsibility for appointment and removal of members of the Architectural Review Committee. The Architectural Review Committee shall consist of not less than three persons. If the membership fails to appoint the members of the Architectural Review Committee, all of the Owners of Lots 1-4 and 6-10 shall serve as the Committee for that particular development proposal and decisions are to be made by a 75% majority vote.
- 2.8 *Majority Action.* Except as otherwise provided herein, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Architectural Review Committee, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the Architectural Review Committee. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

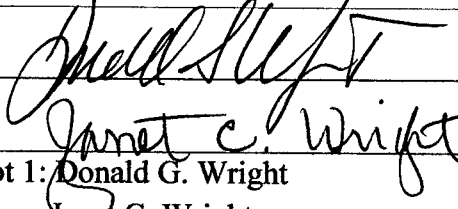
- 3.0 Remedies and Binding Effect.** Any owner of a Lot within the Subdivision shall have the right to enforce by any proceeding in law or equity, all of the conditions, covenants, rights, limitations and restrictions now or hereafter imposed by the provisions of this Declaration. Failure to enforce any of the provisions hereof shall in no event be deemed a waiver of the right to do so thereafter. All of the conditions, covenants, rights, limitations and restrictions contained in this document shall be binding upon, apply and inure to the benefit of, the successors and assigns of the respective parties hereto.
- 4.0 Legal Proceedings.** If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Declaration, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceedings, and on any appeal thereof, in addition to the costs and disbursements allowed by law.
- 5.0 Amendment.** Any provision of this Declaration may be amended, added to, or deleted by a 75% majority vote of the fee owners of the Lots within the Subdivision, i.e. owners of 7 of the 9 Lots within the Subdivision must approve any amendment to this Declaration.

DATED this _____ day of _____, 2004.

DECLARANTS

<hr/> <hr/> Lot 1: Donald G. Wright Janet C. Wright	<hr/> <i>Jim E Bell</i> <hr/> <i>Tammy M Bell</i> <hr/> Lot 6: Jim E. Bell Tammy M. Bell
<hr/> <i>Thomas Hale Womack</i> <hr/> <i>Rebecca L. Womack</i> <hr/> Lot 2: Thomas Hale Womack Rebecca L. Womack	<hr/> <i>Christopher Mayes</i> <hr/> <i>Molly Mayes</i> <hr/> Lot 7: Christopher Mayes Molly Mayes
<hr/> <i>Thomas L. Ross</i> <hr/> <i>Elizabeth Michelle Ross</i> <hr/> Lot 3: Thomas L. Ross Elizabeth Michelle Ross	<hr/> <i>Lorena Rodriguez</i> <hr/> <i>Rafael Rodriguez-Mendez</i> <hr/> Lot 8: Lorena Rodriguez Rafael Rodriguez-Mendez
<hr/> <hr/> Lot 4: Daniel J. Barrett Shawn D. Barrett	<hr/> <i>Cynthia Hydes</i> <hr/> <i>D.B. Hydes</i> <hr/> Lot 9: David B. Hydes Cynthia E. Hydes
	<hr/> <hr/> Lot 10: Keith E. Kilimann Mary L. Killimann

DECLARANTS

<div>_____</div> <div></div> <div>Lot 1: Donald G. Wright Janet C. Wright</div>	<div>_____</div> <div>_____</div> <div>Lot 6: Jim E. Bell Tammy M. Bell</div>
<div>_____</div> <div>_____</div> <div>Lot 2: Thomas Hale Womack Rebecca L. Womack</div>	<div>_____</div> <div>_____</div> <div>Lot 7: Christopher Mayes Molly Mayes</div>
<div>_____</div> <div>_____</div> <div>Lot 3: Thomas L. Ross Elizabeth Michelle Ross</div>	<div>_____</div> <div>_____</div> <div>Lot 8: Lorena Rodriguez Rafael Rodriguez-Mendez</div>
<div>_____</div> <div>_____</div> <div>Lot 4: Daniel J. Barrett Shawn D. Barrett</div>	<div>_____</div> <div>_____</div> <div>Lot 9: David B. Hydes Cynthia E. Hydes</div>
<div>_____</div> <div>_____</div> <div></div>	<div>_____</div> <div>_____</div> <div>Lot 10: Keith E. Kilimann Mary L. Killimann</div>

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____, 200__ by

Lot 1;

Donald G. Wright
Donald G. Wright

Janet C. Wright
Janet C. Wright

Notary Public for Oregon

My commission expires: _____, 200__

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____, 200__
by Lot 2; _____

Thomas Hale Womack
Thomas Hale Womack

Rebecca L. Womack
Rebecca L. Womack

Notary Public for Oregon

My commission expires: _____, 200__

Subject: Declaration of Covenants, Conditions, and Restrictions

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Luis Obispo

SS.

On

01-04-05

Date

before me,

Bonita K. McGonagill, N.P.

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Janet C. Wright ; Donald G. Wright

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Bonita K. McGonagill
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Declaration of CC&R

Document Date:

12-31-04

Number of Pages:

14

Signer(s) Other Than Named Above:

Womack / Ross / Barrett

Capacity(ies) Claimed by Signer

Signer's Name:

Janet C. ; Donald G. Wright

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

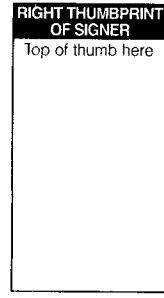
☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____, 200__ by

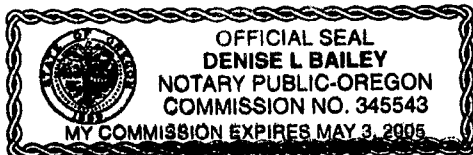
Lot 1; _____
Donald G. Wright

Janet C. Wright

Notary Public for Oregon
My commission expires: _____, 200__

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 28, 2004
by Lot 2; Thomas Hale Womack
Thomas Hale Womack
Rebecca L. Womack
Rebecca L. Womack

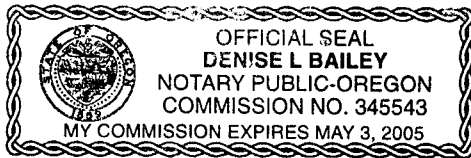


Denise L. Bailey
Notary Public for Oregon
My commission expires: 5/3, 2005

Subject: Declaration of Covenants, Conditions, and Restrictions

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 27, 2004
by Lot 3; Thomas L. Ross
 Elizabeth Michelle Ross
 Thomas L. Ross
 Elizabeth Michelle Ross



Denise L. Bailey
Notary Public for Oregon
My commission expires: 5/3, 2005

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____, 200____
by Lot 4: _____
 Daniel J. Barrett

 Shawn D. Barrett

Notary Public for Oregon
My commission expires: _____, 200____

Subject: Covenants, Conditions, and Restrictions

STATE OF OREGON)
) ss.
County of Deschutes)

 This instrument was acknowledged before me on _____, 200____
by Lot 3; _____
 Thomas L. Ross

 Elizabeth Michelle Ross

Notary Public for Oregon
My commission expires: _____, 200____

STATE OF OREGON)
) ss.
County of Deschutes)

 This instrument was acknowledged before me on 7 Jan, 2005
by Lot 4: *Daniel J. Barrett*
 Daniel J. Barrett
 Shawn D. Barrett
 Shawn D. Barrett



Jennifer D. Moss
Notary Public for Oregon

Subject: Covenants, Conditions, and Restrictions

STATE OF OREGON)
) ss.
County of Deschutes)

 This instrument was acknowledged before me on December 29, 2007
by Lot 6; _____
 Jim E. Bell

 Tammy M, Bell



Tiana L. Van Landuyt
Notary Public for Oregon
My commission expires: 5-21, 2006

STATE OF OREGON)
) ss.
County of Deschutes)

 This instrument was acknowledged before me on January 6, 2005
by Lot 7; _____
 Christopher Mayes

 Molly Mayes



Tiana L. Van Landuyt
Notary Public for Oregon
My commission expires: 5-21, 2006

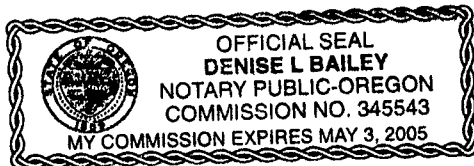
Subject: Declaration of Covenants, Conditions, and Restrictions

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on Jan 10, 2005
by Lot 8; _____

Lorena Rodriguez

Rafael Rodriguez-Mendez



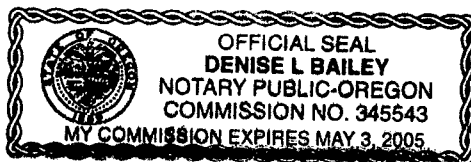
Denise L. Bailey
Notary Public for Oregon
My commission expires: 5/3, 2005

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on December 23, 2004
by Lot 9; D. B. Hydes

David B. Hydes

Cynthia E. Hydes
Cynthia E. Hydes



Denise L. Bailey
Notary Public for Oregon
My commission expires: 5/3, 2005

Subject: Covenants, Conditions, and Restrictions

STATE OF OREGON)
) ss.
County of Deschutes)

 This instrument was acknowledged before me on December 29, 2004
by Lot 10; Keith E. Kilimann
 Keith E. Kilimann
Mary L. Kilimann
 Mary L. Kilimann



Angela D Ward
Notary Public for Oregon
My commission expires: sep 17, 2006