

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-57454

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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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## Declaration of Covenants, Conditions & Restrictions

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709

**THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
SUPERCEDE AND REPLACE THE DOCUMENT RECORDED AS A PLANNED  
COMMUNITY SUBDIVISION DECLARATION, PREVIOUSLY RECORDED ON  
JULY 31, 2002, IN BOOK 2002, PAGE 41180, DESCHUTES COUNTY OFFICIAL  
RECORDS.**

This Declaration made this 16<sup>th</sup> day of October, 2002 by Sunset Ridge Village, LLC., hereinafter called "Declarant".

WHEREAS, the undersigned is the owner of that certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "said property", more particularly described as follows:

Willow Springs, Phase I, Subdivision as recorded in Book 2002, Page 40229, Official Records of Deschutes County, Oregon.

NOW, THEREFORE, the undersigned hereby declare that all of said property is and shall be held, sold, and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability, and aesthetic quality of said property. These conditions, covenants, restrictions, reservations and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein:

### USE AND OCCUPANCY

#### 1.1 LAND USE AND BUILDING TYPE

Applicable to all lots, no residence shall be constructed or maintained on any lot or building site other than on single family dwelling, not to exceed two stories above grade, together with an attached garage for not less than 2 cars. No residence shall have a total floor space of less than 1,100 square feet, exclusive of garages, if the residence consists of one story. Residences having two stories or daylight basements shall have not less than 400 square feet on the main floor level and shall contain a total of not less than 1,200 square feet. Split level residences (i.e. tri-level) shall be considered a one story within the meaning of this covenant. Each residence shall have a minimum of two off-street parking spaces. A variance of up to 15% will be granted for unique circumstances and problem lots. The architectural review committee will make all final determinations for variances approved under this provision.

#### 1.2 ROOF AND SIDING

All residences must have Comp shingles or better. The structures shall have siding materials i.e. double construction on Front Siding may be Cedar, Smartside, Hardplank, Stucco or Brick. Declarant reserves the right to grant variances for roof and siding materials so long as the substitution is to be equal or of greater quality than those

AFTER RECORDING  
RETURN TO:  
FATCO  
Attn: GARY FEAGANS

RECORDED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON AS AN  
ACCOMODATION ONLY. NO LIABILITY IS  
ACCEPTED FOR THE CONDITION OF TITLE  
OR FOR THE VALIDITY, SUFFICIENCY, OR  
EFFECT OF THIS DOCUMENT

specified herein. No vinyl or metal siding or roofing materials will be allowed. All roof pitches will be 5/12 minimum.

### 1.3 RUSTIC EXTERIORS

- a. Color must be approved by the Site Review Board on exteriors of all buildings.
- b. Conformity to other dwellings.
- c. All roofs to be architectural composition or better with color to be approved by Site Review Board.

### 1.4 UTILITIES

Easements for the installation of utilities and drainage facilities are reserved on various lots as indicated on the plat. Within these easements, no structure, fencing, planting or materials shall be placed or permitted to remain which may damage or interfere with the installing or maintenance of utilities or which may change the direction of water flow through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

All telephone, power lines, natural gas and television cable connections shall be placed underground. Television antennas and satellite dishes above the roof line are expressly prohibited.

### 1.5 COMPLETION AND OCCUPANCY TIME

Construction of the dwelling shall be substantially completed within six months from start of construction. No dwelling shall be occupied until an occupancy permit by the City of Redmond has been issued.

### 1.6 SIGNS

No sign of any kind shall be displayed to the public view on any lot or property except:

A professional sign of not larger than 18" X 24" advertising the property for sale. This does not apply to signs used by the builder during construction and sales period. A sign on a lot showing the name of the owner thereof may be displayed without prior written approval of the developer, but the developer reserves the right to require the removal of any sign that does not comply with reasonable standards.

### 1.7 NUISANCE AND ANIMALS

No noxious or offensive activity shall occur on any lot, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No animals of any kind shall be bred or raised for commercial purposes.

### 1.8 FENCES

There shall be no windbreak hedges or fence of any kind which is higher than six feet above the level of ground. Said fence shall not extend beyond the front of the house and

shall not impair visibility in either direction at cross streets, and in any case must be maintained properly at all times. All fences are to be white vinyl or wood. Other fence types may be permissible but must be approved by the Declarant. No cyclone/metal mesh fences of any kind will be permissible.

#### 1.9 SIDEWALKS

Sidewalks are to be provided pursuant to the City of Redmond specifications. Said sidewalks will be installed by builder during the construction period of each house, according to the city specifications. All frontage that is adjacent to or abuts a public thoroughfare shall be side walked. Any lot purchased and not built upon within two years shall be required to install sidewalks.

#### 1.10 LANDSCAPING

Each property shall have the front yard landscaped and maintained in a clean attractive condition, with 2 street trees per house, as follows; streets running East to West shall have Flowering Pear, and streets running North to South shall have Mountain Ash. Lawns are to be watered, mowed and trimmed on a timely basis. No property owner shall litter their property with wood, paper, equipment, metal objects or other objects. (i.e. car or other vehicle parts), thus causing a visual disturbance to the continuity of the neighboring properties.

#### 1.11 TEMPORARY STRUCTURES OR MOVING OF RESIDENCES

No structure of temporary character, such as a tent, shack, garage or trailer shall be used as a residence at any time. No residence shall be moved onto any lot from another location. All residence are to be site built, wood frame structures.

#### 1.12 GARBAGE AND REFUSE DISPOSALS

No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. All refuse must be kept in sanitary containers or other equipment and the storage or disposal of such material shall be maintained in a clean and sanitary condition. All lot owners and builders are required to keep the sub-division clean at all times. This requirement includes all street areas.

#### 1.13 PARKING AND STORAGE OF EQUIPMENT

Parking and storage of boats, trailers, truck-campers, motor homes and like equipment shall be allowed so long as they are kept in the driveway, garage or side of house, of said residence and they are to be obscured by fence, gate etc. The following exceptions shall be applicable.

- a. No equipment owned, rented, borrowed or under the control of the occupant of the dwelling shall be allowed to be parked on the streets adjacent thereof for the purpose of repairs, maintenance or convenience for a period not to exceed five (5) days in any one twenty (20) day period.
- b. 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 on single family dwelling and a private garage for not less than two (2) cars. This provision shall not be deemed to prohibit the construction of a storage unit for personal use so long as the unit is designed and constructed of similar materials and colors as the residence on the lot, and is screened from view of neighboring lots. Storage units shall not exceed eight (8) feet. Storage units shall be constructed in conformance with all applicable municipal and other laws and regulations.

#### 1.14 EROSION CONTROL

Each lot is subject to the state, county and city ordinances regarding erosion control, prior to construction and during construction. Each owner will be responsible for maintaining their lot in compliance with the ordinances of the City of Redmond.

#### AMENITIES

##### 2.1 MAIL BOXES

All mail boxes in Willow Springs, Phase I, shall be enclosed in metal cluster boxes, to be designed by the United State Postal Service. The post office shall provide the mail box.

#### MISCELLANEOUS PROVISIONS

##### 3.1 AMENDMENT AND TERM

The conditions, covenants and restrictions shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) days from the date of recording and shall be automatically extended for successive ten (10) year periods. However, if at any time it appears to the advantage of the subdivision that the conditions, covenants and restrictions herein set forth should be altered, then in that case, any change desired may be made by recording an instrument setting forth said change executed as follows:

- a. During the development and building period any change desired shall be by special permission granted by the Declarant and by an instrument signed and recorded by him.
- b. After the development and building period or five (5) years from the date this declaration is recorded, whichever occurs first, any desired change shall be made by recording an instrument setting forth said change signed by a majority of the owners of the lots in said subdivision.

##### 3.2 ENFORCEMENT

Each owner shall strictly comply with all laws of the State of Oregon and Deschutes County and with every rule of the administrative agencies which are now or may be in effect. Each owner of a lot and/or occupant of a dwelling unit shall comply with the provisions of this Declaration. Failure to comply with any such provisions shall be grounds for an action for injunction relief or for such other relief as may be provided by

law, the prevailing party being entitled to attorney's fees arising out of said dispute or any legal proceedings resulting therefrom.

Invalidation of any one these conditions, covenants, restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

### 3.3 NOTICE

Any notice or other document permitted or required by this Declaration must be in writing and must be delivered by mail to the lot Owner. Delivery by mail shall be deemed to have occurred as of twenty-four (24) hours after having been deposited with postage prepaid, addressed to the Owner and/or occupant at the address given at the time of purchase of a lot.

### 3.4 POWER OF ATTORNEY

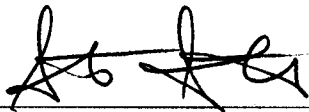
By accepting a conveyance of a lot(s) in Willow Springs, Phase I, each owner thereby appoints the Declarant as the owners attorney in fact for the limited and sole purpose of voting on behalf of each owner in favor of amendments to the Declaration in order to comply with the requirements of the Federal Housing Administration, the Veterans Administration, the National Federal Home Mortgage Corporation, any department, bureau, board, commission or agency of the United States, or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provides financing for lots. Such power of attorney shall be irrevocable for a term equal to the period that Declarant owns one or more lots in plat.

### 3.5 AMENDMENTS

The "Declarant" reserves the right to Amend these covenants, conditions and restrictions as needed at any time until 75% of the lots in Willow Springs, Phase I, have been sold.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed by it's duly authorized officer signed this 16<sup>th</sup> day of October, 2002.

SUNSET RIDGE VILLAGE, LLC

A handwritten signature in black ink, appearing to read 'Steve Stoelk', written over a horizontal line.

Steve Stoelk

STATE OF OREGON                    )  
  )ss  
COUNTY OF DESCHUTES)

On this 16<sup>TH</sup> day of OCTOBER, 2002, before me appeared STEVE STOELK,  
and to me personally known who being duly sworn did say he the said MEMBER,  
did say that the said instrument was signed on behalf of said Corporation by authority of its Board of  
Directors, and they acknowledge said instrument to be the free act and deed of said Corporation.

In WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and date last  
written above.

Gary A. Feagans  
Notary Public of Oregon

My Commission expires: AUGUST 8<sup>TH</sup>, 2004

