

2455 NW 21st Street Redmond OR

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT PHASE NUMBER AND TO ATTACH CORRECT EXHIBIT "A"
ON DOCUMENT RECORDED IN VOLUME 2001, PAGE 48604.

DECLARATION OF MOUNTAIN GLENN Phase #3

(PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS)
PLANNED Community Subdivision Declaration

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KNOW ALL MEN BY THESE PRESENTS: Arthur C. Piculell, Jr., and The Mayberry Group, Inc., Hereinafter called the "Declarants," do hereby declare as follows:

WHEREAS, Declarants are the Sellers of the real property in Deschutes County, Oregon, known as Mountain Glenn, ^{Phase #3} the same appears in the Plat recorded in Book 2000 Page 48394 & 48396 of Plat records of Deschutes County and also property described on Exhibit A.

WHEREAS, Declarants desire to declare of public record their intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above except for lot 56 shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and (CC&Rs) shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

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1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any lot other than one single family site built dwelling not to exceed thirty (30) feet in height and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Control Committee, as designated by Declarant.

Portions of lots 61, 62, and 63 and any other lot, or portion thereof, located within 100 feet of the Canyon Rim are further restricted by the City of Redmond's standards for development "along the perimeter of the Canyon". Additional restrictions include but are not limited to:

- A. Single family dwellings less than twenty-four (24) feet in height, setback at least twenty-five feet from the Canyon Rim.

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RECORDED BY
WESTERN TITLE & ESCROW CO.

307816VB

DESCHUTES COUNTY OFFICIAL RECORDS
MARY SUE PENHOLLOW, COUNTY CLERK

2001-48604

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D-PCD Cnt=1 Stn=4 SHIRLEY
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- B. No existing trees within 25 feet of the canyon rim, over 3" caliper measured 3 feet above ground level are removed from the site or, if removed, are replaced by a equal number of tree(s) that are at least 2" caliper measured 3 feet above ground level.
- C. The Canyon Rim remains in a natural state (i.e. no fill or alteration is permitted).
- D. No fence is constructed within ten (10) feet of the Canyon Rim.
- E. No deck and/or patio, requiring a building permit, is constructed within fifteen (15) feet of the Canyon Rim.
- F. No accessory structures and/or outdoor storage is proposed in the rear yard.
- G. Manufactured homes/mobile homes are not permitted.
- H. Lighting shall not glare onto neighboring properties or shine into the Canyon.

The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a home.

2. DWELLING SIZE

The minimum square footage of any home within this subdivision shall be 1,400 square feet for a single level and 1,500 square feet for a multi-level. These minimums are exclusive of garages and open porches.

3. OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

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4. **ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

5. **SIGNS**

No signs shall be erected or maintained on any lot (excluding Mountain Glenn entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarants or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

6. **PARKING**

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off street parking spaces for at least four vehicles. Garages bays may be counted for the purposes of meeting this requirement.

7. **VEHICLES IN DISREPAIR**

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

8. **RUBBISH AND TRASH**

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

9. **TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

10. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.

11. COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including private lot drainage, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

12. LANDSCAPE COMPLETION

All front, rear and side yard landscaping and tree removal must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural control Committee and the Committee's approval is obtained.

13. FENCES AND HEDGES

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines or along easement lines if applicable, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge or wall shall be erected without prior written approval of the Architectural Control Committee.

14. ANTENNAS AND SERVICE FACILITIES

No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

15. EXTERIOR MATERIALS

Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate Contract

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for purchase of lots in this subdivision. Roofing materials must be cedar shingle, cedar shake, tile or composition shingle (G.A.F.) Timberline Ultra 25 year limited warranty or like quality. The exterior siding material shall be cedar, stone, bricks, stucco or composite lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Windows not facing streets may be approved anodized aluminum. Garage doors can be either of wood or metal construction. In appropriate circumstances the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Mountain Glenn.

16. EXTERIOR FINISH

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Declarants prior to construction unless otherwise dictated by the U.S. Postal Service.

17. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

18. STREET TREES

Street trees must be maintained for a one year period after planting and replaced if they die for any reason by the individual lot owners.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee's consent is required.

(a) MAJOR CONSTRUCTION

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A Plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant materials. The parking strip shall be included in the landscaping plan.

The Architectural Control Committee shall render its decision with respect to the proposal after it has received all required materials.

(b) MINOR WORK

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

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2. ARCHITECTURAL CONTROL COMMITTEE DECISION

The Committee may, at its sole discretion withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarants intend for the subdivision. The Committee will take into account considerations such as siting, shape, size, color, design, height, and impairment of the view from other lots within this subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarants may from time to time appoint. The Declarants shall keep on file at their principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.

4. LIABILITY

Neither the Architectural Control Committee nor any member thereof shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. ACTION

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6. NONWAIVER

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

7. EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has

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applied for and received an extension of time from the Committee.

ARTICLE III

GENERAL PROVISIONS

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy-five (75) percent of the owners of the lots in Mountain Glenn. The Declarants have the sole and exclusive authority to terminate, revoke, or amend these covenants and restrictions until the last lot has been sold and built upon.

2. ENFORCEMENT

In the event of any violation of any of the provisions of this declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred.

3. SEVERABILITY

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

4. LIMITATION OF LIABILITY OF DECLARANT

Neither Declarants nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarants in performing their duties or rights hereunder, provided that Declarants have, in accordance with actual knowledge possessed by them, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being Declarants herein,

have hereto set their hands this day of Sept. 24, 2001.

Arthur C. Piculell, Jr.

ARTHUR C. PICULELL, JR.

STATE OF OREGON)

)

COUNTY OF *Multnomah*

I, Deborah Millsap, a Notary Public for the State of Oregon, hereby certify that on the day *24th* of ~~September~~ 2001, personally appeared before me Arthur C. Piculell, Jr., who being duly sworn did acknowledge the execution of the foregoing instrument to be their free and voluntary act.

Notary Public for Oregon *Deborah Millsap*

My Commission expires: 6-18-2001



Tucker Mayberry

Tucker Mayberry, President of The Mayberry Group, Inc.

STATE OF OREGON)

)

COUNTY OF *Multnomah*

I, Deborah Millsap, a Notary Public for the State of Oregon, hereby certify that on the day *24th* of ~~September~~ 2001, personally appeared before me Tucker Mayberry, who being duly sworn did acknowledge the execution of the foregoing instrument to be their free and voluntary act.

Deborah Millsap
Notary Public for Oregon

My Commission expires: 6-18-2001



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Commencing at a bolt monumenting the East Quarter (E1/4 corner of Section 5), Township 15 South, Range 13 East of the Willamette Meridian, the Initial Point as well as the true point of beginning; thence North $00^{\circ}36'02''$ East along the East line of the Northeast Quarter (NE1/4) of said Section 5, 396.00 feet to the North line of a parcel of land described in Deschutes County Deeds, Volume 48, Page 273; thence North $89^{\circ}53'57''$ West along said North line, 550.02 feet; thence South $00^{\circ}36'02''$ West, 396.00 feet to the South line of the Southeast Quarter (SE1/4) of said Northeast Quarter (NE1/4); thence South $89^{\circ}53'57''$ East along said South line, 550.02 feet to the point of beginning.

EXHIBIT "A"

EXHIBIT "A"

A parcel of land located in the Southeast One-Quarter of the Northeast One-Quarter (SE1/4 NE1/4) and the Northeast One-Quarter of the Southeast One-Quarter (NE1/4 SE1/4) of Section 5, Township 15 South, Range 13 East of the Willamette Meridian in Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of the N1/2 of the NE1/4 of the SE 1/4 of Section 5, T15S, R13E, W.M.; thence N89°54'11" W - 424.36 feet along the north line of said N1/2, NE1/4, SE 1/4 to the true point of beginning being a 5/8" iron rod marking the northwest corner of Lot 58 of Mountain Glenn - Phase Two, according to the official plat thereof as recorded in the office of County Clerk for Deschutes County, Oregon; thence S00°04'46" W - 77.66 feet along the westerly boundary of said Lot 58 to a 5/8" iron rod located on the northerly exterior boundary of Mountain Glenn - Phase One, according to the official plat thereof as recorded in the office of County Clerk for Deschutes County, Oregon; thence N83°27'48" W - 23.76 feet along said northerly exterior boundary to a 5/8" iron rod; thence N83°35'38" W - 57.26 feet along said northerly exterior boundary to a 5/8" iron rod; thence N83°36'42" W - 59.69 feet along said northerly exterior boundary to a 5/8" iron rod; thence N00°03'31" E - 44.72 feet along said northerly exterior boundary to a 5/8" iron rod; thence N 77°47'48" W - 96.52 feet along said northerly exterior boundary to a 5/8" iron rod; thence N64°46'36" W - 19.44 feet along said northerly exterior boundary to a 5/8" iron rod; thence N74°59'46" W - 60.00 feet along said northerly exterior boundary to a 5/8" iron rod; thence following the arc of a non-tangent 170.00 feet radius curve to the left a distance of 42.66 feet (the long chord of which bears N07°43'22" E - 42.55 feet) along said northerly exterior boundary to a 5/8" iron rod; thence N88°11'13" W - 78.62 feet along said northerly exterior boundary to a 5/8" iron rod; thence S19°20'05" W - 94.18 feet along the westerly exterior boundary of said Mountain Glenn - Phase One to a 5/8" iron rod; thence following the arc of a non-tangent 480.00 feet radius curve to the left a distance of 56.45 feet (the long chord of which bears N67°29'31" W - 56.41 feet) along said westerly exterior boundary to a 5/8" iron rod; thence S19°10'01" W - 60.00 feet along said westerly exterior boundary to a 5/8" iron rod; thence S17°53'02" W - 105.38 feet along said westerly exterior boundary to a 5/8" iron rod; thence N71°57'04" W - 72.38 feet along said westerly exterior boundary to a 5/8" iron rod; thence S00°39'46" W - 90.99 feet along said westerly exterior boundary to a 5/8" iron rod; thence S00°40'51" W - 112.59 feet along said westerly exterior boundary to a 5/8" iron rod; thence S80°20'10" E - 12.09 feet along said westerly exterior boundary to a 5/8" iron rod; thence S80°25'15" E - 68.39 feet along said westerly exterior boundary to a 5/8" iron rod; thence S00°03'56" W - 140.33 feet along said westerly exterior boundary to a 5/8" iron rod; thence S06°55'06" W - 60.07 feet along said westerly exterior boundary to a 5/8" iron rod; thence S00°02'51" W - 112.52 feet along said westerly exterior boundary to a 5/8" iron rod marking the southwest corner of Lot 11 of said Mountain Glenn - Phase One; thence N89°56'44" W - 386.09 feet along the south line of the N1/2 of the NE 1/4 of the SE 1/4 of said Section 5 to a 1/2" iron pipe; thence N00°41'23" E - 660.58 feet along the west line of said N1/2 NE1/4 SE1/4 to a 5/8" iron rod, thence N00°38'00" E - 396.15 feet along the west line of the SE1/4 of the NE1/4 of said Section 5 to a 5/8" iron rod, thence S89°54'19" E - 769.40 feet to a 5/8" iron rod; thence S00°35'49" W - 395.95 feet to a 5/8" iron rod; thence S89°53'59" E - 125.83 feet along the north line of the N1/2 of the NE1/4 of the SE1/4 of said Section 5 to the true point of beginning.

