

94-26284

DECLARATION, COVENANTS, CONDITIONS, AND RESTRICTIONS

OF GOLDEN BUTTE

344 - 1490

This Declaration, Covenants, Conditions, and Restrictions is made this 8 day of AUGUST, 1993, by DANIEL ALTMAN, hereinafter referred to as "Declarant."

WHEREAS, Declarant is 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 Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Golden Butte and hereby subjects the Property to this Declaration and amendments thereto by the recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all the Properties described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration 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 and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. USE

Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only; no trade or business of any kind may be conducted. Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, and the restrictions hereinafter set forth.

ARTICLE II. RESTRICTIONS ON USE OF RESIDENTIAL LOTS

Section 1. EXTERIOR LIGHTING. No exterior lighting fixture shall be installed within or upon any Residential Unit Lot without adequate and proper shielding of the fixture unless authorized by the Architectural Review Committee (hereinafter "ARC"). No lighting fixture shall be installed that may become an annoyance or a nuisance to owners or occupants of adjacent

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After recording, return to:

BEND TITLE COMPANY

1195 N.W. WALL, BEND *Lois B.*

properties. All modifications of exterior lighting must be approved in writing by the ARC in advance, as provided herein.

Section 2. STORAGE AND PARKING OF VEHICLES. There shall be no outside storage or parking upon any Lot of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for Owners within the parking spaces in the Owner's garage and for visitors temporarily parking in spaces. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed.

Section 3. PETS. No animals, livestock, or poultry of any kind shall be raised, bred, kept or permitted within any Residential Lot other than a reasonable number of household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage, or unpleasantness caused by such pets shall be the responsibility of the respective owners thereof. No dog shall be permitted to roam Golden Butte unattended, and all dogs shall be kept on a leash while outside the Residential Lot of their owner.

Section 4. STRUCTURES PERMITTED. No improvements shall be erected or permitted to remain on any Residential Lot except improvements containing living units and improvements normally accessory thereto. Each residence must contain a minimum of 1600 square feet of living area exclusive of garages. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of such structure is in conformity with applicable City of Bend and Deschutes County ordinance, is compatible in design and decoration with the dwelling structure constructed on such Lot, and has been approved by the ARC.

Section 5. RESIDENTIAL USE. Residential Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Residential Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of living units, (b) the right of Declarant or any contractor or home builder to

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construct living units on any Residential Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any living unit as a sales or rental office or model home or apartment for purposes of sales or rental in Golden Butte, and (c) the right of the owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients, or customer, in his living unit.

Section 6. OFFENSIVE OR UNLAWFUL ACTIVITIES. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of any Lots or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Without limiting the generality of the foregoing, no heat pump or other heating, ventilating, or air conditioning equipment, the operation of which produces noise at a level higher than 80 decibels, as measured at the lot line, shall be allowed on any Residential Lot or living unit.

Section 7. MAINTENANCE OF STRUCTURES AND GROUNDS. Each owner shall maintain such owner's Residential Lot and improvements thereon in a clean and attractive condition and in good repair. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Residential Lot neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each owner and shall be repaired within a reasonable period of time.

Section 8. PARKING. Parking of boats, trailers, motorcycles, trucks, truck campers, or other recreational vehicles or equipment and vehicles in excess of 8,000 pounds gross vehicle weight shall not be allowed on any part of Golden Butte nor on public streets adjacent thereto, excepting only within areas designated for such purposes by the Declarant or within the confines of an enclosed garage or screened area, the plans of which comply with applicable City of Bend and Deschutes County ordinances, shall have been reviewed and approved by the ARC prior to construction, and no portion of the same may project beyond the screened area.

Section 9. VEHICLES IN DISREPAIR. No Owner shall permit any vehicle which is in an extreme state of disrepair to be

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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 in an "extreme state of disrepair" when the ARC reasonably determines that its presence offends occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which notice is mailed to said Owner by the ARC, the ARC may have the vehicle removed from Golden Butte and assess the expense of such removal to the Owner.

Section 10. SIGNS. No signs shall be erected or maintained on any Residential Lot except signs which are approved as to appearance and location by the ARC. The restrictions contained in this paragraph shall not apply to: the placement by the Declarant or Declarant's agent of one or more signs identifying the name of the Declarant and/or the location of a sales office or model home.

Section 11. RUBBISH AND TRASH. No Residential 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, dirt, and other material resulting from landscaping work shall not be dumped onto streets or on any Lots. All unimproved Residential Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds, and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. If any default under this Section exists for a period longer than ten (10) days after written notice of such default is mailed to the responsible Owner by the ARC, the ARC shall have, in addition to any other rights under this Declaration, or at law or in equity, the remedies specified in this agreement.

Section 12. COMPLETION OF CONSTRUCTION. The construction of any building on any Residential Lot, including painting and all exterior finish, shall be completed within one (1) year 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 ARC. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

Section 13. LANDSCAPE COMPLETION. All landscaping must be completed within six (6) months from the date of occupancy of the living unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the ARC.

Section 14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn

or other outbuildings shall be used on any Residential Lot at any time as a residence, either temporarily or permanently.

Section 15. HEDGES AND PLANTINGS ALONG LOT LINES. No hedges or plantings along lot lines shall be installed without prior approval of the ARC.

Section 16. SERVICE YARDS. Service yards (garbage, fuel tanks, clotheslines, etc.) shall be completely screened so that the elements screened are not visible at any time from the street or any adjoining property.

Section 17. ANTENNAS AND SATELLITE DISKS. Exterior antennas shall not be permitted to be placed upon any Lot except as approved by the ARC. Exterior satellite receiver and transmission disks are prohibited except as provided in this Declaration. No antenna or disk shall be placed unless it is entirely within the enclosed portion of the individual Residential Unit.

Section 18. SETBACK, MAXIMUM HEIGHT AND MINIMUM YARD REQUIREMENTS. Each Lot shall be subject to the setback, maximum height, and minimum yard requirements shown on the recorded plat on which such Lot is included or which are established by Deschutes County or other governmental entity with jurisdiction over each such Lot and to any land use review procedure established by Deschutes County or other government entity with jurisdiction over such Lot for review and approval of variance from such requirements. In addition, all Lots are subject to any more restrictive setback, maximum height or minimum yard requirements as are established from time to time by the ARC. Deschutes County has established certain maximum height and minimum yard requirements as a condition of approval of the Initial Development. No improvement shall be constructed or maintained in violation of any setback, maximum height or minimum yard requirement, except with the written consent of the ARC and any applicable Deschutes County approval.

ARTICLE III. MAINTENANCE

All maintenance of the Lot and all parts of the residence thereon shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements.

ARTICLE IV. ARCHITECTURAL STANDARDS

The ARC or any Lot Owner shall have the authority and standing to enforce in courts of competent jurisdiction decisions of the Committee established in Article V of this Declaration.

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This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no planting or removal of plants, trees, or shrubs, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate Committee has been obtained.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee (ARC) shall have exclusive jurisdiction over all original construction on any portion of the Properties and jurisdiction over modifications, additions, or alterations made on or to existing Residential Lots. The ARC shall prepare and promulgate design guidelines and application procedures. The ARC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and who shall conduct their operations strictly in accordance therewith. Until 45 Lots in Golden Butte have been conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3) but no more than five (5) persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Lot Owners shall appoint the members. After ALL Lots have been conveyed, the Lot Owners shall have the right to elect the members of the ARC upon majority vote for a term of 3 years. The Lot Owners shall meet every 3 years to elect new members to the ARC. The Committee shall be authorized to establish procedures for the enforcement of its design guidelines and establish fees for application review.

ARTICLE VI. GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall insure to the benefit of and shall be enforceable by the ARC or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning

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of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. AMENDMENT. This Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless such Owner shall consent thereto in writing.

In addition, this document may be amended by a 75% vote of the Declarant and other Lot Owners pursuant to a vote taken either at a meeting of the Declarant and Lot Owners called for that purpose or upon a vote by mail of 75% of the Declarant and Lot Owners. 75% shall be based upon the votes actually cast at a meeting if at least 30% of the Lot Owners are present or by 75% of the ballots actually cast in a vote by mail if at least 30% of the owners cast ballots.

Section 3. EASEMENTS FOR UTILITIES. There is hereby reserved to Declarant blanket easements upon, across, above, and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of all utilities serving the Property or any portion thereof, including but not limited to gas, water sanitary sewer, telephone, and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant might decide to have installed to serve the Property. It shall be expressly permissible for the Declarant or its designee, as the case may be, to install, repair, replace and maintain or to authorize the installation, repair, replacement, and maintenance of such wire, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 4. CONSTRUCTION AND SALE. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the unsold lots and undeveloped phases as, in the sole opinion of Declarant, may be

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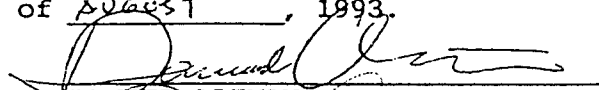
reasonably required, convenient, or incidental to the construction or sale of such residences, including but not limited to business offices, signs, model Lots, and sale offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use residences owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of: (a) twenty-five (25) years from the date this Declaration is recorded; or (b) upon Declarant's recording a written statement that all sales activity has ceased.

Section 5. GENDER AND GRAMMAR. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 7. CAPTIONS. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 8 day of August, 1993.


DANIEL ALTMAN

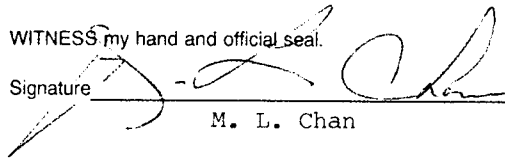

STATE OF California
OREGON)
Alameda) SS.

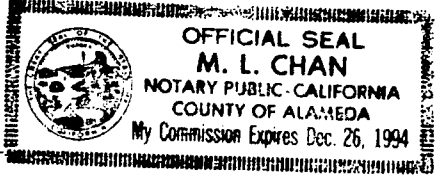
STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.

On June 28, 1994 before me, M. L. Chan,
personally appeared Daniel Altman

_____ personally known to me (or 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.

Signature 
M. L. Chan



(This area for official notarial seal)

3008 (1/91) - (General) First American Title Company

317 - 0788

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

344 - 1498

PARCEL 1:

A parcel of land located in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section Six (6), Township 18 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, being described as follows:

Beginning at the SW corner of the above-described 16th quarter; thence North 0°37'22" East, 661.76 feet to the true point of beginning; thence South 89°40'51" East, 1,201 feet, more or less, to the East boundary of that 16th quarter; thence North 0°3'11" East, 669.37 feet, more or less, to the NE corner of the NW1/4 NW1/4 of Section 6. T. 18 S., R. 12, E.W.M.; thence West along the North boundary of said Section 6 to the NW corner of the NW1/4 NW1/4 of Section 6, T. 18 S., R. 12, E.W.M.; thence South 0°37'22" East, 669.37 feet to the true point of beginning.

PARCEL 2:

A parcel in the Northeast Quarter (NE1/4) of Section One (1), Township Eighteen (18) South, Range Eleven (11), East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at a 3" brass cap at the East quarter corner of said Section 1; thence North 00°49'44" East 1325.07 feet to a 2" aluminum cap at the North sixteen-h corner on the East line of said Section 1; thence North 00°49'56" East 780.68 feet to the point of beginning; thence leaving said East line South 83°11'37" West 19.67 feet; thence South 06°48'23" East 10.00 feet; thence South 83°11'37" West 130.00 feet; thence North 06°48'23" West 10.00 feet; thence 141.64 feet along the arc of a 320.00 foot radius curve left (the long chord of which bears South 70°30'49" West 140.48 feet) to the proposed right-of-way of Mt. Washington Drive; thence 60.04 feet along the arc of a 1140.00 foot radius curve left (the long chord of which bears North 34°14'30" West 60.03 feet); thence leaving said proposed right-of-way 170.37 feet along the arc of a 380.00 foot radius curve right (the long chord of which bears North 70°20'59" East 168.95 feet); thence North 83°11'37" East 157.72 feet to said East line; thence South 00°49'56" West 60.54 feet to the point of beginning.

-END-

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:

94 JUN 30 PM 2:08

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *Mary Sue Penhollow* DEPUTY
NO. 94-26284 FEE 45.00
DESCHUTES COUNTY OFFICIAL RECORDS

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 OCT 28 PM 4:12

MARY SUE PENHOLLOW
COUNTY CLERK