

After Recording Return To:

Rabbit Hills, LLC
901 NE Glisan Street #100
Portland, OR 97232

Deschutes County Official Records		2015-003001
D-CCR	01/28/2015 02:41:34 PM	
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\$40.00 \$11.00 \$20.00 \$10.00 \$6.00	\$108.00	
\$21.00		
I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Nancy Blankenship - County Clerk		

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is applicable to Lots 1 thru 15 (the "Lots" or singly a "Lot") of Rabbit Hills, City of Bend, Deschutes County, Oregon and is made by Rabbit Hills, LLC ("Declarant") this 28 day of January, 2015.

Recitals

A. Rabbit Hills, LLC, an Oregon limited liability company ("Declarant") is the owner of certain real property located in the City of Bend, County of Deschutes, and State of Oregon, known as Rabbit Hills, a duly recorded plat in Deschutes County.

B. Declarant desires to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of property by each "Owner" of a Lot.

Therefore, the Declarant does hereby certify that the following reservations, conditions, and covenants shall become and are hereby made a part of the conveyances of Lots 1 through 15 inclusive, within the subdivision plat of Rabbit Hills, recorded August 26th, 2008, under recording number 2008-35397 of the Plat Records of Deschutes County, Oregon ("Subdivision"), and the following reservations and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I PROPERTY SUBJECT TO THESE COVENANTS

Section 1. Initial Development. Declarant hereby declares that all of the real property described above and as described in the Plat (the "Property") is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to this Declaration. The Property, together with other real property, from time to time annexed thereto and made subject to these covenants shall constitute Rabbit Hills.

ARTICLE II RESIDENTIAL COVENANTS AND USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for a single family residence. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any 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, excepting the right of any home-builder and the Declarant and Declarant's and Owners' rights to construct a single family residence on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sales in Rabbit Hills.

Section 2. Dwelling Size. All houses in the Subdivision (as defined in ORS 92.010(17)) will be single family dwellings and shall have a minimum area of 1,000 square feet.

Section 3. Restrictions on Carports. No carport shall be allowed on any Lot. Parking shall be provided by means of an entirely enclosed parking facilities or garage. There is a two car minimum requirement for any such parking facility or garage on each Lot.

Section 4. Detached Buildings. All detached buildings must be enclosed in similar siding, roofing, and paint or stain to the house on a Lot. The detached building must be fully enclosed and may not exceed the height of one story (16 feet) in height.

Section 5. Off Site Manufactured Homes and Temporary Structures. No mobile homes, off site manufactured homes, permanent or temporary structures shall be allowed in the Property, with the exception of a construction type mobile home to be use used only during the period of construction on any Lot.

Section 6. Campers, Motor Homes, Boats, Travel Trailers, and Other Such Vehicles. No campers, motor homes, boats, travel trailers or non-useable vehicles shall be permitted to be left on any Lot where they shall be visible from the street for a period in excess of 8 days. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the Property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

Section 7. Garbage Cans. All garbage cans and other trash receptacles shall not be visible from the street, except on the day of trash collection. No trash, garbage, ashes, or Owner refuse, junk vehicles, underbrush or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any portion of the Property.

Section 8. Oversized Vehicles or Vehicles in Disrepair. No commercial vehicle weighing more than 5,000 pounds gross weight shall be permitted to be parked in the subdivision for a period exceeding more than eight (8) days during any 30-day period.

No Owner 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 within the Subdivision for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the majority of the occupants of the Subdivision of Rabbit Hills.

Section 9. Antennas. No satellite dishes will be permitted in the Subdivision except for 24 inches in size and located in the least visible side of a dwelling. No television, radio aerials or rotary beams shall be erected or placed on any Lot where such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 10. Obnoxious and Offensive Activities. No obnoxious or offensive activities shall be carried on upon any Lot, nor should anything be done on any Lot which may become an annoyance or nuisance to the neighborhood. No clotheslines are allowed that can be seen from any streets or adjacent Lots.

Section 11. Lot Landscape. In the event that any Lot Owner does not commence construction of a residence on said Lot upon completion of all site improvements, the Lot Owner shall maintain the Lot in such a manner as to keep the Lot free from weeds, briars, and other types of vegetation which would infiltrate lawns of other Lot Owners. All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this time may be extended for a reasonable length of time upon written approval by the Declarant.

Section 12. Fences and Hedges. On all Lots, plantings or site obscuring fences shall not exceed two and one-half feet in height in the front yard or on the side Lot lines forward of the building line with the greatest setback on the Lot or the adjoining residential Lot or on corner Lots on the side abutting the street. All fences shall be well constructed of suitable fencing material approved by Declarant and shall not detract from the appearance of the dwelling located upon the Lot, detract from the appearance of the dwellings located on the adjacent Lots or be offensive to the Owners or occupants thereof. No fence or screening structure shall be erected on any Lot without the prior written approval of the Declarant. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six (6) feet in height from the finished Lot grade. In no event shall rear and side lot fences referred to hereinabove be erected without written approval of the Declarant. The total number of household pets shall not exceed 4.

Section 13. Livestock and Poultry. No animals, birds, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 14. Signs. No sign shall be erected on any Lot except that not more than one

“For Sale” or “For Rent” sign placed by the owner, the Declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of “political” signs on any Lot by the owner, or the placement or professional sign by the Declarant or an Owner, which must comply with the City of Bend Sign Ordinance.

Section 15. Architectural Control. No buildings, houses, fence, wall or other structure of any type of kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Declarant. In the event the Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section 17 will be deemed to have been fully complied with. As long as Declarant desires to approve improvements to a Lot, Declarant may retain such position until all improvements are approved and erected on the Lots. If Declarant elects to resign from such position at any time, then the majority of the Owners of Lots may appoint three Owners to act as architectural control committee with the right to approve any proposed improvement on a Lot. If a party who has applied for approval wishes to appeal the judgment of the Architectural Committee, then the Architectural Committee may, at the cost of party who appeals, retains a residential architect who will determine if the proposed plans are acceptable. Such decision of the appointed architect shall be final on the Owners and the Architectural Committee. As an alternative to appointing an architect, the Committee may ask the Declarant to approve or disapprove such improvement on a Lot. The Declarant shall have the right to decline such appointment. If Declarant declines then the parties shall obtain the services of a residential architect as provided herein.

Construction of any dwelling shall be completed, including exterior decoration, within eight (8) months from the date of the start of construction. All Lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. 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 Declarant.

Section 16. Deschutes County Restrictions. All uses, occupancy, construction and other activities conducted on any Lot shall conform with and be subject to applicable zoning, use restrictions, construction and building codes of Deschutes County or the City of Bend, as applicable, and further to the restrictions of all other applicable public authorities and to the extent the following restrictions may be in conflict therewith, the same shall be deemed modified thereby.

Section 17. Affirmative Duty of Maintenance. Each Owner shall be responsible for maintaining, painting or staining and generally keeping in good order and repair the exterior of any improvement on any of the properties owned by such Owner and such Owner shall be

responsible for trimming and maintaining the lawns, shrubbery, plantings, trees and other landscaping thereon in a neat and proper condition consistent with good horticultural practices, it being the intention of this provision that the Property and improvements thereon shall be maintained by the Owners thereof to provide for the preservation and enhancement of the property values of the community within this Property.

ARTICLE III EASEMENTS

Section 1. Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these Easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with or change the direction of flow of drainage facilities in the Easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front, rear and sides of each Lot. Within these easements, no structure, planting, fencing or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through the drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of such 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.

Section 2. Maintenance of Easement Areas. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under and above such locations to carry out any of the purposes of which such easements, reservations and rights of way are reserved.

Section 3. Entry. A public or private utility, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 4. Improvements by Declarant. There are no improvements, contemplated by Declarant in addition to existing facilities. Declarant does not agree to build any additional improvements but reserves the right to add improvements not described in this Declaration.

Section 5. Utilities - Prohibitions. No outdoor overhead wire or service drop for the distribution of electric energy or for tele-communication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners of Lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their Lots and the structures built thereon to the underground electric or telephone utility facilities provided.

ARTICLE IV OBLIGATION TO REBUILD

Section 1. Damage and Destruction Affecting Dwelling; Duty to Rebuild. If all or any portion of any dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of the dwelling or other improvements to rebuild, repair or reconstruct the dwelling, or improvement in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

Section 2. Time Limitation. The Owner or Owners of any damaged residence shall be obliged to proceed with all due diligence hereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within nine (9) months after the damage occurs, unless prevented by causes beyond their reasonable control.

Section 3. Mandatory Insurance. An Owner must obtain a policy of insurance protecting the improvements on the owner's Lot against loss by fire or other casualty, including extended coverage indorsement in the usual form, on a prepaid basis in an amount not less than the then full insurable value of the improvements, and in no event less than current full replacement value thereof.

ARTICLE V GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of the land and this Declaration shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements, and restrictions shall remain in full force and effect until amended or revoked in the manner provided herein.

Section 2. Enforcement. Any owner, or the owner of any recorded mortgage or recorded trust deed on any part of the Property shall have the right to enforce by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, easements, means and charges now or hereafter imposed by the provisions of this Declaration. The failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any of these covenants or restrictions by

judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Section 4. Amendments. While the Declarant owns a Lot in the subdivision, the Declarant, without any vote of the other Lot Owners, may amend this Declaration by recording the amendment to the Declaration in the public records of Deschutes County. After Declarant ceases to own a Lot the covenants and restrictions of this Declaration may be amended or terminated by an instrument signed and notarized by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded in Deschutes County, Oregon and signed by the Declarant for any Declarant amendment or if an Owner Amendment by at least sixty percent (60%) of the Lot Owners.

Section 5. Attorney's Fees. In the case a suit or action is instituted to enforce or interpret any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if any appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party's attorney's fees on such appeal. Suit or action includes any proceeding in a court of limited or special jurisdiction, such as bankruptcy court.

Section 6. Limitation of Liability of Declarant. Neither Declarant nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant, has in accordance with actual knowledge possessed by it, acted in good faith.

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IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first written above.

DECLARANT: RABBIT HILLS, LLC

By: [Signature]
Its: MANAGER

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged this 28th day of January, 2015, by
Steve Deacon as MANAGER of Rabbit Hills, LLC.

[Signature]
Notary Public for Oregon
My Commission Expires: 5/12/16

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