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Long Term Bend Investors LLC  
721 Brea Canyon Rd. #7  
Diamond Bar, CA 91789

Deschutes County Official Records **2013-002041**  
D-CCR  
Stn=1 BN **01/15/2013 02:26:41 PM**  
\$35.00 \$11.00 \$10.00 \$16.00 \$6.00 **\$78.00**

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

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## Declaration of Covenants, Conditions and Restrictions for

Lots 1 through 63, SOUTH DEERFIELD PARK, City of Bend,  
Deschutes County, Oregon.

**NOW, THEREFORE**, Long Term Bend Investors, LLC, an Oregon limited liability company ("Declarant"), being the fee simple owner of each legal lot of record (individually a "lot" and collectively the "Lots") within the residential subdivision known as South Deerfield Park (the "Subdivision"), more particularly described in that certain plat recorded in the Deschutes County Official Records on 7/5/2007, as Document No. : 2007-40978, hereby subject the Lots to this Declaration of Covenants, Conditions, and Restrictions for South Deerfield Park (this "Declaration"). For purposes of this Declaration, Lot owners shall be collectively referred to herein as "Owners" and individually as an "Owner". Except where the context indicates or requires otherwise, the term "Lot" or "Lots" shall include any Improvements (as defined below) on such Lot or Lots.

**WHEREAS**, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Subdivision, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Lots are now or may hereafter be subjected to this Declaration.

**NOW, THEREFORE**, Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions.

## Article I

### Purpose and Binding Effect

The purpose of this declaration is to enhance and protect the value and desirability of the Lots for residential use. The covenants, conditions, restrictions, and reservations granted, reserved, and declared in this Declaration shall run with

the Lots, and shall be binding on all parties having or acquiring any right, title, or interest therein, and shall inure to the benefit of any successor to a Lot.

## **Article II**

### **Architectural Review Committee**

2.1 Declarant may determine the need to form an Architectural Review Committee. Said decision shall be based on a (2/3) vote of the owners.

## **Article III**

### **Architectural Design Guidelines**

Declarant may, from time to time, develop design review guidelines for the construction of homes and the development of the Lots. These guidelines shall be incorporated within this Declaration, and may be enforced by Declarant (and its successors and/or assigns) according to the terms hereof.

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## **Article IV**

### **Use Restrictions**

**4.1 Use of Lots.** 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 on any Lot. Lease or rental of a Lot for residential purposes shall not be considered a violation of this Section 4.1 provided that the lease is in compliance with this Declaration. Any lessee, tenant, or other permitted occupant of any Lot shall in all respects be subject to the terms and conditions of this Declaration, and any other rules and regulations to which Owner may be subject.

**4.2 Fencing.** Fencing shall be constructed of cedar materials, and must not detract from the appearance of any adjacent or surrounding homes. No chain link fence of any kind shall be installed or constructed on any Lot. Fencing shall not exceed six (6) feet in height and shall be maintained in good and attractive

condition. Fence returns must not extend past the front of any house constructed on a Lot.

**4.3 Aerials and Antennas.** No radio, television, or other aerial, antenna, dish, tower, or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed, or maintained on any Lot, or in any Improvement located thereon. Notwithstanding the immediately preceding sentence, television dishes of eighteen (18) inches or smaller may be erected, installed, placed or maintained on a Lot, or Improvement located thereon, provided the dish is not placed on any house front façade.

**4.4 Exterior Lighting.** No exterior lighting fixture shall be installed within or upon any Lot (or Improvement located thereon) without adequate and proper shielding of the lighting fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent Lots.

**4.5 Parking/Garage.** Subject to the provisions of this Declaration, Owners and occupants may keep and maintain non-commercial vehicles on their Lots as may be permitted in accordance with the codes, ordinances, and statutes of the City of Bend. No Owner may engage in any vehicle restoration or maintenance work on any Lot, nor any other area located within the Subdivision unless such work is performed within an enclosed garage. The foregoing shall not be deemed to prevent the washing or polishing of motor vehicles, together with those activities normally incidental to such activities, but shall prevent the extended overnight parking of non-daily use vehicles in the driveway of any Lot. Declarant may maintain trailers or temporary structures within the Subdivision, which are incidental to the completion of the Subdivision. Garages shall be used only for the purpose of parking automobiles and other vehicles and equipment and storing an Owner's household goods; provided, however, that all such uses shall be accomplished so that garage doors can be closed. Garages shall not be converted into any use (such as a recreational room or for storage) that would prevent its use as a parking space for an Owner's vehicles on unpaved surfaces, such as lawns or dirt surfaces.

**4.6 Trash.** No Lot shall be used as a dumping ground for waste, trash, yard trimmings, or garbage. Residential refuse must be kept in sanitary containers, which are stored in a garage or screened from view, maintained in a sanitary condition, and emptied weekly.

**4.7 Animals.** No livestock or poultry may be raised, bred, or kept on any Lot. Other household pets are permitted; provided, however, no household pet of any kind may be allowed to constitute or become a hazard or annoyance to other residents of the Subdivision. No animal of any kind may be kept, bred, or raised on any Lot for commercial purposes.

**4.8 Signs.** No sign visible to the public view may be displayed on any Lot, except that not more than one "For Sale" or "For Rent" sign placed by an Owner, Declarant, or by a licensed real estate agent may be temporarily displayed on any Lot. A "For Sale" or "For Rent" sign placed on any lot shall not exceed twenty four (24) inches in height and 36 (36) inches in length. Declarant is exempt from this Section 4.8 and may erect or maintain such signs and advertising devices, as it deems necessary or appropriate for the conduct of its business.

**4.9 Yard or Garage Sales.** No more than two (2) yard or garage sales may be conducted on any Lot during a calendar year. No yard or garage sale may exceed three (3) days in duration.

**4.10 Nuisance.** No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done on any Lot, which may be or become a nuisance or annoyance to any resident of a Lot.

## **Article V**

### **Miscellaneous Building Standards**

**5.1 Easements.** Easements for the installation and maintenance of utilities, slopes, signs, pedestrian ways, wildlife movement, and drainage facilities are reserved as shown on the recorded plat or as described herein. All easements are subject to the use restrictions, which are recorded therewith.

**5.2 Temporary Structures.** No temporary structure, trailer, camper, motor home, basement, partially completed dwelling, garage, accessory building, tent, shack, or other enclosure may be used, placed or constructed on any Lot at any time as a temporary or permanent residence. Subject to the terms and conditions contained in this Declaration, the temporary and occasional parking of a camper, trailer, or recreational vehicle on a Lot shall be allowed. For the purpose of this Section 5.2, the term "temporary" shall mean a single period not to exceed one (1) week in length, and the term "occasional" shall mean up to four (4) occurrences per year. Construction trailers or temporary offices for the use of Declarant, or another building contractor during the construction of any home shall be exempt from this Section 5.2.

## Article VI

### Property Maintenance

**6.1 Standard of Maintenance.** Each and every Lot, whether vacant or improved, must be maintained in a reasonably neat, orderly, and inoffensive manner at all times. All Lots must be kept free of brush, invasive or offensive weeds, and dead plant material. All Improvement, including walks and driveways, exterior building surfaces, fences, and landscaping shall be kept in good repair at all times. Roofs and gutters shall be kept clear of leaves and conifer needles. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall promptly be repaired by the Owner of the affected Lot.

**6.2 Right of Declarant or Owner to Perform Maintenance and/or Repairs.** In the event an owner or resident of any Lot shall fail to maintain and/or repair his or her Lot, and/or Improvements situated thereon, in a manner which is consistent with the majority of the other Lots, or which adversely affects the safety or desirability of surrounding Lots, Declarant or any Owner, their agents, or employees shall have the right, fifteen (15) calendar days after giving notice as provided herein, to enter onto the offending Lot and perform such maintenance and/or repairs as are necessary in order to ameliorate the offensive condition.

**6.3 Maintenance Lien.** In the event Declarant (or its designee) performs maintenance and/or repairs to a Lot (and/or Improvements located thereon) belonging to another party pursuant to this Declaration, the cost of performing said maintenance and/or repairs shall be deemed to have been given when it is addressed to the last known mailing address of the Owner of the Lot upon which the maintenance and/or repairs are needed and deposited for delivery with the United States Postal Service. Such notice must contain the name(s) and address (es) of the party (ies) giving the notice, a detailed list of maintenance and/or repairs which must be performed, and the date upon which, if not performed by the Owner of the offending Lot, the maintenance and/or repairs shall be performed by the party (ies) giving the notice.

**6.4 Maintenance Lien.** In the event Declarant (or its designee) performs maintenance and/or repairs to a lot (and/or Improvements located thereon) belonging to another party pursuant to this Declaration. The cost of performing said maintenance and/or repairs shall be (i) paid by the Declarant (or its designee), (ii) assessed to the Owner of the Lot upon which the work was performed, and (iii) a lien which shall encumber the offending Lot and benefit the party (ies) recording the lien. This lien may be foreclosed in the manner provided by Oregon law for construction liens.

## Article VII

### General Provisions

**7.1 Enforcement.** Except in the case of design review and approval decisions issued by the Declarant (whether still an Owner of a Lot or thereafter), its vendees successors, and assigns, and the Owners shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration and any amendments to this Declaration, including any liens created pursuant hereto. This right specifically includes the right to seek injunctive relief for the prevention of a violation of any portion of this Declaration.

**7.2 Severability.** Invalidity of any portion of this Declaration by judgment or court order shall in no way affect the validity or enforceability of any other provisions of this Declaration, which shall remain in full force and effect.

**7.3 Amendment.** This Declaration shall run with and bind the Lots in perpetuity. So long as Declarant owns a Lot or holds a security interest in a Lot, this Declaration may not be altered without the security interest in a Lot, this Declaration may, at any time, be amended or rescinded by an instrument executed by two-thirds (2/3) of the Owners. Notwithstanding the foregoing, Declarant reserves the right, without the consent of the Owners, to amend this Declaration in order to complete the following: (i) correct, clarify, or make minor changes to legal descriptions provided in this Declaration; (ii) correct obvious technical or typographical errors or omissions; or (iii) to conform to any requirement of the City of Bend or Deschutes County. If Declarant in its sole discretion determines that it is necessary to amend this Declaration for the above stated reasons, Declarant, on behalf of itself and the Owners, is hereby authorized to execute the required amendment or amendments and record it or them in the Official Records of Deschutes County, Oregon.

**7.4 Transfer of Declarant's Rights.** Notwithstanding any other provision contained in this Declaration to the contrary, Declarant, in its sole discretion shall have the right to transfer or assign any or all of its rights under this Declaration to any other party at any time.

**7.5 Interpretation.** If the covenants, conditions, and restrictions contained in this Declaration do not apply to a situation, then regulations promulgated by Deschutes County and/or the City of Bend shall control the interpretation or decision. If a conflict arises as to the proper interpretation of the covenants, conditions, and restrictions of this Declaration, the opinion of the Declarant shall be final in resolving the conflict.

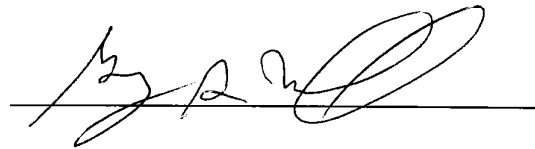
**7.6 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**7.7 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,** Declarant has signed this Declaration on this 10 day of January, 2013.

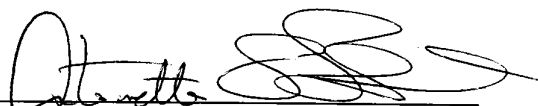
**DECLARANT:**

Long Term Bend Investors, LLC  
an Oregon Limited Liability Company



**State of California**  
**County of Los Angeles**

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of January, 2013 by Gary G Miller, who stated that he is a member of Long Term Bend Investors, LLC, an Oregon Limited Liability company and acknowledged said instrument to be the free and voluntary act and deed of said company, for the use and purpose therein mentioned, and stated that he is authorized to execute the foregoing instrument on behalf of said company.

  
Notary Public for California  
My Commission Expires: 5-22-15