

VOL: 2000 PAGE: 17543
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-17543 * Vol-Page

Printed: 05/05/2000 09:55:15

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: May. 5, 2000; 9:53 a.m.

RECEIPT NO: 20422

DOCUMENT TYPE: Planned Community
 Subdivision Amendment

FEE PAID: \$96.00

NUMBER OF PAGES: 14

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

MODIFICATIONS TO
DECLARATION AND ESTABLISHMENT OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR SUN CLOUD ESTATES, BEND, OREGON

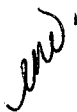
It is the intention of the owners of property in Sun Cloud Estates, Bend, Oregon, to modify the protective covenants and restrictions as previously recorded in Deschutes County, State of Oregon, Book and Page numbers 425-2584, on October 11, 1996. Said owners wish to maintain a quiet, wooded environment, with the continuity of building appearance and protection of property values being the primary objectives. In addition, as the owners/residents wish to enjoy the serenity of country living, certain building and activity restrictions to protect all owners/residents within the subdivision are hereby established. It is the intention of the owners/residents that these restrictions shall be applied with common sense and discretion.

Therefore, the owners/residents have agreed to form the Sun Cloud Estates Homeowners Association. All lot owners in Sun Cloud Estates shall be members of the Association, and shall have the option of serving on any and/or all committees formed by the Association. Each lot shall be entitled to one vote on matters before the Association and/or its committee(s). However, should an individual or individuals own more than one lot, then, for the purposes of the Association and/or its committee(s), the individual or individuals shall have but one vote as a property owner. Majority rule shall prevail on all matters before the Association, with no fewer than sixty (60) percent of Association members voting. Majority rule shall prevail on all matters before Association committees, with no fewer than two (2) members serving on any given committee. Absent members may vote by proxy on matters before the Association or its committees.

This declaration is hereby made on March 1, 2000, by the following:

Thomas Tapia, owner, Lot 1
Larry & Lucy Parks, owners, Lot 2
Michael Tague & Jonell Dean, owners, Lots 3 & 4
Edwin & Rhoda Hill, owners, Lots 5 & 6
Carolyn Esky, owner, Lot 7
Nancy Breitenstein & Nettie Morrison, owners, Lot 8

Return document to:

 Rhoda Hill
20655 Sunbeam Lane
Bend, OR 97701-9246
Ph: 541-617-1210

Whereas, Declarants intend by this declaration to make a covenant running with the land of both covenantor(s) and covenantee(s);

Whereas, it is the intention and desire of Declarants to impose mutual and beneficial restrictions under a general plan or scheme of improvement for the benefit of all the owners of real property within the subdivision known as Sun Cloud Estates, Bend, Oregon, and described in Article 1, by legal description (Exhibit A) and plat map (Exhibit B), and all future owners of said real property;

Now, therefore, Declarants do declare that all of the property described in Article 1 is held, and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants, and reservations, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, use, and sale of the property, and are established and agreed to for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part of it. All of these limitations, restrictions, and covenants will run with the land, and will be binding on all parties having or acquiring any right, title, or interest in the property described in Article 1 or any part thereof, and will inure to the benefit of all of the property described in Article 1 and the present and future owners of said property.

ARTICLE 1. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is legally described on attached page marked Exhibit A and the attached plat map marked Exhibit B.

ARTICLE 2. DEFINITIONS

The Property: means the property described in Article 1, Exhibit A.

Map: means the recorded map referred to in Article 1, Exhibit B.

Lot: means one of the numbered parcels of the real property listed on Exhibit B.

Setback: means the minimum distance between the residence or other structure referred to, and a given street and/or property line.

Building limits: means the area defined by the setback from the street and side lot lines, and a building limit line across the rear of the lot(s).

Plan Review Committee: means a committee comprised of not less than three (3) members of the Sun Cloud Homeowners Association, which is established to review and approve building plans, improvements and/or additions to existing residences and/or outbuildings, fences, or other property improvements. Residents of occupied lots as of March 5, 2000, will serve initially as members of the committee. One committee member will serve a 3-year term, one member will serve a 2-year term, and one member will serve a 1-year term. As each term expires, the position will be filled with an eligible member of the Homeowners Association who will serve a 3-year term on the committee. Majority rule will prevail on decisions before the committee, with no fewer than two(2) members participating in any decision by the committee.

ARTICLE 3. BUILDING RESTRICTIONS

No building, other than a single-family residence with customary and suitable outbuildings as permitted by law, may be erected, constructed, or altered on any of the lots. All plans must have the prior approval of the Association's Plan Review Committee.

All property owners must comply with the laws and regulations of the State of Oregon, County of Deschutes, and any applicable municipality regarding fire protection, animal control, building construction, water, sanitation, and public health. Septic tanks and drainfields must meet Deschutes County Health Department standards.

Plans submitted to the Plan Review Committee are to show specifications, nature, kind, shape, height, materials, and color of exterior finish to be used. Construction is to be in compliance with all applicable building codes. Topography, location in relation to other structures and property lines, and harmony of external design are factors to be considered before approval to construct is granted by the Plan Review Committee. This rule shall also apply to fences, outbuildings, and all other improvements. Trees to be removed for construction shall be marked. Proposed plans must be submitted to the Plan Review Committee not less than sixty (60) days prior to commencement of construction. Plans may be submitted at any time prior to this deadline.

ARTICLE 4. ARCHITECTURAL GUIDELINES

Building size: Residential buildings must have a minimum of fourteen hundred (1400) square feet of living area, exclusive of garages. No manufactured homes shall be allowed in the Sun Cloud Estates subdivision. No mobile homes shall be allowed on a permanent basis.

Setbacks: Setbacks must conform to Deschutes County requirements. In addition, the front setbacks, side setbacks, and rear setbacks must all be a minimum of one hundred (100) feet from any and all property lines at the front, sides, and rear of each lot. A variance from this rule may be possible for an exceptional building or view site, but any variance must have the approval of the Plan Review Committee prior to the intended commencement of construction.

Building completion: Once actual construction of the residence has begun, the owner must complete construction to occupancy-ready within one year of the onset of construction.

Exterior walls: Materials must be approved by the Plan Review Committee. No metal or plywood siding will be approved or allowed.

Colors: Exterior colors shall be compatible with neighboring homes and must be approved by the Plan Review Committee.

Driveways: Driveways shall be asphalt, concrete, or crushed rock only. No cinder or dirt driveways will be allowed.

Fences: Private enclosures are allowed, but must be approved by the Plan Review Committee. Boundary fences must be of an open nature.

Appearance: All garbage, trash, cuttings refuse, garbage containers, and clothes drying Apparatuses shall be screened from the view of neighboring lots. Each lot and its improvements shall be maintained in a clean and attractive fashion, so as not to create a fire hazard and/or a visual nuisance to the neighborhood.

Exterior lighting: Exterior lighting shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby.

Television satellite dishes: Location of television satellite dishes must have the approval of the Plan Review committee prior to installation.

ARTICLE 5. RESTRICTION ON USE OF PROPERTY

No offensive or commercial activity shall be permitted, nor anything done which may be or may become an annoyance to other subdivision lot owners

No storage of materials, junk, trash, or manure is allowed.

No storage of cars, trailers, campers, boats, house trailers, living trailers, or self-propelled vehicles of any type is permitted on any street or building site if said storage is visible from the street or from any adjoining lot.

No firearms of any kind shall be discharged within the Sun Cloud Estates subdivision.

No property may be used to raise, breed, or keep farm or domestic animals such as chickens, turkeys, ducks, geese, cows, horses, swine, goats, sheep, llamas, etc. No exotic animals may be kept, whether as pets or for commercial purposes. A reasonable number of household pets are allowed.

No signs of any kind, or other advertising device of any sort, for any purpose or use whatsoever, may be erected on any lot in Sun Cloud Estates, with the sole exception of one sign, not larger than 18x24 inches, used to advertise a lot or residence for sale or for lease. Said sign must be maintained and must be promptly removed at the completion of any such transaction.

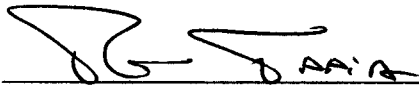
AMENDMENTS TO DECLARATION

This declaration may be amended at any time, and from time to time, by an instrument in writing, signed by a majority of the then owners of record of the properties in Sun Cloud Estates. A written instrument will become effective on its recording with the Deschutes County Recorder.

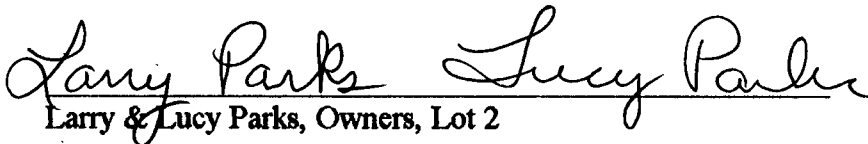
These restrictions have neither the intent nor the purpose to in any way affect subdivision standards set by the County of Deschutes, State of Oregon.

In Witness Thereto, Declarants have executed this Agreement on the date first written above.

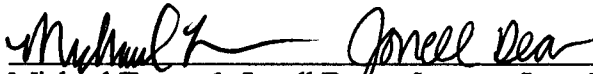
Declarants:



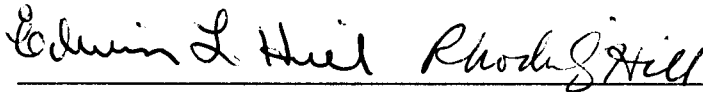
Thomas Tapia, Owner, Lot 1



Larry & Lucy Parks, Owners, Lot 2



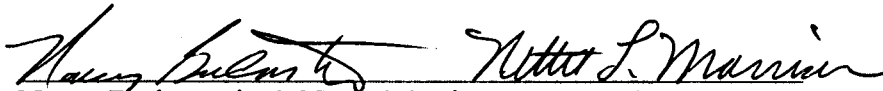
Michael Tague & Jonell Dean, Owners, Lots 3 & 4



Edwin & Rhoda Hill, Owners, Lots 5 & 6



Carolyn Esky, Owner, Lot 7



Nancy Breitenstein & Nettie Morrison, Owners, Lot 8

2000-17543-7

STATE OF OREGON,

County of Deschutes } ss.

FORM No. 23—ACKNOWLEDGMENT.
Stevens-Ness Law Publishing Co. NL
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 28th day of March 19 2000
before me, ~~the~~ undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Thomas Japia

known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that he.....executed the same freely and voluntarily.



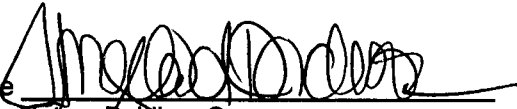
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

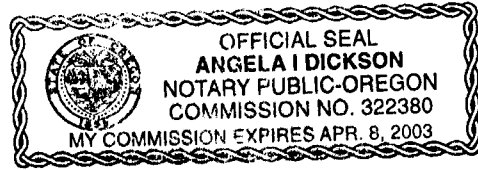
Carol Callahan
Notary Public for Oregon
My commission expires 7-19-2000

2000.17543.9

On 4/12/2000 before me, Angela I. Dickson, personally appeared Michael L. Tague and Jonell Dean, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the persons or entities upon behalf of which the persons acted executed the instrument.

WITNESS my hand and official seal.

Signature 
Notary Public - Oregon
My commission expires: April 8, 2003



2000.17543-10

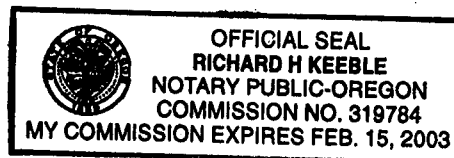
STATE OF OREGON,
County of Deschutes

Be It Remembered, That on this 14 day of April, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDWIN GAVIN HILL AND RHODA GRACE HILL

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Richard H. Keeble
Notary Public for Oregon
My Commission expires Feb 15, 2003



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

INDIVIDUAL ACKNOWLEDGMENT

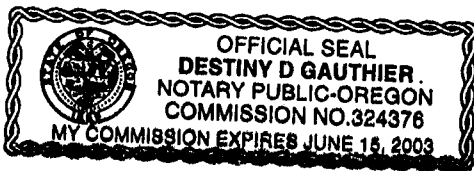
State of Oregon }
 County of Deschutes } ss.

On this the 24th day of April, 2000,
 before me, Destiny D Gauthier,
Name of Notary Public

the undersigned Notary Public, personally appeared
Carolyn Eaker,
Name(s) of Signer(s)

☐ personally known to me
☒ 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 that
 he/she/they executed it.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to
 persons relying on the document and could prevent fraudulent removal and
 reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: modification to Declaration of Establishment of protective covenants
restrictions for suatland Estates.
 Document Date: 3/1/2000 Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
 OF SIGNER #1
 Top of thumb here

RIGHT THUMBPRINT
 OF SIGNER #2
 Top of thumb here

2000-17543-12

STATE OF OREGON

County of Deschutes On this 4th day of May 2,000

Before me appeared Nancy Breitenstein and Nettie Morrison and both to me personally Known, who being duly sworn, did sign this document in the presence of me, a Notary Public For the State of Oregon, and acknowledged said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed My official seal the day and year last written above.

Notary Public for Oregon.

My Commission Expires:

July 7, 2001

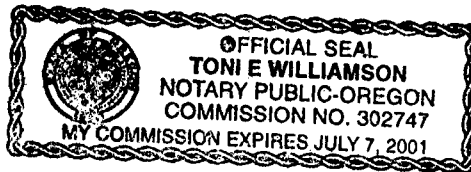


Exhibit "A"

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section Thirty-three (33), Township Sixteen (16) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon.

TOGETHER WITH the Westerly 1292.66 feet of the South 67.97 feet of the SW1/4 NE1/4 of Section 33.

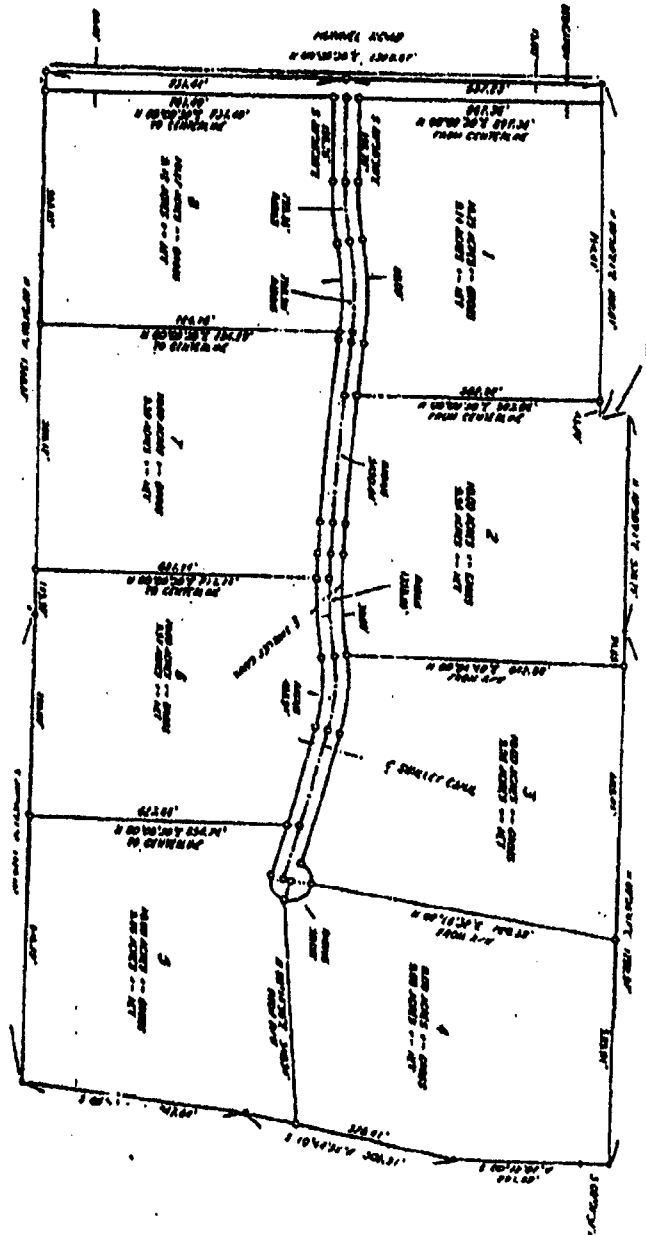
ALSO TOGETHER WITH a parcel of land lying in the SE1/4 NW1/4 of said Section 33, described as follows:

Beginning at the Southeast corner of the SE1/4 NW1/4, also being the Center Quarter corner of said Section 33; thence South 89° 57' 57" West along the South line of said SE1/4 NW1/4, 514.55 feet, more or less, to the centerline of the Swalley Irrigation Canal; thence leaving said South line and commencing along the centerline of said Swalley Canal, North 13° 17' 30" West, 69.83 feet to a point lying 67.97 feet Northerly of said South line of said SE1/4 NW1/4; thence North 89° 57' 57" East along a line parallel to and 67.97 feet North of said North line, 530.62 feet, more or less, to the East line of said SE1/4 NW1/4; thence South 00° 07' 29" West along said East line, 67.97 feet to the point of beginning.

EXCEPTING THEREFROM a portion of the NW1/4 SE1/4, Section 33, described as follows: Beginning at the Southeast corner of said NW1/4 SE1/4; thence South 89° 58' 00" West along the South line of said NW1/4 SE1/4, 173.55 feet; thence leaving said South line North 05° 44' 17" East, 547.49 feet; thence North 10° 44' 14" East, 502.49 feet; thence North 00° 14' 22" East, 291.86 feet to a point on the North line of said NW1/4 SE1/4; thence North 89° 59' 12" East, 25.99 feet to the Northeast corner of said NW1/4 SE1/4; thence South 00° 05' 11" West along the East line of said NW1/4 SE1/4, 1330.21 feet to the point of beginning.

2000-17543-14

425 - 2589



200-175438

State of California

County of Contra Costa }

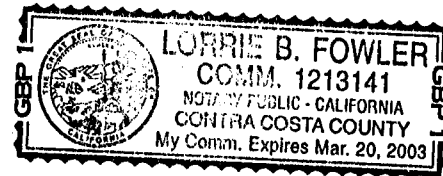
On March 10, 2000, before me the undersigned Notary Public, personally appeared:

Larry Parks and Lucy Parks

X 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.

Lorrie B. Fowler



State of California

County of _____ }

On _____, before me the undersigned Notary Public, personally appeared:

____ 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.
