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SUNSCAPE SUBDIVISION

DECLARATION OF

COVENANTS, CONDITIONS & RESTRICTIONS

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Alterra Investments LLC
505 SW Mill View Way, Suite 250
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**SUNSCAPE SUBDIVISION
COVENANTS, CONDITIONS, AND RESTRICTIONS
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**DECLARATION OF
SUNSCAPE SUBDIVISION
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These Covenants, Conditions and Restrictions (CCRs) are made this 6th day of December, 2006 by Alterra Investments LLC, hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Redmond, Deschutes County, State of Oregon, described as follows:

**Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 of SUNSCAPE
Subdivision, Deschutes County, Oregon.**

The property described above is hereby subject to these Covenants, Conditions and Restrictions and will be known as SUNSCAPE Subdivision, hereinafter referred to as SUNSCAPE Subdivision.

SUNSCAPE Subdivision is being developed as a residential community. Except where this Declaration for SUNSCAPE Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest. In the event any of the development standards or use restrictions of this Declaration conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Redmond, the more restrictive standard or requirement of the applicable City of Redmond ordinance shall apply.

Section 1. DEFINITIONS

1.1 Declarant.

The term "Declarant" shall mean Alterra Investments LLC, or its successors in interest.

1.2 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for SUNSCAPE Subdivision.

1.3 Fence.

The term "Fence" shall mean a structural barrier which separates one space from another, is used to define property boundaries, or which is constructed for ornamental purposes.

1.4 SUNSCAPE Subdivision

The term "SUNSCAPE Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration

1.5 Homesite.

The term "Homesite" shall mean a Lot as defined herein.

1.6 Improvements.

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, walkways, Fences and barriers, retaining walls, stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, Park Strip (if any), signs, storage areas and all other Structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.7 Lot

The term "Lot" shall mean each lot described on a subdivision plat or partition map or any alteration thereof as may be made by a valid lot line adjustment.

1.8 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a contract sale.

1.9 Park Strip.

The term "Park Strip" shall mean the area between the curb and the property line along NW 28th St. and NW Cedar, excluding any sidewalk.

1.10 Streets.

The term "Streets" shall mean any Street, highway, alley or other thoroughfare within or adjacent to SUNSCAPE Subdivision and shown on

any recorded subdivision or partition map, or survey map of record, whether designated thereon as Street, alley, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

1.11 Structure.

The term "Structure" shall mean anything constructed or built, any edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, which requires location on the ground or is attached to something having a location on the ground, including patio coverings, excepting outdoor areas such as areas covered with pavers, asphalt, concrete, open patios, driveways, sidewalks and alleys.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUNSCAPE SUBDIVISION.

2.1 General Declaration Creating SUNSCAPE Subdivision.

Declarant hereby declares that all the real property located in Deschutes County, Oregon, known as SUNSCAPE Subdivision as recorded on December 6, 2006, shall be encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions, and Restrictions of SUNSCAPE Subdivision run with all of said real property, including any addition thereto, for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest set forth in this Declaration.

Section 3. RESTRICTIONS.

3.1 Antennas.

Exterior antennas for television, radio, satellite or other electronic telecommunications facilities shall be sized, sited and screened to render the antenna(s) nonobtrusive. All antennas shall be screened from front view.

3.2 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps, air conditioners, solar heating systems, and other service facilities located on the Lot shall be screened from front view.

3.3 Driveways and Walkways.

Allowed materials for driveways include concrete, asphalt and masonry. All driveways shall be finished prior to occupancy. Owners are responsible for repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons.

3.4 Exterior Colors and Materials.

All exterior colors and materials including those for trim, windows and doors shall be muted earth tones such as, but not limited to brown, green, dark red, blue or yellow.

3.5 Exterior Lighting.

All exterior lighting must be indirect and/or shielded. The lighting chosen must have only a single bulb using no more than 60 watts. Colored light sources are prohibited. Indirect, low walkway and landscape lights less than 18" high are acceptable.

3.6 Fences and Walls.

All Fences within the SUNSCAPE Subdivision shall be no more than six (6) feet in height. When Fences extend in front of the house, they shall be no more than three (3) feet in height. Fences are prohibited within the city right of way. Height shall be measured from the finished grade.

Chain-link fencing is prohibited. Wood, vinyl, and similar materials are acceptable fencing.

3.7 Garages.

All Homes shall have at least a two-car garage. Carports are prohibited.

3.8 Improvements.

Homes shall be constructed at a minimum size of 1400 square feet. No T1-11 siding is allowed on the front elevations.

Each Lot shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Yards must be improved and landscaped not later than 90 days from occupancy.

During construction, builders shall not disturb adjoining Lots, without the adjacent Lot Owner's permission. All Lots shall provide a front walk a minimum of 3' in width, which accesses the front of the house from the sidewalk or Street. All front entries are required to be at least 18 inches above finish grade with a minimum of 2 risers to front porch.

Each Owner shall maintain the sidewalk in front of their Homesite.

3.9 Landscaping.

Each Owner shall irrigate and maintain the Park Strip landscaping in front of their house. Each owner shall plant two street trees in the Park Strip from the approved City of Redmond street tree list, with the exception that Owners of Lots 9, 11 & 13 may plant only one tree because of their narrow flag lots.

The front, side and rear yards shall have shrub, grass, and bush plantings incorporated in the landscaping with bark, rock or other ground cover preventing erosion in non-planted areas. At least 50% of the front yard shall be covered in grass.

Installation of underground sprinkler systems for front yards of each home is mandatory.

3.10 Livestock, Poultry and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance. Doghouses shall be limited to two, and only allowed in the rear yard. Owners are responsible to clean up animal waste.

All pets are subject to the City of Redmond leash laws. Animal nuisance ordinances are also in effect for barking and trash strewing dogs. Pets shall be kept on leash and under the Owner's control at all times it is off of an Owner's Lot.

3.11 Lot Area Width, Setback Lines.

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Redmond Zoning and Use Regulations and as shown on the Plat. No Lot shall be further partitioned or subdivided.

3.12 Nuisances.

Fences, walls and hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs that encroach on any other Lot shall be trimmed and pruned if it is a nuisance to neighbors.

3.13 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and approval and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting. (exception allowed during winter months)

No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy. The rental period shall not be less than one month. Home occupations will be allowed as authorized by the City of Redmond Zoning Ordinance.

3.14 Required Setbacks.

All Improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Redmond setbacks, building height limitations, solar setbacks, building codes and these CCRs for SUNSCAPE Subdivision.

3.15 Roofs.

All roofs and roofing materials shall be limited to quality composition roofs (25-year or better), slate, tile, fiberglass, metal or other acceptable fire resistant materials. Wood, shake-shingle or other highly combustible roof materials are prohibited. All roofs colors shall match exterior paints.

All Homes shall have a roof pitch of 6/12 or steeper, without exception.

3.16 Sidewalks.

Owners are responsible for clearing their sidewalks of snow and for clearing debris from their front yard.

3.17 Sight Distance at Intersection.

Sight distance at intersections shall conform to City of Redmond street design specifications.

3.18 Signs.

A maximum of two signs identifying the business name of the general contractor and/or the business name of a subcontractor performing construction services on the Lot may be installed on a Homesite during construction. Owner may display not more than one (1) "for sale" sign or one (1) "for rent" sign per Lot. Said signs shall be limited in size to not more than four (4) square feet. Temporary political signs are allowed before elections. All other signs are prohibited.

3.19 Solar.

Owners may install solar panels for solar thermal and solar photovoltaic to the roofs keeping them to the rear of the homes and as flush with the roof as possible.

3.20 Structures and Out Buildings.

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding, whether permanent or temporary, shall be erected or placed on any Lot. Portable storage units, tarps and covers are prohibited.

3.21 Utilities.

Utility lines and pipes must be buried. Electrical panels and meters shall be placed on the side or rear of the houses and screened from street side view.

3.22 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed an attractive manner so that the Lot does not become an eyesore or fire hazard or diminish the values of other properties.

3.23 Water and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any Lot.

Section 4. DECLARANT'S IMMUNITY.

The Declarant has the same authority to enforce these CCRs as an Owner. The Declarant has no obligation to enforce or attempt to enforce these CCRs. Owners hereby releases Declarant and hold Declarant harmless from and against any claim arising in connection with the development of SUNSCAPE or related to Declarant's acts or omissions in preparing, filing or enforcing these Covenants, Conditions and Restrictions.

Section 5. DURATION AND AMENDMENT OF THIS DECLARATION.

5.1 Duration.

The Covenants, Conditions and Restrictions of SUNSCAPE Subdivision shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years form the date this Declaration is recorded. However, unless within the year prior to the date of said termination, there

shall be recorded in the Deschutes County Recorder's office an instrument directing the termination of this Declaration, signed by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration, the Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years. The term of this Declaration shall thereafter be extended for successive (10) year periods unless a notice of termination is executed and recorded in the year prior to the termination as provided in the previous sentence.

5.2 Amendment.

This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy-five (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 6. ENFORCEMENT.

6.1 Enforcement

The Declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these covenants, conditions and restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

6.2 Small Claims Court Claims. In lieu of mediation, arbitration or litigation in any other court of law, all claims arising directly or indirectly from the rights and obligations conferred by this Declaration alleging money damages only, and within the jurisdiction of the Small Claims Division of the Deschutes County Circuit Court, shall be brought and decided there, but only if an active Small Claims Court is established and active.

6.3 Mediation.

All claims arising directly or indirectly from the rights and obligations conferred by this Declaration not subject to resolution in the Small Claims Division of the Deschutes County Circuit Court shall be mediated prior to arbitration or litigation. The parties to such a dispute shall agree upon a mediator within ten (10) days of a written request by one of the parties delivered to the other party(ies). If they cannot agree, each party may identify a Redmond, Oregon attorney who shall consult with the other

party's designated attorney for the purpose of choosing a mediator. The attorneys shall identify a mediator and provide each party notice of the date and time mediation is to be conducted. The cost of mediation shall be shared equally by the parties to the dispute, unless otherwise agreed to at mediation.

6.4 Arbitration.

All disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred by this Declaration not subject to resolution in the Small Claims Division of the Deschutes County Circuit and not resolved by Mediation shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those arbitrators shall select a person to arbitrate the dispute. All arbitrators shall be Redmond attorneys, experienced in real property law.

The costs of arbitration proceedings including the arbitrator's fees shall be shared equally by the parties to the dispute. If the person bringing the claim is the Declarant, the prevailing party shall recover from the other parties its reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.36.600 through 36.740, or its successor, shall apply.

If a necessary party to a dispute cannot be compelled to arbitrate, the dispute shall be tried in the Deschutes County Circuit Court.

Section 7. EFFECT OF DECLARATION.

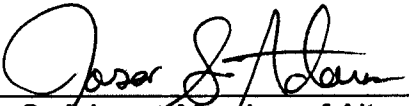
The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in SUNSCAPE Subdivision and shall bind, benefit and burden each Lot in SUNSCAPE Subdivision, including any additions

thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in SUNSCAPE Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, invitees, or any other party claiming or deriving any right, title or interest or use in or to any real property in SUNSCAPE Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as SUNSCAPE Subdivision and their successors in interest including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

Section 8. SEVERANCE.

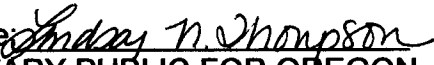
The provisions of this agreement are declared to be severable. If a court or arbitrator of competent jurisdiction finds or holds that any provision or clause in this Agreement is invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent. If the parties fail to negotiate a substitute, the arbitrator or the court shall reform the agreement with a provision which most nearly effects the parties' intent.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 6th day of December, 2006

By 
Jason S. Adams, Member of Alterra Investments LLC

STATE OF OREGON, County of Deschutes, ss.

The above named JASON S. ADAMS personally appeared before me as member of ALTERRA INVESTMENTS LLC and acknowledged the forgoing instrument as his voluntary act.

Before me 
NOTARY PUBLIC FOR OREGON
My commission expires: May 25, 2009

