

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CRESTRIDGE ESTATES

COVENANTS, CONDITIONS AND RESTRICTIONS OF CRESTRIDGE ESTATES, A SUBDIVISION IN THE
COUNTY OF DESCHUTES, STATE OF OREGON

These Covenants, Conditions and Restrictions hereinafter referred to as CCRs are made this 8th day of June, 2023 by the owners of the lots comprising the Crestridge Subdivision in Deschutes County, Oregon. Owners adopt these CCRs in order to ensure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of lots and residences. These CCRs shall run with the land and shall burden each lot in the subdivision in perpetuity under the following terms and conditions:

ARTICLE I – DEFINITIONS

- 1) ASSOCIATION shall mean the Crestridge Estates property owners, its successors and assigns.
- 2) SAID PROPERTY shall mean and refer to that certain real property within Crestridge Estates.
- 3) COMMON AREA shall mean all of the land and appurtenances intended to be devoted for the common use and enjoyment of the members of the Association. This shall include the Crestridge Estates entry gates and community mail box area.
- 4) DESIGN AND REVIEW COMMITTEE shall mean a committee appointed by the Association in accordance with the Bylaws of the Association.
- 5) LOT shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.
- 6) MEMBER or OWNER shall mean every person or entity who holds membership in the Association.
- 7) ROADWAY means street, highway or other thoroughfare as shown on the recorded plat of said property.

ARTICLE II – PROPERTY RIGHTS

- 1) Owners' Easement of Enjoyment: Every owner shall have a right and easement of ingress and egress that shall pass with the title of every lot, subject to the Association common area.
- 2) Right of Association to Transfer Common Area: The right of the Association to dedicate or transfer all or any portion of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions must be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least 2/3 of the votes by members of the Association which are present or represented by proxy and are entitled to cast a vote at a meeting duly called for such purpose.

Rules and Regulations: The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and individual lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners prior to the rules' effective date. Such regulations shall be binding upon the owners, their families, tenants, guests, invitees and agents until and unless such regulations, rules or requirements shall be specifically overruled, cancelled or modified by the Board or the Association in a regular or special meeting by the vote of members holding a majority of the total votes in the Association. The Board shall have the authority to impose reasonable monetary fines and other sanctions, that may be collected by lien and foreclosure as provided in Article VI.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

- 1) Membership: Every person or entity who is the record owner of any lot that is subject to this declaration shall be deemed to have membership in the Association. Membership shall be appurtenant to and may not be separate from such ownership. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. The rights and privileges of membership, including the right to vote, may be exercised by any one member. In no event shall more than twelve votes be afforded to any single entity or owner by reason of owning multiple lots.

ARTICLE IV – MAINTENANCE

- 1) Association's Responsibility: The Association shall maintain and keep in good repair the Common Area responsibly. Such maintenance is to be funded as hereinafter provided. This maintenance shall include but not be limited to, maintenance, repair and replacement subject to any insurance then in effect, of all landscaping and other floral, structures and improvements situated upon the area of common responsibility.
- 2) Owners' Responsibility: Except as provided in Section 1 of this Article, all maintenance of each lot and residence thereon, shall be the responsibility of the owner and each owner shall maintain and keep in good repair such property and all improvements.

ARTICLE V – RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 1) Common Area: The Association, subject to the rights of the owners set forth in this declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements therein, and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this declaration and the Bylaws.
- 2) Services: The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this declaration.
- 3) Implied Rights: The Association may exercise any other right or privilege given to it expressly by this declaration or the Bylaws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- 4) Right of Entry: The Association shall have the right in addition to and not in limitation of all rights it may have, to enter onto lots for emergency, security or safety purposes which right may be exercised by the Board of Directors, agents, employees, managers and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be permitted during reasonable hours and after reasonable notice to the owner or occupant of the lot.

- 5) Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the restrictions contained in these CC&R's. Unless an emergency situation exists, the Board shall give the violating Property Owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fee actually incurred shall be assessed against the violating Property Owner and shall be collected as provided for herein for the collection of assessments.

ARTICLE VI – ASSESSMENTS

- 1) Purpose of Assessment: The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.
- 2) Creation of Assessments: Each owner of any lot, by acceptance of this declaration or deed therefore, whether or not it shall be so expressed in such deed, covenants and agree to pay to the Association;
a) annual assessments or charges and b) special assessments. Such assessments to be established and collected as hereinafter provided. All such assessments, together with late charges, interest (not to exceed the maximum legal rate), costs and reasonable attorney's fees actually incurred, shall be charged on the land and shall be a continuing lien upon the lot against which each assessment is made.
- 3) Computation of Assessment: It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each lot to be delivered to each member at least thirty(30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the owners. Notwithstanding the foregoing however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.
- 4) Special Assessments: in addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of the special assessments allocated to each lot does not exceed \$500 in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocated to any lot to exceed this limitation shall be effective only if approved by a majority of the members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.
- 5) Lien for Assessments. All sums assessed against any lot pursuant to this declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except for (a) liens for ad valorem taxes or (b) liens for all sums unpaid on the first mortgage or on any mortgage to declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other persons acquiring liens or encumbrances on any lot after this declaration shall have been recorded in such records and shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

- 6) **Effect of Nonpayment of Assessments and Remedies of the Association:** Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten(10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten(10) days following the due date. If the assessment is not paid within thirty(30) days, a lien as herein provided, shall attach and in addition, the lien shall include the late charge, interest not to exceed the maximum legal rate on the principal amount due, the cost of placing and removing the lien, all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty(60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association, acting on behalf of the owners who shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the lot. No owner may waive or otherwise except liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessments or special assessments which are the subject matter of suit in the order of their coming due.
- 7) **Reserve Account and Contribution:** The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or the replacement cost. The Board shall set the required capital contribution if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessments, as provided in Section 3 of this Article.
- 8) **Subordination of the Lien to First Deeds of Trust and First Mortgages:** The lien of the assessments, including interest, late charges, costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any lot. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the lots, including such acquirer, his or her successors and assigns.

ARTICLE VII – ARCHITECTURAL CONTROLS

- 1) Before any structure may be constructed or placed on a lot, the owner of the proposed construction site shall comply with these CCRs. Failure to do so shall be deemed a violation of the CCRs.
- 2) Architectural control over any improvements within the subdivision shall be exercised exclusively by the Design and Review Committee. Improvements include all structures, landscaping, fences and screening which requires Design and Review Committee approval. Landscaping within 50 feet of the house is permitted without Design and Review Committee approval.
- 3) No house, garage, fence, wall or other structure or building upon any lot, or in any area or part of Crestridge Estates shall be erected or constructed unless and until a complete set of plans, specifications and plot plan thereof has been submitted to, reviewed and approved in writing by the

Design and Review Committee. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, all yard landscaping, building or structure to be erected or constructed and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the completed structure.

- 4) Within fifteen(15) days after the plans are submitted, the plans shall be reviewed by the Design and Review Committee and the lot owner shall be advised in writing as to the Design and Review Committee's decision. No structure shall be started without approval of the Design and Review Committee. If any aspect of the proposed plan does not meet the criteria for development for the Crestridge Estates subdivision, the lot owner may revise and resubmit them until they are approved.
- 5) After approval of the plans, the lot owner may begin construction in accordance with the plans. Construction not in conformity with the approved plans shall be deemed a violation of these CCRs.
- 6) No construction, maintenance or other work on, alterations to or activity related to such construction, maintenance or other work for or to any house, building or structure on or to be erected or constructed on any lot, or any area in or part of Crestridge Estates, shall be undertaken unless and until the Design and Review Committee has specifically approved such work and authorized its commencement. The owner, its contractor, subcontractors, agents, employees, guests and invitees shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnifies and holds the Design and Review Committee and HOA Board harmless from any claim, loss or liability, including any attorney's fees, arising from or relating to such work.
 - A. Any agent, officer, employee, or designee of the Design and Review Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction activity or maintenance work to determine compliance with this Article and the Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.
 - B. If, after inspection, the homeowners association believes any construction is not in agreement with the approved plans, it may halt construction, without court order, that corrective action be taken before construction can continue. The Association shall not be liable for any damages, delays or inconveniences caused by its inspection, whether or not the inspection results in the discovery and correction of any unapproved work.
 - C. The Homeowners Association or Design and Review Committee may cause any construction or maintenance work or activity not specifically authorized by this Article or not being performed in strict compliance with the terms or conditions of prior authorization or approval to be terminated immediately or changes or correction made as to make such construction or maintenance work comply with the terms or conditions or such prior authorization or approval. All owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Design and Review Committee to terminate such construction or maintenance work, require changes or modifications thereto and be bound by any such requirements to terminate or change and modify.
- 7) The following standards shall apply to and be enforced for any building or structure erected or maintained in Crestridge Estates:
 - A. Front Yard: The front yard shall be a required open space extending the full width of the lot between the front lot line and a house for a distance of not less than one hundred and fifty(150) feet.
 - B. Rear Yard: The rear yard shall be a required open space extending the full width of the lot between the rear lot line and the house for a distance of not less than fifty(50) feet.
 - C. Side Yards: The side yards shall be required open spaces extending from the front yard to the rear yard between a house and the nearest side lot line for a distance of not less that twenty-five(25) feet each or fifty(50) feet total.

Variance request can be made to the Design and Review Committee.
 - D. Roof Materials: The exterior surfaces of any roof shall be a material approved by the Design and Review Committee consistent with existing CCR guidelines which include, but are not be limited to asphalt shingles, tiles made of slate, clay or concrete and architectural style metal.
 - E. Exterior Siding Materials: The exterior surfaces, except roof, window and doors of all houses shall be wood, wood/cement type lap siding, stone, cultured stone, or brick.
 - F. Garages: Each home will have a minimum three car garage oriented so as not to face the street.

- G. Encroachment: Each parcel is to pave the encroachment area between the edge of the street to the front property line to a width of not less than twenty-four(24) feet. Said paving to be done at the time a building is completed.
 - H. Minimum Area of Houses: The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 1,800 square feet. The ground floor area of any two-story house, excluding open porches, decks and garages shall not be less than 1,200 square feet and the total floor area shall not be less than 2,000 square feet.
 - I. Fences and Walls: No fence, hedge or wall shall be erected, placed or permitted to remain on any lot in said development without the prior written approval of the Design and Review Committee and must comply with local ordinances. This plan may be submitted after building and site plans, but prior to erection of fence, hedge or wall. Fences or walls of any kind should not enclose the homeowners entire lot, i.e. no fencing or walls around your property line.
 - J. Exterior Colors: All exterior colors are to be subdued in muted earth tones and require Design and Review Committee approval. Homes and outbuildings repainted in the exact same color do not need approval from Design and Review Committee to repaint.
 - K. Design and Style of Houses, Buildings and Structures: Houses, buildings and structures and improvements or alterations thereto shall be constructed and maintained utilizing quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses and structures and the general area. All houses, buildings or structures erected, constructed or maintained in Crestridge Estates shall comply in all respects with the provisions of this declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Deschutes County and the State of Oregon.
 - L. All Power from the street to any structure on the lot must be underground.
- 8) The Design and Review Committee shall have control over the development concept, which may vary from lot to lot within the subdivision in consideration of the unique design of each home and or other structure.
- 9) The owners of each lot shall be responsible for any and all damage to streets and utilities adjoining their lots during construction. No structure shall be occupied until all damage is repaired. Builders and owners shall keep streets clean and free from mud and debris at all times. Failure to do so will allow the Association to halt construction.

ARTICLE VIII – USE AND MAINTENANCE OF PROPERTY

- 1) All lots in the subdivision shall be for single family residential use only. Any permanent multi-family, communal or group use is prohibited. No business venture shall be conducted in or about any property in the subdivision. Home occupations which do not generate traffic to and from the Redmond Residence are allowed.
- 2) Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. Maintenance is to be done in accordance with usual community standards for single family residential subdivisions in the area. No owner shall permit the growth of non-native noxious weeds on their property.
- 3) Recreational vehicles including but not limited to motor homes, campers, trailers, boats, or off-road vehicles not licensed for street use shall be stored in a garage or carport in the side or back yard, not extending in front of the house that faces the street. Allowance for one of the above mentioned being parked outside provided it is parked in the back or side yard, not extending in front of the house that faces the street. Off-road vehicles may not be driven on any Crestridge Estates property except when briefly needed for legitimate landscape needs.
- 4) Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall be placed so as not to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.
- 5) No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than fourteen(14) days.

- 6) No animals, and/or livestock, including but not limited to horses, cows, pigs, goats etc or poultry of any kind, shall be kept on any subdivision lot with the exception of the following: Chickens limited to 6 hens (no roosters) may be kept in a contained area. Chicken coops must be approved by the Design and Review Committee and be consistent with other structures on the property. Dogs, cats and other in house pets may be kept if in compliance with local controls and if they are not kept for any commercial or breeding purposes. Dogs must be on a leash when being walked through the neighborhood.
- 7) All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the subdivision.
- 8) No trailer, van, bus, camper, motor home, truck, tent, garage, barn or storage structure located in the subdivision shall be used as a residence, either permanently or temporarily.
- 9) One sign advertising the property for sale or rent is permitted. Political signs are limited to two (2) and may be posted no sooner than 45 days prior to an election date and must be removed within 3 days of the election date. Signs for personal/property protection such as "No Trespassing", "No Soliciting" and "Security System" signs are allowed.
- 10) Ham Radio antennas are not allowed.
- 11) No lot shall be improved in such a manner that it would interfere with the sunlight for solar equipment on an adjacent dwelling. Any solar collection equipment must be approved by the Design and Review Committee.
- 12) All out-buildings and storage sheds must have Design and Review Committee approval and be constructed of the same exterior materials as the main dwelling and color match the main house. Metal or plastic sheds are not allowed.
- 13) Above ground pools are not permitted.
- 14) Pond pumps and filtration shall be permitted.
- 15) Vacant lots must be maintained in a reasonable, presentable condition by owner. The owner has thirty(30) days in which to remedy a violation, unless it is essential for the health and safety of the development that the land be brought into compliance within a shorter period of time. The Association may remove debris, weeds or other waste material and plant or replant, trim, cut back, remove, replace, cultivate, and/or maintain hedges, trees, shrubs, plants or lawns and charge the expense thereof to said owner. Such charges must be paid within thirty(30) days from notice of the amount. Notice under this provision shall be sufficient if mailed to the last address of owner.
- 16) Homeowners may remove trees within 50 feet of the home if the landowner feels it is a fire hazard. Beyond this 50 foot fire safety zone, no trees with a diameter of six (6) inches or more, measured at a height of four and one half (4.5) feet above ground level, may be removed without prior written approval of the Design & Review Committee.
- 17) It shall be the duty of the property owner or occupant of any lot or building site to improve and maintain in proper condition the area between the property lines of said building site and the nearest curb or improved street.
- 18) No hunting or discharge of firearms on any property.
- 19) Mobile homes of any type are not allowed.
- 20) Unmanned Aerial Vehicles, including drones, must be confined to personal use by property owner and limited to that property's borders. Owner/operator is responsible for compliance with all FAA, State and local laws.
- 21) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by local governing agencies, Department of Environmental Quality and the Deschutes County Sanitation and Water Master. Septic systems to be located where specified by Deschutes County Sanitation. Water source to be set back from septic system and cased to a depth specified by the same.

ARTICLE IX – GENERAL PROVISIONS OF THE CCRS

- 1) A time limit is hereby imposed on length of time required for construction of a residential structure. A period of time not to exceed ten(10) months is allowed from start to completion of a structure. Homeowners may apply for an extension with Design and Review Committee if necessary.
- 2) These CCRs shall run with and burden each of the subdivision lots to the benefit of any party who holds any right, title or interest in any lot, and will run in perpetuity. To amend the CC&R's, signatures of 75% (seventy-five percent) or more of the lot owners is required.
- 3) It is the responsibility of the lot owners to comply with additional restrictions as may be found on the recorded plat or subsequent plats of Crestridge Estates.

The following Covenants, Conditions and Restrictions which were previously recorded on the Crestridge Subdivision are hereby considered null and void and of no further force and effect: Covenants, Conditions and Restrictions recorded October 17, 1989, in Book 194, Page 1236, of the Deschutes County Official Records. Declaration of Protective Covenants, Conditions and Restrictions for Crestridge Estates, dated July, 1992 and recorded in the Deschutes County Official Records in Book 295, Page 2527, on April 15, 1993. Addendum to the Protective Covenants, Conditions and Restrictions for Crestridge Estates adopted June 26, 1998 and recorded July 1, 1998.

State of Oregon
County of Deschutes

This instrument was acknowledged before me on (date) by (name of representative) as (title of representative) of (name of entity or person represented).

(Personalized Seal)

Notary Public's Signature