

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 _____ day of _____, 2024 by the owners of the lots comprising the Crestridge Subdivision in Deschutes County, Oregon. Owners have adopted these CCRs to provide minimum standards for property development, architectural compatibility, and 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:

The following Covenants, Conditions and Restrictions which were previously recorded on the Crestridge Subdivision are hereby considered amended and replaced in their entirety: 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.

ARTICLE I – DEFINITIONS

- 1) ASSOCIATION shall mean the Crestridge Estates property owners, its successors and assigns.
- 2) LOT shall mean and refer to that certain real property within Crestridge Estates.
- 3) COMMON AREA shall mean 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.

ARTICLE II – RULES and REGULATIONS

- 1) Owners' Easement of Enjoyment: Every owner shall have a right and easement of ingress and egress on the streets and of the subdivision and that shall pass with the title of every lot.
- 2) 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 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 such rules and regulations, are specifically 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.

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. 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.

ARTICLE IV – MAINTENANCE

- 1) Association's Responsibility: The Association shall maintain and keep in good repair the Common Area responsibly. This maintenance shall include but not be limited to, maintenance, repair and replacement.

- 2) Owners' Responsibility: All maintenance of the lot and the residence and improvements thereon, shall be the responsibility of the owner. Each owner shall maintain and keep in good repair their property and improvements.

ARTICLE V – RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- 1) Common Area: The Association shall be responsible for the exclusive management and control of the Common Area, and shall keep it in good, clean, attractive and sanitary condition.
- 2) Services: 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 right or privilege given to it expressly by this declaration or the Bylaws.
- 4) Right of Entry: The Association shall have the right to enter onto lots for emergency, security or safety purposes. This right may be exercised by the Board of Directors 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 halt or remove any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the restrictions. 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) Creation of Assessments: Each owner of any lot, by acceptance of this declaration as amended or deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees 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.
- 2) 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. 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. 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 new budget has been approved by the Association, the budget in effect for the then current year shall continue for the succeeding year.
- 3) Special Assessments: in addition to the other assessments authorized herein, the Association may levy special assessments in any year. Any special assessment shall be effective only if approved by a majority of the members.
- 4) Lien for Assessments. All sums assessed against any lot together with late charges, interest, costs and reasonable attorney's fees actually incurred, 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 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.
- 5) 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 determine. The Association shall send a notice of delinquency 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 shall attach to the lot. 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 lein, 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.

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.

- 6) Sale of a lot: The sale or transfer of any lot shall not affect the assessment lien.

ARTICLE VII – ARCHITECTURAL CONTROLS

- 1) Before any structure may be constructed within the subdivision, 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) The Design and Review Committee are responsible to verify that the CCRs are followed.
- 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 has been submitted to and reviewed and approved in writing by the Design and Review Committee. Said plans and specifications shall include details of the building or structure to be erected or constructed, the exterior color scheme, exterior materials, all yard landscaping beyond 50 feet of the house in all directions, 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 Design and Review Committee will review the plans and advise the lot owner in writing as to their 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) 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 harmless from any claim, loss or liability, including any attorney's fees, arising from or relating to such work.
 - A. If, after inspection, the Association or Design and Review Committee believes any construction is not in agreement with the approved plans, it may halt construction, without court order, so 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.
 - B. The Association or Design and Review Committee may cause any construction work 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.
- 7) The following standards shall apply to and be enforced for any building or structure erected or maintained in Crestridge Estates:
 - A. Front Setback: The front setback shall be a required open space extending the full width of the lot between the front lot line and a house or other improvements for a distance of not less than one hundred and fifty (150) feet.
 - B. Rear Setback: 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 Setback: 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 than twenty-five (25) feet each or fifty (50) feet total.
 - D. Variance request for setback rules can be made to the Design and Review Committee.
 - E. 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 limited to asphalt shingles and tiles made of slate, clay/concrete or architectural style metal shingles.
 - F. 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. Pre-existing houses with stucco siding may construct out buildings with wood, wood/cement type lap siding, stone, cultured stone, or brick.
 - G. Garages: Unless the structure was grandfathered in, each home will have a minimum three car garage.
 - 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 2,000 square feet.
 - I. Fences and Walls: No fencing or walls are permitted around your property line. Privacy fencing and animal control fencing is allowed in the back or side of your house with design and review approval.
 - 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: 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. Unless grandfathered in, all power from the street to any structure on the lot must be underground.
- 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. Accessory Dwelling Unit (ADU) will be allowed for immediate family members only. An immediate family member is a close relative who is related by blood, adoption, or marriage. Immediate family members include: spouse, child, parent, sibling, grandparent, grandchild, stepchild, stepparent, and in-laws. All ADU's must meet county regulations and be approved by the design and review committee. ADU's must conform to Crestridge standards for outbuildings. All lots in the subdivision shall be for single family or immediate family members residential use only.
2. No customer-based traffic producing business venture shall be conducted in or about any property in the subdivision.
3. Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping of their property. No owner shall grow marijuana commercially.
4. One recreational vehicle, including but not limited to, motor homes, campers, trailers, boats, or off-road vehicles not licensed for street use, may be parked outside in the back or side yard, not extending in front of the house that faces the street. All additional recreational vehicles must be stored in a garage or carport in the side or back yard and not be visible from the street. Off-road vehicles may not be driven on any Crestridge Estates property except when briefly needed for legitimate landscape needs.
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., shall be kept on any subdivision lot with the exception of the following: Chickens limited to 6 hens in a contained area. No roosters or peacocks are allowed 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. No lot shall be improved in such a manner that it would interfere with the sunlight for solar equipment on an adjacent dwelling. The placement of any solar collection equipment must be approved by the Design and Review Committee.
 10. 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 the exterior color must match the main house. Metal or plastic sheds are not allowed. No shipping containers.
 11. Vacant lots must be maintained in a reasonable, presentable condition by the owner.
 12. Homeowners may remove trees within 50 feet of the home if the landowner feels it is a fire hazard. Homeowners may remove any trees on their property to comply with Oregon Department of Forestry (ODF) Hazard Fire requirements. Trees outside the ODF hazard fire requirements must be approved by the design and review committee before removal. Homeowners may also limb trees up to reduce fire hazard without design and review approval.
 13. No hunting or discharge of firearms on any property.
 14. Mobile homes of any type are not allowed.
 15. Unmanned Aerial Vehicles, including Drones, are to be confined to personal use by owners, their families, tenants, guests, invitees and agents and limited to that property's borders. Owner/operator is responsible for compliance with all FAA, State and local laws.
 16. Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by Local, State and Federal governing agencies

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 14 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.