

**Return To
Deschutes County Title**

AFTER RECORDING RETURN TO:

Fitch & Neary, P.C.
ATTN: Edward P. Fitch
210 SW 5th Street, Suite 2
Redmond, Oregon 97756
DE 21295CR

Deschutes County Official Records **2024-12587**
D-CCR
Stn=4 JS **05/20/2024 12:36 PM**
\$55.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$143.00**

I, Steve Dennison, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Official Records.
Steve Dennison - County Clerk

FIRST AMENDED AND RESTATED CONDITIONS AND RESTRICTIONS

The following First Amended and Restated Conditions and Restrictions (“Conditions”) are hereby adopted by LOWER BRIDGE FARMS, LLC, 70455 NW Lower Bridge Way, Terrebonne, Oregon 97760, and ROGER GROSSMANN and CYNTHIA GROSSMANN, Trustees of the ROGER AND CYNTHIA GROSSMANN REVOCABLE TRUST, 70455 NW Lower Bridge Way, Terrebonne, Oregon 97760, and CHRISTOPHER D. AND BRIANNE C. GROGAN, and imposed upon the property described in Exhibit A attached hereto and incorporated by reference herein. These Conditions and Restrictions shall run with the land and shall burden the land described in *Exhibit A* (“Subject Property”) for the benefit of the each parcel in the the Subject Property (each, a “Lot”).

These Conditions amend and restate in its entirety that certain Covenants, Conditions and Restrictions for Faith Hope and Charity Vineyard Estates made by Roger Grossman and Cynthia Grossman, recorded May 4, 2021 as Document No. 2021-27889, in the records of Deschutes County, Oregon. The “Association” created under the Original Conditions is hereby dissolved.

1. **Permitted Uses of the Subject Property.** The Subject Property may be used for the purpose of growing grass or alfalfa. Agritourism shall also be allowed. Examples of agritourism include a vineyard, winery, orchard, pumpkins, vegetables, farm to table, you pick flowers, lavender and such other uses as approved in writing by the owners of the Subject Property (an “Owner” or “Owners”).

2. **Prohibited Uses.** The following uses shall be prohibited on the Subject Property:

- (a) Raising or pasturing of livestock;
- (b) growing, manufacturing, or processing, or the sale of any cannabis or hemp;
- (c) use of any 2-4-D chemicals between the months of April and December;
- (d) keeping, raising, or allowing chickens or roosters on the Subject Property.

In addition, the pivots on the Subject Property shall be used in a manner not to interfere with the adjacent winery(ies) or guest ranch.

3. **Architectural Control Committee.** The Architectural Control Committee (the “ARC”) shall initially be composed of the Owner of 70401 NW Lower Valley Drive, Terrebonne, Oregon, until such Owner has sold five (5) Lots to third party purchasers. Thereafter, the ARC shall be composed of a minimum of three Owners, with successors appointed by the Owners. The members of the ARC shall be appointed by majority vote of the Owners, with one vote for each Lot.

Recorded by Deschutes County
Title as an accommodation only. No
liability accepted for condition of title or
validity, sufficiency or effect of document.

Where consent must be acquired by the ARC for a structure (including its plans, specifications, materials, or whatever else the ARC may determine should be reviewed), an Owner must submit a request for an ARC review at least thirty (30) days in advance of the occurrence which requires consent.

Any Owner who wishes to build a home, shop, or outbuilding on its Lot, or to fence/landscape its Lot, shall submit the appropriate review form along with any deposit as set by the ARC.

An Owner who requests an ARC review of a new home must also submit a request for a landscape review at the same time. If a request for a new home review is not accompanied with a request for landscape review, it shall be considered incomplete and shall not be processed.

Considerations such as color, design, view, effect on other Lots and any other factor may be taken into account by the ARC in determining whether or not to consent to any proposal. The ARC may waive certain architectural requirements if the ARC finds that the improvements on the Lot as a whole fit in with the design goals for the Subject Property as a whole.

If an ARC review request is complete but the Owner fails to meet any of the standards contained in these Conditions, the ARC may either:

(a) Offer a conditional approval that enumerates the specific changes the Owner must make to bring his or her project into conformity with these Conditions, or

(b) Deny the request. This second option shall only be exercised by the ARC in the event the Owner's proposal fails to comply with these Conditions and the number and/or scope of the corrections is/are too extensive to list, or by doing so the ARC would take on the unauthorized role of designer, builder, architect, or engineer. In the event an Owner's request is denied, the ARC shall return the refundable portion of the Owner's deposit within five (5) business days of its decision and the Owner may, at his or her sole discretion, submit a new or revised request for an ARC review.

In the event the ARC fails to render its decision with respect to any proposed work within thirty (30) days from the day it receives a complete request (i.e., consisting of all required materials and the necessary deposit), whether initially or upon resubmittal, the ARC shall conclusively be deemed to have consented to the Owner's proposal.

4. Use And Maintenance Of Property

4.1 Manufactured homes shall not be allowed on any Lot.

4.2 Except provided in Section 1, all Lots shall be for single family residential use only. An ADU may be allowed.

4.3 No boat, motorcycle, motor home, mobile home, camp trailer, or recreational vehicle shall be kept in open and public view in the Subject Property. All recreational vehicles must be stored in a garage or shop.

4.4 No disabled or dismantled vehicle shall be kept in on any Lot in public view for more than fourteen (14) days.

4.5 All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped within the Subject Property.

4.6 In addition to the prohibitions in Section 1, no commercial marijuana growing operation shall be allowed. Any marijuana grown for personal use shall be screened from public view.

4.7 Home occupations are allowed.

4.8 An in-home occupation business is permitted but no commercial vehicles larger than a pickup truck or van shall be parked overnight in open, public view, except during home construction. The Owners of each Lot shall be responsible for any and all damage to the streets and utilities adjoining their Lots during construction. No structure shall be occupied until all the damage is repaired. Builders and Owners shall keep streets clean, and free from mud and debris at all times.

4.9 The only animals permitted are dogs, cats, and rabbits. There are no limitations on indoor, caged animals such as birds, fish, reptiles and the like, provided they are not part of a breeding operations, and the Owner complies with all applicable local, state and federal laws. All outdoor animals shall be kept within the confines of the Owner's back yard or side yard and shall be on a leash and supervised by the Owner if taken off the property. All structures for animals shall be in the backyard of the Lot.

4.10 No sign of any kind shall be posted on any Lot except for one sign advertising the property for sale or rent, provided it is not larger than five (5) square feet.

4.11 All structures are subject to and must comply with the Deschutes County code(s) pertaining to solar setbacks.

4.12 The noise standards of Deschutes County shall apply. Noise in violation of those standards shall not be permitted.

4.13 There shall not be any parking on the streets adjacent to the Subject Property.

4.14 Each Owner shall be responsible for the exterior maintenance, repair and landscaping of their Lot and improvements.

4.15 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.

4.16 It shall be the duty of each Owner or occupant of any Lot to improve and maintain

in proper condition the areas between the property lines of said Lot and the nearest curb or improved street. Each Owner shall also have the duty to maintain fencing in good condition and stained on a regular basis if the fencing requires staining (e.g. cedar, etc.).

4.17 Vacant Lots must be maintained in reasonable, presentable condition. An Owner has thirty (3) days in which to remedy the 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.

5. **Standards.** The following standards shall apply to and be enforced for any Lot, or any building or structure erected or maintained within the Subject Property.

5.1 **Front Yard.** The front yard shall be a required open space extending the full width of the lot between the front lot line and any structure whatsoever (house, shop, outbuilding, play structure, or any other structure) for a distance of not less than forty (40) feet.

5.2 **Backyard.** The back yard shall be required open space extending the full width of the lot between the rear lot line and a house, shop, or outbuilding for a distance of not less than twenty-five (25) feet. Play structures and some outbuildings approved by the ARC may have a back yard setback as low as ten (10) feet, provided the Owner confirms the setback complies with all applicable Deschutes County codes.

5.3 **Side Yard.** Each side yard shall require open space extending from the front yard to the rear yard, and between the nearest side lot line and a house, shop, or outbuilding for a distance of not less than twenty-five (25) feet. Play structures and some outbuildings approved by the ARC may have a side yard setback as low as ten (10) feet, provided the Owner confirms the setback complies with all applicable Deschutes County codes.

5.4 **Encroachment.** Every Owner shall, at a minimum, improve their driveway with $\frac{3}{4}$ " Minus gravel and cover the area between the front property line and the street ("Encroachment") with said material. An Owner may upgrade their driveway to concrete, asphalt, pavers or some other solid surface provided the Encroachment is covered with the same material.

5.5 **House.** Except for an ADU constructed in compliance with all applicable codes and laws, no more than one house is permitted on any give Lot. The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 2,000 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 of a two-story house shall not be less than 2,000 square feet. The maximum square footage of a one or two-story house shall be set by the Redmond Fire Department's code(s) regarding in-home fire suppression systems.

5.6 **House Garage.** At a minimum, each house shall have a two car garage. The entrance to the garage shall not be toward the street frontage but shall be oriented toward either the side yard or the back yard. For parcels that are irregularly shaped, or for parcels with driveways that are not set perpendicular to the street, the ARC may approve a site plan that preserves the spirit of this guideline but does not necessarily require the garage entrance to be set ninety (90) or more degrees away from the street.

5.7 Shops. Excluding the primary residence, no more than one shop shall be allowed on any one Lot. The shop shall not exceed one-hundred forty percent (140%) of the size of the primary residence and shall be of a color, or a combination of colors, which compliment those applied to the house.

5.8 Outbuildings. Outbuildings shall generally use the same colors as the primary residence.

5.9 Pump Houses and Wellheads. Pump houses are allowed subject to the Owners designated at ARC's review. Owners shall install the pressure tank for the well inside the garage. Owners shall landscape the area around their wellhead.

5.10 Roof Pitch. The roof pitch for each building shall be a minimum of 4:12, regardless of whether the structure is a house, shop, or outbuilding.

5.11 Roof Materials. The exterior surfaces of the roofs of all houses shall be composite roofing or a material of similar quality. Metal roofs may be allowed by the ARC.

5.12 Solar Panels. Solar panels may be installed on a home's roof system but will be subject to the ARC's review for design purposes.

5.13 The Architectural Review. The Owners may select among them two or three Owners to provide any review as described in these Conditions.

5.14 Exterior Colors. All exterior colors shall be approved by the ARC. The other Owners approved site plan, and the exterior paint scheme should consist of no less than three (3) complimentary colors (i.e., body, trim, and accent) but no more than five (5).

5.15 Landscaping. The Owner's landscaping plan shall be reviewed by the ARC before installation begins. The purpose of the landscaping review is to ensure the visual impact of all structures is softened and the overall presentation of the structures within the Subject Property is harmonious. All landscaping shall be maintained. No Owner shall permit the growth of noxious or annoying weeds on their Lot.

6. General Provisions.

6.1 Covenants Run With the Land. Each restriction on each Lot shall be a burden on that Lot, shall be appurtenant to and for the benefit of the other Lots and each part thereof, and shall run with the land.

6.2 Successors and Assigns. The conditions and restrictions created hereby shall inure to the benefit of and be binding upon the Owners and their heirs, personal representatives, successors, and assigns and upon any person acquiring a Lot, any portion thereof, or any interest therein, whether by operation of law or otherwise.

6.3 Duration. Except as otherwise provided herein, the term of these Conditions shall

be for ten years and shall be thereafter automatically renewed for successive terms of ten years unless terminated by a termination notice from Owners and first mortgage lienholders owning or having first mortgage (including trust deed) liens upon more than 75% of the Lots ("Lienholders"), which termination notice shall be executed by the Owners and Lienholders and recorded in the records of the Deschutes County recorder at least one year before the termination of the primary term or any renewal term.

6.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the provisions contained in these Conditions, any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in these Conditions or provided by law.

6.5 Modification, Termination, and Variances. These Conditions may not be modified in any respect or terminated in whole or in part except with the consent of Owners of seventy-five percent (75%) of the Lots, and then only by written instrument duly executed and acknowledged by such required percentage of Owners and recorded with the Deschutes County recorder.

6.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Owners that these Conditions shall be strictly limited to and for the purposes herein expressed.

6.7 Breach Shall Not Permit Termination. It is expressly agreed that no breach of these Conditions shall entitle any Owner or occupant to terminate these Conditions, but such limitation shall not affect in any manner any other rights or remedies that the Owner may have hereunder by reason of any breach of these Conditions. Any breach of these Conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but these Conditions shall be binding upon and effective against any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

6.8 Default. A person shall be deemed to be in default of these Conditions only upon the expiration of thirty days from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of these Conditions unless such person, prior to the expiration of the thirty days (or other such period as is elsewhere specified), has rectified the particulars specified in the notice of default. Such person shall not be deemed to be in default, however, if such failure cannot be rectified within the thirty day period (or other specified time period) and the person is using good faith and its reasonable efforts to rectify the particulars specified in the notice of default.

6.9 Notices. The following applies to notices issued under these Conditions.

6.10 Method of Delivery. All notices given pursuant to these Conditions shall be in writing and shall be given by personal delivery, by United States mail or express mail, or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address for each Lot then on file with the Deschutes County tax assessor's office.

For the purpose of these Conditions, the term "receipt" shall mean the earlier of any of (a) the date of delivery of the notice or other document to the address specified herein as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the Owner, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (1) the date of the attempted delivery or refusal to accept delivery, (2) the date of the postmark on the return receipt, or (3) the date of receipt of notice of refusal or notice of non-delivery by the sending person.

6.11 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that the person may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

6.12 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of these Conditions, to rescind these Conditions, or otherwise with respect to the subject matter of these Conditions, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

6.13 Severability. If any term or provision of these Conditions or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of these Conditions or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of these Conditions shall be valid and shall be enforced to the extent permitted by law.

6.14 Third Party Beneficiary Rights. These Conditions is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person or entity not specifically mentioned herein (such as an Owner) unless otherwise expressly provided herein.

6.15 Captions and Headings. The captions and headings in these Conditions are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

6.16 Construction. In construing the provisions of these Conditions and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.17 Joint and Several Obligations. In the event any Lot is owned by more than one person, the obligations of the party shall be joint and several.

6.18 Recordation. These Conditions shall be recorded in the office of the Deschutes County, Oregon, recorder.

Dated this 2 day of May 2024.

LOWER BRIDGE FARMS, LLC

Roger Grossmann
ROGER GROSSMANN, Member
70450 NW Lower Valley Drive
Terrebonne, OR 97760

Cynthia Grossmann
CYNTHIA GROSSMANN, Member
70450 NW Lower Valley Drive
Terrebonne, OR 97760

Roger Grossmann
By: ROGER GROSSMANN, Trustee of the
ROGER AND CYNTHIA GROSSMANN
REVOCABLE TRUST
70450 NW Lower Valley Drive
Terrebonne, OR 97760

Cynthia Grossmann
CYNTHIA GROSSMANN, Trustee of the
ROGER AND CYNTHIA GROSSMANN
REVOCABLE TRUST
70450 NW Lower Valley Drive
Terrebonne, OR 97760

STATE OF OREGON

County of Deschutes

Personally, appeared before me this 2 day of May 2024, the above-named ROGER GROSSMANN and CYNTHIA GROSSMANN, as Trustees of the ROGER AND CYNTHIA GROSSMANN REVOCABLE TRUST REVOCABLE TRUST and Members of LOWER BRIDGE FARMS, LLC and acknowledged the foregoing instrument to be their voluntary act and deed.

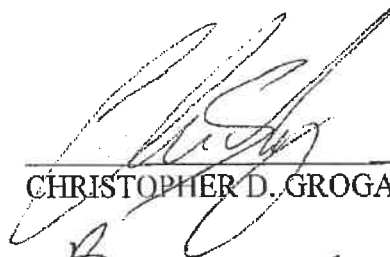
Makayla Pestrikoff
Notary Public of Oregon



EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

Unofficial
Copy

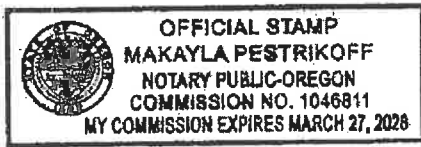

CHRISTOPHER D. GROGAN


BRIANNE C. GROGAN

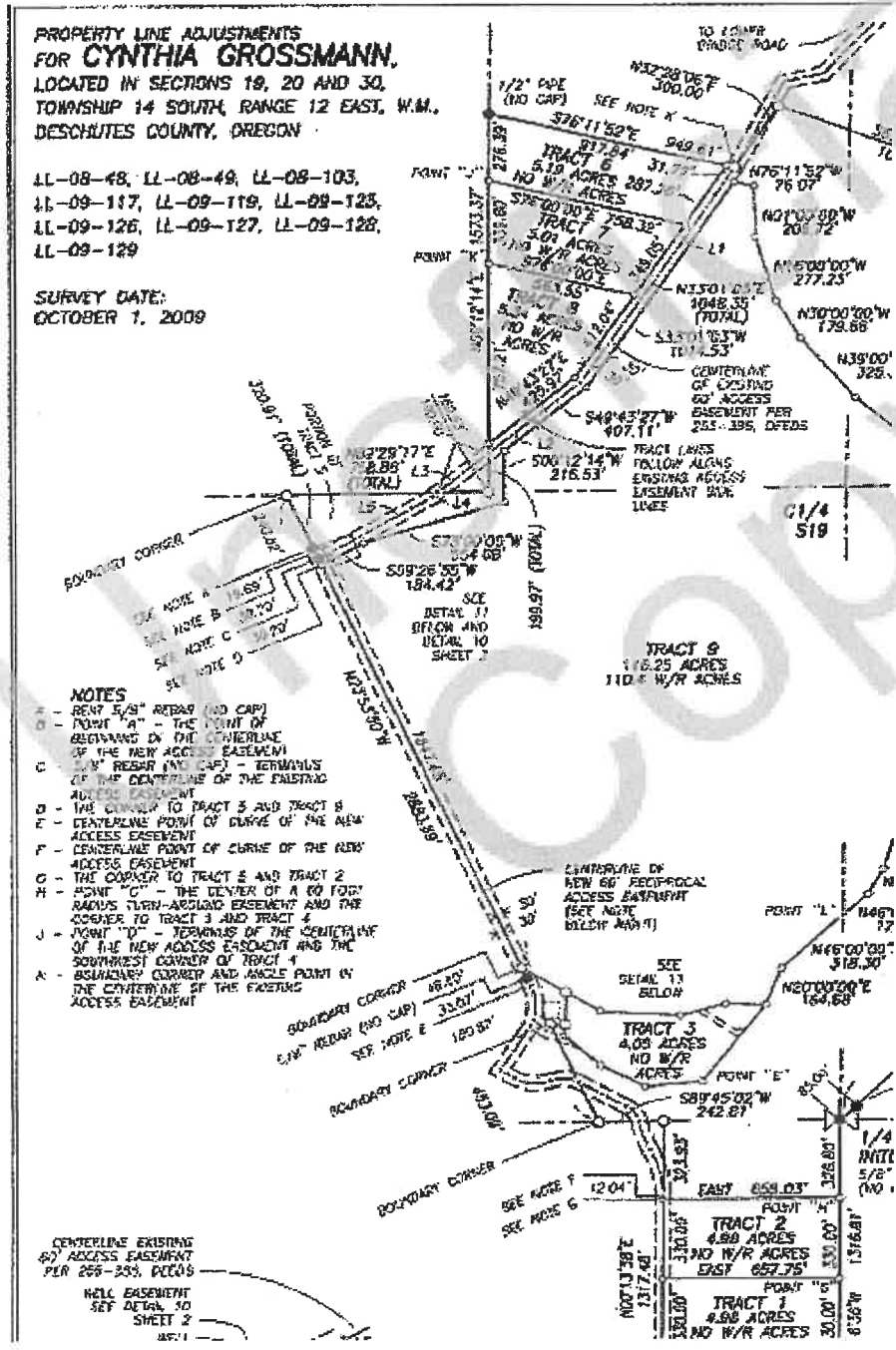
STATE OF OREGON
County of Deschutes

This instrument was acknowledged before me on May 2, 2024 by Christopher D. Grogan and Brianne C. Grogan.


Notary Public – State of Oregon



Owner	Tract	Tax Lot
Grossman Trust	1	141230BA00200
Grossman Trust	2	141230BA00100
grossman Trust	4	141230BA00300
Grossman Trust	6	141219B000100
Grossman Trust (Vineyard)	5	1412000000702
purchasing	7	141219B000200
Christopher D. and Brianne C. Grogan	8	141219B000300



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RETURN TO:
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210 SW 5th Street, Suite 2
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Stn=4 SRB **05/04/2021 01:17 PM**
\$65.00 \$11.00 \$10.00 \$61.00 \$6.00 **\$153.00**

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

**COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FAITH HOPE AND CHARITY VINEYARD ESTATES**

**COVENANTS, CONDITIONS AND RESTRICTIONS OF THE FAITH HOPE AND
CHARITY VINEYARD ESTATES ("ESTATES SUBDIVISION"), A SUBDIVISION IN
THE COUNTY OF DESCHUTES, STATE OF OREGON.**

Owners of the lots in the Estate Subdivision adopt these Covenants, Conditions and Restrictions (CC&R's), hereinafter referred to as "CC&R's", in order to ensure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of Lots and residences. These CC&R's shall run with the land and shall burden each Lot in the subdivision under the following terms and conditions:

**ARTICLE I
DEFINITIONS**

Whenever used in these CC&R's, the following terms shall have the following meanings:

- 1.01 "Declarants" are Roger Grossman and Cynthia Grossman.
- 1.02 "Lot" shall mean any of the lots described in Exhibit A.
- 1.03 "Estate Subdivision" shall include the lots described in Exhibit A.
- 1.04 "Association" shall mean the Faith Hope and Charity Homeowners Association, its successors and assigns (see section 3).
- 1.05 "Member" or "Owner" shall mean every person or entity who holds membership in the Association. Provided, however, each Lot shall only be entitled to one vote as the "Member" or "Owner."
- 1.06 "Board" shall mean the Board of Directors of the Association.

- 1.07 “Architecture Review Committee,” also referred to as the “ARC,” shall mean a committee for reviewing plans for new construction, and improvements of Lots as necessary pursuant to the provisions of these CC&R’s. The ARC is a designated committee during new construction until competition of development.
- 1.08 “Common Area” shall mean all of the land so described on the plat for the subdivision (Exhibit B).

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

- 2.1 Membership. Every person or entity who is the recorded Owner of a fee interest, or contract vendee, in any Lot that is subject to these CC&R’s shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated 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 (1) membership per Lot owned, but in no event more than one (1) vote for each lot.

ARTICLE III ASSOCIATION’S AND OWNER’S RESPONSIBILITIES

- 3.1 Association Defined. Association shall mean an association of Owners forming an owners association pursuant to the provisions herein for purposes including, but not limited to, administering, maintaining, improving, protecting and performing any other services that are necessary for prudent operation of the common areas as well as the reciprocal rights and responsibilities of the Association as defined by these CC&R’s. There shall be an annual HOA fee that will be determined by the Board of Directors.
- 3.2 Association’s Responsibility. The Association shall have the duties and powers provided in the articles of Incorporation and the Bylaws of the Association as may be amended from time to time and may enforce the building and use restrictions of the CC&R’s.
- 3.3 Owner’s Responsibility. All maintenance of the Lot, and all parts of the structures thereon, shall be the responsibility of the Owner, and each Owner shall maintain and keep in good repair such property and improvements, and shall comply with the provisions of the CC&R’s.

ARTICLE IV ARCHITECTURAL CONTROLS

- 4.1 Design and Style of Houses, Shops, and Outbuildings. All structures and improvements

or alterations thereto shall be constructed and maintained utilizing high quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses, shops, outbuildings, and the general area. All houses, shops, outbuildings, or structures erected, constructed or maintained in The Estate Subdivision shall comply in all respects with the provisions of these CC&R's 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.

4.2 Architectural Review Committee. The ARC shall be appointed by the Board of Directors.

Where consent must be acquired by the ARC for a structure (including its plans, specifications, materials, or whatever else the ARC may determine should be reviewed), an Owner must submit a request for an ARC review at least thirty (30) days in advance of the occurrence which requires consent. An owner may download the ARC review form(s) for each type of review from the Estate Subdivision website.

Owners who wish to build a home, shop, or outbuilding on their property, or to fence/landscape their property, shall submit the appropriate review form along with the appropriate deposit as set by the Board of Directors to the ARC.

An Owner who request an ARC review of a new home must also submit a request for a landscape review at the same time. If a request for a new home review is not accompanied with a request for landscape review, it shall be considered incomplete and shall not be processed.

Considerations such as color, design, view, affect on other Lots and any other factor may be taken into account by the ARC in determining whether or not to consent to any proposal. The ARC may waive certain architectural requirements if the ARC finds that the improvements on the lot as a whole fit in with the design goals for the Estate Subdivision.

If an ARC review request is complete but the Owner fails to meet any of the Estate Subdivision standards contained in the CC&R's, the ARC may either:

- a) Offer a conditional approval that enumerates the specific changes the Owner must make to bring his or her project into conformity with the CC&R's, or
- b) Deny the request. This second option shall only be exercised by the ARC in the event the Owner's proposal fails to comply with the CC&R's and the number and/or scope of the corrections is/are too extensive to list, or by doing so the ARC would take on the unauthorized role of designer, builder, architect, or engineer. In the event an Owner's request is denied, the ARC shall return the refundable portion of the Owner's deposit within five (5) business days of its decision and the Owner may, at his or her sole discretion, submit a new or revised request for an ARC review.

In the even the ARC fails to render its decision with respect to any proposed work within thirty (30) days form the day its legal council receives a complete request (i.e., consisting of all required materials and the necessary deposit), whether initially or upon resubmittal, the ARC shall conclusively be deemed to have consented to the Owner's proposal.

In case of the death or resignation of any member(s) of the committee, the remaining member(s) shall have full authority to designate a successor or successors.

In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the Owners shall have full power to designate successors. The ARC may at its discretion withhold consent with respect to any proposal if the committee reasonably finds the proposal would be inappropriate for the particular Lot or incompatible with the quality and design standards of the Estate Subdivision.

4.3 Standards. The following standards shall apply to and be enforced for any Lot, or any building or structure erected or maintained in the Estate Subdivision.

- (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 any structure whatsoever (house, shop, outbuilding, play structure, or any other structure) for a distance of not less than forty (40) feet.
- (b) Back Yard. The back yard shall be required open space extending the full width of the lot between the rear lot line and a house, shop, or outbuilding for a distance of not less than twenty-five (25) feet. Play structures and some outbuildings approved by the ARC may have a back yard setback as low as ten (10) feet, provided the Owner confirms the setback complies with all applicable Deschutes County codes.
- (c) Side Yard. Each side yard shall require open space extending from the front yard to the rear yard, and between the nearest side lot line and a house, shop, or outbuilding for a distance of not less than twenty-five (25) feet. Play structures and some outbuildings approved by the ARC may have a side yard setback as low as ten (10) feet, provided the Owner confirms the setback complies with all applicable Deschutes County codes.
- (d) Encroachment. Every Owner shall, at a minimum, improve their driveway with ¾" Minus gravel (as defined by the Oregon Department of Transport, aka "ODOT"), and cover the area between the front property line and the street ("Encroachment") with said material. An Owner may upgrade their driveway to concrete, asphalt, pavers or some other solid surface provided the Encroachment is covered with the same material.
- (e) House. No more than one house is permitted on any give Lot. The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 2,000 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 of a two-story house shall not be less than 2,000 square feet. The maximum square footage of a one or two-story house shall be set by the Redmond Fire Department's code(s) regarding in-home fire suppression systems.

- (f) House Garage. At a minimum, each house shall have a two car garage. The entrance to the garage shall not be toward the street frontage but shall be oriented toward either the side yard or the back yard. For parcels that are irregularly shaped, or for parcels with driveways that are not set perpendicular to the street, the ARC may approve a site plan that preserves the spirit of this guideline but does not necessarily require the garage entrance to be set ninety (90) or more degrees away from the street.
- (g) Shops. Excluding the primary residence, no more than one shop shall be allowed on any one lot. The shop shall not exceed one-hundred forty percent (140%) of the size of the primary residence and shall be of a color, or a combination of colors, which compliment those applied to the house.
- (h) Outbuildings. Shall generally use the same colors as the primary residence.
- (i) Pump Houses and Wellheads. Pump houses are allowed subject to ARC review. Owners shall install the pressure tank for the well inside the garage. Owners shall landscape the area around their wellhead.
- (j) Roof Pitch. Minimum of 4:12, regardless of whether the structure is a house, shop, or outbuilding.
- (k) Roof Materials. The exterior surfaces of the roofs of all houses shall be composite roofing or a material of similar quality. Metal roofs may be allowed by the ARC.
- (l) Solar Panels. Solar panels may be installed on a home's roof system but will be subject to ARC review for design purposes.
- (m) Exterior Colors. All exterior colors shall be approved by the ARC, and the exterior paint scheme should consist of no less than three (3) complimentary colors (i.e., body, trim, and accent) but no more than five (5).
- (n) Landscaping. The Owner's landscaping plan shall be reviewed by the ARC before installation begins. The purpose of the landscaping review is to ensure the visual impact of all structures is softened and the overall presentation of the Estate Subdivision is harmonious. All landscaping shall be maintained. No Owner shall permit the growth of noxious or annoying weeds on their property.

**ARTICLE V.
USE AND MAINTENANCE OF PROPERTY**

- 5.01 Manufactured homes shall not be allowed on any Lot.
- 5.02 All Lots shall be for single family residential use only. An ADU may be allowed.
- 5.03 No boat, motorcycle, motor home, mobile home, camp trailer, or recreational vehicle shall be kept in open, public view in the Subdivision. All recreational vehicles must be stored in a garage or shop.
- 5.04 No disabled or dismantled vehicle shall be kept in on any Lot in public view for more than fourteen (14) days.
- 5.05 All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the Estate Subdivision.
- 5.06 No commercial marijuana growing operation shall be allowed. Any marijuana grown for personal use shall be screened from public view.
- 5.07 Home occupations are allowed.
- 5.08 An in-home occupation business is permitted but no commercial vehicles larger than a pickup truck or van shall be parked overnight except during home construction. The Owners of each Lot shall be responsible for any and all damage to the 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.
- 5.09 The only animals permitted are dogs, cats, rabbits, and chickens (no roosters). There are no limitations on indoor, caged animals such as birds, fish, reptiles and the like, provided they are not part of a breeding operations and the Owner complies with all applicable local, state and federal laws. All outdoor animals shall be kept within the confines of the Owner's back yard or side yard and shall be on a leash and supervised by the Owner if taken off the property. All structures for animals shall be in the back yard of the Lot.
- 5.10 No sign of any kind shall be posted on any Lot except for one sign advertising the property for sale or rent, provided it is not larger than five (5) square feet.
- 5.11 All structures are subject to and must comply with the Deschutes County code(s) pertaining to solar setbacks.
- 5.12 The noise standards of Deschutes County shall apply. Noise in violation of those standards shall not be permitted.

- 5.13 There shall not be any parking on the streets in the Estate Subdivision.
- 5.14 Each Owner in the Estate Subdivision shall be responsible for the exterior maintenance, repair and landscaping of their Lot and improvements.
- 5.15 Easements as shown on the Estate Subdivision plat shall be preserved by the respective Owner. 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.
- 5.16 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 areas between the property lines of said building site and the nearest curb or improved street. Each property owner shall also have the duty to maintain fencing in good condition and stained on a regular basis if the fencing requires staining (e.g. cedar, etc.).
- 5.17 Vacant Lots must be maintained in reasonable, presentable condition. The Association or its designated representative shall have the right at all times to enter upon any Lot or building site that is vacant and unplanted or unattended by the Owner thereof, after having given notice to the Owner thereof. The Owner has thirty (3) days in which to remedy the 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 supplied to the Association or its designated representative.
- 5.18 Owners who do not observe the CC&R's may receive a warning letter from the Association or the ARC explaining what needs to be corrected. If within thirty (30) days of receipt of a warning letter, an Owner who fails to either correct the problem(s) or to take substantive steps toward correcting the problem(s) cited in the warning letter are addressed. In a warning letter, the Association or the ARC may set forth guidelines on how to incrementally correct a problem or problems, setting reasonable milestones (e.g., correct one problem by one date, correct another problem by a later date, etc.), as well as a fine schedule in the event the Owner fails to make progress. In all cases, the purpose of a warning letter shall never be to produce revenue for the Association and shall always be to help Owners bring their Lot and the improvements thereto and thereon into compliance with the CC&R's.

ARTICLE VI. ASSESSMENTS

- 6.01 Purpose of Assessment. The assessments provided for herein shall be used for the general

purpose of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots, including the maintenance of the road (lower driveway), the appurtenances thereto, all as may be more specifically authorized from time to time by the Board of Directors.

- 6.02 Creation of Assessments. Each Owner, by acceptance of this Declaration or a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Associations; (a) annual assessments or charges and (b) special assessments, such assessments, together with late charges, interest, at the rate of nine percent (9%) per annum, 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.
- 6.03 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 for the following year to be delivered to each Member at least thirty (3) 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 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.
- 6.04 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments in any calendar year. Any special assessment which would cause the amount of special assessments allocable 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.
- 6.05 Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest at nine percent (9%) per annum, 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) lien for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage 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.
- 6.06 Effect of Nonpayment of Assessments: 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 at nine percent (9%) per annum, on the principal amount due, and 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 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 and shall be for the benefit of all other Owners. The Association, acting 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 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 assessment or special assessments which are the subject matter of suit in the order of their coming due.

- 6.07 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 expected life of each asset, and the expected repair or 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 the 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 6.03 of this Article. A copy of the reserve account budget shall be distributed to each Member in the same manner as the operating budget.
- 6.08 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 effect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial 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 relive such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage or 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 successor and assigns.

- 6.09 Date of Commencement of Annual Assessments. The first annual assessment shall be adjusted according to the number of months remaining in the first calendar year.

ARTICLE VII BOARD OF DIRECTORS

- 7.01 The declarant shall establish a Board of Directors which may be initially composed of the declarant and one additional member appointed by the declarant. Upon the sale of sixty-six percent (66%) of the residential properties, there will be a turnover meeting and the establishment of a new Board of Directors. The Board shall then consist of five (5) members composed of the declarants, Faith Hope and Charity Vineyard Estates CFO and two directors elected by the owners.
- 7.02 The Board shall be elected annually in the month of July. Once a five (5) member board is established, terms of the other two members appointed by the other Owners shall serve terms of three (3) years each.
- 7.03 The Board of Directors shall from time to time adopt or revise residential areas policies and procedures. The policies and procedures concerning the respective use of the property in the Estate Subdivision as well as the use of Common Areas.
- 7.04 The Board shall have the authority to oppose assessments on the various Lots in the Estate Subdivision. The initial annual assessment for a Lot shall be TWELVE HUNDRED DOLLARS (\$1,200.00) but may be revised from time to time by the Board of Directors. The assessment shall be imposed on January 1 of each year and shall be due and payable within thirty (30) days.

ARTICLE VIII GENERAL PROVISIONS OF THE CC&R's

- 8.01 The time to construct a residential structure, as measured from groundbreaking to the date Deschutes County issues an occupancy permit, shall not exceed one (1) year, unless an exception is granted by the ARC.
- 8.02 Sewage disposal systems, septic tanks and domestic water wells, as well as the location of these services, shall be in accordance to specifications set out by local and state governing

agencies. Water source to be set back from septic system and cased to a depth specified by the same.

- 8.03 These CC&R's 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.
- 8.04 Unless extended, revised or repealed, these CC&R's shall expire after thirty (30) days.
- 8.05 These CC&R's may be extended by recording, within one hundred and eighty (180) days of the expiration date, a written instrument, signed by sixty-six percent (66%) or more of the Owners, which states their intention to extend the CC&R's life. Any extension must be for a minimum of two (2) years and maximum of ten (10) years. The same procedure shall apply for successive extensions.
- 8.06 It is the responsibility of the Owners to comply with additional restrictions as may be found on the recorded plat or subsequent plats of the Estate Subdivision.

**ARTICLE XIV
AMENDMENT**

This Declaration may be amended by an affirmative vote of eighty percent (80%) of the Lot Owners of the Estate Subdivision.

Roger Grossman *RG*

Cynthia Grossman *CS*

Roger Grossman

Cynthia Grossman

STATE OF OREGON)
 : ss.
County of Deschutes)

Personally appeared before me Roger Grossman and Cynthia Grossman, this 29th day of April 2021 and acknowledged said instrument to be their voluntary act and deed.

H. Garrett

Notary Public for Oregon

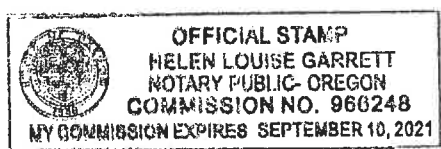


EXHIBIT "A"

Tracts 1, 2, 4, 6, 7, 8, in Sections 19, 20, and 30, Township 14 South, Range 12 East, Willamette, Deschutes County, Oregon.

Map and Taxlot: 141219B000100

Map and Taxlot: 141219B000200

Map and Taxlot: 141230BA00300

Map and Taxlot: 141230BA00200

Map and Taxlot: 141219B000300

Map and Taxlot: 141230BA00100

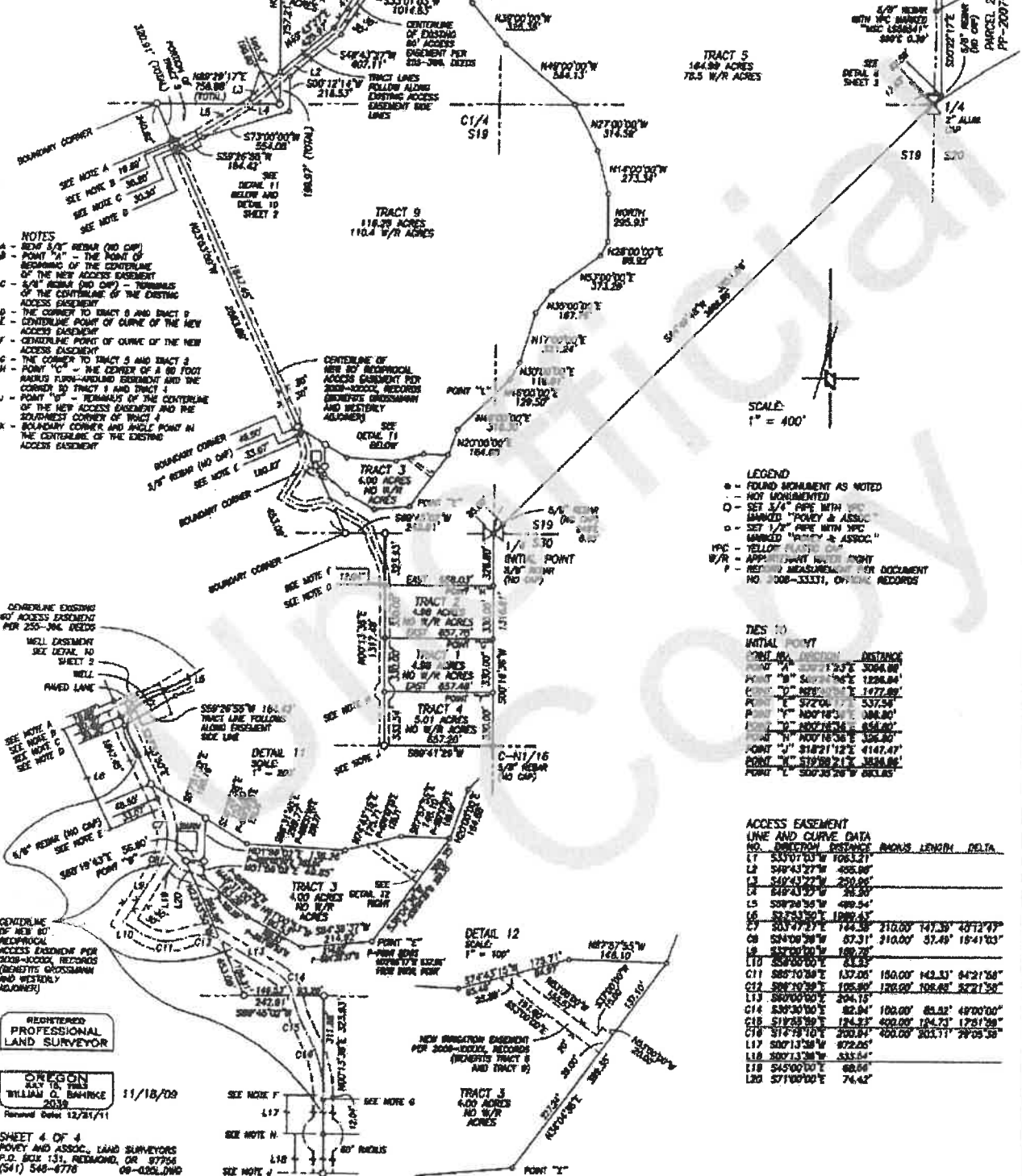
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EXHIBIT "A-1"

PROPERTY LINE ADJUSTMENTS
FOR CYNTHIA GROSSMANN,
LOCATED IN SECTIONS 19, 20 AND 30,
TOWNSHIP 14 SOUTH, RANGE 12 EAST, W.M.,
DESCHUTES COUNTY, OREGON

LL-08-48, LL-08-49, LL-08-103,
LL-08-117, LL-08-119, LL-08-125,
LL-08-126, LL-08-127, LL-08-128,
LL-08-129

SURVEY DATE:
OCTOBER 1, 2009



- NOTES**
- A - NEW 5/4" REBAR (NO CAP)
 - B - POINT "A" - THE POINT OF BEGINNING OF THE CENTERLINE OF THE NEW ACCESS EASEMENT
 - C - 5/4" REBAR (NO CAP) - TERMINUS OF THE CENTERLINE OF THE EXISTING ACCESS EASEMENT
 - D - THE CORNER TO TRACT 5 AND TRACT 2
 - E - CENTERLINE POINT OF CURVE OF THE NEW ACCESS EASEMENT
 - F - CENTERLINE POINT OF CURVE OF THE NEW ACCESS EASEMENT
 - G - THE CORNER TO TRACT 5 AND TRACT 2
 - H - POINT "H" - THE CENTER OF A 30 FOOT ANULUS FURN-ANULUS EASEMENT AND THE CORNER TO TRACT 1 AND TRACT 4
 - I - POINT "I" - REMAINS OF THE CENTERLINE OF THE NEW ACCESS EASEMENT AND THE SOUTH-WEST CORNER OF TRACT 4
 - J - BOUNDARY CORNER AND ANGLE POINT IN THE CENTERLINE OF THE EXISTING ACCESS EASEMENT

- LEGEND**
- - FOUND MEASUREMENT AS NOTED
 - - - - - NOT MONUMENTED
 - - SET 3/4" PIPE WITH PVC MARKED "POVEY & ASSOC."
 - - SET 1/2" PIPE WITH PVC MARKED "POVEY & ASSOC."
 - - YELLOW PLASTIC CAP
 - W/R - APPROXIMATE WIDTH OF RIGHT
 - P - REFER TO MEASUREMENT PER DOCUMENT NO. 2008-33331, OREGON RECORDS

DETS TO INITIAL POINT

POINT	BEARING	DISTANCE
POINT "A"	S89°12'32"E	308.88'
POINT "B"	S89°12'32"E	1298.84'
POINT "C"	S89°12'32"E	1277.89'
POINT "D"	S72°04'12"E	537.59'
POINT "E"	N00°18'03"E	388.80'
POINT "F"	N00°18'03"E	328.80'
POINT "G"	N00°18'03"E	328.80'
POINT "H"	N00°18'03"E	328.80'
POINT "I"	S18°21'12"E	4147.47'
POINT "J"	S19°58'21"E	3888.88'
POINT "K"	S00°30'28"W	88.88'

ACCESS EASEMENT LINE AND CURVE DATA

NO.	BEARING	DISTANCE	RADIUS	LENGTH	DELTA
L1	S10°10'00"W	108.31'			
L2	S49°43'27"W	495.89'			
L3	S10°10'00"W	230.89'			
L4	S49°43'27"W	28.30'			
L5	S00°24'35"W	489.34'			
L6	S12°53'30"E	1889.43'			
L7	S03°47'27"E	144.38'	210.00'	147.39'	49°12'49"
L8	S24°10'38"W	87.31'	310.00'	37.49'	18°41'03"
L9	S10°10'00"W	189.26'			
L10	S00°00'00"W	41.83'			
L11	S89°10'38"E	137.05'	150.00'	142.33'	64°21'58"
L12	S00°10'38"E	105.89'	126.00'	108.89'	82°21'58"
L13	S00°00'00"W	204.15'			
L14	S30°30'00"E	82.84'	100.00'	83.32'	49°00'00"
L15	S19°58'21"E	124.23'	400.00'	124.73'	17°51'28"
L16	S12°53'30"E	200.84'	400.00'	203.11'	29°05'38"
L17	S00°13'38"W	872.05'			
L18	S00°13'38"W	533.54'			
L19	S45°00'00"E	68.56'			
L20	S71°00'00"E	74.42'			

REGISTERED PROFESSIONAL LAND SURVEYOR

ORIGON
WILLIAM O. BARRANCE
11/18/09
Renewed Oath 12/31/11

SHEET 4 OF 4
POVEY & ASSOC., LAND SURVEYORS
P.O. BOX 131, REDMOND, OR 97756
(503) 548-4778