

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-70430



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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116 ✓

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR THE
PLAT OF 27th Street Addition**

18

THIS DECLARATION, made on the date hereinafter set forth by Westbrook Homes, LLC, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner and developer of certain real property located in Deschutes County, Oregon, which is the recorded subdivision commonly known as "27th Street Addition". 27th Street Addition consists of 21 residential lots. A plat map of the subdivision is attached hereto as Exhibit A.

NOW THEREFORE, Declarant hereby declares that all properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of this real property and the surrounding properties and which shall run with the real property and be binding on all parties having any right, title, or interest in the desired property, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

Such reservations shall be binding and effective for a period of 25 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of the lots within Such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part.

EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in the event, any modification desired may be made by affirmative vote of the instant owners of 80% of lots within this subdivision and evidenced by suitable instruments filed for public record; or if such event occurs such modification or waiver of nonconformity may be evidenced by special permission in writing by the primary developers, or their successors as developers without such vote of other owners, PROVIDED, however, that such modification or waiver shall not affect Section 1 following.

SECTION 1. LAND USE AND BUILDING TYPE:

No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than one detached single-family dwelling with a private garage for not less than two (2) cars. Roofing On all structures shall be 30 year or better. Roofing materials on all structures shall be shingles, composition or better. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool or a shelter for the protection of such swimming pool or for the storage of a boat and or any recreational vehicle kept for personal use, or a small building for storage purposes, provided the location of such structures are behind the line of residence, not visible from the street or are kept behind a sight obscuring fence. All such structures shall be in conformity with all applicable municipal regulations.

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Amerititle
15 OREGON AVENUE, BEND
→ *Hevi Westbrook*

SECTION 2. DWELLING SIZE:

ONE--STORY DWELLING - The main floor area of the dwelling structure exclusive of basements, porches, decks and attached garages, shall not be less than 1100 square feet.

SPLIT -LEVEL AND TWO-STORY DWELLINGS - Shall contain a minimum floor area of 1400 square feet, with all levels exclusive of garage area within the dwelling unit included in computation of footage for such split level dwellings.

For the purpose of interpretation of this section, those dwellings with daylight basements shall be classified as single-story or two-story, based on the front yard elevation, with the daylight basement area excluded from computation of footage.

SECTION 3. BUILDING LIMITS AND LOCATION:

No building shall be located on any lot with respect to setbacks from the front, side and rear lot lines, except in conformity with the City of Bend regulations and requirements.

SECTION 4- COMPLETION:

Construction of the residential structure, excluding exterior decoration, must be completed within six (6) months from the date of start of construction.

SECTION 5. LOT MAINTENANCE DURING CONSTRUCTION:

All lots must be kept neat and orderly during construction. Erosion control measures conforming with the City of Bend's regulations shall be maintained during construction. All lots will be kept mowed and free of debris. The responsibility will be the respective lot owners.

SECTION 6. LANDSCAPING REQUIREMENTS:

All front yards and landscaping must be fully improved with landscaping completed within 120 days of completion of the residential structure. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

SECTION 7. FENCES AND HEDGES:

Fences shall not detract from the building site or the area in general and in no case shall the height of the fence exceed six (6) feet. Fences, hedges or boundary walls in front yards shall not be permitted other than minor landscaping structures. Dog runs are acceptable in the subdivision as long as they are behind the line of residence, are not visible from the street or are behind a sight-obscuring fence.

SECTION 8. EASEMENTS:

Easements for the installation of utilities and drainage facilities are herewith reserved as shown on the official plat recorded for 27th Street Addition. The area included in said easements shall be maintained in an attractive and well-kept condition as the remainder of the lot.

SECTION 9. NOXIOUS USE OF PROPERTY:

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings will be kept free of debris and maintained in a neat and sightly fashion at all times. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles,

Wilderbrush or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any lot or building site or public street.

No parking or dismantling of inoperable vehicles shall be permitted on any lot or to remain in said public street areas. The streets in front of the lots shall not be used for overnight parking of any vehicle (trucks, boats, camper, trailer or any vehicle known as "recreational vehicle") unless said vehicle shall be stored upon a 101 in a garage or behind the line of residence, behind a sight obscuring fence, to minimize the visibility of said vehicle.

No trade, craft, business, profession, home occupation, commercial or manufacturing enterprises or business or commercial activity of any kind, including daycare schools, elder care, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any residential lot or building site on any street within the existing property, nor shall anything be done on any residential 101 or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers set forth in these covenants. The use of homes as builder's models and on-site sales offices for the primary purpose of obtaining sales within the subdivision shall be exempt from the above restrictions.

SECTION 10. TEMPORARY STRUCTURES:

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time, as a residence, or for storage, either temporarily or permanently except as used by the developers or a builder during the sales and construction period.

SECTION 11. SIGNS:

No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except on professional signs not larger than 18 x 24 inches, advertising the property for sale. Signs used by the developers or a builder to advertise the property during the initial sales and construction period are exempt from this section. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the residence or the owner thereof.

SECTION 12. CLOTHES LINES:

No exterior clotheslines shall be allowed that can be seen from any street.

SECTION 13. MAILBOXES:

Mailboxes are to be maintained by the U.S. Postal authorities, and will be located in those areas designated by the U.S. Postal Department.

SECTION 14. GARBAGE AND DISPOSAL:

No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection for removal. All equipment shall be

kept in a clean and sanitary condition and screened from view from the streets except on the day of pick-up.

SECTION 15. BUILDERS:

No dwelling on a lot shall be constructed except by a builder licensed as a general building contractor by the State of Oregon, who performs his services under the general contractor's bond as required by the State. No unlicensed or unhandred person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded builder requirement that the owner is doing work or is responsible for the construction of the dwelling.

SECTION 16. ANTENNA AND DISHES:

There shall be no exposed radio or television transmission or receiving antennas erected, placed or maintained on any exterior of structure or land in the subdivision. No exposed satellite dishes larger than 2 feet in diameter are allowed on the exterior of any structure. No exposed dish shall be placed on the front elevation of structure or within the front half of the side elevation or yard.

SECTION 17. UTILITIES:

Any dwelling constructed on any lot within said plat shall take electric service, telephone and television cable through underground service wires provided to each lot at the time of subdivision lot improvement.

SECTION 18. EXISTING STRUCTURES:

No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

SECTION 19. ANIMALS:

No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than two (2) dogs, two (2) cats, or other common household pets may be kept, provided that they are not kept, bred, maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

SECTION 20. ENFORCEMENT:

The failure on any part of said parties affected by these restrictions, at any time to enforce any provisions hereof, shall in no event be deemed a waiver thereof or of existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants, and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants, and restrictions or to restrain the violations of any thereof after demand compliance therewith of the cessation for such demand, then in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to Statutory costs and disbursements.

LEGAL DESCRIPTION: Lots 1-21. 27th Street Addition Subdivision

The undersigned owner of all lots of 27th Street Addition establish the above Covenants, Conditions and Restrictions of said Subdivision. Plat recorded in Book 311, Page 15) Auditor's File No. 3518486.

DECLARANT:
WESTBROOK HOMES, LLC

Richard A. Lowell
Richard A. Lowell, Title President

Trisa D. Russell 8/17/04
Date
Trisa D. Russell Date

FRANK P. MUSCIA, JR DATE

PATRICIA A. SHEA-BOLLE DATE

Ann M. Hobbs 8-18-04
ANN M. HOBBS DATE

BRAD D. WELKER DATE

Tanya L. Welker 8-9-04
TANYA L. WELKER DATE

LEGAL DESCRIPTION: Lots 1-21. 27th Street Addition Subdivision

The undersigned owner of all lots of 27th Street Addition establish the above Covenants, Conditions and Restrictions of said Subdivision. Plat recorded in Book 311, Page 15) Auditor's File No. 3518486.

DECLARANT:
WESTBROOK HOMES, LLC

Richard A. Lowell
Richard A. Lowell, Title *Attorney*

8/26/04
Date

Frank P. Muscia, Jr
FRANK P. MUSCIA, JR DATE *AUG 18, 2004*

SIGNATURE PAGE CONTINUED FOR PLAT OF 27TH STREET ADDITION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Izumi Iwai
Izumi Iwai

Mika Iwai
Mika Iwai

Craig T. Griffin
Craig T. Griffin

Judith A. Vanderpool
Judith A. Vanderpool

Kristy M. Titus
KRISTY TITUS

Ryan C. Davis
Ryan C. Davis

Karen M. Praska
his attorney in fact
Karen M. Praska

Seth I. Waldron
Seth I. Waldron

Susan K. Waldron
Susan K. Waldron

Randall Jackson
Randall Jackson

Barbara Jackson
Barbara Jackson

① Erin Basinger
ERIN BASINGER

Carson Widmer
Carson Widmer

⊗ Ericka Basinger
ERICKA BASINGER

Rodney J. Mingus
RODNEY J. MINGUS

Brenda M. Mingus
BRENDA M. MINGUS

Drew Dahlgren
Drew Dahlgren

Elizabeth Dahlgren
Elizabeth Dahlgren

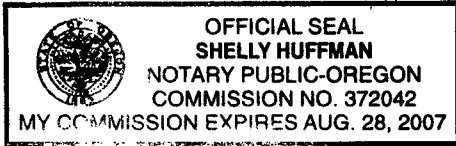
Jeffery L. Maclean
Jeffery L. Maclean

Pamela L. Maclean
Pamela L. Maclean

⊗ Becky C. Coleman
Becky C. Coleman

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on AUGUST 18, 2004 by FRANK P. MUSCIA, JR.



Shelly Huffman
(Notary Public for Oregon)

My commission expires ~~11/9/05~~ 8.28.07

State of Oregon
County of DESCHUTES

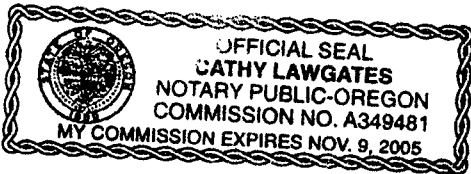
This instrument was acknowledged before me on AUGUST _____, 2004 by PATRICIA A. SHEA BOLLE.

(Notary Public for Oregon)

My commission expires 11/9/05

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on AUGUST 18, 2004 by ANN M. HOBBS.

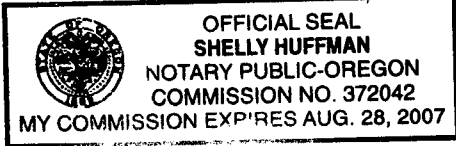


Cathy Lawgates
Patricia A. Shea Bolle
(Notary Public for Oregon)

My commission expires 11/9/05

State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on AUGUST 17, 2004 by TRISA D. RUSSELL.

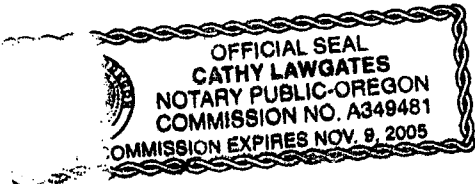


Shelly Huffman
(Notary Public for Oregon)

My commission expires ~~11/9/05~~ 8.28.07

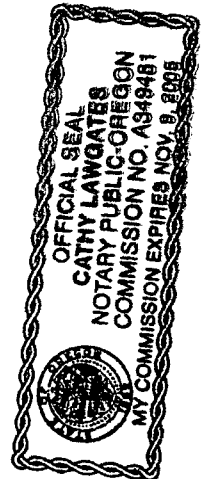
State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on AUGUST 9th, 2004 by BRAD D. WELKER & TANYA L. WELKER.



Cathy Lawgates
(Notary Public for Oregon)

My commission expires 11/9/05



State of Oregon
County of Deschutes

On this 26 day of August 2004, personally appeared before me the above named Richard A. Lowell, President of Lowell Development, Inc, member of Westbrook Homes, LLC , and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon


My Commission expires: _____



State of Oregon
County of Deschutes __

On this 31st day of Aug, 2004, personally appeared before me the above named Izumi Iwai and Mika Iwai, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



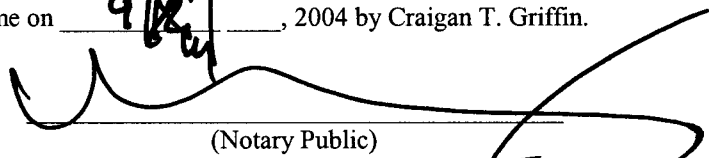
Notary Public for Oregon

My Commission expires: 6.19.08



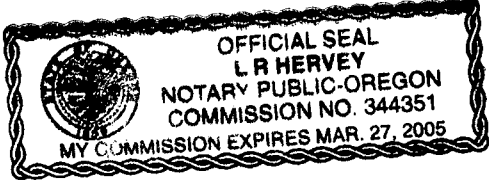
State of Oregon
County of DESCHUTES

This instrument was acknowledged before me on 9/14/04, 2004 by Craigan T. Griffin.

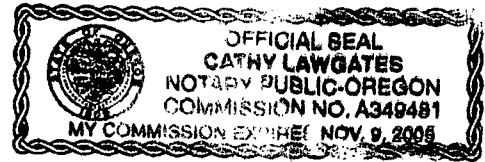


(Notary Public)

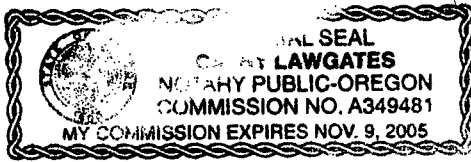
My commission expires 3.27.05



State of Oregon
County of DESCHUTES



This instrument was acknowledged before me on SEPTEMBER 17, 2004 by JUDITH A. VANDERPOOL.



Cathy Lawgates

(Notary Public for Oregon)

My commission expires 11/9/05

State of Oregon
County of Deschutes

On this 21 day of Oct, 2004, personally appeared before me the above named Kristy M. Titus, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon
My Commission expires: 6-19-08



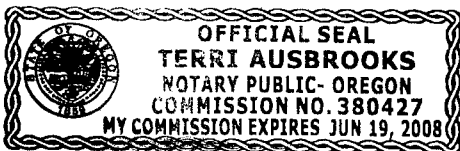
State of Oregon
County of Deschutes

On this 14th day of December, 2004, personally appeared before me the above named Drew Dahlgren and Elizabeth Dahlgren, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



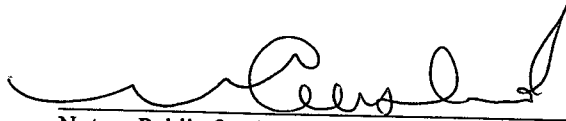
Notary Public for Oregon
My Commission expires: 6-19-08



State of Oregon
County of Deschutes

On this 15th day of December, 2004, personally appeared before me the above named Jeffery L. Maclean and Pamela L Maclean, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon
My Commission expires: 6-19-08



State of Oregon
County of Deschutes

On this 12th day of Nov., 2004, personally appeared before me the above named Eren Basinger and Ericka Basinger, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



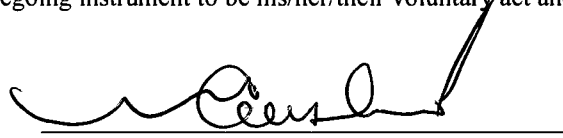
Notary Public for Oregon
My Commission expires: _____



State of Oregon
County of Deschutes

On this 16 day of Nov, 2004, personally appeared before me the above named Rodney J. Mingus and Brenda M. Mingus and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.




Notary Public for Oregon
My Commission expires: _____

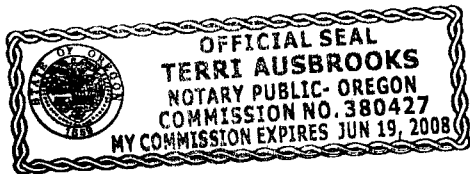


State of Oregon
County of Deschutes

On this 21 day of Jan., 2005, personally appeared before me the above named Berky C. Coleman, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon
My Commission expires: 6-19-08



State of Oregon
County of Deschutes

On this 24th day of Jan, 2005, personally appeared before me the above named Karen M. Praska, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

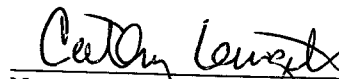

Notary Public for Oregon
My Commission expires: 6-19-08

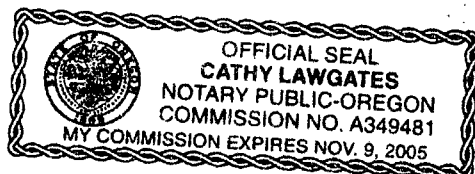


State of Oregon
County of Deschutes

On this 2nd day of Feb., 2005, personally appeared before me the above named Seth I. Waldron and Susan K. Waldron, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.


Notary Public for Oregon
My Commission expires: 11/9/05



State of Oregon)
) ss.
County of Deschutes)

Dated: 1-21-2005

Personally appeared, Abby Purves, who being duly sworn (or affirmed),
did say that he/she is the attorney in fact for Ryan C. Davis
and that he/she executed the foregoing instrument by authority and in behalf of said
principal (s); and he/she acknowledged said instrument to be the act and deed of said
Principal(s).

Before Me:
[Signature]
Notary Public for State of Oregon
My commission expires: 6-19-08



State of Oregon)
) ss.
County of Deschutes)

Dated: _____

~~Personally appeared, _____, who being duly sworn (or affirmed),
did say the he/she is the attorney in fact for _____
and that he/she executed the foregoing instrument by authority and in behalf of said
principal(s); and he/she acknowledged said instrument to be the act an deed of said
Principal(s).~~

~~Before Me:

Notary Public for State of Oregon
My commission expires: _____~~

State of Oregon)
) ss.
County of Deschutes)

Dated: _____

~~Personally appeared, _____, who being duly sworn (or affirmed),
did say the he/she is the attorney in fact for _____
and that he/she executed the foregoing instrument by authority and in behalf of said
principal(s); and he/she acknowledged said instrument to be the act and deed of said
Principal(s).~~

~~Before Me:

Notary Public for State of Oregon
My commission expires: _____~~

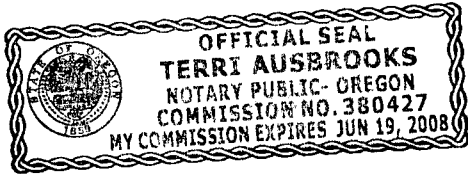
State of Oregon
County of Deschutes

On this 24 day of Aug, 2005, personally appeared before me the above named Randall Jackson, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

[Signature]

Notary Public for Oregon
My Commission expires: 6-19-08



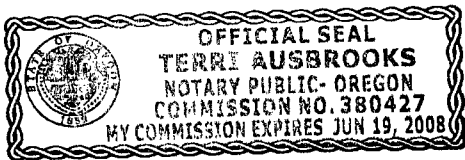
State of Oregon
County of Deschutes

On this 24 day of Aug, 2005, personally appeared before me the above named Barbara Jackson, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

[Signature]

Notary Public for Oregon
My Commission expires: 6-19-08



State of Oregon
County of Deschutes

On this 19 day of Aug, 2005, personally appeared before me the above named Carson Wilmer, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

[Signature]

Notary Public for Oregon
My Commission expires: 6-19-08

