

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION OF CONVENANTS AND RESTRICTIONS
FOR
Awbrey View

THIS DECLARATION is made this 12th day of October, 2004 by Cousins Construction, Inc., an Oregon corporation, hereafter collectively referred to as "Declarant" as developers and Owners of the real property located in the City of Bend, County of Deschutes, platted as Lots 1-9 and commonly known as Awbrey View.

Declarant desires to declare of public record certain covenants, conditions and restrictions upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall insure to the benefit of the Declarant or any successor of Declarant in the ownership of the desired property.

ARTICLE I

Use Restrictions

1.1 Residential Use. All lots shall be used only as residential lots. No structures of any kind shall be erected or permitted to remain on any Lot other than single family residences and structures normally accessory to such residences.

1.2 Temporary Structures. No structure of a temporary character, trailer, mobile home, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. All such structures must comply with the applicable building codes.

1.3 Rubbish and Trash. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

1.4 Maintenance of Structures and Grounds. Each owner shall maintain his Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building services, walks and other exterior improvements and glass surfaces. In addition, each owner shall keep all shrubs, grass and plantings of every kind on his Lot and on that area between his Lot and paved area of the dedicated road system neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot vandalism, or other causes shall likewise be the responsibility of each owner.

1.5 Vehicles in Disrepair. No owner shall permit any vehicle which is an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of 48 hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

ARTICLE 2

2.1 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done or placed on the Property which

interferes with or jeopardizes the enjoyment of the Property, or which is a source of annoyance to Owners or occupants. No unlawful use shall be made of the Property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

2.2 Signs. Unless written approval is first obtained from the Declarant, no sign of any kind shall be displayed to the public view on any Lot or structure, except one professional sign of not more than five feet square advertising the property for sale or rent, or project signs used by Declarant to advertise the property during the construction and sales period.

2.3 Design approval. Before construction can commence, the plans and design (including exterior finish, color, and landscaping) for any proposed building, garage, or other structure and the location of the same on a Lot shall be submitted and approved in writing by Declarant. In the event Declarant fails to render his approval or disapproval within 30 days after plans and design have been submitted to him (a written notice of receipt to be provided) this covenant will be deemed to have been fully complied with.

2.4 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within 12 months of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Declarant. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

ARTICLE 3

3.1 Landscape Completion. All front yard landscaping, including lawn strip between the curb and sidewalk, must be completed within 6 months from date of recording of the homes completion notice. In the event of undue hardship due to weather conditions, the Declarant, at their sole discretion, may extend installation of landscaping. Each lot owner is responsible for installation and maintenance of "street trees" if required by the City of Bend.

3.2 Diseases, Insects and Sprays. No owner shall permit any condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

3.3 Maintenance and Repairs. Each Lot owner shall be individually responsible for any particular damage caused to the road system by the offending Lot owner, the Lot owner's agents or Lot owner's contractors. Owners of lots 7, 8, & 9 are to sign a road maintenance agreement at closing for maintenance of the private road providing access to these three lots.

3.4 Parking. Parking of boats, trailers, motorcycles, truck-campers, RV's and like equipment shall not be allowed in front of the front set-back line of the garage. Parking of these vehicles to be behind a fenced enclosure. No RV parking on lots #1,2,6,7,8,9. RV parking is allowed on lots 3, 4, & 5 up to 30' in length.

3.5 Antennas. No antennas or satellite receiving dishes (over 18" in diameter) are allowed. Sattellite dishes, antennas or other communication devices less than 18" are allowed but must not be visible from the street.

3.6 Animals. No animals, including poultry, shall be raised or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that are not raised or kept

for commercial purposes and do not cause damage or discomfort to neighbors. All animals shall be kept in a fenced area or be kept on a leash.

3.7 Modular Homes. No modular, mobile or preexisting home may be moved onto any lot in the subdivision.

3.8 Fences. All fences to be kept behind the front corners of the house. All fences are to be made of cedar wood or other material as approved by the design review committee. All fences to be built to city ordinances or not to exceed 72" in height from grade.

3.9 Garage. All houses must have a minimum of a two car garage. No garage can be converted or used for living space.

3.91 Window Coverings. Window coverings visible from the outside of the Living Unit must be: (a) in good working order; (b) a neutral color compatible with the home/trim color; and (c) of a design and materials standard in the window dressing industry such as drapes, mini-blinds, etc. Sheets, blankets, plastic paper, foil, etc. are not allowed.

3.92 Air Conditioning Units. Window or portable air conditioning units are prohibited.

3.93 Exterior Lighting or Noisemaking Devices. Except with consent of the Declarant, no exterior lighting or noise making devices may be installed or maintained on any lot, other than as originally installed by the builder of the home and security and fire alarms. Outside lighting shall be designed to prevent unnecessary light spillage onto adjoining lots or public streets, and no high output exterior lighting, including, but not limited to mercury vapor and halide lights, may be installed without the specific approval of the declarant. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed with thirty (30) days after the celebrated holiday.

3.94 Building Materials. All building materials to be incorporated into and visible as a part of the external structure of any building or other structure may be regulated by the declarant.

3.95 Service Facilities. Service facilities (garbage cans, fuel tanks, clotheslines, clothesline poles, and other outside drying of clothes, linens, and such, firewood, gardening tools, and equipment, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. Appliances may not be stored outside. All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall receive special consideration to provide visual screening and noise reduction.

ARTICLE 4

4.1 Remedies. In the event any owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the provisions of this Declaration to remain uncorrected or unabated on his Lot, or if any owner causes damage to the road system during construction or anytime thereafter, then Declarant shall notify the owner in writing of any specific violations of this Declaration, and may require the owner to remedy or abate the same in order to bring his Lot, the improvements on the Lot or on the road system and his use of the Lot in conformance with this Declaration. If the owner is unable, unwilling or refuses to comply with Declarants specific directives for

remedy or abatement, or the owner and the Declarant cannot agree to a mutually acceptable solution within 30 days of written notice to the owner, then Declarant shall have the right to do either or both of the following:

A. Enter the offending Lot, if necessary, and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration, in such a manner to make it conform to this Declaration, in which case Declarant may assess the offending Lot owner for the entire cost of the work done, and Declarant shall have a lien upon the offending Lot for the amount of this cost which shall be subordinate to any prior recorded mortgage or trust deed, and

B. Bring suit or action against the owner to enforce this Declaration.

4.2 Costs and Attorneys Fees. In the event Declarant brings any suit to action to enforce this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amount as the court may determine to be reasonable as attorney's fees at trial and upon any appeal.

4.3 Nonexclusiveness of Remedies. The remedies provided in this Declaration are not exclusive but shall be in addition to the injunctions and all other remedies, including actions for damages and suits for specific performance, available under applicable laws.

ARTICLE 5

Termination

5.1 The covenants, conditions and restrictions contained in this Declaration shall terminate upon the expiration of 40 years from date of recording of this Declaration, provided, however, that such covenants, conditions and restrictions shall terminate upon such earlier date as Declarant may execute and cause to be recorded in the deed records of Deschutes County, a Declaration specifying such termination. However, Declarant shall notify in writing each owner 90 days before recording of such Declaration of termination. In addition, Declarant may elect to waive any of the covenants, conditions and restrictions as they apply to any specific Lot or Lots by the execution and recording by Declarant in the deed records of Deschutes County, Oregon, of a declaration of waiver.

Notwithstanding the following, at the time of receipt by owners of notice of termination, or before such declaration of termination is executed and recorded, the owners may at their discretion form an Association to enforce the provisions of this Declaration. Such Association shall be formed only by majority vote, and in determining a majority, each Lot in the subdivision shall be entitled to one vote. The Association's structure and powers shall be limited to enforcing this Declaration, and the Association shall have the same powers and duties that the Declarant has under this Declaration. All provisions in the Declaration shall apply equally to the Association including but not limited to provisions relating to Enforcement.

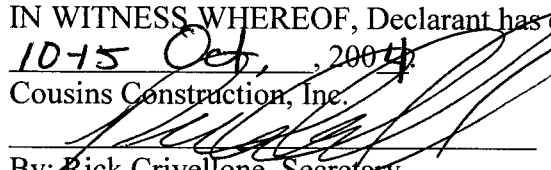
ARTICLE 6

Miscellaneous Provisions

6.1 Waiver. Failure by Declarant to enforce any covenants, conditions or restrictions contained in this declaration shall in no event be deemed a waiver of the right to do so

thereafter as to the same breach or as to one occurring prior or subsequently thereto.
6.2 Construction. Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions shall not affect the validity or enforceability of the remaining part of that or any other provision.
6.3 Notices. Any notice required by this declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made 24 hours after having been deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed to the owner at his Lot or if the Lot is unimproved, at such address then on file with the county assessor for delivery of tax statements.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 15th day of 10-15 Oct., 2004
Cousins Construction, Inc.


By: Rick Crivellone, Secretary
State of Oregon)

County of Deschutes)
On the 15th day of October, 2004 the above Cousins Construction, Inc. referred to as Declarant, personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Linda A.
Notary Public for Oregon
My commission expires: ---- 5-3-2005

