

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2004-76750



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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT WALL AND FENCE NOTED IN 3.20 ORIGINAL DOCUMENT WAS RECORDED ON NOVEMBER 30, 2004 in BOOK 2004 at PAGE 71369, DESCHUTES COUNTY OFFICIAL RECORDS.

DECLARATION OF THE  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR THE BELLA VISTA SUBDIVISION



These Covenants, Conditions and Restrictions are made this twenty fourth day of November, 2004, by Peter Taylor hereinafter referred to as "Declarant", for the Bella Vista Subdivision in Redmond, State of Oregon. Property described as Lots 1 through 20, Bella Vista Subdivision is attached hereto and incorporated by reference herein.

The property described in Exhibited "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as the Bella Vista Subdivision, hereinafter referred to as Bella Vista.

Bella Vista is being developed as a residential community. Except where this Declaration for Bella Vista conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event of any of the development standards or use restrictions of this "Declaration" should conflict with more restrictive standards or use requirement set by an applicable zoning ordinance of the City of Redmond, the more restrictive standard or requirement of the applicable City of Redmond ordinance shall apply.

Section 1. DEFINITIONS

1.1 Bella Vista Subdivision

The term "Bella Vista Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration.

1.2 Bella Vista Subdivision Theme.

The theme of Bella Vista is "the Contemporary Country Neighborhood." Homes with steep roofs (5/12 pitch or greater), covered front porches, landscaped park strips, and a friendly and livable community subdivision.

1.3 Declarant

The term "Declarant" shall mean Peter Taylor in interest.

1.4 Lot.

The term "Lot" shall mean each lot described on a subdivision plat or Partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration.

The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Bella Vista Subdivision.

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1.6 Home sites.

The term "Home site" shall mean a Lot as defined herein.

1.7 Owner.

The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a sale.

1.8 Improvements.

The term "Improvements" shall include, but not be limited to any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, park strip, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets.

The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Bella Vista and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road terrace, way, lane, circle or otherwise.

1.10 Park Strip.

The term "Park strip" shall mean that area between the curb and the sidewalk. Some streets will not have the standard sized park strip due to City ordinance and Street designations.

**Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VISTA SUBDIVISION.**

2.1 General Declaration Creating Bella Vista Subdivision.

Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Bella Vista run with all of said real property for all purposes and shall be binding upon and inure to the benefit of declarant and all Owners and their successors in interest as set forth in this declaration.

### **Section 3. RESTRICTIONS.**

#### **3.1 Occupancy.**

No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private, single family residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit when he is not in occupancy.

In the event that the City of Redmond approves proposed living quarters garages, a maximum of two persons will be allowed and only one (1) additional automobile is allowed per living unit and must be parked alongside the garage on a concrete or asphalt pad.

#### **3.2 Improvements.**

Each Lot within Bella Vista shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Home building must be completed within one year from the start of construction. Yards and park strip must be improved and landscaped not later than 90 days from occupancy including the park strip area between the sidewalk and curb; in the event that the house is completed in winter, a 60-day extension will be granted. Each owner shall attempt to preserve as many trees on each lot as possible. Builders shall not disturb adjoining lots.

Each residence shall contain a minimum of 1400 square feet. No T-1-11 siding will be allowed on the front exterior walls or on any exterior facing the street, of any home, garage or any improvement. Installation of underground sprinkler systems for front lawns and park strips of each home is mandatory.

While the park strip in front of each home is within the street right-of-way, it is each homeowner's responsibility to install and maintain sprinklers within the park strip. Where sidewalks have been installed by the developer the developer will furnish each lot with a waterline pipe, which will be buried under the concrete sidewalk for hookup to the lot owner's underground sprinkler system.

#### **3.3 Required Setbacks.**

All Improvements shall be erected, placed, altered and maintained in accordance with all applicable City of Redmond setbacks, building height limitations, solar setbacks, building codes and the ARC guidelines for Bella Vista.

#### **3.4 Appearance.**

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps and other service facilities located on the Lot shall be screened from view of neighboring lots and streets and must be approved by Architectural Review Committee.

### 3.5 Landscaping.

All disruption of the natural landscape must be repaired within 90 days of occupancy. Areas that are highly visible or that constitute a dust problem must be reestablished with twelve months.

No tree may be planted or fixture installed that will diminish the scenic views of other members. The Architectural Review Committee will be the sole judge and has the right to demand the removal of any tree or fixture judged to be objectionable. As with all ARC rules, when in doubt it is the member's obligation to check with the ARC.

Those lots with electrical transformers located in the park strip shall not plant any trees or landscaping within 10' feet in the front area and 3' feet within the side and rear of the transformer.

Landscaping of park strips must include commercially grown sod covering the entire park strip (area between the curb and sidewalk) allocated to each property owner. No amateur-grown sod will be allowed.

### 3.6 Nuisances.

No obnoxious, offensive, industrial or commercial activity or pursuit shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. All Lots must be for residential use only. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.

### 3.7 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

### 3.8 Signs.

No sign of any kind shall be displayed to public view on or from any Lot without the Declarant's prior written consent, provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot. General contractors will be allowed to display one sign during the construction phase of individual homes. Said signs shall be limited in size to not more than four (4) square feet.

**3.9 Antennas/Satellite Dishes.**

No television antenna, radio antenna, satellite antenna or other receiving device shall be placed on any lot with Declarant's prior consent or approval of the ARC.

**3.10 Limitation on Transfer.**

No owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot, which would result in ownership of such Lot being held by more than ten (10) persons.

**3.11 Mobile Homes.**

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot.

**3.12 Utilities.**

No aboveground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

**3.13 Driveways.**

No driveway cuts are allowed on the street on any lot with alley access.

**3.14 Adjacent Property.**

Adjacent property may not be used for access or parking without that Owner's written permission.

**3.15 Parking.**

No parking on any street shall be allowed of any horse trailer, travel trailer, commercial 18-wheel tractor, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, disabled vehicles or other similar vehicles shall be parked or stored on any Lot in a position whereby said vehicles will be visible from the street.

Parking is allowed for small recreational vehicles (small is defined as not to exceed 25 feet in total length), when parked along side of garages on asphalt or concrete pads. Owners are encouraged to utilize asphalt pads. No vehicle shall be parked in the street for more than 24 hours at a time. It is each owner's responsibility to see that their guests, invitees, and lessees abide by this condition.

**3.16 Lot Area, Width and Setback Lines.**

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Redmond Zoning and Use Regulations and as shown on the face of the Plat. No lot shall be further partitioned or subdivided.

3.17 Corner Lot Site Requirements.

3.18 Livestock, Poultry and Pets.

No animals, livestock or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance.

3.19 Sight Distance At Intersection.

On a corner Lot, no fence, wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and line connecting them at points twenty eight (28) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight line limitations shall apply on all Lots within the first ten (10) feet of a street right of way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



3.20 Walls and Fences.

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All fences within Bella Vista shall be ~~five~~ (6) feet or less. The only exception, which must be approved by the ARC, is for privacy screening at the back of homes, or a unique design on side fences. Any fence extended in front of the house must not exceed three (3) feet. Wood posts for fences may be higher than ~~five~~ (6) feet with ARC approval.

SIX



Painting of fences is allowed with ARC approval of colors. Any painted fence must be maintained so as to conform to the standards established for fences left in their natural state.

No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. No cyclone, or chain link fences are allowed whatsoever except that fence posts may be metal or steel. Fences shall be constructed of grade #2, no-hole cedar or materials approved by ARC. All side and rear fences constructed on the property line by the developer, or builder, are the property of the adjoining property owners. It is the adjoining property owner's responsibility to jointly maintain, repair or replace side fences when needed. Corner lots that anticipate constructing fences must have ARC approval prior to the start of construction.

### 3.21 Roofs.

All home and garage roofs shall have not less than a 5 in 12 pitch. However, porch roofs shall have not less than 4 in 12 pitch.

All roofs and roofing materials shall be limited to quality composition roofs (Fire halt 25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth tone colors; no metal roofs are allowed. Roofs are required to extend over and included decks on the front of each home and street-side of each home if different from the location of the home's front door.

### 3.22 Covered Porches.

All homes shall have covered porches and covered decks on the street-side of each home. Homes with front doors located in a different location other than the front, street-side of the home, must have porches and decks on the second side of the home at the front door's location.

Porches must be incorporated into the overall design of the primary structure and not merely a covered deck or add-on. Porch roofs shall have not less than a 4 in 12 pitch.

The purpose of this provision is to maintain the "Country Theme". The porch concept, at the front of each home, is essential to creating the overall image of the subdivision. The ARC has final approval of all porch designs.

### 3.23 House Plan Design.

The use of the same house plan is not allowed more than two (2) times on any block and never beside each other unless the plan has undergone exterior modifications, both unless approved by ARC. The intent of this rule is to avoid the repetitive, exterior-sameness that results from building the same plan side-by-side on the same block.

### 3.24 Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. A model/office is allowed by a builder during the development and construction of homes in Bella Vista. No model/offices are allowed after the subdivision is 95% completed (homes built).

### 3.25 Garages.

All Lots are required to have garages that are big enough for at least 2 cars. Single car garages are not acceptable. Carports are not allowed. Garages must have a 5 in 12 roof pitch.



3.26 Chimney.

All exterior chimneys must be of wood, stone or brick. Flues and caps should be shrouded to conceal from view.

3.27 Exterior Lighting.

Exterior lighting must be indirect.

The position of any walkway lights shall be installed on the left side of the walkway as the observer faces the front of each house. All lights must be installed within a 3' foot square. When in doubt contact a representative of the ARC for approval.

3.28 Exterior Colors.

All exterior colors including those for trim, windows and doors must be approved. Samples may be standard manufacturer's paint chip samples.

3.29 Heating/Cooling Systems.

Any exposed solar heating system must be approved by the ARC. All exterior elements of heating and/or cooling systems must be out of the direct view of neighboring homes and concealed from street view.

3.30 Occupancy.

No occupancy will be allowed before:

- (a) Final inspection and approval by the ARC and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting.

3.31 Licensed Contractors.

No amateur home building will be allowed on any Lot. The principal structure on each Lot shall be constructed by a licensed building contractor or the property owner only.

3.32 Firearms and Related Activity.

No firearm, crossbow, bow and arrow or air gun, including with limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

3.33. Clothes Drying Area.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any front street.

3.34 Outside Fixtures.

No basketball hoops or playing of basketball is allowed in any street except for alleyway.

**3.35 Water and Sewer Supply.**

No individual water supply system or sewage disposal system shall be permitted on any Lot.

**3.36 Severability.**

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 4. DURATION AND AMENDMENT OF THIS DECLARATION.**

**4.1 Duration.**

The Covenants, Conditions and Restriction of Bella Vista shall remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this declaration is recorded.

However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this declaration signed by Owners of not less than seventy five percent (75%) of the Lots then subject to this Declaration, this declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions and Restrictions for Bella Vista are terminated as set forth above in this section.

**4.2 Amendment.**

This declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with written consent of the Owners of seventy five (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

**Section 5. ENFORCEMENT.**

**5.1 Enforcement.**

The declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these Covenants, Conditions and Restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

## **5.2 Arbitration.**

Any and all disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred hereby shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one of the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by a majority, resolve the dispute.

The costs of the arbitration proceeding including the arbitrator's fees shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other parties' reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

## **Section 6. ARCHITECTURAL REVIEW COMMITTEE**

### **6.1 Responsibility.**

There shall be an architectural review committee (ARC). The committee shall enforce and implement the Bella Vista Architectural Rules & Guidelines (guidelines). Each decision of the ARC regarding the interpretation, enforcement and implementation of the guidelines shall be determinative and binding upon the owners and their agents.

### **6.2 Membership.**

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

6.3 Guidelines.

The declarant has prepared and recorded the Bella Vista Architectural Rules & Guidelines. Said guidelines are hereby incorporated into and made a part of these Covenants, Conditions and Restrictions, and shall bind the owners and their agents as fully and completely as these Covenants, Conditions and Restrictions.

6.4 Non-Waiver.

The guidelines shall generally set for the procedures owners are to follow for the approval, construction and maintenance of any improvement, landscaping and the like on any Lot within Bella Vista.

6.5 Liability.

The ARC shall initially consist of one member until such time that ten lots are sold then permanent membership will be three members. The initial member shall be Kameron DeLashmutt. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the remaining member or members shall appoint a successor. At such time that a minimum of ten lots are sold then the new owners shall elect, with a simple majority the remaining member of the ARC.

Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of the deaths or resignation of all members of the ARC occurs without successors having been appointed, a majority of the owners shall elect the successors.

6.6 Decisions.

Except as otherwise provided herein, a majority of the Architectural Review Committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

6.7 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing and in no event shall approval or disapproval take longer than 30 days. There shall be no construction or disturbance of any vegetation on any lot before the owner of that lot obtains approval.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

**Section 7. EFFECT OF DECLARATION**

The Covenants, Conditions and Restrictions of this declaration shall run with the land included in Bella Vista and shall bind, benefit and burden each Lot in Bella Vista, including any additions thereto. The terms of this declaration shall inure to the benefit of the Owners of any Lot in Bella Vista, their successors, assigns, heirs, administrators, executors, mortgages, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Bella Vista.

The restrictions set forth herein shall be binding upon all Owners, lessees, licenses, occupants and users of the property known as Bella Vista and their successors in interest, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder.

IN WITNESS WHEREOF, the parties to this agreement have signed this agreement on the date and year set forth below.

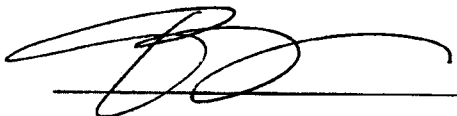
 Date: 11-29-04

\_\_\_\_\_ Date: \_\_\_\_\_

STATE OF OREGON

COUNTY OF DESCHUTES

Personally appeared the above named Peter S. Taylor and acknowledges the foregoing instrument to be his/her voluntary act and deed.

 Notary Public



10-15-08 My Commission Expires

After recording return to: **WESTERN TITLE & ESCROW COMPANY**  
P.O. Box 757  
153 S.W. 5th St.  
Redmond, OR 97756

"ATTACHMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS"

**"EXHIBIT A"**

**LOTS 1 THROUGH 20, BELLA VISTA,  
DESCHUTES COUNTY, OREGON**