

92-3708#

COVENANTS, CONDITIONS AND RESTRICTIONS 281 - 1623
 FOR
 CLEARVIEW ESTATES
A Subdivision of Deschutes County, Oregon

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "the Property," platted and filed of record as "Clearview Estates," Deschutes County, Oregon, more particularly described in the attached Exhibit "A"; and

WHEREAS, Declarant desires to subject the Property, except for Lot Three (3) in Block Two (2) thereof, to protective covenants, conditions and restrictions for the benefit of the Property, and its present and subsequent owners as hereinafter specified, and will convey the Property subject thereto:

NOW, THEREFORE, Declarant hereby declares that all of the Property, except for Lot Three (3) in Block Two (2), is and shall be held and conveyed upon and subject to the covenants, conditions and restrictions hereinafter set forth. These covenants, conditions and restrictions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these covenants, conditions and restrictions shall inure to the benefit of and be limitations upon all future owners of the Property, or any interest therein.

Part A - Architectural Control.

1. No building shall be erected, placed or altered on any lot of the Property until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with respect to topography, and finish grade elevation. Submission of materials to the Architectural Control Committee shall be at least ten (10) days in advance of when such approval is requested. The approval stamp and signature of the Architectural Control Committee shall be required before application for a building permit with the appropriate governing agency.

2. The Architectural Control Committee may in its sole discretion withhold consent with respect to any proposal if the Architectural Control Committee finds the proposal would be inappropriate for a particular lot or incompatible with any adjoining property within the Property. Considerations of existing terrain and vegetation and any other factor of which the

After recording, return to:
 BEND TITLE COMPANY
 1195 N.W. WALL, BEND

Nancy

Architectural Control Committee reasonably believes to be relevant may be taken into account by the Architectural Control Committee in determining whether or not to consent to any proposal. Applications for such approval shall be made to the Architectural Control Committee, whose membership is governed by the provisions set forth in Part C hereof.

Part B - Land Use and Building Type.

1. Occupancy and size.

a. No lot within the Property shall be used except for residential purposes.

b. No building shall be erected which shall exceed two stories in height and contains a private garage for the storage of not less than two automobiles.

c. No residence shall be constructed containing less than 1,700 square feet of living area, exclusive of garages, porches and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials which have an appearance conforming to the residence.

2. Residence/Building Location.

a. No residence or building shall be erected any portion of which is located closer than the minimum setback lines stipulated by the appropriate governing agency which issues the building permit for the structure.

b. Each residence or building shall be located on each parcel so as to remain as compatible as possible with the natural surroundings and with other residences.

3. Fences.

Any fences constructed shall not exceed seventy-two (72) inches in height, and shall be constructed of wood materials.

4. Chimneys.

All fireplace chimneys must be constructed from ground level, and consist of pumice or concrete blocks, bricks, stone and masonry, or comparable fire-resistant materials. Chimneys from wood stoves shall be boxed in by wooden walls or otherwise be treated so as to conform with generally accepted building practices in the Deschutes County area. Such conformance shall be as determined by the Architectural Control Committee.

5. Roofs.

All homes shall have roofs of split or sawed wood shingles or shakes, ceramic tile, or comparable material, or of composition material which is specifically approved by the Architectural Control Committee.

6. Time of Construction.

All residences or buildings constructed must be completed within one year from the date construction is commenced, exclusive of inside finish work, which shall be completed within twelve months of the date construction is commenced.

7. Residence/Building Exteriors.

a. The use of new materials on all exterior surfaces shall be required; provided, however used brick may be allowed if approved by the Architectural Control Committee.

b. Anodized window frames or the equivalent shall be required, however wood or vinyl windows may be used when approved by the Architectural Control Committee.

c. Window coverings shall be of colors and materials which are as compatible as possible with the natural surroundings and of the colors utilized by adjoining residences.

d. Exposed metal will be covered or treated to eliminate any flashy appearance.

e. Use of T-1-11 or comparative material is prohibited unless otherwise approved by the Architectural Control Committee.

f. Exterior colors shall be compatible with the natural surroundings and may not be identical to any color scheme used by any other residence located within the Property unless specifically authorized by the Architectural Control Committee.

g. All exterior lighting must be approved by the Architectural Control Committee.

8. Mobile Structures.

No building, whether intended for use in whole or part as a main residential structure or for use as a garage or other outbuilding, shall be moved upon a lot.

9. Driveways.

All driveways shall be paved. Only one driveway shall be permitted for each lot. However, circular driveways may be permitted where practical and where approved by the Architectural Control Committee.

10. Oil and Mining Operations and Excavation.

No oil development operations, or mining operations shall be allowed on any lot within the Property. Further, no excavation for gravel, cinders, or soil shall be allowed on any lot within the Property, except for house construction or household purposes.

11. Landscape Timing.

Thirty days prior to occupancy of any residence, a landscaping plan for the entirety of the lot shall be presented to the Architectural Control Committee for review. The plan shall include a general layout of the front yard and that portion of the Property visible from streets immediately adjacent to the Property which is not otherwise screened in an acceptable manner pursuant to these Covenants, Conditions and Restrictions. The plan shall include the trees and shrubs to be used. In addition, the landscaping plan shall include the location and screening of such things as recreational vehicle parking, access to such parking, dog runs, children's outdoor recreational equipment (swing sets, sandboxes, etc.), refuse or garage containers, fuel tanks, clothes drying apparatus or lines and other service and storage facilities. After approval by the Architectural Control Committee the landscaping plan must be completed in its entirety within 180 days of approval, unless the Architectural Control Committee grants an extension of the due date. All work relating to the landscape plan shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time.

12. Sight Distance at Intersections.

No fence, wall, hedge, or shrub planting which will obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain, on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) 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 any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway's pavement. No trees shall be permitted to remain within such distances of

such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Nuisances.

a. No noxious or offensive trade or activity, commercial or otherwise, shall be carried on upon any lot within the Property, nor shall anything be placed or constructed thereon which may be an annoyance or nuisance to any other lot within the Property or which may interfere with or jeopardize the enjoyment of any other owner of a lot within the Property.

b. No gasoline may be stored in bulk tanks upon any lot within the Property, either above or below ground.

c. No garbage or refuse will be allowed to remain on any lot within the Property unless stored in sealed containers. All such containers shall be screened from any adjoining lots within the Property.

14. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purpose and are not a nuisance to any other owner of a lot within the Property.

15. Signs.

No signs may be displayed for the public view from any lot within the Property, other than a "For Sale," "For Rent," or one used by a builder to advertise a particular property during the construction and sales period. No sign shall be larger than five (5) square feet, other than as approved by the Architectural Control Committee.

16. Maintenance of Lots.

Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in fashion as not to create a fire hazard, including all approved landscaping, which shall be maintained in a neat and attractive manner.

17. Appearance.

All firewood, garbage, or garbage containers, clothes drying apparatus or lines, and other facilities shall be located behind sight-obscuring fences at least six (6) feet in height unless such a fence would violate another provision in these

Covenants, Conditions and Restrictions, or unless specifically exempted by the Architectural Control Committee.

18. Antenna.

The installation of a satellite dishes, outside antenna or reception wire is prohibited without the specific approval of the Architectural Control Committee. Such permission will only be granted if television cable is not available to the Property.

19. Storage of Recreational Vehicles/Trailers.

Except for that portion of a lot within the Property known as the rear yard area, unless approved by the Architectural Control Committee no lot, or any part thereof, may be used to park or store on a permanent basis any trailer, truck camper, boats, boat trailer, snowmobile, off-road motorcycle or other off-road vehicle. Any such items stored in the rear yard area must be located behind sight-obscuring fences at least six (6) feet in height such that they are not readily visible by a adjoining owner of a lot within the Property.

Part C - Architectural Control Committee.

1. Membership.

The Architectural Control Committee shall be composed of: (i) Catherine Lummis; and (ii) Larry Lummis. In the event of death or resignation of either member of the Architectural Control Committee, the remaining member shall have full authority to designate a successor. No member of the Architectural Control Committee shall be entitled to any compensation for services performed relating to the Architectural Control Committee. At any time, the present owners of the majority of the platted and recorded lots shall by written and signed order, have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee, or restore to it any of its powers and duties or change the Covenants, Conditions and Restrictions herein contained. For all purposes of this Declaration, the Declarant, or Catherine Lummis and Larry Lummis, husband and wife, as the case may be, shall be considered to hold a majority of the platted and recorded lots as long as one of the aforementioned parties shall own one of the lots within the Property.

2. Effective Period of Consent.

Architectural Control Committee consent shall be revoked one year after issuance unless work has been commenced or the owner of the affected lot has applied for and received a

written extension of time from the Architectural Control Committee.

3. Construction and Alteration of Improvements.

No person, association, or owner of a lot within the Property shall construct or reconstruct any improvements on any such lot, or alter or refinish the exterior of any improvement on any such lot, make any change in any such lot, whether by excavation, fill or alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees on a lot unless such person, association or owner has first obtained the consent thereto of the Architectural Control Committee.

Part D - General Provisions.

1. Term.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a fifty-one percent (51%) majority of the owners of the platted and recorded lots within the Property (excluding Lot Three (3) in Block Two (2)) has been recorded agreeing to change these covenants in the whole or in part.

2. Amendment.

These Covenants, Conditions and Restrictions may be amended by an instrument signed by a fifty-one percent (51%) majority of the owners of the platted and recorded lots within the Property (excluding Lot Three (3) in Block Two (2)). Any amendment must be recorded in the appropriate official records of Deschutes County, Oregon, to be effective.

3. Enforcement.

Any owner of any lot within the Property, or the owner of any recorded mortgage or trust deed upon any lot within the Property, shall have the right to enforce by and proceeding at law or in equity any or all of the covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration.

4. Severability.

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

5. Benefit of Provisions; Waiver.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the owner or owners of any portion of the Property, and their heirs and assigns, and each of their legal representatives. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such covenants, conditions or restrictions herein contained, shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the owners and developers of Clearview Estates have caused this instrument to be executed for recording as the Covenants, Conditions and Restrictions for the Property this 4 day of November, 1992.

"Declarant"

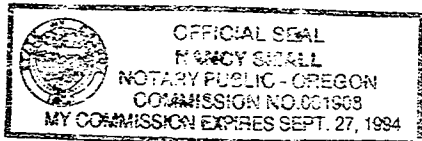
TERRA DYNAMICS, INC.,
an Oregon corporation

By Catherine Lummis
Catherine Lummis, President

By Lawrence D. Lummis
Larry Lummis, Secretary
*by Catherine Lummis
his attorney in fact.*

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above-named CATHERINE LUMMIS, President of TERRA DYNAMICS INC., an Oregon corporation, and LARRY LUMMIS, Secretary of TERRA DYNAMICS INC., an Oregon corporation, and acknowledged the foregoing instrument as their voluntary act.



Nancy Small
Notary Public for Oregon
My Commission expires: 09-27-94

Exhibit "A"

That real property located in the East Half of the Northwest Quarter of Section 15, Township 18 South, Range 12 East of the Willamette Meridian, in Deschutes County, Oregon, with said lands being more particularly described as follows:

Beginning at the Initial Point, said point being a 2-1/2 inch galvanized iron pipe with a 2-1/2 inch brass cap set on the West one-sixteenth line of said Section 15, South 00°06'32" East, 1862.41 feet from the West one-sixteenth corner on the north line of said Section 15; thence North 74°30'01" East, 166.37 feet; thence North 85°18'28" East, 246.00 feet; thence North 61°15'35" East, 258.84 feet; thence along the arc of a 50.04-foot-radius curve right (the long chord of which bears North 39°18'07" East, 76.34 feet) a distance of 86.84 feet to a point on the southerly line of Lot 4, Block 4, LADERA FIRST ADDITION; thence along said southerly line, North 89°01'12" East, 162.41 feet to a point on the westerly right-of-way line of Ladera Road; thence along said westerly right-of-way line, South 02°30'00" East, 60.02 feet to the northeast corner of Lot 2, Block One, FALCON SKY ESTATES; thence along the northerly line of said Block One, South 89°01'12" West, 115.00 feet; thence continuing along said northerly line along the arc of a 50.00-foot-radius curve right (the long chord of which bears South 53°10'29" West, 67.77 feet) a distance of 74.46 feet; thence along the westerly line of said Block One, South 05°50'24" West 82.00 feet; thence continuing along said westerly line South 05°52'32" West, 135.03 feet to the southwest corner of said Block One; thence South 40°34'18" West, 127.59 feet; thence South 37°58'48" East, 133.09 feet; thence along the arc of a 570.00-foot-radius curve right (the long chord of which bears South 51°42'22" West, 60.06 feet) a distance of 60.09 feet; thence North 37°54'41" West, 133.06 feet; thence South 61°59'57" West, 592.93 feet to a point on the aforementioned west one-sixteenth line; thence along said west one-sixteenth line, North 00°06'32" West, 479.98 feet, to the Initial Point.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

92 NOV -5 AM 11:43

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *[Signature]* DEPUTY
NO. **92-37084** FEE *[initials]*
DESCHUTES COUNTY OFFICIAL RECORDS