DESCHUTES COUNTY OFFICIAL RECORDS BLANKENSHIP, COUNTY CLERK

02/16/2005 03:12:46 PM

AFTER RECORDING Return to: Reinhardt Construction & Design, LLC P.O. Box 4643 Sunriver, OR 97707

## Protective Covenants, Conditions and Restrictions Craftsman Creek Bend, OR

Reinhardt Construction & Design, owners of the subdivision Craftsman Creek, City of Bend, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, to the following Protective Covenants, Conditions and Restrictions.

## ARTICLE I. ARCHITECTURAL GUIDELINES

The purpose of the following guidelines to be observed by each owner is to protect and preserve the value and quality of life in the subdivision.

- Section (1) Minimum size. No residence of less than 1000 square feet of living space, exclusive of garage, shall be erected on any lot.
- Section (2) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
  - Section (3) <u>Driveways</u> will be of concrete, concrete pavers or asphalt.
- Section (4) Landscaping. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished or final inspection, whichever occurs first.
- Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel Section (5) tanks, clothes drying apparatus or lines, inoperative vehicles, and other service facilities shall be screened from view of neighboring lots.
- Utilities. No above-ground utilities, or wires shall be used to connect Section (6) improvements with supply facilities.
- Fences. No chain link fences may extend beyond the front of the house. All Section (7) other fences extending from front of house to street shall not exceed 3 feet in height.
  - Section (8) Roofs shall be of sculpted shingles or better.
- Exterior Colors. Bright exterior colors shall be prohibited on the body of the Section (9) house.

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## ARTICLE II RESTRICTION ON THE USE OF PROPERTY OF HOMEOWNERS

- Section (1) <u>Use and Occupancy of Private Areas.</u> Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.
- Section (2) <u>Maintenance of lots.</u> Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.
- Section (3) <u>Mobile Homes, Campers, Trailers</u>. No mobile homes or trailers may be used as a residence, including manufactured housing.
- Section (4) Offensive or Commercial Activities. No offensive or ongoing commercial activity shall be conducted on any lot.
- Section (5) <u>Uses Prohibited</u>. No parts of said property shall be used in any of the following ways:
  - (a) As a storage place for more than thirty (30) days for trailers; however, unless they are garaged or reasonably screened.
  - (b) As a place to burn trash.

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- (c) As a place to raise farm animals of any kind except a reasonable number of household pets which are not a nuisance to other owners.
- (d) No structure of temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any parcel at any time as a residence either temporary or permanently. However, builders may have a temporary job hut or trailer during construction of a home not to exceed 180 days, provided said hut or trailer is removed within twenty (20) days of completion of residence, or final inspection, whichever occurs first.
- (e) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.

## ARTICLE III GENERAL PROVISIONS

Section (1) <u>Term</u>. These covenants are to run with the land and shall be binding on all parties and all personal 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.

Section (2) <u>Enforcement.</u> Enforcement shall be by proceedings at law or in equity by any owner or group of owners against any person or persons violating or attempting to violate any covenant either to restrain violation of to recover damages. If suit is undertaken to enforce these covenants, conditions and restrictions, the prevailing party shall be entitled to attorney's fees as the Court may judge in addition to any damages an individual or group of owners can demonstrate.

Section (3) <u>Severability</u>. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the provisions which shall remain in full force and effect.

Section (4) <u>Amendment</u>. A recordable document amending this document signed by fifty-one (51%) percent of the owners of record of the lands subject to these covenants shall amend or repeal this document.

Personally appeared the above named, <u>Tia Reinhardt and Bryan Reinhardt</u>, and acknowledged the foregoing instrument as their voluntary act.

OFFICIAL SEAL
THERESA UJAKOVICH
NOTARY PUBLIC-OREGON
COMMISSION NO. 372594
MY COMMISSION EXPIRES SEP. 15, 2007

Before Me: There Uako

Notary Public for Oregon

My commission expires: 5 2007

MY COMMISSION EXPIRES SEP 15, 2007

THERES UJANOVICH

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