

98-13492
**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
 FOR
 EAGLENEST
 DESCHUTES COUNTY, OREGON**

The primary purpose of these restrictions is to ensure the development and maintenance of a spacious, single-family residential area where liberal yards and open space ensure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of Eagle Nest.

The undersigned, being the sole owner of the property described above, in order to provide for the objective set out in the above statement of purpose, does hereby subject said property, and each division or part thereof, to the following building and use restrictions:

1. **USE:** Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property.

2. **SPECIFICATIONS:** No more than one detached single-family dwelling not to exceed one story in height, nor more than one three car garage or carport, and nor more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylights, split-entry and split-level types shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 850 square feet excluding the garage.

Each home will be located on each parcel so as to keep as compatible as possible with the natural surrounds and with other houses.

3. All structures erected shall be of new construction and may not be moved in from a point outside the property.

a. **Material Guidelines:**

(1) Exterior sidings shall be of the OSB, cedar or other real woods. (LP inner seal, cottage lap, bevel cedar, etc.)

(2) T1-11 is acceptable (plywood or cladwood) on back side and right and left sides. Fronts to be sided with material as stated above.

(3) Exterior paint colors shall harmonize with the surrounding area and all colors are subject to approval by the design control committee.

4. **TIME OF CONSTRUCTION:** All buildings constructed must be completed within nine (9) months from the date construction commences.

After recording, return to
 AmeriTitle
 5 OREGON AVENUE, BEND.



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5. **LANDSCAPE TIMING:** All front yards to be landscaped by closing and back yards shall be landscaped within size (6) months after the exterior of a residence is finished with no less than forty percent (40%) of the front yard to be in grass. Natural landscaping will be permitted where deemed appropriate by the Design Control Committee provided that weeds are not prevalent. The use of gravel and cinders will generally not be acceptable "landscaping materials" except as approved for parking strips and paths that are approved by the Design Control Committee. The type and color of gravel/cinder materials used must also be approved.

6. **SETBACKS:** Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.

7. **DRIVEWAYS:** All driveways shall be concrete.

8. **TREES:** All trees will be left standing, with the exception of those needing removal for the purpose of home construction. Every effort shall be made to situate the house on the lot so as to retain trees.

9. **CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS:** No person or lot owner shall construct or reconstruct any improvements on any lot or alter or refinish the exterior of any improvement on any lot, make a change in any lot including but not limited to fence construction and the cutting or removal of trees, install a utility, outside antenna, or other outside wire on a lot unless such lot owner has first obtained the consent thereto of the Design Control Committee. Alternative energy uses and their designs are also subject to the approval of the Design Control Committee.

10. **GARAGES:** All homes must have a double garage. Anything larger than a triple garage must meet with the approval of the Design Control Committee.

11. **ROOFS:** All roofs must be composed of ARC 80 - 25 year roofing, masonite shakes, cedar shakes or shingles. Tile roofs are acceptable when deemed appropriate by the Design Control Committee. Roofs shall overhang all wall sections for a minimum of 18 inches. On sections where gutters are employed, down spouts must be included.

12. **DESIGN CONTROL:** The developers of Eaglenest, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within Eaglenest not to construct or alter any improvement on their site until:

(1) The Owners have submitted to the developers, one complete set of plans and specifications therefore in form satisfactory to the developers, showing insofar as appropriate (i) the size and dimensions of the improvements, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite,

(v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, (vii) the landscaping arrangements, and (vii) fence design.

(2) Such plans and specifications have been approved in writing by the developers.

Approval of said plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the developer with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because, in the reasonable judgment of the developers, it would render the proposed improvement inharmonious or out of keeping with Falcon Ridge's objectives or the improvements erected on other homesites.

13. **CLEANLINESS:** Each parcel and its improvements shall be maintained in a clean and attractive condition in good repair and in such a fashion as not to create fire hazard or visual pollution.

14. **SCREENING:** All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities including wood storage shall be screened from view from neighboring parcels.

15. **DUMPING:** No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No rubbish may be burned or buried on or near Eaglenest.

16. **DRILLING OR MINING:** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. There shall be no excavation on any of the parcels for gravel or cinders.

17. **MOBILE HOMES:** Mobile homes of any kind are not permitted in Eaglenest for residential purpose.

18. **RECREATIONAL/UTILITY VEHICLE STORAGE:** The storage of motorhomes, boats, trailers, utility trailers, recreational vehicles, etc. are permitted providing conformance with the following restrictions:

(1) Subject vehicles must be stored on the property and behind front of home.

(2) Vehicles should be stored on concrete pavement, or approved gravel or cinder parking strips and not on grassy areas where overgrowth causes unsightly conditions.

(3) Vehicles must be in good repair or screened from visibility from neighbors. (Old cars, race cars or any other trailers, motorhomes, boats, recreational vehicles, etc. which are being "restored", "repainted" or otherwise "worked-on" for extended periods of time, and/or which would be considered "unsightly" must not be visible from the street.)

19. **TEMPORARY RESIDENCE:** No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a building as his construction shack may be built or moved on for the duration of the construction period.

20. **SIGNS:** No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", or one used by a building to advertise that property during construction and sales period. No sign shall be larger than five (5) square feet, other than that furnished by the subdividers or their agents. One non-commercial sign will be permitted for each building site. Text shall be limited to the owner's name and/or the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding four (4) inches in height.

21. **UTILITIES:** No above-ground utilities, pipes, delivery poles, or wire shall be used to connect improvements with supplying facilities.

22. **OFFENSIVE ACTIVITY:** No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house other than building on Eaglenest shall not be considered an offensive activity.

23. **FIREARMS:** The shooting of firearms on the premises is prohibited.

24. **PETS:** No animals other than domestic pets shall be kept on any part of Eaglenest and domestic pets shall not be kept, bred or maintained for commercial purposes. Number of domestic pets shall not exceed 3.

25. **ENFORCEMENT:** These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Eaglenest and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

26. **TERM:** These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through, or under them until 2020, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of majority of the then owners of the parcels it is agreeable to change said covenants in whole or part.

27. **INVALIDATION:** Invalidation of any one of the foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

28. **BINDING:** The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Eaglenest and each of their legal representatives, heirs, successors or assigns and a failure, either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

29. **OMISSION OR CONFLICT:** When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the developer shall govern in determining which rules are the strictest.

30. These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in Eaglenest. For this purpose, the record owner of each parcel of the land described above shall be entitled to one vote.

Dated this 1st ^{DAY} of APRIL, 1998



William R. Wood, Owner

STATE OF OREGON,

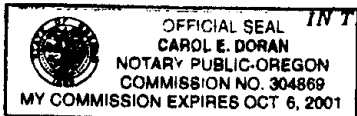
County of OREGON

} ss.

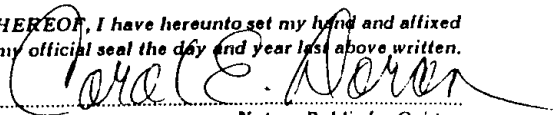
FORM No. 23—ACKNOWLEDGMENT,
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BE IT REMEMBERED, That on this 1ST day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named WILLIAM R. WOOD

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that HE..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public for Oregon

My commission expires 10-6-2001

Wm Wood

POB 8310

Black Butte Ranch
97759

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:

98 APR -2 PM 1:52

MARY SUE PENHOLLOW
COUNTY CLERK

BY:

Mary Sue Penhollow Deputy

NO.

98-13492

FEE ~~30.00~~ 50.00

DESCHUTES COUNTY OFFICIAL RECORDS