

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

EASTBROOK ESTATES

BERNHARDT CONSTRUCTION, INC., an Oregon corporation (Declarant), is the sole owner of real property described on Exhibit A. The property is platted as EASTBROOK ESTATES PHASE I, Deschutes County, Oregon. Eastbrook Estates and the property described in Exhibit A shall be subject to these Covenants, Conditions and Restrictions from the date of recording. Except where the Covenants, Conditions and Restrictions conflict with any applicable government regulations, these Covenants, Conditions and Restrictions shall be binding upon all owners of property described in Exhibit A and their successors in interest. In the event of any conflict of these Covenants, Conditions and Restrictions with more restrictive requirements or standards set forth in any applicable zoning ordinance of the City of Bend or Deschutes County, the more restrictive standard of requirement shall apply.

1. PROPERTY SUBJECT TO COVENANTS, CONDITIONS
AND RESTRICTIONS FOR EASTBROOK ESTATES

1.1 All of the real property described in Exhibit A and platted as Eastbrook Estates Subdivision in Deschutes County, Oregon is subject to this declaration. The Covenants, Conditions and Restrictions are established for the purpose of protecting the desirability and attractiveness of the real property. The Covenants, Conditions and Restrictions shall run with the land. The Covenants, Conditions and Restrictions shall be binding upon

1 - Covenants, Conditions and Restrictions

and inure to the benefit of Declarant and all owners and their successors.

2. ARCHITECTURAL STANDARDS

2.1. Architectural Approval.

2.1.1 No structure shall be erected, placed or altered on any lot until construction plans and specifications and a site plan of the structure has been approved by the Architectural Control Committee (Committee). The Committee shall review plans regarding (1) materials, (2) harmony of external design with existing structures, (3) location with respect to topography, finished grade elevation, proximity to street and adjoining houses, (4) the guidelines set out in these Conditions, Covenants, and Restrictions, (5) the guidelines set out in this declaration, and (6) any other criteria reasonably necessary to enforce these Conditions, Covenants, and Restrictions.

2.2. Architectural Guidelines. Architectural guidelines are established to protect and preserve the value of the property and the quality of life in the subdivision shall apply to all structures in the subdivision.

2.2.1 Residence Size. All residences shall be between 1,100 square feet and 1,600 square feet in size of living space, exclusive of garage.

2.2.2 Manufactured Homes, Campers, Mobile Homes, and Trailers. No manufactured homes, campers, mobiles homes, trailers or manufactured homes as described in ORS 446.003 (20)(a).

as amended from time to time may be used as a residence. Only designed and site built homes shall be permitted.

2.2.3 Roofs. Roofs shall have not less than a 4 in 12 pitch and be covered with composition shingles.

2.2.4 Exterior Walls and Trim. All exterior walls and trim shall be wood, (manufactured wood products such as fiberboard, T-1-11 masonite, etc., are acceptable). Color samples shall be submitted to the Committee with plans for approval. Paint or heavy body stain is acceptable.

2.2.5 Masonry. Exterior masonry shall be limited to local stone or brick.

2.2.6 Building Height. No building shall be erected over two stories in height measured from the natural contour of the ground.

2.2.7 Lighting. Exterior lighting shall be of a type and style to eliminate glare and annoyance to owners of lots in the subdivision.

2.2.8 Driveways. Driveways shall be concrete, concrete pavers or asphalt.

2.2.9 Single-Family Dwelling. Only single-family dwelling only shall be allowed.

2.2.10 Fences. Only fences constructed of wood or brick shall be permitted. No fences shall exceed six feet in height.

2.2.11 Antennas. Short wave radio antennas shall not be permitted. TV antennas are permitted. Satellite dishes are

permitted provided they are screened, located in the rear of the yard and as approved by the Committee.

2.2.12 Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

2.2.13 Water and Sewer Supply. Individual water supply system or sewage disposal system shall not be permitted on any lot.

2.2.14 Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view.

2.3. Uses Prohibited without the Consent of the Committee. Unless the Committee has consented in writing, all the following acts are prohibited in the subdivision:

2.3.1. Parking or storage place of trailers, truck campers, boats, boat trailers, snowmobiles, off-road vehicles or recreational vehicles. The above may be stored on site provided they are garaged or screened, preferably at the rear of the dwelling, from all roads and lots in the subdivision.

2.3.2. Burning trash, cuttings, or other items with the exception of barbecue fires.

2.3.3. Raising domestic animals of any kind. A reasonable number of household pets, not raised for commercial purposes and not a nuisance to other owners are allowed. All pets shall be kept under control at all times and not allowed to roam free.

2.3.4. Temporary structures, basement, tents, shacks, garages, barns, or other outbuilding shall not be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home, provided the shack is removed within 20 days of completion of the residence.

2.3.5. Raising swine, horses, cattle, poultry or goats.

2.3.6. Used materials on any structures. (Used brick is permissible.)

2.3.7. Commercial Activities. No commercial activity shall be conducted upon any lot.

2.3.8. Signs. No sign of any kind shall be displayed. An owner may display one (1) "for sale" sign per lot. Signs with owner's name are permitted provided they are 8 inches by 24 inches or smaller. All other signs are prohibited.

2.4 Architectural Control Committee.

2.4.1 Initial Committee. The initial Committee shall consist of:

✓ Thomas E. Bernhardt
2157 N.E. Kim Lane
Bend, OR 97701

Rosalee Bernhardt
2157 N.E. Kim Lane
Bend, OR 97701

Jared Bernhardt
2157 N.E. Kim Lane
Bend, OR 97701

2.4.2 In the event a member declines to serve on the Committee, the remaining member or members may appoint new members.

2.4.3 A committee member may be removed by a majority vote of the Committee.

5 - Covenants, Conditions and Restrictions

2.4.4 Upon the sale of 90% of the lots in the subdivision, the Committee shall be elected by a majority vote of the property owners in the subdivision. Upon election, members shall serve indefinitely until resignation or removal by the homeowners. In the event the owners fail to elect new members to the committee the previously appointed members may continue.

3. RESTRICTION ON USE

3.1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him or her, except as otherwise provided in the document.

3.2. Landscaping. The use of native flowers, herbs and bark, ground covers, grass, and trees is encouraged. All front yards shall be landscaped within six (6) months of the date upon which the exterior of a residence is completed.

3.3. Maintenance. 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. All lawns and landscaping shall be well maintained.

3.4. Firearms and Related Activity. No firearm, cross bow, bow and arrow, or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

4. GENERAL PROVISIONS

4.1. Term. These covenants shall run with the land and shall be binding on all land, parties and all persons for a period of ten (10) years from the date these covenants are recorded. After ten

(10) years the covenants shall be automatically extended for successive periods of five (5) years. However, at any time after ten (10) years an instrument signed by a majority of the then owners of the lots and recorded, may modify the covenants in whole or in part.

4.2. Enforcement.

4.2.1. The Committee, the Declarant or the owner of any lot in Eastbrook Estates may specifically enforce this declaration. Any breach of these Covenants, Conditions and Restrictions shall subject the breaching party to any known legal remedies including damages for the destruction, and removal of any improvement or condition that violates these Covenants, Conditions and Restrictions.

4.2.2 In the event any property within EASTBROOK ESTATES subdivision is not adequately cared for the Committee may notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums adequate to pay for the corrective measures.

4.2.3. The Committee may enforce the Covenants, Conditions and Restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

In addition to any remedies contained in this document, the Committee shall have all remedies available at law. All remedies shall be cumulative. Any sums expended pursuant to Paragraph 4.2.2 and any sums awarded by a court, together with all costs and attorney fees shall become a lien against the property if not paid within fifteen (15) days of billing. The Committee may record a notice of lien and if unpaid for fifteen (15) days may foreclose the lien in the manner provided by law.

4.3. Severability. Invalidation of any one 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.

4.4. Nonwaiver. Consent by the Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withholding approval as to any similar matter thereafter proposed or submitted to it for consent.

4.5. Liability. Neither the Committee nor any member shall be liable to any owner for any damage, loss, prejudice suffered or claimed on any account of any action or failure to act of the committee or any member thereof, provided that the members acted in accordance with actual knowledge possessed by them, and that they acted in good faith.

4.6. Licensed Contractors. The principal structure on each lot shall be constructed by a licensed building contractor.

4.7. Attorney's Fees. In the event action is instituted to enforce any term of this agreement, the prevailing party shall

256 - 0602

recover from the losing party reasonable attorney's fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

4.8. Amendments. Upon the subdivision being 90% built, a vote of 51% of the owners of the subdivision can adopt, amend or appeal any or all of the above Covenants, Conditions and Restrictions.

In witness whereof, the owner and developer of EASTBROOK ESTATES has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for EASTBROOK ESTATES this 6 day of FEB, 1992.

BERNHARDT CONSTRUCTION, INC.,
an Oregon corporation

By:

Thomas E. Bernhardt

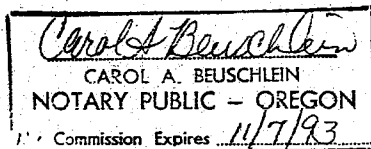
Thomas E. Bernhardt, President

STATE OF OREGON

County of Deschutes

)
) ss.
)

On this 6th day of Feb, 1992, personally appeared the above-named THOMAS E. BERNHARDT and acknowledged the foregoing instrument as President of BERNHARDT CONSTRUCTION, INC.



Notary Public for Oregon
My Commission Expires: _____

2 Covenants, Conditions and Restrictions

Francis & Martin
1199 N.W. Wall Street • Bend, Oregon 97701-1934
(503) 389-5010

256 - 0604

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 FEB -6 PM 3:48

MARY SUE PENHOLLOW
COUNTY CLERK

BY: B. B. Burk DEPUTY
NO. 92-03619 FEE 55
DESCHUTES COUNTY OFFICIAL RECORDS

✓ Thomas E. Bernhardt
2157 NE Kim Lane
Bend, OR 97701