

96-38106⁷

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGH POINTE, DESCHUTES COUNTY
STATE OF OREGON

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DECLARATION

THIS DECLARATION, made this 14th day of October, 1996 by Cypress Ventures, Inc., a registered Oregon Corporation, hereinafter referred to as DECLARANT:

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, which is more particularly described as follows:

HIGH POINTE, a duly recorded subdivision within Deschutes County, State of Oregon.

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions restrictions, reservation, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth.

NOW THEREFORE, Declarant hereby declares that all of the said property is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, reservations and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all limitations upon each owner thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership corporation.

Return to:
Tomascopi, Inc.
403 SW 8th
Redmond, OR 97756.

ARTICLE I

DEFINITIONS

- SECTION 1: "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of High Pointe with the exception of dedicated rights-of-way.
- SECTION 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract buyers, but excluding those having such interest merely as security for performance of any obligation.
- SECTION 3: "Declarant" shall mean and refer to Cypress Ventures, Inc., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.
- SECTION 4: "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be and the patios, porches, or steps annexed thereto.
- SECTION 5: "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the properties as executed by the Declarant on the 14th Day of October, 1996.

ARTICLE II

RESTRICTIONS

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of and limitations upon all present and future owners and authorized users of said property.

- (1) No lot shall be used except for residential purposes. No shop or store for business purposes shall be allowed on the property. No structure of a temporary character, including trailer, tent, shed, basement, garage or other outbuilding shall be used for residential purposes on any lot, either temporarily or permanently.
- (2) The residence square footage, excluding garage, shall contain a minimum of 1300 square feet. A two-story dwelling must contain at least 1300 square feet, excluding garage. No single car garages shall be allowed.
- (3) All driveways to be paved or concrete, and there shall be no excavation on any of the parcels for gravel or cinders.
- (4) The residences shall not exceed two stories in height, excluding subsurface basements. The roof shall be constructed of architectural composition shingles, earth tone concrete or tile. The roof pitch shall be no flatter than 5 and 12.
- (5) Exterior walls and trim shall be of standard wood product or wood by-product. No T-111 or plywood is allowed. Color samples will be submitted with plans for approval.
- (6) Each lot shall, at times, be provided with a paved off street parking space not less than twenty (20) feet in length from the front line to the garage entrance.
- (7) Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.
- (8) No signs shall be permitted except those permitted by the City of Bend for residential area.
- (9) All buildings constructed must be completed within six months from the date construction is commenced, excluding inside finish work.

- (10) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within High Pointe for more than five (5) days. Parking of trucks larger than 1 ton shall not be allowed in any lot. Outdoor storage of garbage, trash, agricultural machinery, lawn mowers, building materials, toys, furniture, appliances, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted in the front yard or within direct view from any street. Covering with tarp or in a garbage can is not considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary containers.
- (11) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within High Pointe on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, streets shall be left in a clean condition on Saturdays and Sundays. The intent of this provision is to maintain the appearance of High Pointe for potential house buyers on Saturdays and Sundays.
- (12) No farm animals are permitted within High Pointe, including chickens, geese, goats, sheep, cows, pigs or horses.
- (13) No exposed television or other antennas shall be installed or located upon said properties, except satellite dishes no greater than 18" in diameter.
- (14) All front yards shall be landscaped within sixty days after the date of completion of the residence, including city ordinance requirements for street trees.
- (15) Any fences shall be not more than 6' high and constructed with vertical cedar wood material, natural or stained.
- (16) All house construction plans are subject to review of Declarant to ensure compliance with the restrictions herein and to maintain an acceptable standard of design quality.

ARTICLE III

GENERAL PROVISIONS

- SECTION 1: ENFORCEMENT. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event, be deemed a waiver of the right to do so thereafter.
- SECTION 2: SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.
- SECTION 3: AMENDMENT. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of an be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of two (2) years from the date of this Declaration's recording in the Deed of Records of Deschutes County, after which time said successive periods of five (5) years. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less then seventy-five percent (75%) of the lot owners. Any instruments affecting a revocation or any amendment of this Declaration must be properly recorded in the Deed of Records of Deschutes County, Oregon.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand and seal this 8th day of October, 1996.

CYPRESS VENTURES, INC.

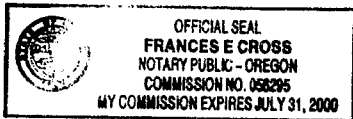
By: *Michael S. Morse*
Michael S. Morse
President

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
HIGHPOINTE ACKNOWLEDGEMENT:

STATE OF OREGON)
County of Clatsop)

On this 8th day of October, 1996 personally appeared before me, Michael S. Morse, who being duly sworn, states he is President of Cypress Ventures, Inc., the above named Corporation and that the foregoing instrument was signed and sealed on behalf of said Corporation and he acknowledged said instrument to be the voluntary act and deed of said Corporation. Personally know to me to be the person (s) whose name (s) is (are) subscribed to this instrument, and acknowledged that he executed the same.

BEFORE ME:



Frances E. Cross
Notary Public for Oregon
My Commission Expires: 7/31/2000

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STATE OF OREGON) SS.
COUNTY OF DESCHUTES)

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:

96 OCT 14 PM 4:01

MARY SUE PENHOLLOW
COUNTY CLERK

BY: *T. Moore* DEPUTY
NO. 96-381067 FEE 30.00
DESCHUTES COUNTY OFFICIAL RECORDS