

DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2005-67395



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# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



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DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE  
PLAT OF Jonah's Landing

THIS DECLARATION, made on the date hereinafter set forth by Butler Market "2", LLC, and Westbrook Homes NW, Inc. hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner and developer of certain real property located in Deschutes County, Oregon, which is the recorded subdivision commonly known as "Jonah's Landing". Jonah's Landing consists of 25 residential lots. A plat map of the subdivision is attached hereto as Exhibit A.

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NOW THEREFORE, Declarant hereby declares that all properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of this real property and the surrounding properties and which shall run with the real property and be binding on all parties having any right, title, or interest in the desired property, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

Such reservations shall be binding and effective for a period of 25 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of the lots within Such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part.

EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in the event, any modification desired may be made by affirmative vote of the instant owners of 80% of lots within this subdivision and evidenced by suitable instruments filed for public record; or if such event occurs such modification or waiver of nonconformity may be evidenced by special permission in writing by the primary developers, or their successors as developers without such vote of other owners, PROVIDED, however, that such modification or waiver shall not affect Section 1 following.

SECTION 1. LAND USE AND BUILDING TYPE:

No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than one detached single-family dwelling with a private garage for not less than two (2) cars. Roofing on all structures shall be 25 year or better. Roofing materials on all structures shall be shingles, composition or better. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool or a shelter for the protection of such swimming pool or for the storage of a boat and or any recreational vehicle kept for personal use, or a small building for storage purposes, provided the location of such structures are behind the line of residence, not visible from the street or are kept behind a sight obscuring fence. All such structures shall be in conformity with all applicable municipal regulations.

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→ Terri Ausbrooks

## SECTION 2. ELEVATIONAL TREATMENT:

The following basic rules of good design are suggested:

- A. Materials such as wood, brick stone, or Hardi-Plank type material must be used whenever possible on front elevations.
- B. Where a chimney forms a prominent feature of the front of the house, it must be constructed in brickwork, stone or siding material (prominent meaning on the front of the house, or within the front half of the side elevation).
- C. Paneled or grid windows are to be used on front elevations.
- D. TI-II siding is not allowed on the front of the house.

## SECTION 3. DWELLING SIZE:

**ONE--STORY DWELLING** - The main floor area of the dwelling structure exclusive of basements, porches, decks and attached garages, shall not be less than 1300 square feet.

**SPLIT -LEVEL AND TWO-STORY DWELLINGS** - Shall contain a minimum floor area of 1400 square feet, with all levels exclusive of garage area within the dwelling unit included in computation of footage for such split level dwellings. For the purpose of interpretation of this section, those dwellings with daylight basements shall be classified as single-story or two-story, based on the front yard elevation, with the daylight basement area excluded from computation of footage.

## SECTION 4. BUILDING LIMITS AND LOCATION:

No building shall be located on any lot with respect to setbacks from the front, side and rear lot lines, except in conformity with the City of Bend regulations and requirements.

## SECTION 5. COMPLETION:

Construction of the residential structure, excluding exterior decoration, must be completed within nine (9) months from the date of start of construction.

## SECTION 6. LOT MAINTENANCE DURING CONSTRUCTION:

All lots must be kept neat and orderly during construction. Erosion control measures conforming to the City of Bend's regulations shall be maintained during construction. All lots will be kept mowed and free of debris. The responsibility will be the respective lot owners.

## SECTION 7. LANDSCAPING REQUIREMENTS:

All front yards and landscaping must be fully improved with landscaping completed within 120 days of completion of the residential structure. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

## SECTION 8. FENCES AND HEDGES:

Fences shall not detract from the building site or the area in general and in no case shall the height of the fence exceed six (6) feet. Fences, hedges or boundary walls in front yards shall not be permitted other than minor landscaping structures. Dog runs are acceptable in the subdivision as long as they are behind the line of residence, are not visible from the street or are behind a sight-obscuring fence.

For the purpose of identifying the boundary between lots 1-12 and the canal property, a boundary fence will be constructed along the rear yard property line between the lots and the canal property. This boundary fence will be constructed on each lot prior to the occupancy of the individual lots (1-12).

#### SECTION 9. EASEMENTS:

Easements for the installation of utilities and drainage facilities are herewith reserved as shown on the official plat recorded for Jonah's Landing. The area included in said easements shall be maintained in an attractive and well-kept condition as the remainder of the lot.

#### SECTION 10. NOXIOUS USE OF PROPERTY:

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings will be kept free of debris and maintained in a neat and sightly fashion at all times. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles, underbrush or other unsightly growths or objects shall be thrown, dumped or allowed to accumulate on any lot or building site or public street.

No parking or dismantling of inoperable vehicles shall be permitted on any lot or to remain in said public street areas. The streets in front of the lots shall not be used for overnight parking of any vehicle (trucks, boats, camper, trailer or any vehicle known as "recreational vehicle") unless said vehicle shall be stored upon a lot in a garage or behind the line of residence, behind a sight obscuring fence, to minimize the visibility of said vehicle.

No trade, craft, business, profession, home occupation, commercial or manufacturing enterprises or business or commercial activity of any kind, including daycare schools, elder care, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site. Nor shall any goods, equipment, vehicles (including buses, boats, campers, trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired on any residential lot or building site on any street within the existing property. No activity shall be allowed on any residential lot or building site which may be or become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers set forth in these covenants. The use of homes as builder's models and on-site sales offices for the primary purpose of obtaining sales within the subdivision shall be exempt from the above restrictions.

#### SECTION 11. TEMPORARY STRUCTURES:

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time as a residence, either temporarily or permanently except as used by the developers or a builder during the sales and construction period.

#### SECTION 12. SIGNS:

No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except on professional signs not larger than 18 x 24 inches, advertising the property for sale. Signs used by the developers or a builder to advertise the property during the initial sales and

construction period are exempt from this section. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the residence or the owner thereof.

**SECTION 13. CLOTHES LINES:**

No exterior clothes lines shall be allowed that can be seen from any street.

**SECTION 14. MAILBOXES:**

Mailboxes are to be maintained by the U.S. Postal authorities, and will be located in those areas designated by the U.S. Postal Department.

**SECTION 15. GARBAGE AND DISPOSAL:**

No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection for removal. All equipment shall be kept in a clean and sanitary condition and screened from view from the streets except on the day of pick-up.

**SECTION 16. BUILDERS:**

No dwelling on a lot shall be constructed except by a builder licensed as a general building contractor by the State of Oregon, who performs his services under the general contractor's bond as required by the State. No unlicensed or unhande person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded builder requirement that the owner is doing work or is responsible for the construction of the dwelling.

**SECTION 17. ANTENNA AND DISHES:**

There shall be no exposed radio or television transmission or receiving antennas erected, placed or maintained on any exterior of structure or land in the subdivision. No exposed satellite dishes larger than 2 feet in diameter are allowed on the exterior of any structure. No exposed dish shall be placed on the front elevation of structure or within the front half of the side elevation or yard.

**SECTION 18. UTILITIES:**

Any dwelling constructed on any lot within said plat shall take electric service, telephone and television cable through underground service wires provided to each lot at the time of subdivision lot improvement.

**SECTION 19. EXISTING STRUCTURES:**

No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

**SECTION 20. ANIMALS:**

No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that not more than two (2) dogs, two (2) cats, or other common household pets may be kept, provided that they are not kept, bred, maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

SECTION 21. ENFORCEMENT:

The failure on any part of said parties affected by these restrictions, at any time to enforce any provisions hereof, shall in no event be deemed a waiver thereof or of existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants, and restrictions by judgment or court order affect any of the other provisions hereof; which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants, and restrictions or to restrain the violations of any thereof after demand compliance therewith of the cessation for such demand, then in either of said events and whether such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to Statutory costs and disbursements.

LEGAL DESCRIPTION: Lots 1-25. Jonah's Landing Subdivision

The undersigned owner of all lots of Jonah's Landing establish the above Covenants, Conditions and Restrictions of said Subdivision. Plat recorded in Book 2005, Page     Auditor's File No.

↓  
33153

DECLARANT:

Westbrook Homes NW, Inc., an Oregon Corporation

BY: Richard A. Lowell, President

*R. A. Lowell*

*D. W. Sturdevant*

Butler Market "2", LLC, David W. Sturdevant, Manager

Title \_\_\_\_\_

10/3/05  
Date

State of Oregon  
County of Deschutes

On this 3<sup>rd</sup> day of October, 2005, before me Terri Ausbrooks, the undersigned, a Notary Public in and for said State, personally appeared Richard A. Lowell, President of Westbrook Homes NW, Inc., an Oregon Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

WITNESS My hand and official seal.



Notary Public for Oregon  
My Commission expires: 6-19-08



State of Oregon  
County of Deschutes

On this 3<sup>rd</sup> day of October, 2005, before me Terri Ausbrooks, the undersigned, a Notary Public in and for said State, personally appeared David W. Sturdevant, Manager of Butler Market "2", LLC a Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in such capacity.

WITNESS My hand and official seal.



A handwritten signature in cursive script, appearing to read "Terri Ausbrooks", written over a horizontal line.

Notary Public for Oregon  
My Commission expires: 6-19-08