

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

LARKWOOD ESTATES

LOTS

DESCHUTES COUNTY, OREGON

LARKWOOD ESTATES hereby declare that all of the property known as Larkwood Estates is and shall be held and conveyed upon and subject to the covenants, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Larkwood Estates.

Definitions.

(a) "Declarant" shall include the owners, Jeri Stoll and Manuel Stoll.

Section 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 except that of an artist, craftsman or hobbyist provided he does not advertise or offer for sale to the public his products upon the property of Larkwood Estates. This exception is made because the natural setting of Larkwood Estates is conducive to the creativity of artists.

Section 2. Specifications. Not more than one detached single-family dwelling not to exceed two stories in height, not more than one three car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylight, 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 1100 square feet excluding the garage.

Section 3. Set Backs. Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body.

Section 4. Trees. All trees will be left standing, with the exception of those needing removal for the purpose of home construction.

Section 5. Painting. All buildings constructed on any portion of Larkwood Estates, excepting the portions of the whole thereof constructed of brick or stone, shall be painted or process painted both as to exterior and interior within five (5) months of the date of construction of the building is started and shall be periodically painted thereafter.

Section 6. Design Control. The developers of Larkwood Estates to ensure that buildings constructed at Larkwood Estates will be consistent with the overall plan and design motif for Larkwood Estates will require purchasers of lots within Larkwood Estates not to construct or alter any improvement on their site until:

(a) The Owners have submitted to the developers, two complete sets of plans and specifications therefore in form satisfactory to the developers, showing insofar as the appropriate (i) the size and dimensions of the improvement, (ii) the exterior design, (iii) the exterior color scheme, (iv) all roofs to be wood shake or wood shingle unless developer gives written permission otherwise, (v) the exact location of the improvement on the homesite, (vi) the location of driveways and parking areas, (vii) the scheme for drainage and grading, and (viii) the landscaping arrangements; and

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

6.1 Approval of said plans and specifications may be withheld, not only because of their 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 of its reasonable judgement of the developers would render the proposed improvement inharmonious or out of keeping with Larkwood Estates' objectives or the improvements erected on other homesites.

6.2 If within 20 days after their submission, the purchaser has not been notified in writing as to the acceptance or nonacceptance of the plans and specifications, then they shall be deemed to have been approved by the developer.

Section 7. Lot Division. No lot shall be divided without the written consent of the Declarant or its heirs and assigns.

Section 8. Sewage. All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or health authority having jurisdiction.

Section 9. 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 a fire hazard or visual pollution.

Section 10. Screening. All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring parcels.

Section 11. 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 Pinebrook.

Section 12. 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.

Section 13. Mobile Homes. Mobile homes of any kind are not permitted on Larkwood Estates for residential purpose.

Section 14. 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 builder as his construction shack may be built or moved on for the duration of the construction period.

Section 15. Fences. No fence, wall or hedge in excess of forty-eight (48) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street, and no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and one-half (2½) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot.

Section 16. 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 builder to advertise that property during the 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 4" in height.

Section 17. Public Utility Easement. The Declarant reserves the right to change, extend or close any streets or roads in Larkwood Estates or depicted on the plat of said Addition, and to cut new streets or roads; provided such changes shall not interfere with the ingress or egress to the property or any owner.

17.1 Easements and rights of way are hereby specifically reserved to the Declarant, their respective successors and assigns, for

the erection, construction, operation and maintenance of roads, poles, trenches, wires and conduits for the transmission of electricity, heat, power, telephones, sewers, drains, water systems, and for any other reasonable purpose, and any other method of conducting and performing any public or quasi-public utility service or function.

17.2 Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow, and service. The owner or owners of lots upon which said easements are located shall have the right to use at their own risk, the portions of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.

Section 18. 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 Larkwood Estates shall not be considered an offensive activity.

Section 19. Firearms. The shooting of firearms on the premises is prohibited.

Section 20. Pets. No animals other than domestic pets shall be kept on any part of Larkwood Estates and domestic pets shall not be kept, bred, or maintained for commercial purpose.

Section 21. Enforcement. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Larkwood Estates 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.

Section 22. 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 1994, at which time said covenants shall be automatically 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.

Section 23. Invalidation. Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgement, or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

Section 24. Binding. The foregoing conditions and restrictions shall bind and insure to the benefit of each of the owners or occupants of any portion of Larkwood Estates 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.

Section 25. Omission or Conflict. When these covenants do not cover a situation, the rules and regulations of the City of Bend 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.

Section 26. Applicability to Declarant. Covenants 6,7,9,10,11, 12,13,14,15, and 16 shall not be applicable to the Declarant during the construction and sales period. The Declarant shall have the right to assign one or all of their rights under this covenant to another builder or developer, provided that the Declarant develops the tract in accordance with the plan as platted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 17 day of June, 1977.



LARKWOOD ESTATES

BY: Jeri Stoll by Selva Shellen, Attorney in fact
Jeri Stoll
BY: Manuel Stoll by Selva Shellen, Attorney in fact
Manuel Stoll

Subscribed and sworn to before me

this 17th day of June, 1977

Jeanne Allen
Notary Signature

My Commission Expires: 6-7-81

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Notary Public in and for the
State of Oregon
County of Deschutes

STATE OF OREGON

County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 8 day of July A.D. 1977 at 2:16 o'clock P.M. and recorded in Book 253 on Page 621 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By: Selva Shellen Deputy