

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
for

PARKRIDGE ESTATES, PHASE III
CITY OF BEND, DESCHUTES COUNTY, OREGON

299 - 0657

93-15897

The purpose of these Covenants, Conditions, and Restrictions (hereafter referred to as "CC&R's") is to provide for the maintenance of desirable, attractive, and healthful living conditions for the development of single-family residences in ParkRidge Estates, Phase III.

JAMES J. MARCONI, hereafter called Developer, adopt these "CC&R's" to insure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of lots and residences. These "CC&R's" shall run with the land and shall burden each lot in the subdivision under the following conditions:

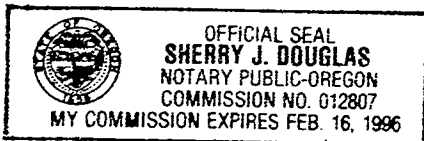
- 1) Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted on or from the property.
- 2) Each lot is not to exceed one detached singly-family dwelling. The dwelling shall not exceed two stories in height. Each residence shall have a minimum of a two-car garage, but shall not exceed a three-car garage, unless special approval is given by the Design Review Committee. Basements, including daylights, split-level and split-entry types shall not be a factor in determining the number of stories allowed in each dwelling. Each residential dwelling shall have a minimum of 1,400 square feet, excluding the garage.
- 3) Each home constructed on each lot shall be located in such a way so as to keep as compatible as possible with the natural features of the parcel, such as terrain, trees, rock outcroppings, and all other natural features of the land, and also to be compatible with all other neighboring houses.
- 4) All exterior siding materials shall be composed of real wood or brick. No plywood or cladwood is allowed on any side of any house except Louisiana Pacific Inner Seal Lap Siding (not to exceed eight inch Lap).
- 5) All roofs must be composed of Arc 80 30-year roofing, cedar shakes, or masonite shakes. Tile roofs are permissible when approved by the Design Review Committee.
- 6) All trees shall be left standing, except those absolutely necessary for the construction of the dwelling and garage. The design shall conform to all efforts to situate the house so as to leave as many trees as possible standing.

* Recall & return to Helen Hillbrusch ✓
Professional Realty Group
1245 S. Hwy 97 Suite A1
Bend OR. 97702 382-5657

- 7) Exterior paint colors shall be compatible with the surrounding area and all colors are subject to approval by the Design Review Committee.
- 8) All construction of dwellings and garages must be completed within 9 months from the date construction begins.
- 9) All lots shall be landscaped in the front yards within six months after the exterior of the dwelling is completed with no less than forty percent (40%) of the front yard to be in grass. Gravel and cinder is not acceptable for landscaping materials except as used for walking paths, and these must be approved by the Design Review Committee. Natural landscaping is permissible when approved by the Design Review Committee so long as weeds are not prevalent.
- 10) All driveways shall be concrete or blacktop.
- 11) Set backs shall conform to Bend City ordinances, except when variances are obtained by the City of Bend.
- 12) The developers will require purchasers of lots not to construct or alter any improvement of their site until:
 - a) The owners have submitted two complete sets of plans and specifications to the developers showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.
 - b) Architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck including the exterior material types, colors, and appearance. The scale of plans shall be one inch equals twenty feet or larger.
 - c) A landscape plan showing the nature, type, size, location, and layout of all landscaping, vegetation, ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted and installed that is visible to the street.
 - d) Such plans and specifications that are submitted to developers must be approved in writing by developers within a thirty day review period. In the event that the plans do not conform to the developers' concept, the owner shall resubmit those non-conforming portions of the plans for review.

- 13) Each lot shall be maintained in a cleanly and attractive manner and in good repair so as not to create an eyesore or a fire hazard.
- 14) No lot shall be permitted as a dumping ground for trash or garbage, and all waste shall be kept in sanitary containers only. Rubbish shall not be burned or buried on any lot or near any lot.
- 15) All garbage and garbage containers, trash, cuttings, wood storage, and clotheslines shall be screened from view from neighboring lots.
- 16) No mobile home, manufactured home, pre-fabricated home, or modular home shall be permitted on any lot.
- 17) No oil drilling, oil development operation, oil refining, or mining operations of any kind shall be permitted on any lot. Oil wells, tanks, tunnels, mineral excavations or shafts shall not be permitted. Derricks or other structures used for boring for oil or natural gas shall not be permitted on any lot. No excavation for gravel or cinders is permitted on any lot.
- 18) Recreational and/or utility vehicles such as motor homes, trailers, boats, race cars, antique or classic cars, etc., are permitted only when stored in the back or side yard, or in a garage and off the street and not in the front yard, and only when not obstructing the view from any neighbor, and also to be screened from any other lot and the street. Vehicles are to be stored on concrete, pavement or approved gravel or cinder, and are not to be stored on grassy areas where unsightly overgrowth may be prevalent.
- 19) No trailer, tent, shack, or other building shall be allowed to be placed or constructed on any lot that is used as a temporary or permanent residence. A small structure or trailer will be allowed for use by a builder as his or her construction office, however, but only for the duration of the construction dwelling.
- 20) No commercial sign may be displayed to the public view from any parcel except for a "For Sale" sign, "For Rent" sign, or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than five square feet, except that which is furnished by the subdividers or their agents. One non-commercial sign will be permitted for each building site. The letters on the sign shall be no larger than four inches in height.
- 21) The shooting of firearms on any lot in ParkRidge Estates is prohibited.

- 22) Domestic pets only are permitted and no animals may be kept, bred, or maintained for commercial purposes on any lot.
- 23) No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction other than building on ParkRidge Estates Phase I shall not be deemed an offensive activity.
- 24) These restrictions shall be deemed to be for the protection and benefit of all owners of lots and homes in ParkRidge Estates Phase I, 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.
- 25) These restrictions shall run with the land and shall be binding on the owner or tenant on any or all said land and all persons claiming by, through, or under them until the year 2015 and shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the lots it is agreeable to change said covenants in whole or part.
- 26) These "CC&R's", or any provision thereof, or contained herein, may be terminated, extended, modified, amended, as to the whole of said property or any part thereof with a written consent of the owners of fifty one percent (51%) of the lots subject to these restrictions, and shall not give any third party any right or cause of action on account of the terms of these "CC&R's", and provided that no amendment shall enlarge the powers and responsibilities of the developers. Any amendment, deletion, or repeal of any or all of these "CC&R's" shall not become effective until recorded in the Official Records of Deschutes County, Oregon.
- 27) The foregoing "CC&R's" shall bind and inure to the benefit of each of the owners or occupants of any portion of ParkRidge Estates Phase I 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.



James J. Marconi
 JAMES J. MARCONI
 DEVELOPER
 PARKRIDGE ESTATES
 4/15/93

*Prepared before me
 Sherry J. Douglas
 2-16-96*

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:

93 MAY 18 PM 2:13

MARY SUE PENHOLLOW
COUNTY CLERK

BY: J. Waller DEPUTY

NO. 93-15897 FEE 25.00

DESCHUTES COUNTY OFFICIAL RECORDS