

5351

W. 100-200

WILLIAM C. JAMES and BONA E. JAMES who known as BONA E. JAMES,  
husband and wife

hereinafter called grantor, owners to  
RAY WEST PROPERTIES, a limited partnership

hereinafter called grantees

and the following described real property situated in Beaufort  
County, State of Oregon, to-wit:

Tract 3 containing 15.5 acres  
All of Tract 4 excepting that portion previously conveyed,  
containing 37.4 acres  
Tract 5 containing 40 acres  
Tract 11 excepting that portion previously conveyed,  
containing 28 acres  
Tract 12 containing 20.02 acres  
Tract 15 containing 31.2 acres  
all in RAY WEST PROPERTIES - - - -

and warrants that grantor is the owner of the above described  
property free of all encumbrances except subject to:

Easements, rights of ways and restrictions of record; and

Restriction that the dry well method of disposal of sewage  
is prohibited

and will warrant and defend the same against all persons who may  
lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$24,460.00.

Dated this 21st day of June, 1972.

*William C. James*  
*Bona E. James*

County of YAMHILL, County of Beaufort, Oregon.

Personally appeared the above named William C. James and Bona E. James  
also known as Bona E. James, husband and wife and acknowledged the  
 foregoing instrument to be their voluntary act.

*William C. James*  
*Bona E. James*



Notary Public  
William C. James  
Oregon

5651

STATE OF OREGON  
County of Deschutes

I, ROSEMARY PASTERNAK, County Clerk,  
do hereby certify that the within and foregoing  
is a true and correct copy of the original  
as the same appears from the records of the  
County of Deschutes, Oregon.

Attest:  
ROSEMARY PASTERNAK  
County Clerk

By R. Pasternek Deputy



08308297200400508740050064

D-CCR Cnt=1 Str=3 PAM  
\$30.00 \$11.00 \$10.00 \$5.00

10/11/2004 03:03:06 PM

6/6  
After recording, return to:

Dimeo-Eckenrodt, LLC  
P.O. Box 5218  
Beaverton, OR 97006

**DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS  
FOR  
PINE RIDGE SUBDIVISION  
BEND, OREGON**

THIS DECLARATION is made on the date hereinafter set forth by the undersigned.

WHEREAS, the undersigned is the owner of certain real property in the City of Bend, State of Oregon, hereinafter referred to as "SAID PROPERTY" more particularly described as follows:

PINE RIDGE SUBDIVISION, as platted in Book no. G, Page no. 441-443 located in Township 18 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon: Section 7: beginning at a point which is North 0 degrees 20'40" West, 1307.94 feet along the North-South centerline from the South ¼ corner of said Section 7; thence North 0 degrees 20'40" West, 340.70 feet along said North-South centerline; thence North 89 degrees 53'23" East, 662.56 feet; thence South 0 degrees 07' East, 340.70 feet; thence 89 degrees 53' West, 661.17 feet to said North-South centerline and the Point of the Beginning.

NOW, THEREFORE, the undersigned hereby declare that all of the said property is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These conditions, covenants, restrictions, reservations and easements constitute covenants to run with the land and shall be binding upon all present and future owners of said property of any interest therein:

**DEFINITIONS**

The following words when used in the declaration shall have the following meanings:

"SAID PROPERTY" shall mean and refer to certain real property hereinafter described.

"LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property under one ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.

"OWNER" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

"BUILDING SITE" shall mean and refer to a lot, or to any parcel of said property under one ownership, which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.

"DWELLING" shall mean and refer to a house intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.

"SET BACK" shall mean the minimum distance between the dwelling or other structure referred to and a given street or road or lot line.

"DECLARANT" shall mean and refer to the owners, Dimeo-Eckenrodt, LLC and its successors and assigns.

"DEVELOPER" shall mean and refer to the developers Dimeo-Eckenrodt, LLC and its successors and assigns.

#### **USE OF LAND**

No building or structure and associated residential outbuildings shall be created, constructed, maintained or permitted other than a single, detached dwelling.

#### **BUILDING COMPLETION**

All buildings shall be completed and painted within eight (8) months from the time construction thereof is commenced.

#### **ARCHITECTURAL CONTROL**

No building, including incidental outbuilding, structure, improvement, obstruction, ornament, fence, wall, hedge, or landscaping shall be erected, placed or altered on said property until the construction plan, specifications and plans showing location of structure have been approved by the Developer, to quality of workmanship and material, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) the size and dimensions of the improvements, (2) the exterior design, (3) approximate exterior color scheme, and (4) location of improvement on the lot including driveway and parking plans. The Developer's approval or disapproval of submitted plans and specifications, as required in these covenants, shall be in writing.

These plans and specifications shall be left with the Developer until 30 days after notice of completion has been received by the Developer. The Developer shall have the right to inspect any such work to determine its conformity with the approved plans and drawings and reserves the right to order a stop to all work, if, in good faith, Developer believes that any such work is non-conforming. In the event that it is determined in good faith by Developer that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Developer or officer, director, employee, agent or servant of Developer shall not be responsible for any

damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if is ultimately determined that such work was in conformity with the approved plans and drawings.

Developer, or their successors, assume no responsibility by virtue of approving any plans for the improvement, construction, or alteration of any structure hereunder.

It shall be the duty of the owner or occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb, including public sidewalks within said area.

### **DWELLING CONSTRUCTION**

No dwelling may be erected on any of the said dwelling lots unless it contains a minimum of 1,650 sq. ft. of heated living area for single level and 1,800 sq. ft. for a multi-level, exclusive of open porches, garages, garden houses and other appurtenances.

Prior to their application, exterior colors must be approved by the Developer. This applies to paint, stain and pre-finished exterior coverings, including but not limited to, roof, siding, trim and brick. Windows shall be of wood, white metal or vinyl frame construction. All dwellings shall have attached double or triple car garages. All flashing must be painted. All roofing material to be layered architectural grade asphalt composition with a minimum rating of 25 years. Any visible heating or cooling device must be installed in an aesthetically pleasing location and manner, and is subject to review by the Developer. More specifically, all solar heating panels must have prior written approval. All exterior walls shall be constructed with siding such as cedar, redwood, or other material approved by the Developer. T-111 plywood or other pressed wood sheet siding shall be permitted when used with batts and other decorative material.

Window coverings, other than commercially produced curtain, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.

### **HEDGES, FENCES AND WALLS**

Fences, if any, shall not exceed 72 inches in height and shall be subject to approval of the Developer.

No hedge, fence, hedge wall, boundary wall, retaining wall, or similar structure shall be erected or maintained between any front setback line of any building site and any street line serving as a boundary line for such building site, unless approval of the Developer as to material, form, size and color is first obtained.

### **LANDSCAPING**

All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. After planting, street trees and the parking strip landscaping must be maintained by the homeowner whose property is contiguous. If street trees and landscaping die, for any reason, they must be replaced by the individual lot owners with similar vegetation.

### **SIDEWALKS**

Purchasers of building site shall install, at their cost, public sidewalks according to the City of Bend grade and specifications prior to final occupancy of the dwelling constructed on said building site.

### DRIVEWAYS

Purchasers of building sites shall install, at their cost, concrete driveways from the edge of the finished surface of the city street to the property line and the concrete to connect with the paved surface of the floor of the garage.

### EASEMENTS

Easements as shown on the subdivision plat shall be preserved by respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.

### PROPERTY RESTRICTIONS

1. No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy.
2. No sign of any kind shall be displayed to public view on any building site, building, or dwelling on said property unless written approval is first obtained from the Developer. In any event, sign use may not exceed one professional sign of not more than five square feet advertising the property during the construction and sales period. If a property is sold or rented, a sign relating thereto shall be removed immediately, except that the Developer or its agent may post a "Sold" sign for a reasonable period following a sale.
3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose or do not become a nuisance.
4. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from public view.
5. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any part of said property.
7. No boats, trailers, motorcycles, trucks (except pickups), campers or truck-campers and like equipment, or junk cars or other unsightly vehicles, shall be allowed on any part of said property nor on public ways adjacent thereto, excepting only within the confines of any enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area.

8. No owner or owners of any lot within PINE RIDGE SUBDIVISION shall be permitted to rent their unit to any person or persons for transient occupancy, which shall be for a period of 30 days or less. A rental shall be defined as the use or possession or the right to use or possess for lodging or sleeping purpose any lot in PINE RIDGE SUBDIVISION and rent shall mean the consideration charged whether or not received by the owner, for the occupancy of the unit any money, goods, labor, credits, property or other consideration valued in many without any deduction. Transient use shall not include a rental of any unit for a period in excess of 30 consecutive calendar days.

9. No exterior antennae or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clotheslines and other service equipment shall be screened so as not to be viewed from any street.

#### **LIMITATION LIABILITY**

Neither Developer, nor any principal thereof, shall be liable to any owner on account of any action to act by them performing their duties or right hereunder, provided that Developer has in accordance with actual knowledge processed by it, acted in good faith.

#### **DURATION**

These conditions, covenants, restrictions, reservations and easements shall be binding upon all parties hereto and all persons claiming under them for a period of ten (10) years from the date that they are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or part, and execute and record a written instrument of that effect.

#### **GENERAL PROVISIONS of the CC & R's**

These CC & R's shall run with and burden each of the subdivision lots to the benefit of any party who holds any right, title, or interest in any lot.

Any modification, repeal, or amendment to these CC & R's may be executed and recorded only by the Developer as long as the Developer holds title to any lot in the subdivision, or is still in the process of exercising architectural control. Consent of other owners is not required. Other modification, repeal, or amendments may be only after Developer has fulfilled its architectural responsibilities, and no longer holds legal title to any lot, and only if 75% or more of the owners sign and record a written instrument.

These CC & R's shall expire when Developer no longer has legal title to any lot, and has fulfilled its responsibility of plan reviews. After that time, neither Developer nor anyone else shall have the right to architectural review.

#### **RIGHT TO ENFORCE**

The CC & R's are enforceable by any lot owner in the subdivision. If legal proceedings of any type are begun so as to enforce the CC & R's, or to seek damages for any CC & R violation, the prevailing party shall recover reasonable attorney fees as determined by the trial or appellate courts.

Enforcement shall be by proceeding of law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violations or to recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

David Dimeo  
David Dimeo, Member of Dimeo-Eckenrodt LLC

9-30-04  
Date

C. E. Eckenrodt  
Craig Eckenrodt, Member of Dimeo-Eckenrodt LLC

9.30-04  
Date

ACKNOWLEDGMENT

State of Oregon                    )  
  ) SS  
County of Washington)

This instrument was acknowledged before me on September 30, 2004  
By David Dimeo as member of the Dimeo-Eckenrodt, LLC, and Craig Eckenrodt as member of the Dimeo-Eckenrodt, LLC.

Candice Johnson  
Notary Signature

My commission expires: 7-10-05

