

93-31294

311 - 1693

**COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR**

GARY BELL
P.O. BOX 82
BEND, OR. 97709

PLEASANT RIDGE

Deschutes County, Oregon

This Declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "said property," more particularly described as "Pleasant Ridge" a subdivision in Deschutes County Oregon. The legal description of which is attached hereto as exhibit "A".

WHEREAS, Declarant desires to subject said property to protective covenants, conditions and restrictions for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto:

NOW, THEREFORE, Declarant hereby declares that all of said property is and shall be held and conveyed upon and subject to the covenants, conditions and restrictions hereinafter set forth. These covenants, conditions and restrictions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these covenants, conditions and restrictions shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I**DEFINITIONS**

Wherever used in this Declaration, the following terms shall have the following meanings:

1.1 "Said property" shall mean and refer to that certain real property hereinbefore described.

1.2 "Lot" shall mean any tax lot contained within said property, any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.

1.3 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if the record owner retains title merely to secure an obligation.

1.4 "Roadway" shall mean any street, highway, or other thoroughfare as shown on the recorded plat of said property.

ARTICLE II**RESTRICTIONS ON USE OF PROPERTY**

2.0 **USE AND SIZE.** All lots shall be used for residential purposes only. No building shall be erected which shall exceed applicable height restrictions nor contain a private garage for more than three automobiles. All buildings shall meet current building codes in effect during construction.

2.1 **BUILDING LOCATION.** Any structure erected shall be no closer than twenty-five (25) feet from a front lot line, nor nearer

than fifteen (15) feet to any rear lot line, nor nearer than fifteen (15) feet to any side line. For the purpose of this covenant, eaves, steps and open porches or decks shall not be considered as part of a building. Each structure shall be located on each parcel so as to be as compatible as possible with the natural surroundings and with other adjacent structures.

2.2 **FENCES.** All fences shall be constructed out of wood materials and shall be not over seventy-two (72) inches in height.

2.3 **TIME OF CONSTRUCTION.** Any work regarding the construction of any structure or improvement shall be prosecuted diligently from the commencement therefor and shall be completed not later than twelve months from the date construction is commenced, exclusive of inside finish work.

2.4 **UTILITIES.** No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

2.5 **BUILDING EXTERIORS.** All exteriors shall be comprised of new wood or new wood composition products. Used brick shall be permissible. Exterior surfaces shall be finished with wood stain or paint in earthtones or neutral colors.

2.6 **ROOFING.** All residences constructed after the recording of these CC&R,s and out buildings shall be required to have a Class A Fire Rated Roofing and be of a material equal to or better than "65 FIRE-HALT by Gustar.

2.7 **MOBILE STRUCTURES.** No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other out building, shall be moved upon any lot. No

motor homes, campers, trailers, or boats shall be used for overnight living accommodations. No mobile homes or modular homes of any kind shall be permitted on said property.

2.8 SIZE OF RESIDENCE. All residences constructed shall be not less than 1400 square feet of living area, exclusive of garages, porches and outbuildings. Detached garages shall be constructed of quality materials shall have an appearance which will conform to the residence.

2.9 DRIVEWAYS. All driveways shall be concrete or constructed of paving materials.

2.10 TREES. Only those trees which must be removed to facilitate the construction of a building may be cut and removed from said property.

2.11 LANDSCAPING. All front yards shall be landscaped within six (6) months after the exterior of the residence is completed. Front yards shall have not less than 30% grass, with the balance to be landscaped with trees, shrubs, and/or ground cover (which may include bark chips) in a professional looking manner.

2.12 SIGNS. No signs may be displayed for public view from any lot other than a "FOR SALE" sign or a sign used by a contractor to advertise any lot during construction. No sign shall be larger than five (5) square feet, other than those furnished by developer or its agents.

2.13 MAINTENANCE OF PROPERTY. 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 be offensive to any owner.

2.14 FIREARMS. No firearms, air pistols, archery, sling shots or any other weapons or projectiles shall be used or discharged anywhere within said property.

2.15 PARKING AND STORAGE. No parking or storage of any vehicle, larger than one ton in size, used for commercial purposes shall be allowed at any time within said property except as permitted for in section 2.7 and this section 2.15. The storage and use of satellite dishes, vehicles, trailers, pickups and/or boats shall be allowed only if screened from sight from any street within said property. All such vehicles, trailers, pickups and/or boats shall be concealed behind a solid fence. Which fence shall be no closer to the street than the closest point that the residence is to the street.

2.16 OFFENSIVE OR COMMERCIAL ACTIVITIES. No offensive or commercial activity shall be carried on any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots.

2.17 DOMESTIC ANIMALS. No parts of said property shall be used as a place to raise domestic animals of any kind, except a reasonable number of household pets, which are not kept, bred or raised for commercial purposes and are not a nuisance to other owners. All domestic animals shall be kept indoors or, if kept outdoors, in the rear or sides of the lot in an area screened by fencing as described in Section 2.2.

2.18 COMPLIANCE WITH THE LAW. All owners must comply with the laws and regulations of the state of Oregon, County of Deschutes, and any municipality regarding fire protection, building construction, water, sanitation and public health.

ARTICLE III

GENERAL PROVISIONS

3.1 ENFORCEMENT/TERM. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the declarant and the owner or owners of any portion of said property, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which such covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years.

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

3.3 AMENDMENT. Any of the covenants, conditions and restrictions of this Declaration may be amended by a vote of at least 75 percent of the owners, excluding Declarant or its successor. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

3.4 Waiver. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors, or

assigns, to enforce any of such covenants, conditions or restrictions herein contained, shall in no event be deemed a waiver of the right to do so.

3.5 ATTORNEY FEES. If suit of action is instituted to declare or enforce any provision of these CC&R's, the prevailing party shall be entitled to recover reasonable attorney fees from the losing party in the trial and all appellate courts, in addition to any other recovery and costs. The attorney fee award shall include a reasonable amount in connection with enforcement of the judgment.

IN WITNESS WHEREOF, the undersigned, the owner of all said property, have hereunto caused these presents to be executed this 7 day of September, 1993.

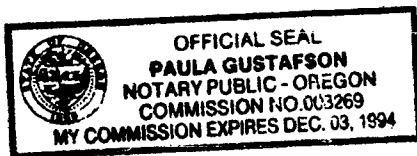
GARY E. BELL

By Gary E. Bell
GARY E. BELL

STATE OF OREGON)
) ss.
County of Deschutes)

7th The foregoing instrument was acknowledged before me this September, 1993, by GARY E. BELL.

Paula Gustafson
Notary Public for Oregon
My Commission Expires: 12-3-94



**EXHIBIT A
LEGAL DESCRIPTION**

A portion of the Southwest Quarter of the Southeast Quarter (SW 1/4, SE 1/4) of Section 10, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point from which the South Quarter (S 1/4) corner of Section 10, Township 18 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, bears South 0° 27' 20" West, 312.50 feet; thence from said point of beginning, North 0° 27' 20" East along the West line of the North-South centerline of the said Section 10, 937.50 feet to a point; thence South 89° 34' 38" East, 348.48 feet to a point; thence South 0° 27' 20" West, 937.50 feet to a point; thence North 89° 34' 38" West 348.48 feet to the point of beginning.

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 SEP -8 PM 3:34

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY

NO. 93-31294 FEE 1.10-
DESCHUTES COUNTY OFFICIAL RECORDS