

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-65365



\$51.00

00115007200200653650050053

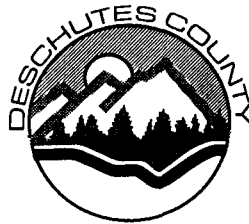
11/21/2002 02:59:59 PM

D-COTV Cnt=2 Stn=4 TRACY

\$20.00 \$5.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

46 ↓

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**Pleasant View**

**A subdivision of Deschutes County, Oregon**

4  
y  
u

Owner and developer, Paul Nordstrom being the sole party having an interest in the portion of the Subdivision Pleasant View Subdivision platted and filed of record in, Deschutes County, Oregon, do hereby and by these present subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions and Restrictions.

**Article I**

**Architectural Control Committee**

**Section 1. Architectural Control:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the City Of Redmond

**Section 2. Architectural Guidelines:** The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each builder and/ or owner:

- (a) **Minimum size.** One story residential dwellings shall have a minimum of 1300 square feet, excluding the garage. A two-story dwelling must contain at least 1600 square feet, excluding the garage. No single car garages shall be allowed. All residences must be constructed with a two-car garage minimum.
- (b) **Roofs.** Shall have not less than a 6 in 12 pitch and be covered with 25 year or better architectural, composition shingles or earth tone concrete or clay tiles.
- (c) **Landscaping.** All front and side yards exposed to the street will be landscaped. This will include automatic underground sprinklers, sod, bushes, and a minimum of three trees.
- (d) **Exterior Walls and Trim:** All exterior walls facing streets shall be double construction with lap siding (wood or composition materials). Other walls may be T-111 types. Paint or heavy body stain is acceptable.
- (e) **Exposed Masonry:** Local stone, concrete, concrete block, stucco and brick maybe used.
- (f) **Building Height:** Building height shall conform to local code requirements.
- (g) **Exterior Lighting:** Will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- (h) **Driveways:** Will be of concrete, concrete pavers or asphalt

**Section 3. Uses Prohibited :**

After recording, return to  
Amerititle  
15 OREGON AVENUE, BEND

→ RR

- (a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such vehicles or boats may be stored provided they are garaged or behind a 6 foot cedar or vinyl fence, or at the rear of the dwelling, and screened from view of all roads or adjoining lots in the subdivision.
- (b) As a place to burn trash, cuttings, or other items with the exception of bar-be-cue fires.
- (c) As a place to raise domestic animals of any kind except a reasonable number of house-hold pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.
- (d) No structure of temporary character, basement, tent, shack, garage, barn, or other out buildings shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home or homes in Pleasant View.
- (e) There shall be no swine, horses, cattle, llamas, poultry or goats or similar types of livestock on said premises. The only exception to this is until the barn on lots 3 and 4 is demolished.
- (f) 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 the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.
- (g) No used materials will be permitted on exterior surfaces. (Used brick is permissible).
- (h) No vehicles shall be parked on the sidewalk or in the non-driveway portion of the front yard. No disabled vehicles shall be parked in the streets or in any driveway within Pleasant View for more than five (5) days. Parking of trucks larger than 1 ton shall not be allowed on any lot or in the streets. Outdoor storage of garbage, trash, agricultural equipment, lawn mowers, building materials, toys, furniture, automotive parts, garden equipment, boats, trailers, motor homes, or like equipment is not permitted in the front yard or within direct view from any street. Covering with a tarp or in a garbage can is not considered to be out of sight. Trash, garbage or other wastes shall not be kept except in sanitary containers.
- (i) No heavy equipment, such as dump trucks or backhoes shall remain parked on streets within Pleasant View on Saturdays and Sundays during house construction unless work is actually being performed on those particular days. Materials shall not be stockpiled in the streets. In addition, during construction, streets shall be left in a clean condition on Saturdays and Sundays.
- (j) No Duplexes or apartments may be constructed in Pleasant View Subdivision.

**Section 4.** Except as provided in Article III, a vote of 60 % (percent) of the owners of the subdivision can adopt or repeal any or all of the above CC&R's after the subdivision is 90%(percent) built.

**Section 5. Architectural Control Committee Consent.** In all cases in which Architectural Control Committee consent is required, the following provisions shall apply:

**[ not applicable]**

## ARTICLE II

### RESTRICTIONS ON USE OF PROPERTY FOR HOMEOWNERS

**Section 1. Use and Occupancy of Private Areas.** Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

**Section 2. Landscaping.** The use of natural flora and bark, ground covers, grass, and trees native to the area is encouraged. All front yards shall be landscaped within (6) months after the exterior of a residence is finished.

**Section 3. Maintenance of Lots.** Each lot 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.

**Section 4. Mobile Homes, Campers, Trailers.** No mobile homes or trailers may be used as a residence including manufactured homes.

**Section 5. Appearance.** All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, cloths drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots

**Section 6. Utilities.** No aboveground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

**Section 7. Fences.** No chain link whatsoever. Fences to be made of white vinyl or Cedar with height not to exceed 6 feet. All fences extending from the front of house to street shall not exceed 3 feet in height with only two or three horizontal exposed bracings. All side and rear fences will be constructed on the property line by builder, and are the property of the "adjoining" property owners. It is the "adjoining" property owner's responsibility to jointly maintain, repair or replace side fences when needed.

**Section 8. Use.** Each lot shall be for residential use only, except for day nurseries, home occupations or similar uses allowed by the City of Redmond. Homes or portions thereof may be rented by owners. Not more than one single-family dwelling shall be constructed on any lot.

### Article III

#### Section 1. The Architectural Control Committee. [ not applicable]

**Section 2. General Provisions. Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for consecutive periods of five (5) years. However, at any time after March 2012 an instrument signed by a majority of the present owners of the lots, which has been recorded, will effect any changes to the covenants in whole or in part, agreed to.

STATE OF OREGON }

County of Deschutes } ss. State of Oregon

This instrument was acknowledged before me on Paul Nordstrom by Paul Nordstrom as owner and Developer of Pleasant View Subdivision.

Acknowledged before me on November 21, 2002 by Paul Nordstrom as owner and Developer of Pleasant View Subdivision.

Before Me: KAM Hicks, NOTARY PUBLIC FOR OREGON

My commission Expires: 11-28-05.

