

DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
ROCKWOOD ESTATES PHASE IV

96-48024

21 These Covenants, Conditions and Restrictions are made this day of DECEMBER, 1996, by NORTH AMERICAN LEASING, LTD., a Corporation, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon, described in Exhibit "A", attached hereto and incorporated by reference herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as Rockwood Estates, Phase IV, hereinafter referred to as Rockwood Estates, Phase IV.

Rockwood Estates is being developed as a residential community. Except where this Declaration for Rockwood Estates Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 Rockwood Estates. The term "Rockwood Estates" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant. The term "Declarant" shall mean North American Leasing, Ltd., a Corporation, or its successors in interest.

1.3 Lot. The term "Lot" shall mean each Lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.4 Declaration. The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restriction for Rockwood Estates.

1.5 Homesite. The term "Homesite" shall mean a Lot as defined herein.

1.6 Owner. The term "Owner" shall mean and refer to either all holders of fee title to any Lot, or any other person

- 1 - DECLARATION OF CC&R'S (RSL:METCALF.011)

After recording, return to:

American

10000 AVENUE, BEND

Bryant Lovlie Jarvis

UNRECORDED COPY - ATTACHED

40 N.W. Greenwood • P.O. Box 1151 • Bend, Oregon 97709-1151 • (541) 382-4331 • Fax (541) 389-3386

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or persons entitled to possession of the Lot pursuant to a contract or lease.

1.7 Improvements. The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.8 Streets. The term "Streets" shall mean any street, highway or other thoroughfare within or adjacent to Rockwood Estates Subdivision and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

## Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWOOD ESTATES

2.1 General Declaration Creating Rockwood Estates. Declarant hereby declares that all of the real property located in Deschutes County, Oregon, described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of Rockwood Estates run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners and their successors in interest as set forth in this Declaration.

### 2.2 Addition of Other Real Property by Grantor.

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and Owners of parcels within such added land shall be the same as in the case of the land described in Exhibit "A".

(b) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

### Section 3. RESTRICTIONS

3.1 Occupancy. No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private, single-family residence for the Owner, their family or their guests, except that each Owner shall be permitted to rent the unit on a month-to-month tenancy when he is not in occupancy.

No Owner or Owners of any Lot or home within Rockwood Estates shall be permitted to rent their Lot or home 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 purposes any Lot or home in Rockwood Estates and rent shall mean the consideration charged, whether or not received, by the Owner for the occupancy of the Lot or home, any money, goods, labor, creditors, property or other consideration valued in money without any deduction. Transient use shall not include a rental of any Lot or home for a period of in excess of 30 consecutive calendar days. Owner and transient occupants shall be responsible for compliance with all provisions of the Declarations, Restrictions, Protective Covenants and Conditions of this document, and any and all rules and regulations promulgated by the Association to protect the natural environment, quiet enjoyment and quality of life of Rockwood Estates.

3.2 Improvements. Each Lot within Rockwood Estates Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Yards must be improved and landscaped not later than 90 days from occupancy. A firebreak shall be provided and maintained around each Improvement. Each owner shall attempt to preserve as many trees on each lot as possible. Each residence shall contain a minimum of 1,400 square feet and a minimum two-car garage.

3.3 Required Setbacks. All Improvements, as defined in Section 1.8 above, shall be erected, placed, altered and maintained in accordance with all applicable City of Bend setbacks, building height limitations, solar setbacks and building codes.

3.4 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on the Lot shall be screened from view of neighboring lots and streets.

3.5 Nuisances. No obnoxious, offensive or commercial activity or pursuit shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. No guest houses or bed & breakfast businesses shall be allowed. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.

3.6 Vacant Lot. The Owner of a vacant Lot shall maintain the landscaping year round in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

3.7 Signs. No sign of any kind shall be displayed to public view on or from any Lot without the Declarant's prior written consent, provided, however, that an Owner may display not more than one (1) "for sale" sign per Lot. Said sign shall be limited in size to not more than four (4) square feet.

3.8 Antennas. All television antenna, radio antenna, satellite antenna or other device shall be screened from view of neighboring lots and streets.

3.9 Limitation on Transfer. No Owner shall transfer either by conveyance, contract of sale or lease any interest in his Lot which would result in ownership of such Lot being held by more than ten (10) persons.

3.10 Mobile Homes. No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot.

3.11 Utilities. No above-ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

3.12 Parking. A minimum of two (2) parking places must be provided for each Lot. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, disabled vehicles or other similar vehicles shall be parked or stored on any Lot or in any street in a position whereby said vehicles will be visible from the street or from the homes on other Lots.

3.13 Utilities Easement. Certain Lots within Rockwood Estates Subdivision are subject to a utility line easement reserved for the benefit of the City of Bend as the same is shown on the official plats of property subject to this Declaration. This is a nonexclusive easement for the installation, maintenance and repair of underground utilities. No improvement or structure of any kind, except a boundary fence, shall be permitted on the easement. Any landscaping or fencing placed upon the easement strip shall be done only in accordance with any applicable standards established by the City of Bend. Neither the City of Bend nor Declarant shall be responsible for restoring any landscaping or fencing in the event the City of Bend is required to enter upon the easement for the purposes set forth herein.

3.14 Lot Area, Width, Setback Lines. Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Bend Zoning and Use Regulations and as shown on the face of the Plat. No lot shall be further partitioned or subdivided.

3.15 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

3.16 Sight Distance at Intersection. On a corner Lot, no fence, wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight line limitations shall apply on all Lots within the first ten (10) feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.17 Walls and Fences. Side and rear setback spaces may have a fence constructed to a height of a maximum of six (6) feet and may be a solid fence. An exception to the fencing along the side setback is noted above in paragraph 3.17 above. No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines.

3.18 Roofs. All roofs and roofing materials shall be limited to quality composition roofs (arch 80 or better), metal, tile, fiberglass or other acceptable fire resistance materials. No wood shake or shingle roofs will be allowed.

3.19 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No prefabricated or mobile home shall be permitted on any Lot.

3.20 Licensed Contractors. No amateur home building will be allowed on any Lot. The principal structure on each Lot shall be constructed by a licensed building contractor or the property owner only.

3.22 Firearms and Related Activity. No firearm, crossbow, bow and arrow or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

3.23 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any street or adjacent house.

3.24 Water and Sewer Supply. No individual water supply system or sewage disposal system shall be permitted on any Lot.

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

#### Section 4. DURATION AND AMENDMENT OF THIS DECLARATION

4.1 Duration. The Covenants, Conditions and Restrictions of Rockwood Estates shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, nor or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of

thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions and Restrictions for Rockwood Estates are terminated as set forth above in this section.

**4.2 Amendment.** This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or 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.

**4.3 Effect of Amendment.** Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

## Section 5. ENFORCEMENT

**5.1 Enforcement.** The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**5.2** In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

## Section 6. EFFECT OF DECLARATION.

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in Rockwood Estates Phase IV and shall bind, benefit and burden each Lot in Rockwood Estates Phase IV, including any additions thereto. The terms of this Declaration shall inure to the benefit and

shall bind Declarant, all successors and assigns of Declarant and all Owners of any Lot in Rockwood Estates Phase IV, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in Rockwood Estates. The use restrictions set forth in Section 3 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as Rockwood Estates and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of any obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 27 day of DECEMBER, 1996

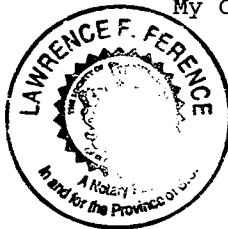
NORTH AMERICAN LEASING, LTD.

By Glen C. Metcalf  
GLEN C. METCALF, President

PROVINCE BRITISH COLUMBIA CITY  
STATE OF OREGON, County of BURNABY, ss:

The foregoing instrument was acknowledged before me this 27 day of DECEMBER, 1996, by GLEN C. METCALF, President of NORTH AMERICAN LEASING, LTC., a Corporation, on behalf of said corporation.

Larry Ference  
Notary Public for Oregon BRITISH COLUMBIA  
My Commission Expires LIFETIME



LARRY FERENCE  
Notary Public  
128 - 3495 North Road, Burnaby  
B.C. V3J 7T8 444-4566

## EXHIBIT "A"

Lots One (1) through Thirty-four (34), Rockwood Estates  
Phase IV, City of Bend, Deschutes County, Oregon

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:

96 DEC 31 PM 3:35

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: T. Moore DEPUTY

NO. 96-48024 FEE 45.00

DESCHUTES COUNTY OFFICIAL RECORDS

EXHIBIT "A"