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FIRST AMERICAN TITLE
141 NW GREENWOOD
BEND OR 97701

486 - 0279

98-11780
DECLARATIONS
RESTRICTIONS
PROTECTIVE COVENANTS
AND
CONDITIONS
FOR
WALSH PARTITION

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". See Exhibit I

WHEREAS, Declarant desires to subject said property to certain protective covenants 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 conditions, covenants and restrictions hereinafter set forth. These covenants and restrictions and conditions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants and restrictions shall inure to the benefit of and be limitations upon all future owners of the 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 and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded Declarations in the manner hereinafter set forth.
- 1.2 "Lot" shall mean any numbered plot of land shown upon any recorded subdivision or partition plat of said property or subdivided or partition parcels of any such plat.
- 1.3 "Owner" shall mean the record owner, whether one or more persons or entitled of fee simple title to any lot situated upon said property or a contract purchaser if his record owner retains title merely to secure an obligation.
- 1.4 "Roadway" shall mean any street, highway, private drive easement, or other thoroughfare as shown on the recorded plat of the said property.

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

ARTICLE II
RESTRICTIONS ON USE OF PROPERTY

- 2.1 Each lot shall be used for single family residential purposes only.
- 2.2 No building or other improvements shall be erected, placed or altered on any lot until the necessary building permits have been issued through the City, County of Deschutes or State of Oregon and approved by the Architectural Review Committee.
- 2.3 All driveways must be composed of asphalt or concrete. A minimum of two parking places must be provided for each lot and must meet the standards set by the declarant.
- 2.4 All residences (house) shall have no less than a two car garage.
- 2.5 The floor area of the constructed residence shall be not less than 1800 square feet, exclusive of porches and garages.
- 2.6 No mobile home or manufactured home shall be allowed on the property.
- 2.7 All exterior wall siding of any structure shall not be constructed of metal or plywood material.
- 2.8 All building plans must be approved by the Architectural Review Committee.
- 2.9 All exterior lighting shall be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby.
- 2.10 The private drive (14 foot wide paved portion of Ingress \ Egress Easement) will be maintained equally by Parcel 1, 2, and 3 of Partition.
- 2.11 Fencing shall be allowed and shall be six (6) feet or less in height measured from the natural contour of the ground and will be of a wood material. All fence height, location and materials to be approved by the Architectural Review Committee.
- 2.12 The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Declarant shall be the sole judge of the suitability of such heights. If the Declarant determines there is such restriction in the view of the other lot owners, written notice shall be delivered to the offending lot owners. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Declarant, the Declarant shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable costs for the work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

- 2.13 All front yards shall be landscaped within one year after exterior construction is finished.
- 2.14 All owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality applicable to fire protection, building construction, water, sanitation and public health.
- 2.15 The cutting and removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property and enhancement of the view. All cutting and thinning of trees must be approved by the Architectural Review Committee.
- 2.16 No swine, horses, cows, turkeys, geese, chickens, ducks, pigeons, goats, rabbits, hares, or other animals usually termed "farm animals" or "poultry" shall be kept or allowed to be kept on any lot. No commercial dog or cat raising, weather or not such constitutes the operation of a kennel within the meaning of any county or municipal ordinance, shall be conducted on the said property.
- 2.17 All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clotheslines and other service facilities shall be screened from view from neighboring lots.
- 2.18 Each lot and its' improvements shall be maintained in a clean and attractive condition and in good repair.
- 2.19 Parking of recreational vehicles, boat trailer's, incapacitated motor vehicle or trailer of any sort are not permitted on the street, Private Drive (Ingress \ Egress Easement), or in front of residence. Such vehicles must be parked behind houses, or screened from view of neighboring lots.
- 2.20 All homes and other buildings shall be roofed with tile, metal, or Architectural asphalt shingles and be required to have a Class A fire rated covering.
- 2.21 The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors, other than in trim or in accent panels, will not be permitted.
- 2.22 No noxious or offensive activities shall be carried on upon any lot nor shall anything be done which shall or may become an annoyance or nuisance to neighboring properties.
- 2.23 No firearms of any kind shall be discharged within the partitioned property.
- 2.24 Operation of "off-road" motorized vehicles is not permitted within the partitioned property.
- 2.25 Any work in constructing, erecting any building or other structure or improvement shall be conducted diligently from the commencement thereof and the same shall be completed within a reasonable time period in accordance with the requirements contained herein.
- 2.26 Once permit for residential construction has been acquired, the owner must complete construction, ready for occupancy, within one year.

- 2.27 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.
- 2.28 Each lot purchaser shall, as soon as the service is available, hook up to the city sewer system. In so doing, each lot purchaser shall pay the cost of extending a sewer line from his home to the collection system and shall pay such hook up charge as the City may impose.
- 2.29 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.
- 2.30 No house trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot.
- 2.31 No above ground utilities, pipes or wires shall be used to connect improvements with supplying facilities.

ARTICLE III

ARCHITECTURAL REVIEW

3.1 ARCHITECTURAL REVIEW COMMITTEE

A Board of Directors (Committee) is hereby established. It shall initially be the Declarant and/or his designated appointee(s).

At the point where one hundred percent of the lots have been sold, three resident owners shall be designated as the continuing committee. A majority of the committee may designate a Representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed. In the event that deaths or resignations of all members of all members of the committee occurs without successor having been appointed, the owners shall have the power to designate successors.

At any time, the present owners of at least two-thirds of the lots shall by written and signed order, have the power through a duly recorded instrument to change the membership of the Committee, withdraw from the committee, or restore to it any of its power and duties or change the Covenants contained herein.

- 3.2 DUTIES AND RULES: The committee shall consider and act on all matters submitted to it pursuant to this Declaration. The committee, by unanimous vote, from time to time and at its sole discretion, adopt, amend, and repeal rules and regulations to be known as the Committee rules establishing its operation procedures. Such rules shall have the same effect as if set forth herein.

- 3.3 **APPROVALS REQUIRED:** No improvement shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Committee.
- 3.4 **PROCEDURE:** Any owner proposing to construct any improvements within this said property (including any exterior modifications, alteration, addition, destruction's or modification thereof) shall follow the procedures as required by paragraphs 3.4 and 3.5 below. Failure to follow these procedures shall be deemed a breach of this Declaration.
- 3.5 **REQUIRED DOCUMENTS:**
- (a) A site plan showing the location, size, configuration, and layout of any structure or improvement (or, where applicable, any alteration, addition, modification, or destruction thereof).
 - (b) Architectural plans and drawings showing the nature, style, and elevations and dimensions of any improvement including the material types, colors, and appearance.
 - (c) A landscape plan showing the nature, size, type, layout, and site lighting.
- 3.6 **REVIEW:** All plans and drawings shall be submitted to the Committee for review prior to the performance of any work. Within 30 days of the receipt and acknowledgment of all documents, the Committee shall review and inform the owner in writing whether the plans conform to the development concept of this said property. In the submit, any plans that require the approval of any governmental agency (such as Deschutes County) must bear the approval of the Committee prior to submitting the plans to the County or its agencies.
- 3.7 **NON-WAIVER:** Consent by the committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 3.8 **LIABILITIES:** Neither the Committee or any member thereof shall be liable to any owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof provided that only the member, in accordance with actual knowledge possessed by him or her, has acted in good faith.
- 3.9 **WAIVER:** The committee may waive the requirement for review of proposed improvements on any lot by taking no action within thirty (30) days of any application for approval of plans by lot owner.

ARTICLE IV

GENERAL PROVISIONS

- 4.1 Any owner or the owner of any recorded mortgage upon any of said property shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration. Failure 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.

- 4.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- 4.3 Nothing contained in this Declaration or in any form of deed which may be used by Declarant, its successors or assigns, in selling said property or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion or re-entry for breach of violation of any or more of the provisions thereof.
- 4.4 Any owner or the owner of record of any recorded mortgage upon any part of the said property shall have the following remedy in event of discovery of violation of restrictions and covenants. Upon discovery of a violation, any owner may give written notice by registered mail to the owner of the lot in breach. If the owner in breach then fails to correct such violation within ninety (90) days, the owner may enter upon the property and cause such work or changes to be made in order to bring offending property into compliance. The owner may then cause the expense of such work to be filed as a lien against the offending property.
- 4.5 In the event that 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 reasonable attorney's fees and court costs.
- 4.6 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 25 years from the date this Declaration is recorded, after which such covenants shall be automatically extended for successive periods of ten years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, shall be amended during the first 25 years by a vote of at least 75 percent of the owners. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.
- 4.7 Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the owner or owners of any portion of said property and their heirs and assigns and each of their legal representatives. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors or assigns to enforce any of such conditions, restrictions or covenants herein contained shall, in no event, be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all said property, has hereunto cause these presents to be executed this 9th day of March, 1998.

James L. Walsh
James L. Walsh
Suzanne C. Walsh
Suzanne C. Walsh

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above named James L. Walsh and acknowledged that he signed the same freely and voluntarily.

Subscribed and sworn to before me this 9th day of March, 1998.



Cynthia K. Flanders
Notary Public for Oregon
My commission expires: 04/19/98

486 - 0286

EXHIBIT I


Parcels 1, 2, and 3 of Partition Plat No. 1998-15, filed March 12, 1998 and being a portion of Lot 1 in Block 14 of Valhalla Heights Phase IV, located in Section 25, Township 17 South, Range 11 East of the Willamette Meridian, 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:

98 MAR 25 PH 2:10

MARY SUE PENHOLLOW
COUNTY CLERK

BY  DEPUTY

NO. 98-11750 FEE 

DESCHUTES COUNTY OFFICIAL RECORDS