

91-22235

241 - 1377

PROTECTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS

FOR

TOP OF OLD BEND

A subdivision of Deschutes County, Oregon.

Owner and developer, Barrett J. Best and Robert Cochran being the sole parties having interest in the portion located in the Northeast One-Quarter of Section 31, Township 17 South, Range 12 East, of the Willamette Meridian, being a replat of Lots 5, 6, 7, & 8, Block 21, Kenwood, City of Bend, Deschutes County Oregon, do hereby and by these presents subject said subdivision, to the following Protective Covenants, Restrictions, and Conditions:

ARTICLE I

ARCHITECTURAL GUIDELINES

This development's architectural design and philosophy represent the spirit of the American Arts & Crafts Movement. These homes separately and communally follow the Craftsman's tradition of simplicity in form and design. The highest qualities found in material and construction conspire to create aesthetic unity as well as structural utility. These restrictions are intended to preserve the value and beauty of this development.

Section 1. The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following architectural guidelines will be observed by each owner:

- (a) Roofs shall remain the original color and will be kept with timely maintenance and repair.
- (b) Exterior Walls and Trim shall be wood and left in the existing natural unpainted state. A natural craftsman color may be applied to the door and wood trim. Cedar shingles must remain in the existing natural state.

- (c) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.

Section 2. Uses Prohibited. No parts of said property shall be used in any of the following ways:

- (a) As a parking or storage place for trailers, motor-homes, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles. However, such may be stored in the garage or at the rear in space provided in the alley way. This prohibition includes vehicles that are not in operating condition that must be kept in the garage.
- (b) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- (c) 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.
- (d) There shall be no swine, horses, cattle, poultry or goats on said premises.

ARTICLE II

RESTRICTION 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 for the area of lots with easements and as otherwise expressly provided herein.

Section 2. Landscaping. The use of wild flowers, natural flora, ground covers, and native grasses are encouraged. All trees and shrubs used are required to be endogenous to the area or similar weather zones.

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. Appearance. All garbage, trash, cuttings, refuse, or garbage containers, clothes drying apparatus or lines, and other service facilities shall be screened from view of the streets.

Section 5. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any house nor shall anything be placed or constructed or any lot or anything done on a lot which interferes with or jeopardize the enjoyment of other lots, or private recreational areas. Home offices are allowed.

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Section 6. Fences. No chain link fences, placite or metal. Fences are to be made of cedar or redwood with height not to exceed 6 feet and must remain in a natural unpainted state.

Section 7. Decks and Porchs. Decking, porchs and railings are to be cedar or redwood. They must remain in a natural state. Clear wood finishes are acceptable.

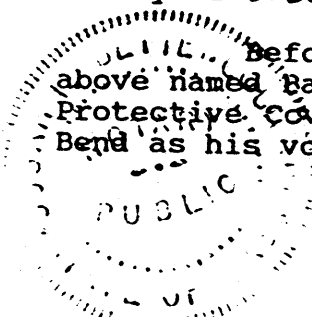

BARRETT J. BEST


ROBERT COCHRAN

STATE OF OREGON)
County of Deschutes) ss.

August 2, 1991.

Before me this 2 day of August, 1991, appeared the above named Barrett J. Best, who acknowledged that he signed the Protective Covenants, Restrictions and Conditions for Top of Old Bend as his voluntary act and deed.

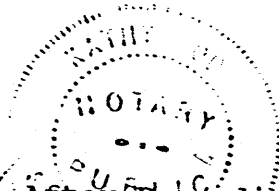


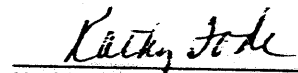

Notary Public for Oregon
My Commission Expires: 8/5/93

STATE OF OREGON)
County of Washington) ss.

July
August 31, 1991.

Before me this 31st day of July, 1991, appeared the above named Robert Cochran, who acknowledged that he signed the Protective Covenants, Restrictions and Conditions for Top of Old Bend as his voluntary act and deed.




Notary Public for Oregon

My Commission Expires: 6-16-92

✓ After Recording, Return To:
Barrett J. Best
P. O. Box 344
Bend, OR 97709

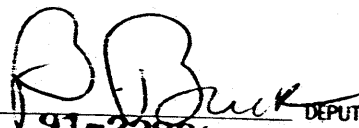
241 - 1380

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:

91 AUG -2 PH 1:09

MARY SUE PENHOLLOW
COUNTY CLERK

BY.  DEPUTY
NO. 91-22235 FEE 20-

DESCHUTES COUNTY OFFICIAL RECORDS