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AFTER RECORDING RETURN TO:
HENDRIX BRINICH &
BERTALAN, LLP
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Bend, OR 97701 // 541.382.4980

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-18173



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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF VIEW RIDGE SUBDIVISION**

TRIAD HOMES, INC., an Oregon corporation, ("Declarant"), the owner of VIEW RIDGE, hereby covenants and states to the public as follows:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("covenants") is hereby declared on VIEW RIDGE, a subdivision, in Deschutes County, Oregon, as recorded and filed in the Official Records of Deschutes County, Oregon:

Subdivision Plat G-859, Official Records of Deschutes County, Oregon, recorded October 4, 2005 at 2005-67371. Taxlot 12-26CD-00300.

The following protective covenants are to run with the said land, and hereby bind said parties and all of their future grantees, assigns and successors, to these covenants for their term as follows:

1. "Owner" is the person, persons, entity, or entities together having fee title to any lot covered by these covenants and recognized as a legal lot of record by Deschutes County, Oregon. "Lot" is a platted lot as shown on the recorded plat of VIEW RIDGE.
2. The area covered by these covenants is the platted subdivision of SUBDIVISION PLAT G-859, Deschutes County, Oregon, including any additions thereto by partition or subdivision. No owner of a lot covered by this Declaration shall partition or subdivide his property except in conformance with the laws of Deschutes County, Oregon.
3. No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height above its lowest visible point.
4. There shall be no travel trailers, fifth-wheel trailers, recreational vehicles, mobile homes, manufactured homes, or modular homes placed on the real property as residences. No travel trailer, fifth-wheel trailer, boat, or recreational vehicle may be parked on the street or outside a garage or storage building on any lot for more than four consecutive days and not more than eight days in any calendar year.
5. No prefabricated structure of more than 150 square feet may be placed on the property.
6. All homes shall be erected on the site. Any and all alteration, remodel, or erection of

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15 OREGON AVENUE, BEND

→ Lobby

outbuildings on the lot shall be performed only after obtaining all necessary land use and building permits.

7. All fences must be compatible with the adjacent landscape and constructed in a workmanlike manner, constructed of wood, and may be no higher than six feet. No front yard fences shall be permitted.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or drainage of the real property. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or public utility company is responsible.
9. No trade, craft, business, profession, commercial or manufacturing enterprise, business, or commercial activity of any kind shall be conducted or carried on upon any lot which causes a nuisance to other owners or is violation of the laws of Deschutes County, Oregon. No commercial vehicles, or other vehicles displaying or advertising a business, may be parked on the street or outside the garage. No residence shall be rented on less than a month-to-month tenancy.
10. Excepting operational vehicles (including boats, travel trailers and recreational vehicles), no goods, equipment, or vehicles shall be kept, stored, dismantled or repaired outside of any building, or on the street adjacent thereto. No obnoxious or offensive activity may occur on any lot. No activity shall be done on any lot that may become an annoyance or nuisance to the neighborhood. No vehicle being repaired may be outside of the garage or storage building more than three consecutive days or six days in any calendar year.
11. No structure of a temporary character, trailer, tent, shack, garage, RV, or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
12. No external antennas, other than dish-type with a three-foot diameter or less, shall be allowed.
13. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet advertising the property for sale or rent. This restriction does not apply to signs used by a Declarant to advertise and identify the property during the construction and sales period, or to seasonal political signs.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Up to a total of three (3) conventional household pets may be kept on a lot provided that the pets shall not be kept, bred, or maintained for sale or any commercial use. Owner shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on

any property, including Owner's lot. Pets shall be confined to the Owner's lot unless on a leash and accompanied by a responsible person. No domestic pet may be kept if the pet annoys other owners or becomes a nuisance. Pets shall be attended at all times and shall be registered, licensed, and inoculated as required by law.

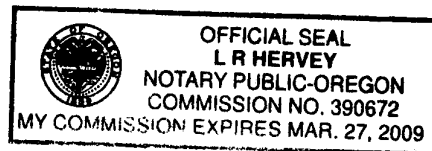
15. No lot shall be used as storage for garbage, waste material, or usable items. All usable items shall be placed inside the garage or storage building. All garbage shall be kept in sanitary containers and such containers shall be kept in a clean and sanitary condition. No lot shall be maintained in a manner that reasonably causes a nuisance to neighbors. No outdoor burning of garbage or yard debris is allowed at any time.
16. No removal of, or the extraction of any minerals or natural resources from any portion of any lot shall be permitted whatsoever.
17. All housing colors shall be compatible with the landscape, surrounding environment, and surrounding dwellings. The colors compatible with the natural landscape shall be required.
18. Bare soil from excavations or caused by excavations shall be replanted to its natural state or otherwise provided with rock work, grass, shrubs or other covering that will adequately protect against erosion and restore the beauty complementary to the neighborhood. All landscaping must be substantially installed within six months of initial occupancy.
19. The foregoing covenants are deemed to be for the protection and benefit of the owners of the described real property and it is intended that any such person or persons shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the covenants herein set forth, and in any suit or action, or an appeal thereof, the prevailing party shall recover in addition to court costs, a reasonable attorney fee to be fixed by the trial court and on appeal.
20. Invalidity of any portion of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
21. The foregoing covenants are in addition to any federal, state, or local regulations and are not to be construed to nullify or to conflict with those regulations in any way.
22. These covenants shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for therein) for a period thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the covenants are terminated as set forth above in this section. These covenants 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 two-thirds of the lots subject to these covenants. For the purposes of these covenants, all persons or entities comprising the "owner" of any single lot must consent to any termination, modification or amendment. Each lot shall have only one vote.

23. Prior to termination of Declarant's interest Declarant may amend these covenants without the consent of any other owner, person, or entity. Declarant may assign Declarant's rights to a Successor Declarant. Any amendment, deletion or repeal of this Declaration shall be effective upon recordation in the Official Records of Deschutes County, Oregon.
24. The owners of two-thirds of lots on the property may amend these Covenants. No amendment is valid which enlarges or diminishes the obligations, rights or responsibilities of the Declarant without the Declarant's written approval. Amendments become effective when recorded in the Official Records of Deschutes County, Oregon, and being signed and notarized by either the Declarant or owners of a two-thirds of the lots in the subdivision. Declarant may amend this Declaration as required by governmental statute, rule or regulation or if such amendment is required by an institutional or governmental lender or purchaser of mortgaged loans to enable such lender or purchaser to make or purchase mortgage loans provided, however, any such amendment shall not adversely affect the title to any owner's lot unless such owner shall consent thereto in writing.

Triad Homes, Inc.

By: *Kenneth Brodeck*
KENNETH BRODECK



STATE OF Oregon)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me by Kenneth Brodeck, vice president of and on behalf of TRIAD HOMES, INC., this 16 day of March 2006.

[Signature]
Notary Public for Oregon
My Commission Expires:
3-27-09