

## COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

## VIEW WEST SUBDIVISION

After recording return to:  
Cleme Rinehart  
61510 S. Highway 97  
Bend, OR 97702

Harry H. Rinehart (Declarant), is the owner of real property described on Exhibit A. The property is platted as View West Subdivision, Deschutes County, Oregon. View West Subdivision and the property described in Exhibit A shall be subject to these Covenants, Conditions and Restrictions from the date of recording. Except where the Covenants, Conditions and Restrictions conflict with any applicable government regulations, these Covenants, Conditions and Restrictions shall be binding upon all owners of property described in Exhibit A and their successors in interest. In the event of any conflict of these Covenants, Conditions and Restrictions with more restrictive requirements or standards set forth in any applicable zoning ordinance of the City of Bend or Deschutes County, the more restrictive standard of requirement shall apply.

1. PROPERTY SUBJECT TO COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR VIEW WEST SUBDIVISION

1.1 All of the real property described in Exhibit A and platted as View West Subdivision in Deschutes County, Oregon is subject to this declaration. The Covenants, Conditions and Restrictions are established for the purpose of protecting the desirability and attractiveness of the real property. The Covenants, Conditions and Restrictions shall run with the land. The Covenants, Conditions and Restrictions shall be binding upon and inure to the benefit of Declarant and all owners and their successors.

2. ARCHITECTURAL STANDARDS

2.1 Architectural Guidelines. The architectural standards are established to protect and preserve the value of the property and the quality of life in the subdivision. The Architectural guidelines shall apply to all structures in the subdivision. Only residential structures, including private garages, may be constructed upon the property.

2.1.1 Manufactured Homes, Campers, Mobile Homes, and Trailers. Manufactured dwellings as defined by the Oregon Revised Statutes shall not be allowed.

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AFTER RECORDING RETURN TO:  
FRANCIS & MARTIN  
1199 NW WALL  
BEND OR 97701

Francis & Martin  
1199 N.W. Wall Street • Bend, Oregon 97701-1934  
(503) 389-5010

2.1.2 Size. All residences shall contain a minimum of 1,500 square feet of living space, exclusive of garage.

2.1.3 Roofs. All roofs shall be composed of Arc 80 30 year roofing, cedar shakes or shingles, masonite shakes, metal or tile.

2.1.4 Exterior Walls and Trim. All exterior walls and trim shall be wood, (vinyl or composit, equal or better than wood).

2.1.5 Masonry. Exterior masonry shall be limited to local stone or brick.

2.1.6 Building Height. No building shall be erected over two stories in height measured from the natural contour of the ground.

2.1.7 Lighting. Exterior lighting shall be of a type and style to eliminate glare and annoyance to owners of lots in the subdivision.

2.1.8 Driveways. All driveways shall be concrete, concrete pavers or asphalt.

2.1.9 Single-Family Dwelling. Only single-family dwellings shall be allowed.

2.1.10 Fences. Only fences constructed of wood or brick shall be permitted. No fences shall exceed six feet in height.

2.1.11 Antennas. TV and short wave radio antennas shall not be permitted. Satellite dishes are permitted.

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

2.1.13 Water and Sewer Supply. Individual water supply system or sewage disposal system shall not be permitted on any lot.

2.1.14 Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view.

2.1.15 Existing Trees. All live existing trees shall be left standing, except for those absolutely necessary for construction of the dwelling, garage and yard.

2.1.16 Exterior Paint. Exterior paint colors shall be compatible with the surrounding area. Compatible colors are earth tones and complementary colors or as approved by 51% or more of the current owners in writing.

## 2.2 Prohibited Uses. The following uses are prohibited:

2.2.1 Parking or storage of trailers, trucks, campers, boats, boat trailers, snowmobiles, off-road vehicles or recreational vehicles. The above may be stored on site provided they are garaged or screened. All screened vehicles shall be located in the rear of the lot.

2.2.2 Burning trash, cuttings, or other items with the exception of barbecue fires.

2.2.3 Raising domestic animals of any kind. A reasonable number of household pets, not raised for commercial purposes and not a nuisance to other owners are allowed. All pets shall be kept under control at all times and not allowed to roam free.

2.2.4 Temporary structures, basement, tents, shacks, garages, barns, or other outbuilding shall not 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, provided the shack is removed within 20 days of completion of the residence.

2.2.5 Raising swine, horses, cattle, poultry or goats.

2.2.6 No commercial activity shall be conducted upon any lot.

## 3. MAINTENANCE AND COMPLETION

3.1 All lots shall be maintained in the following manner:

3.1.1 All lots shall be landscaped in the front yard within six (6) months after the exterior of the building is completed.

3.1.2 All construction must be completed within nine (9) months of the commencement of construction. The structure is complete when an occupancy permit is issued.

3.1.3 Each lot shall be maintained in a clean and attractive manner and in good repair so as not to be an eyesore or fire hazard.

3.1.4 No firearm, crossbow, bow and arrow, nor air gun shall be used within the subdivision.

## 4. GENERAL PROVISIONS

4.1 Term. These covenants shall run with the land and shall be binding on all land, parties and all persons for a period of ten

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(10) years from the date these covenants are recorded. After ten (10) years the covenants shall be automatically extended for successive periods of five (5) years. However, at any time after ten (10) years an instrument signed by a majority of the then owners of the lots and recorded, may modify the covenants in whole or in part.

4.2 Enforcement. The owner of any lot in View West subdivision may specifically enforce this declaration. Any breach of these Covenants, Conditions and Restrictions shall subject the breaching party to any known legal remedies including damages for the destruction, and removal of any improvement or condition that violates these Covenants, Conditions and Restrictions.

4.3 Severability. Invalidation of any one 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.

4.4 Nonwaiver. Failure by any owner to enforce these Covenants, Conditions and Restrictions, shall not be deemed a waiver of a right to withhold approval until five (5) years from the date of the act.

4.5 Attorney Fees. In the event action is instituted to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

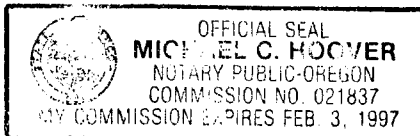
4.6 Amendments. Upon the subdivision being 90% built, a vote of 51% of the owners of the subdivision can adopt, amend or appeal any or all of the above Covenants, Conditions and Restrictions.

In witness whereof, the owner and developer of View West subdivision has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for View West subdivision this 5th day of October, 1994.

By: Harry H. Rinehart, by Cleme Rinehart, attorney in fact  
Cleme Rinehart for Harry H.  
Rinehart, by Power of Attorney

STATE OF OREGON                    )  
  ) ss.  
County of Deschutes            )

On this 5<sup>th</sup> day of OCTOBER, 1994, personally  
appeared the above-named Cleme Rinehart, by Power of Attorney for  
Harry H. Rinehart, and acknowledged the foregoing instrument to be  
her voluntary act.



Michael C. Hoover  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**Francis & Martin**  
1199 N.W. Wall Street • Bend, Oregon 97701-1934  
(503) 389-5010

EXHIBIT A

## Legal Description:

Lots 1, 2, 3, 4, 5, 6, 7, and 8, View West Subdivision,  
Deschutes, County, Oregon.

**Francis & Martin**  
1199 N.W. Wall Street • Bend, Oregon 97701-1934  
(503) 389-5010

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:

95 MAR 20 PM 4:05

MARY SUE PENHOLLOW  
COUNTY CLERK

BY Wallace DEPUTY  
NO 95-08401 FEE 30<sup>00</sup>  
DESCHUTES COUNTY OFFICIAL RECORDS