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After Recording Return To:  
Paterson Communications, Inc.  
63085 Casey Place  
Bend, OR 97701

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**DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
VIEWS AT OAKTREE PHASES III-V**

THIS DECLARATION, made on the date hereinafter set forth by Paterson Communications, Inc., hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner and developer of certain real property located in Deschutes County, Oregon, which is the recorded subdivision commonly know as "Views at Oaktree, Phases III-V". Views at Oaktree, Phases III-V consists of 10 residential lots. A plat map of the subdivision is attached hereto as Exhibit A.

NOW THEREFORE, Declarant hereby declares that all properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of this real property and the surrounding properties and which shall run with the real property and be binding on all parties having any right, title, or interest in the desired property, or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

Such reservations shall be binding and effective for a period of 25 years from the date hereof, at the end of which they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of then owners of the lots within Such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part.

EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in the event, any modification desired may be made by affirmative vote of the instant owners of 80% of lots within this subdivision and evidenced by suitable instruments filed for public record; or if such event occurs such modification or waiver of nonconformity may be evidenced by special permission in writing by the primary developers, or their successors as developers without such vote of other owners, PROVIDED, however, that such modifications or waiver shall not affect Section 1 following.

#### SECTION 1. LAND USE AND BUILDING TYPE:

No business venture shall be conducted on a Lot or in or about any property in Views at Oaktree, Phases III-V, except for one-room offices which are not designated by exterior sign(s) and which do not become an undo burden on or nuisance to the Views at Oaktree, Phases III-V neighborhood. All parking demands generated by home offices shall be accommodated by utilizing the driveway and/or garage of the residence of which the home office is located.

No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, placed, or permitted to remain on any lot other than on detached single-family (includes accessory dwelling unit) dwelling with a private garage for not less than two (2) cars.

#### SECTION 2. CONSTRUCTION OF HOMES:

Roofing on all structures shall be 25 year or better. Roofing materials on all structures shall be composition or better. Each Home shall be sided with cedar, hardi-plank, composite wood or other siding approved by Declarant on all four sides. The total floor are of the main structure, exclusive of open porches and garages shall be not less than 1,300 square feet for a one-story or two-story dwelling.

#### SECTION 3. BUILDING LIMITS AND LOCATION:

No building shall be located on any lot with respect to setbacks from the front, side and rear lot lines, except in conformity with the City of Bend regulations and requirements.

#### SECTION 4. UNDERGROUND SERVICE:

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision. All owners of Lots within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures thereon to the underground electric, cable, or telephone utility facilities provided. Except as permitted by law, no antennas, aerials or satellite dishes shall be permitted on any part of a lot or house, except for "mini" satellite dishes or other transmission devices in the front yard, on the front porch or on the front of the house if signals of acceptable quality can be received by placing such device in an alternative location.

#### SECTION 5. FENCES AND HEDGES:

Fences shall not detract from the building site or the area in general and in case shall the height of the fence exceed six (6) feet. Fences, hedges or boundary walls in front yard shall not be permitted other than minor landscaping structures.

#### SECTION 6. DOG KENNELS/DOG RUNS:

No dog kennels/dog runs (i.e. cyclone fencing) are allowed to be constructed on the property. Dogs shall not be kept in the front yard or along side yards between houses.

#### SECTION 7. EASEMENTS:

The Lots shall have a mutual and perpetual common, non exclusive Drainage Easement, one (1) foot in width on each Lot for a total of two foot width, extending along the common property lines of each Lot, for the length of both houses. This Drainage Easement shall be maintained at a lower grade than the adjoining property of each lot. The intent of the Drainage Easement is that each Lot shall slope respectively towards the Drainage Easement and that water shall collect and drain within the Drainage Easement.

Any construction, which prevents drainage, will not be allowed within the Drainage Easement. Fence construction and landscaping is permitted so long as it does not impede water flow.

#### SECTION 8. NOXIOUS USE OF PROPERTY:

No noxious or offensive activity shall be carried out anywhere in Views at Oaktree, Phases III-V, nor shall anything be done thereon which may be or may become an annoyance or nuisances to the neighborhood. Yards, grounds, and buildings will be kept free of debris and maintained in a neat and slightly fashion at all times. No trash, garbage, ashes, grass, or garden clippings, or other refuse, junk vehicles, underbrush or other unsightly growths or object shall be thrown, dumped or allowed to accumulate on any lot or public street fronting the lot.

#### SECTION 9. PARKING:

Parking of trailers, boats, motor homes, trucks in excess of 1 ton, motorcycles, or other recreational vehicles or similar equipment and vehicles in Views at Oaktree, Phases III-V shall not be allowed on public rights-of-way or in a driveway for more than 24 hours and, then, only for the purpose of loading and unloading. Parking for more than 24 hours or storage for the above items shall be allowed only (1) within the confines of an enclosed garage area or behind backyard/side yard fencing located on a Lot or (2) off of the Property at the Owners expense. No vehicle in disrepair, sitting on blocks or otherwise inoperable shall be visible from the street for any aggregate period in excess of 48 hours. No commercial vehicle with a gross weight of more than 8,000 pounds, trailer, travel trailer or motor coach may be parked overnight on any streets within Views at Oaktree, Phases III-V and/or otherwise in violation of City of Bend ordinances or rules.

#### SECTION 10. TEMPORARY STRUCTURES:

No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time as a residence, either temporarily or permanently except as used by the Declarant or a builder during the sales and construction period.

#### SECTION 11. SIGNS:

No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except on professional signs not larger than 18 x 24 inches, advertising the property for sale or rent, unless otherwise approved in writing by Declarant, or signs used by Declarant or its assigns or successors to advertise the Property during the construction and initial sale period. Declarant may erect and maintain signs of any size at areas designated by Declarant. Declarant hereby designates the 5'x9' public right-of-way area

bordering Alex Place and the sidewalk, from south of the fire hydrant to the end of the subdivision for the exclusive use of Declarant for signage. Declarant will maintain the area with bark. Upon completion of the homes for Views at Oaktree Phases III-IV, Declarant will vacate and turn over maintenance responsibility of the area to the current owner of lot 29.

**SECTION 12. CLOTHES LINES:**

No exterior clotheslines shall be allowed that can be seen from any street.

**SECTION 13. MAILBOXES:**

Mailboxes are to be maintained by the U.S. Postal authorities, and will be located in those areas designated by the U.S. Postal Department.

**SECTION 14. GARBAGE AND DISPOSAL:**

No Lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection for removal. All equipment shall be kept in a clean and sanitary condition and screened from view from the streets except on the day of pick-up. Declarant may use vacant lot for construction debris during the build-out of Views at Oaktree, Phases III-V.

**SECTION 15. LIVESTOCK AND POULTRY:**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**SECTION 16. CLOTHES LINES:**

No exterior clotheslines shall be allowed that can be seen from any street.

**SECTION 17. MAINTENANCE:**

It shall be the sole responsibility of each individual Owner for the maintenance, upkeep and repair of their home. Owners shall maintain their Lots and homes and all appearances thereto at all times. Owners are responsible for the maintenance of the landscaped area in the right-of-way between the street curb and sidewalk. Sod and/or bark shall be installed along public right-of ways (sidewalk and street). Rock, gravel or concrete (except for a walkway) is not permitted bordering public-right-ways (sidewalk and street). All lawns and any other areas with sod shall be adequately watered and kept mowed and properly trimmed. Each Owner shall be obligated to maintain all landscaping (including lawn) on Owner's Lot and the right-of-way area between the street and the sidewalk in a healthy and attractive manner and in at state comparable to that on the other Lots in Views at Oaktree, Phases III-V. Each Owner is responsible for the operation, repair and maintenance including winterization and spring start-up of their own private front yard sprinkler system installed by Declarant during home construction. Lot Owners are responsible for watering and maintaining the street trees in front of their Lots and guarantee the survival and replacement of approved street trees for one (1) year after planting.

**SECTION 18. AIR CONDITIONING UNITS:**

No "window-model" air conditioning units shall be allowed. "Free-standing" compressors shall not be located in the front yard.

**SECTION 19. RENTAL OF HOMES:**

An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

- (a) Written Rental Agreement Required. The Owner and the tenant enter into a written rental or lease agreement specifying at a minimum that (i) the tenant shall be subject to all provisions of the Declaration, and (ii) a failure to comply with any provision of the Declaration shall constitute a default under the rental or lease agreement;
- (b) Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration.
- (c) Rental Signs. No signs for vacation rentals are allowed. Signs for rentals of one month or longer are allowed if in compliance with Section 11.

**SECTION 20. HOME OWNER ASSOCIATION:**

No homeowners association exists at Views at Oaktree, Phases III-V. Upon completion of initial construction of all the homes in Views at Oaktree, Phases III-V, individual Lot Owners may vote to form a Home Owners Association. In the event that 51% of the Owners in favor of continued Architectural Control, such control shall pass to an Owner's Committee consisting of three (3) Owners elected by a vote of the Owners.

**SECTION 21. ARCHITECTURAL CONTROL:**

Architectural control of houses and accessory structures shall be by Declarant. Declarant must approve all plans, specifications and exterior color of houses or accessory structures in writing prior to start of construction. Declarant shall approve any modifications to approved plans in writing. After initial construction of homes on all Lots in the subdivision, architectural control by Declarant shall cease. Upon the vote of 51% of the Owners in favor of continued Architectural Control, such control shall pass to an Owner's Committee consisting of three (3) Owners elected by a vote of the Owners.

**SECTION 22. ENFORCEMENT:**

The failure on any part of said parties affected by these restrictions, at any time to enforce any provisions hereof, shall in no event be deemed a waiver thereof or of existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants, and restrictions by judgement or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants, and restrictions or to restrain the violations of any thereof after demand compliance therewith of the cessation for such demand, then in either of said events and whether such suit or action shall be entitled to

recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to Statutory costs and disbursements.

SECTION 23. SEVERABILITY:

Invalidation of any one of these covenants, conditions or restrictions by judgement or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

DECLARANT:

Paterson Communications, Inc.

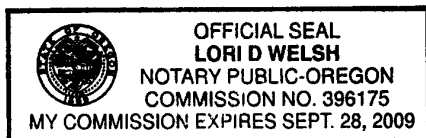
By: Robert D. Paterson, PRESIDENT

Dated: 1/16/09

STATE OF OREGON, County of Deschutes ) ss.

ON 1/16/09  
JPW

Personally appeared Robert Paterson who, being duly sworn, did say that he is the President of Paterson Communications, Inc. and that said instrument was signed on behalf of said corporation by authority or its board of directors, and acknowledge said instrument to be its voluntary act and deed.



Lori D. Welsh  
Notary Public for Oregon

My Commission Expires: 9/28/09

