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93-28292

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COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR

THE WILLOWS PHASE I

Deschutes County, Oregon

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "The Willows, Phase I".

WHEREAS, Declarant desires to subject said property to these protective Covenants, Conditions 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 these Covenants, Conditions and Restrictions hereinafter set forth. These Covenants, Conditions and Restrictions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these Covenants, Conditions and Restrictions shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

← After recording, return to:  
BEND TITLE COMPANY  
1195 N.W. WALL, BEND

- 1 -

cc&rs.tjs/nb6/mr

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 described in the plat of The willows.

1.2 "Lot" shall mean any tax lot contained within said property, any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.

1.3 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if the record owner retains title merely to secure an obligation.

1.4 "Roadway" shall mean any street, highway, or other thoroughfare as shown on the recorded plat of said property.

## ARTICLE II

**RESTRICTIONS ON USE OF PROPERTY**

2.0 **INTRODUCTION.** The willows is a development based on quality construction and manufactured homes. The additional "site work" such as decks, driveways, landscaping, final grading, etc. creates the theme for The Willows. The following conditions are intended to promote and maintain the highest level of excellence in both present and future construction and development.

2.1 **Lot Development.** All development shall proceed in accordance with the City of Bend's ordinances.

2.2 **Maintenance of Lots.** Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. All front yards shall be fully landscaped. All required landscaping shall be neat, well maintained, and attractive in appearance. Abundant use of plants, shrubs, trees, etc. is encouraged.

2.3 **Type of Building.** All homes must have multiple sections, no single wide homes shall be allowed. No home shall contain less than 1,000 square feet of living area, exclusive of garages, porches and outbuildings. Exterior siding materials shall be

hardboard or natural wood, no metal siding shall be allowed. Roofing shall be of composition shingles.

**2.4 GARAGES.** All homes will have an attached two car garage. Garages will be constructed with similar materials as the home.

**2.5 Appearance.** All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service and storage facilities shall be screened by fencing as described in Section 2.23 of Article II. No part of said property shall be used as a place to burn trash, cuttings, or other items, with the exception of barbecue fires.

**2.6 Utilities.** No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

**2.7 Offensive or Commercial Activities.** No offensive or commercial activity shall be carried on any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or private recreational areas.

**2.8 Domestic Animals.** No parts of said property shall be used 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. All domestic animals shall be kept indoors or, if kept outdoors, in the rear or sides of the lot in an area screened by fencing as described in Section 2.23 of Article II.

**2.9 Removal of Trees.** The cutting or removal of a living tree will only be permitted where necessary for the construction, safety, or maintenance of a residence or associated buildings based on a reasonable site plan or for the reasonable landscaping of the property.

**2.10 Noise.** No sources of offensive noise, including discharge of firearms, shall be allowed on said property.

**2.11 Foundations.** All homes shall have steel reinforced poured-in-place concrete footings.

**2.12 Stairways and Decks.** All wood stairways and decks shall be properly constructed to meet the applicable City of Bend Building Code and shall be aesthetically pleasing. Any decks constructed shall have the deck boards fastened down using screws as opposed to nails. Decking material of cedar or redwood must be stained. Any other material must be painted.

2.13 Roofing. Roofing on all structures shall be of similar appearance in both color and material as the roofing on the residence on the lot.

2.14 Roof Pitch. All dwellings and detached structures will have no less than a 4" in 12" pitch roof and overhang.

2.15 Other Buildings. The exterior of all other structures on the lot shall match the existing residence both in construction and color, including similar overhangs and facia.

2.16 Paint Colors. Bright paint on the exteriors of any buildings shall not be permitted.

2.17 Decks and Patios. Abundant use of outdoor decks and patios is encouraged.

2.18 Storage on the Lot. Anything stored on a lot, including recreational vehicles, satellite dishes, and so on, shall be located behind sight-obscuring fences which shall be no higher than six feet.

2.19 Compliance With the Law. All owners must comply with the laws and regulations of the State of Oregon, County of Deschutes, and all municipality laws and regulations concerning fire

protection, building construction, water, sanitation and public health.

**2.20 Construction Work.** Any work in constructing or erecting any building or other structure or improvement on a lot shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein.

**2.21 Temporary Structures.** No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted or used on any lot at any time.

**2.22 Exterior Concrete Flatwork.** All concrete flatwork shall be poured such that no slab is larger than 250 square feet and contraction joints no further apart than 12 feet. Individual slab sections shall be separated by an expansion joint of 1x4 or 2x4 cedar or a pressure treated wood.

**2.23 Fencing.** Fencing shall be constructed out of wood materials and shall be limited to 72" in height. Maintained in attractive condition and in good repair.

**2.24 Excavation and Backfill.** With respect to level lots, backfill must be at a level no lower than ten inches from the lowest wooden part of the residence. Sloping lots must have the

backfill, on the upper part of the lot by the residence, within ten inches of the lowest wooden part of the residence. From this upper level of the backfill, the backfill can follow the natural contour of the lot as required. All footings must be completely covered.

### ARTICLE III

#### GENERAL PROVISIONS

3.1 Enforcement. Any owner or the owner of any recorded mortgage or trust deed upon any of said property, their heirs and assigns, and each of their legal representatives, shall have the right to enforce by and proceeding at law or in equity all these Covenants, Conditions and Restrictions now or hereafter imposed by the provisions of this Declaration.

3.2 Severability. Invalidation of any one of these Covenants, Conditions or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3.3 Term/Amendment. These Covenants, Conditions 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 20 years from the date this Declaration is recorded, after which such Covenants, Conditions and Restrictions shall be automatically extended for successive periods of 10 years. Any of these Covenants, Conditions and Restrictions of this Declaration may be amended during the first 20 years by a vote of at least 75 percent of the owners, excluding Declarant or its successor. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

**3.4 Waiver.** Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such covenants, conditions or restrictions herein contained, shall in no event be deemed a waiver of the right to do so.

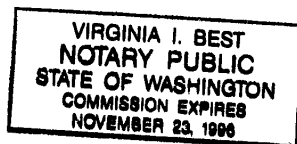
IN WITNESS WHEREOF, the undersigned has executed these Covenants, Conditions and Restrictions on the date first set forth above.

## Butler Market Partners

By Ed Dewitt  
Ed Dewitt, Partner

WASHINGTON  
STATE OF OREGON )  
Chack ) ss.  
County of Deschutes )

The foregoing instrument was acknowledged before me this 4th day of August, 1993, by Ed Dewitt, Partner.

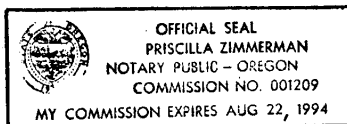


Virginia I. Best  
Notary Public for Oregon WASHINGTON  
My Commission Expires: 11-23-96

By Doug Wirgess  
Doug Wirgess, Partner

STATE OF OREGON )  
County of Deschutes ) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 1993, by Doug Wirgess, Partner.

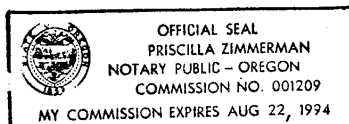


Priscilla Zimmerman  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

By Ken Babcock  
Ken Babcock, Partner

STATE OF OREGON )  
County of Deschutes ) ss.

The foregoing instrument was acknowledged before me this 4th day of August, 1993, by Ken Babcock, Partner.



Priscilla Zimmerman  
Notary Public for Oregon  
My Commission Expires: 8-22-94

Ken Suback  
PO B 6703  
Bend 97708

309 - 0118



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:

93 AUG 17 PM 3:44

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: *M. Waller* DEPUTY  
NO. 93-28292 FEE 75.00  
DESCHUTES COUNTY OFFICIAL RECORDS