

8691

Vol 283 net 407

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
WESTPINE SUBDIVISION

This declaration is made by Gary G. Upham and Dusty Kaser,
partners doing business as Westpine Development Company.

ARTICLE I

- A. Declarants are the owners of certain real property in Grant, Deschutes County, Oregon, known as Westpine Subdivision.
- B. Declarants are developing a neighborhood consisting of residences only.
- C. Declarants desire to provide for the preservation of the values and amenities in the neighborhood, and to subject the real property described above to these covenants, conditions, and restrictions, herein after set forth, each and all of which is and are for the benefit of the property and each owner and title holder thereof. The said restrictions are as follows, to-wit:
 1. Each and every one of the lots in the above subdivision shall be used for residential purposes only. Dwellings not to exceed two stories in height.
 2. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat.
 3. No structure of a temporary character, trailer, basement, partly finished structure, shack garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Open carports shall not be used for storage other than storage enclosed by walls of the structure.
 4. Construction of the residence shall be completed within six months after construction is commenced. Acts of God, labor disputes, material and supply shortages, which are reasonably beyond the control of the builder, are excepted.
 5. Yards and parking areas shall be landscaped not more than 60 days after completion, except when completion occurs after October 1st. and before May 1st. Yards delivered to occupant during this period shall be landscaped by the first of June following.

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Yards shall be maintained in a neat, clean condition and grass shall be watered and cut regularly by the owner. Parking areas shall provide for screening from street using landscaping or fencing.

6. No trees shall be removed or disturbed without the approval of the Architectural Control Committee. It being the purpose of this section to preserve the natural beauty of all lots despite the possible increased cost of construction brought about by this requirement.
7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. No antenna erected on any lot shall extend more than three feet above the portion of the roof of the dwelling on which it is mounted.
9. All structures shall be stained in colors that will blend with the surroundings. All roofs will be constructed of wood cedar shakes or a comparable material.
10. All motor vehicles, campers, trailers, boats, and equipment will be parked in driveways and not on streets. When not in immediate use, all recreational vehicles and equipment will be enclosed by tight fences that screen them from sight and shall be parked or stored back of front line of said residence.
11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 1/3 square foot, one sign of not more than five square feet advertising the property for sale or rent. Signs used by builder to advertise the property for sale or rent during the construction period are not restricted.
12. No animals, livestock, or poultry of any kind shall be raised or bred or kept on any lot. Dogs and cats may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not create objectionable noise or odor. Any animal pronounced a nuisance by 1/2 of the property owners, shall be corrected immediately.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in any lot. No derrick or other

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structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and the plan showing the location of the structure have been given written approval of the Architectural Control Committee. The Architectural Control Committee shall approve only those alterations and alterations which harmonize in material, design, workmanship and elevation with existing buildings.

The Architectural Control Committee shall consist of one (1) representative of the declarant and a representative from the Deschutes County Board of Commissioners. Response to any plan and specifications submitted will be in writing within 30 days of submission.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of recording of these covenants. After which time said covenants shall be automatically extended for successive periods of 10 years unless, an instrument signed by a majority of the then owners of the lots has been recorded expressing to change said covenants in whole or part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, or both.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

September 12, 1978

Dusty M. Kaser
Dusty M. Kaser

Gary G. Upham
Gary G. Upham

STATE OF OREGON

County of Deschutes

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-HUBBARD LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 15th day of September, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

GARY G. UPHAM & DUSTY M. KASER

known to me to be the identical individuals described in, and who executed the within instrument and acknowledged to me that their

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Robert A. Kasper
Notary Public for Oregon.
My Commission expires 8-4-80

DESCHUTES COUNTY TITLE CO.
P. O. BOX 773

861-1-622

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STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was recorded for Record the 18 day of Sept AD 1978 at 3:52 o'clock P. M., and recorded in Book 213 on Page 407 Records of Deschutes
ROSEMARY PATTERSON
County Clerk
By Debbie L. Ball Deputy