

94-34733

## COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR PARK

BERNHARDT CONSTRUCTION, INC., an Oregon corporation (Bernhardt), is the owner of real property described on Exhibit A. The property is platted as WINDSOR PARK, Deschutes County, Oregon.

## 1. PROPERTY SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR PARK

1.1 All of the real property described in Exhibit A and platted as Windsor Park Subdivision in Deschutes County, Oregon is subject to these Covenants, Conditions and Restrictions (Restrictions). The Restrictions are established for the purpose of protecting the desirability and attractiveness of the real property. In the event of any conflict of these 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.

## 2. ARCHITECTURAL STANDARDS

2.1 Building Regulation. All buildings in Windsor Park shall conform to the following:

2.1.1 Residence Size. Residences shall be at least 1,000 square feet in size of living space, exclusive of garage.

2.1.2 Roofs. Roofs shall have not less than a 4 in 12 pitch and be covered with composition shingles.

2.1.3 Exterior Walls and Trim. Exterior walls and trim shall be wood, (manufactured wood products such as fiberboard, T-1-11 masonite, etc., are acceptable). Paint or heavy body stain shall cover the exterior walls.

2.1.4 Masonry. Only local stone or brick may be used for exterior masonry.

2.1.5 Building Height. Buildings shall be less than two stories in height when measured from the natural contour of the ground.

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

2.1.7 Driveways. Driveways shall be concrete, concrete pavers or asphalt.

2.1.8 Fences. Fences shall be constructed only of wood or block and shall not exceed six feet in height.

2.1.9 Antennas. Short wave radio antennas shall not be permitted. TV antennas are permitted. Satellite dishes are permitted provided they are screened and located in the rear of the yard.

2.1.10 Utilities. Above-ground utilities, pipes, or wires used to connect improvements with supply facilities are prohibited.

2.1.11 Appearance. Garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from the street and from neighbors.

2.2 Prohibitions. The following prohibitions shall apply to all of the property located in Windsor Park:

2.2.1 Manufactured Homes, Campers, Mobile Homes, and Trailers. Manufactured homes, campers, mobiles homes, trailers or manufactured homes as described in ORS 446.003 (20)(a), as amended from time to time, are prohibited for use as a residence. Only designed and site built homes shall be permitted.

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

2.2.3 Water and Sewer Supply. Individual water supply system or sewage disposal systems are prohibited.

2.2.4 Parking or Storage of Trailers, Campers, Boats, Boat Trailers, Snow Mobiles, Off-road Vehicles, or Recreational Vehicles. Parking or Storage of Trailers, Campers, Boats, Boat Trailers, Snow Mobiles, Off-road Vehicles, or Recreational Vehicles are prohibited unless they are garaged or screened. Screened shall mean parked at the rear of a dwelling and screened from view from all roads and other lots in Windsor Park.

2.2.5 Fires. Burning trash, cuttings, or other items with the exception of barbecue fires are prohibited.

2.2.6 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.

2.2.7 Temporary Structures. 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.

2.2.8 Non-domestic Animals. Raising swine, horses, cattle, poultry, goats or llamas is prohibited.

2.2.9 Used Materials. Used materials on any structure (used brick is permissible) are prohibited.

2.2.10 Commercial Activities. Commercial activities are prohibited.

2.2.11 Signs. Displaying signs of any kind, except for "For Sale" signs are prohibited.

2.2.12 Firearms and Related Activity. Firearms, cross bows, bows and arrows, or air guns, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, are prohibited within the subdivision.

### 3. MAINTENANCE

Each lot, its improvements, and landscaping shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

### 4. GENERAL PROVISIONS

4.1 Term. These Restrictions shall run with the land and shall be binding on all land, parties and all persons for a period of ten (10) years from the date they are recorded. The Restrictions shall inure to the benefit of Bernhardt and all owners of land described in Exhibit A and their successors. After ten (10) years the Restrictions 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 Restrictions in whole or in part.

4.2 Enforcement. The owner of any lot in Windsor Park may specifically enforce these Restrictions. Any breach of these Restrictions shall subject the breaching party to any known legal remedies including the destruction, and removal of any improvement or condition that violates these Restrictions and including damages.

4.3 Severability. Invalidation of any one of these Restrictions 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 to enforce these Restrictions shall not constitute a precedent or waiver impairing owners right to enforce the Restrictions for subsequent violations.

4.5 Attorney Fees. In the event action is instituted to enforce any term of these Restrictions, 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 these Restrictions.

In witness whereof, the owner and developer of WINDSOR PARK has caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for WINDSOR PARK this 2nd day of September, 1994.

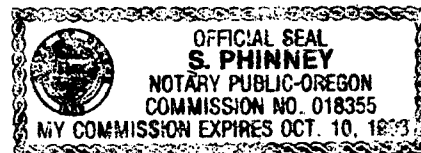
BERNHARDT CONSTRUCTION, INC.,  
an Oregon corporation

By: Thomas E. Bernhardt  
Thomas E. Bernhardt, President

STATE OF OREGON                     )  
  ) ss.  
County of Deschutes            )

On this 2nd day of September, 1994, personally appeared the above-named THOMAS E. BERNHARDT and acknowledged the foregoing instrument as President of BERNHARDT CONSTRUCTION, INC.

SDH  
Notary Public for Oregon  
My Commission Expires: 10-10-96



## EXHIBIT 'A'

Windsor Park located in the SE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of Section 22, T.17S., R.12E., W.M., City of Bend, Deschutes County, Oregon, the boundary of which is described as follows:


Commencing at the South  $\frac{1}{4}$  corner of said Section 22; thence N01 19'00" W 892.46' to a 5/8" x 30" iron rod with plastic cap marked LS1020; Said iron rod being the initial point of Windsor Park and the true point of beginning; thence S79 57'43" W 257.76'; thence N00 04'31" E 178.32'; thence N81 22'00" E 150.07'; thence N00 38'18" E 74.66' thence N14 07'43" W 69.90'; thence N79 57'52" E 190.81'; thence on a 2824.79' radius curve right 385.64', the long chord of which bears N83 52'31" E 385.34'; thence S00 01'20" E 446.31'; thence N89 57'09" W 426.18'; thence on a 630.00' radius curve right 76.98' the long chord of which bears N17 51'19" W 76.93' to the true point of beginning.

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:

94 SEP -2 PM 3:55

MARY SUE PENHOLLOW  
COUNTY CLERK

BY:  DEPUTY  
NO. 94-34733 FEE 25  
DESCHUTES COUNTY OFFICIAL RECORDS