

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
CITY VIEW

These Covenants, Conditions and Restrictions are made this 9th day of May, 1989, by CITY VIEW PARTNERS, a general partnership, hereinafter referred to as "Declarant", as owner of the real property in the City of Bend, Deschutes County, State of Oregon, described in Exhibit "A", attached hereto and incorporated by reference herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as City View Phase I, hereinafter referred to as City View.

City View is being developed as a residential community. Except where this Declaration for City View conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all subject to this Declaration and their successors in interest as set forth herein. In the event any of the development standards or use restrictions of this Declaration should conflict with a more restrictive standard or requirement set by an applicable zoning ordinance of the City of Bend, the more restrictive standard or requirement of the applicable City of Bend ordinance shall apply.

Section 1. DEFINITIONS

1.1 City View: The term "City View" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 Declarant: The term "Declarant" shall mean City View Partners, a general partnership, or its successors in interest.

1.3 Block: The term "block" shall mean those areas designated as blocks on subdivision or partition maps according to the records of Deschutes County.

1.4 Lot: The term "lot" shall mean each lot described on a subdivision plat or partition map to any alteration thereof as may be made by a valid lot line adjustment.

1.5 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for City View.

1.6 Homesite: "Homesite" shall mean a lot as defined herein.

- 1 - DECLARATION (RSL:SWID01)

DESCHUTES COUNTY TITLE CO.

P. O. BOX 323

BEND, OREGON 97701

Gray Fancher Holmes Hurley Bryant & Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Telecopier (503) 389-3386

1.7 Owner: "Owner" shall mean and refer to either all holders of fee title to any lot, or any other person or persons entitled to possession of the lot pursuant to a contract or lease.

1.8 "Improvements: The term "improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface.

1.9 Streets: The term "streets" shall mean any street, highway or other thoroughfare within or adjacent to City View and shown on any recorded subdivision or partition map, or survey map of record, whether designated thereon as street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CITY VIEW

2.1 General Declaration Creating City View: Declarant hereby declares that all of the real property located in Deschutes County, Oregon described in Exhibit "A" is and shall be hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of City View run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant and all owners and their successors in interest as set forth in this Declaration.

2.2 Addition of Other Real Property by Grantor:

(a) Declarant may, at any time during the term of this Declaration, add all or a portion of any land now or hereafter owned by Declarant to the property which is covered by this Declaration, and upon recording of a notice of addition of real property, as set forth below, the provisions of this Declaration specified in said notice shall apply to such added land in the same manner as if it were originally covered by this Declaration. Thereafter, to the extent this Declaration is made applicable thereto, the rights, powers and responsibilities of Declarant and owners of parcels within such added land shall be the same as in the case of the land described in Exhibit "A".

- 2 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 389-4331 Telecopier (503) 389-3586

(b) The notice of addition of real property referred to above shall contain at least the following provisions:

(1) A reference to this Declaration stating the date of recording and the recording information where the Declaration is recorded.

(2) A statement that the provisions of this Declaration or some specified part thereof shall apply to such added real property.

(3) A legal description of such added real property.

(4) Such other or different covenants, conditions and restrictions as Declarant shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such added real property.

Section 3. ARCHITECTURAL CONTROLS

3.1 Approval Required. No improvement, as defined in Section 1.8 above, shall be erected, placed, altered, maintained, or permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by Declarant. All approvals shall be in conformance with the building site established on each lot by the Declarant.

3.2 Procedure. Any owner proposing to construct any improvements within City View (including any exterior alteration, addition, destructions, or modification to any such improvements) shall follow the procedures and shall be subject to the approvals required by paragraphs 3.3 through 3.7 below. Failure to follow such procedures or obtain such approvals as required by paragraphs 3.3 through 3.7 below shall be deemed a breach of this Declaration.

3.3 Required Documents. Any owner proposing to utilize, improve, or develop real property within City View shall submit the following items for review:

(a) A professionally prepared site plan showing the location, size, configuration and layout of any building, structure, or improvement (or, where applicable, any alteration, addition, modification, or destruction thereto) including appurtenant facilities for parking, storage, fences, and vehicular and pedestrian traffic and circulation.

(b) Professionally prepared architectural plans and drawings showing the nature, style, and dimensions of any building, structure, fence, wall, barrier or deck (or, where

- 3 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 332-4331 Telecopier (503) 589-5386

applicable, any alteration, addition, modification or destruction thereof), including the exterior material types, colors and appearance. The scale of plans shall be one inch = 20 feet or larger.

(c) A landscape plan professional in appearance showing the nature, type, size, location and layout of all landscaping, vegetation ground cover, landscape and site lighting, walks, major existing vegetation and irrigation systems proposed to be planted or installed (or, where applicable, removed or destroyed).

3.4 Review. All plans and drawings identified in paragraph 3.3 above, shall be submitted to Declarant for review prior to the performance of any proposed work. Such plans and drawings shall be accompanied with a check payable to Declarant in an amount to be determined by Declarant from time to time. No plans shall be reviewed until the architectural review fee is paid in full and all items specified in this section are submitted. Within 30 days following receipt of such plans and drawings, and the full amount of the architectural review fee, Declarant shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for City View. In the event the owner is not notified as to the conformity of the plans within the 30 day review period, the plans are conclusively presumed to be approved as submitted. In the event any of the plans do not conform to the City View development concept, the owner shall resubmit those non-conforming portions of the plans for review in accordance with the procedures outlined in paragraph 3.3 above, and this paragraph. No work may be performed relating to any improvement unless and until all aspects of all plans required under paragraph 3.3 above have been approved by Declarant. Any site plans, construction plans or similar plans and drawings submitted to the City of Bend in connection with the construction of any improvement in City View must bear the prior written approval of Declarant.

3.5 Architectural Guidelines. The development concept for City View shall be determined by Declarant in accordance with applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Architectural guideline setting forth various aspects of the development concept, in addition to this Declaration, may be published from time to time by Declarant, but Declarant shall not be required to do so. Declarant shall have the right to alter, rescind or amend any published guidelines without prior notice to any party; provided, however, that once approval has been given pursuant to paragraph 3.4 above, work may proceed in accordance with the approved plans and drawings notwithstanding any changes in the development concept. All such guidelines shall be in general conformity with this Declaration.

- 4 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 339-4351 Telecopier (503) 339-5586

3.6 Inspection. All work related to any building, structure or improvement or any landscaping, vegetation, ground cover or other improvements within City View shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. Declarant shall have the right to inspect any such work to determine its conformity with the approved plans and drawings, and reserves the right to order a stop to all work, if, in good faith, it believes that any such work is non-conforming. In the event that it is determined in good faith by Declarant that certain work is non-conforming, a stop work notice may be issued, without necessity of court order, which shall require the owner to correct all non-conforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such non-conforming items shall be deemed a breach of this Declaration. The Declarant or officer, director, employee, agent or servant of Declarant shall not be responsible for any damages, loss, delay, cost or legal expense occasioned through a stop work notice given in good faith even if it is ultimately determined that such work was in conformity with the approved plans and drawings.

3.7 Waiver. Any condition or provision of paragraphs 3.2 through 3.6 above, may be waived by Declarant in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for City View. Any such waiver shall not be deemed a general waiver of any aspect of the development concept or the required procedures and approvals specified under paragraphs 3.2 through 3.6. The granting of a waiver as to one owner shall not automatically entitle any other owner to the waiver of the same or similar conditions or provisions. No waiver shall be valid unless it is in writing, signed by an authorized representative of Declarant and delivered by certified mail to the party claiming the benefit of such waiver.

Section 4. RESTRICTIONS ON USE OF PROPERTY

4.1 Occupancy. No owner shall occupy, use or permit his lot or any part thereof to be used for any purpose other than a private residence for the owner, his family, or his guests, except that each owner shall be permitted to rent the unit when he is not in occupancy.

4.2 Improvements. Each lot within City View shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

4.3 Appearance. All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, and other service facilities located on the lot shall be screened from view in a manner approved by Declarant.

- 5 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 362-4531 Telecopier (503) 369-3586

4.4 Construction and Alteration. Nothing shall be altered or constructed in or removed from or placed on a lot except with the prior written consent of Declarant.

4.5 Offensive or Commercial Activity. No offensive or commercial activity shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.6 Signs. No sign of any kind shall be displayed to public view on or from any lot without the Declarant's prior written consent, provided, however, than an owner may display not more than one (1) "for sale" sign per lot which has a maximum area not to exceed 600 square inches, the longest dimension being not greater than 25 inches placed not closer than ten feet from front property line.

4.7 Exterior Lighting or Noise Making Device. No exterior lighting or noise making device shall be placed on a lot or any portion thereof without the Declarant's prior written consent.

4.8 Antennas. No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot without the Declarant's prior written consent.

4.9 Limitation on Transfer. No owner shall transfer either by conveyance, contract of sale or lease any interest in his lot which would result in ownership of such lot being held by more than ten persons.

4.10 Mobile Homes. No house trailer, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any lot.

4.11 Single Family Residences. No more than one single family residence shall be erected or placed on any lot.

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

4.13 View. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Declarant shall be the sole judge of the suitability of such heights. If the Declarant determines there is such restriction in the view of the other lot owners, written notice shall be delivered to the offending lot owner. If after 30 days the improvement, vegetation or trees are not removed or reduced in height as directed by the Declarant, the Declarant shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable costs for the work.

- 6 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lottien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4351 Telecopier (503) 589-3386

done. This section is not to be read as justification to create views not present when the lot was originally purchased.

4.14 Parking. A minimum of two enclosed garage parking places and two exterior open guest parking places must be provided for each lot and must meet the standards set by the Declarant. No extended parking on any street shall be allowed by any house trailer, travel trailer, boat trailer, camper or incapacitated motor vehicle. Camping trailers, trucks, motorhomes, campers, boats, cars under repair and boat trailers may not be parked or placed on any lot for any extended period over three days outside of an enclosed garage.

4.15 TRANSIENT RENTAL USE. No owner or owners of any unit within CITY VIEW shall be permitted to rent their unit to any person or persons for transient occupancy which shall be for a period of 30 days or less. A rental shall be defined as the use or possession or the right to use or possess for lodging or sleeping purposes any unit in CITY VIEW and rent shall mean the consideration charged whether or not received by the owner for the occupancy of the unit any money, goods, labor, credits, property or other consideration valued in money without any deduction. Transient use shall not include a rental of any unit for a period of in excess of 30 consecutive calendar days.

4.16 SQUARE FOOTAGE MINIMUM. Any single-family residence to be located on any lot shall be a minimum of 1,700 square feet in size with a minimum of 1,200 square feet being on the first floor, not including any garage.

4.17 OPEN BURNING. No open burning of any type shall be allowed.

Section 5. DETERMINATION OF DECLARANT'S ROLE

5.1 Declarant's Control. At such time as the Declarant shall no longer desire to exercise the architectural, landscaping, signing and lighting controls over any lots within City View, Declarant shall cause to be recorded in the official records of Deschutes County, Oregon a declaration stating that Declarant no longer desires to exercise any further controls over development in City View. Recordation of such a declaration shall formally terminate Declarant's interest and all rights of architectural landscaping, signing and lighting controls, as well as any other duties of Declarant under this declaration.

5.2 Formation of CVARC.

(a) Upon formal termination of Declarant's control, Declarant shall form an Oregon non-profit organization called the City View Architectural Review Committee (CVARC). The CVARC

- 7 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lowien
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-5511 Telecopier (503) 389-3586

shall be governed by a five person board of directors. CVARC shall succeed to all powers, responsibilities, and rights of Declarant under this declaration with respect to the exercise of architectural, landscaping, signing and lighting controls.

(b) Within thirty days after the commencement date of CVARC, the initial board of directors shall be elected. Persons eligible for the initial CVARC shall be limited to owners of any lot within City View. Declarant shall solicit from and circulate to all lot owners a list of nominees for the initial board of directors positions within the thirty day CVARC organizational period. Declarant shall then conduct an election of the initial board of directors. The five nominees obtaining the five highest vote totals shall constitute the initial board of directors.

(c) The total number of votes entitled to be cast for each director's position shall be based upon the total number of lots within City View. Each lot owner shall have the right to cast one vote for each lot owned. The initial board of directors shall meet within ten days after their election and may at that time adopt any governing documents including by-laws, guidelines, procedures, rules and regulations, relating to the architectural, landscaping, signing and lighting controls within City View.

5.3 Failure to Organize. In the event Declarant is unsuccessful in organizing the board of directors of CVARC within the thirty day organizational period specified above, Declarant shall have no further responsibilities relating to CVARC and the CVARC board of directors shall be organized exclusively by the owners of lots within City View. Such failure of organization of the CVARC board of directors shall not affect the existence of CVARC or the effectiveness of this Declaration.

Section 6. CITY VIEW TENNIS CLUB, INC.

6.1 Membership. Every person or entity who is the record owner of a fee interest or contract vendee in any lot that is subject to this Declaration shall be deemed to have a membership in the City View Tennis Club, Inc., an Oregon non-profit corporation. Membership shall be appurtenant to and may not be separated from such ownership. In the event the owner of a lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided herein, but in no event shall more than one vote for each class of membership applicable to a particular lot be cast for each lot.

6.2 Voting. Each member shall be entitled to one vote for each lot in which they hold the interest qualified for membership by Section 6.1 hereof. When more than one person or entity holds such interest in any lot, the vote for any such lot shall be

- 8 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovlien
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 322-4331 Telecopier (503) 389-3586

exercised as those persons or entities themselves determine and advise the Secretary of the tennis club prior to any meeting.

6.3 City View Tennis Club Responsibility. The City View Tennis Club, Inc. shall maintain and keep in good repair the tennis court, parking lot, mailbox shelter, signs and landscaping located on Lot 1, Block 1, City View, City of Bend, Deschutes County, Oregon. This maintenance shall include, but not be limited to, maintenance, repair and replacement subject to any insurance then in effect of the structures as described above situated on Lot 1, Block 1.

6.4 PURPOSE OF ASSESSMENT. The assessments provided for herein shall be used for the general purposes described in Section 6.3 above, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

6.5 CREATION OF ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual assessments or charges; and (b) special assessments, such assessments to be established and collected as hereinafter provided, which are established pursuant to the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

6.6 COMPUTATION OF ASSESSMENT. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the City View Tennis Club, Inc., during the coming year, which shall include a reserve account as required by ORS 94.595. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a Majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Each Lot shall be responsible for its prorata share of the annual assessment based on the total number of lots subject to this Declaration including any annexations thereto.

6.7 SPECIAL ASSESSMENTS. In addition to the other assessments authorized herein, the City View Tennis Club, Inc., may levy special assessments in any year, which shall be assessed

- 9 - DECLARATION (RSL:SWID01)

Gray Fenchler Holmes Hurley Bryant & Lovlien
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4531 Telecopier (503) 389-5586

on a prorata basis based on the total number of lots subject to this Declaration, including any annexations thereto. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred Dollars (\$500) in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a Majority of the members. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

6.8 LIEN FOR ASSESSMENTS. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the City View Tennis Club, Inc. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for real property taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

6.9 EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The City View Tennis Club, Inc., shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the City View Tennis Club, Inc., may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the City View Tennis Club, Inc., or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the City View Tennis Club, Inc., and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to

- 10 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant Lovlien

Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 589-4331 Telecopier (503) 589-5386

acquire, hold, lease, mortgage, or convey the unit. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Section 7. DURATION AND AMENDMENT OF THIS DECLARATION

7.1 Duration. The Covenants, Conditions and Restrictions of City View shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty years from the date this Declaration is recorded. However, unless within one year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by owners of not less than two-thirds of the lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten years and thereafter for successive periods of ten years unless within one year prior to the expiration of such period the Covenants, Conditions and Restrictions for City View are terminated as set forth above in this section.

7.2 Amendment. This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any part thereof with a written consent of the owners of fifty-one percent (51%) of the lots subject to these Restrictions, provided, that the provisions of Article 4 hereof shall inure to the benefit of and be enforceable solely by Declarant, shall be capable of being amended by Declarant without the consent of any other owner, person or entity and shall not give any third party any right or cause of action on account of the terms of this Declaration, and further provided that no amendment which enlarges or diminishes the powers and responsibilities of the Declarant shall be effective without the written consent of the Declarant.

7.3 Any amendment, deletion or repeal of this Declaration

- 11 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovlien
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Telecopier (503) 389-3386

shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 8. ENFORCEMENT

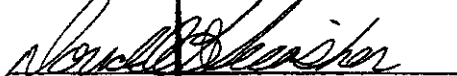
8.1 This Declaration shall be specifically enforceable by Declarant or by any owner of any lot in City View. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.

8.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

Section 9. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in City View and shall bind, benefit and burden each lot in City View, including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarant, all successors and assigns of Declarant and all owners of any lot in City View, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title, or interest or use in or to any real property in City View. The use restrictions and regulations set forth in Section 4 and Section 5 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as City View and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any lot by foreclosure or otherwise and any other person taking title from such security holder.

CITY VIEW PARTNERS



BY: Donald L. Swisher
Managing Partner

- 12 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Lovien

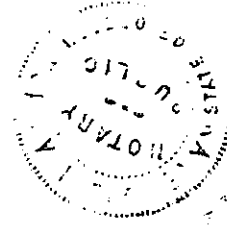
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4331 Telecopier (503) 389-3586

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 9th day of May, 1989, by DON SWISHER, Managing Partner of CITY VIEW PARTNERS.

Daren J. Hoadnick
Notary Public for Oregon
My Commission Expires 12-4-92



- 13 - DECLARATION (RSL:SWID01)

Gray Fancher Holmes Hurley Bryant & Loefer
Attorneys At Law

40 N.W. Greenwood P.O. Box 1151 Bend, Oregon 97709-1151 (503) 382-4211 Telecopier (503) 389-3386

EXHIBIT "A"

A parcel of land located in the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Thirty (30), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, City of Bend, Deschutes County, Oregon, lying Westerly of 12th Street, Southerly of AWBREY BUTTE HOMESITES, PHASE III, and AWBREY BUTTE HOMESITES, PHASE VI, and lying Southerly and Easterly of AWBREY BUTTE HOMESITES, PHASE I, and lying Easterly of a line described as follows: Beginning at the Southeast corner of Lot One (1), Block Three (3), AWBREY BUTTE HOMESITES, PHASE I; thence South 00° 49' 48" East a distance of 48.02 feet; thence following the arc of a 541.63 foot radius curve right a distance of 124.16 feet (chord bears South 05° 44' 13" West 123.89 feet); thence following the arc of a 541.63 foot radius curve right a distance of 53.50 feet (chord bears South 15° 08' 02" West 53.48 feet); thence South 17° 57' 50" West a distance of 37.41 feet; following the arc of a 187.42 foot radius curve left a distance of 90.50 feet (chord bears South 04° 07' 51" West 89.02 feet); thence South 09° 42' 06" East a distance of 80.67 feet; thence following the arc of a 653.42 foot radius curve right a distance of 110.64 feet (chord bears South 04° 51' 03" East 110.51 feet); thence South 00° 02' 22" West a distance of 13.67 feet to the East-West centerline of the Southwest One-quarter of said Section 30 and the terminus of said line.

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

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:

89 MAY -9 PM 3:41

MARY SUE PENHOLLOW
COUNTY CLERK

BY.

B. Buck DEPUTY

NO.

89-10828 FEE 70-

DESCHUTES COUNTY OFFICIAL RECORDS