

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-23039



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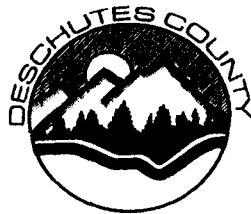
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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LIBERTY HEIGHTS

FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON
P.O. BOX 323
BEND, OR 97709

March

These Covenants, Conditions and Restrictions are made this 21st day of February, 2003, by Viking Builders, Inc. and the below signed collectively and hereinafter referred to as "Declarant", as owner of the real property in Deschutes County, Oregon, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

The property described in Exhibit "A" is hereby subject to these Covenants, Conditions and Restrictions and will be known as LIBERTY HEIGHTS.

This property is being developed for residential purposes. Except where this Declaration for LIBERTY HEIGHTS conflicts with applicable governmental or 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 applicable zoning ordinances of Deschutes County or the City of Bend, the more restrictive standard or requirement of the applicable Deschutes County or City of Bend ordinances shall apply.

SECTION 1. DEFINITIONS

- 1.1 LIBERTY HEIGHTS: The term "LIBERTY HEIGHTS" shall mean all of the real property now or hereafter made subject to this Declaration.
- 1.2 DECLARANT: The term "Declarant" shall mean the above named owner, or its successors in interest.
- 1.3 LOT: The term "Lot" shall mean each parcel shown on Exhibit "A" attached and by this reference incorporated herein.
- 1.4 DECLARATION: The terms "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for LIBERTY HEIGHTS.
- 1.5 HOMESITE: "Homesite" shall mean a lot as defined herein.
- 1.6 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.
- 1.7 IMPROVEMENTS: The term "Improvements" includes, without limitation, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, lawn/yards, hedges, windbreaks, signs, satellite receiving antennas or dishes, storage areas and all other structures of every type and every kind above the land surface.
- 1.8 BOARD: The term "Board" shall mean and refer to the Liberty Heights Homeowners' Association Board of Directors.

RECORDED BY FIRST AMERICAN TITLE
INSURANCE COMPANY OF OREGON AS AN
ACCOMMODATION ONLY. NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE
OR FOR THE VALIDITY, SUFFICIENCY, OR
EFFECT OF THIS DOCUMENT.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIBERTY HEIGHTS

GENERAL DECLARATION CREATING LIBERTY HEIGHTS: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and 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 LIBERTY HEIGHTS 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.

SECTION 3. ARCHITECTURAL CONTROLS

- 3.1 **APPROVAL REQUIRED:** No improvement, as defined in Section 1.7 above, shall be erected, placed, altered, maintained or be permitted to remain on any land subject to this Declaration until final plans and specifications have been submitted to and approved in writing by the Architectural Review Committee (ARC). The initial ARC shall be Viking Builders, Inc. Viking Builders, Inc. or its successor shall, following the Organizational Meeting for formation of the Liberty Heights Homeowners Association, Inc. (LHHA) as set forth in section 6.1 below, transfer all ARC authority to LHHA. If the LHHA is not formed, Viking Builders, Inc. ARC authority shall continue until the initial sale of the last Lot within Liberty Heights. Thereafter Viking Builders, Inc. ARC authority terminates.
- 3.2 **PROCEDURE:** Any owner proposing to construct any improvements within LIBERTY HEIGHTS (including any exterior alteration, addition, destruction 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 replace previously constructed improvements to utilize, improve or develop real property within LIBERTY HEIGHTS shall submit to the ARC the following items for review:
- a. A site plan showing the location, size, configuration and layout of any building, structure of 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. The site plan shall depict topography, view, and finish grade elevation.
 - b. Architectural plans and drawings showing the nature, style, elevations, and dimensions of any building, structure, fence, wall barrier or deck (or, where applicable, any alteration, addition modification or destruction thereof), including the exterior material types, colors and appearance.
- 3.4 **REVIEW:** All plans and drawings identified in paragraph 3.3 above shall be submitted to the ARC for review prior to the performance of any proposed work. Until ARC authority is transferred to LHHA, submissions shall be made to Viking Builders, Inc. at its principal place of business. No plans shall be reviewed until all items specified in this section are submitted. Within 30 days following receipt of such plans and drawing, the ARC shall review the plans and shall inform the owner in writing whether the plans conform to the development concept for LIBERTY HEIGHTS. 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 LIBERTY HEIGHTS 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 the ARC. Any site plans, constructions plans or similar plans and drawings submitted to

City of Bend in connection with the construction of any improvement in LIBERTY HEIGHTS must bear the prior written approval of the ARC.

- 3.5 ARCHITECTURAL GUIDELINES: The development concept for LIBERTY HEIGHTS shall be determined by Declarant in accordance with Section 9.1, applicable statutes, ordinances, regulations, zoning and other governmental land use controls. Housing colors shall be compatible with the landscape, surrounding environment and surrounding dwellings. Colors compatible with the natural landscape shall be preferred.
- 3.6 INSPECTION: All work related to any building, structure or improvement within LIBERTY HEIGHTS shall be performed in strict conformity with the plans and drawings approved under paragraph 3.4 above. The ARC 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 the ARC 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 nonconforming work specified in the notice before the remainder of the proposed work may be completed. Continued work without correction of any such nonconforming items shall be deemed a breach of this Declaration. The declarant, the ARC, or the LHHA, or an officer, director, employee, agent or servant of the Declarant, the ARC, or the LHHA 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 paragraph 3.2 through 3.6 above may be waived by the ARC in its exclusive discretion. Any waiver shall be in general conformity with the development concept and development standards for LIBERTY HEIGHTS. 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 paragraph 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 provision. No waiver shall be valid unless it is in writing, signed by the ARC and delivered by certified mail to the party claiming the benefit of such waiver.

SECTION 4. RESTRICTION 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 those specifically allowed by City of Bend.
- 4.2 IMPROVEMENTS: Each lot within LIBERTY HEIGHTS shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire or health hazard.
- 4.3 APPEARANCE: All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus and other service facilities located on any lot shall be out of sight of the facing streets of LIBERTY HEIGHTS and other residences. No lot shall be used or maintained as a dumping ground for waste material, including without limitation, rubbish, trash, garbage, or debris. Waste material shall be kept at all times in sanitary containers. All equipment for the storage or disposal of waste materials shall be kept at all times in a clean and sanitary condition. No lot shall be maintained in a manner which unreasonably causes a nuisance to neighbors.
- 4.4 LANDSCAPING: All existing trees on individual lots are to remain and shall not be removed unless diseased or creating a hazard, except with prior approval of the ARC. If

removed, it shall be replaced by a juvenile or mature tree of similar species. Bare soil from excavations or caused by excavations shall be replanted to its natural state or otherwise provided with rock work, grass, shrubs or other covering that will adequately protect against erosion and restore the beauty complementary to the neighboring surroundings. All front yards shall be landscaped within six (6) months after the exterior of a residence is completed. Each building lot owner will irrigate and maintain the street median lawn and trees along the front property line of his or her lot. The owner of Lot #7 is responsible for irrigation and maintenance of the median lawn and trees from the mailbox enclosures to his or her north property line.

4.5 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 the ARC.

4.6 OFFENSIVE OR COMMERCIAL ACTIVITY: No trade, craft, business, profession, commercial or manufacturing enterprise business or commercial activity of any kind shall be conducted or carried on upon any residential lot which causes a nuisance to other Owners or is violation of the laws of the City of Bend, Oregon. Excepting operational vehicles (including boats, travel trailers and recreational vehicles), no goods, equipment, or vehicles shall be kept, stored, dismantled or repaired outside of any building, or on the street adjacent thereto, nor shall any obnoxious or offensive activity be carried on, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood unless enclosed within a legally constructed structure. No more than one nonfunctioning vehicle may be stored on any lot at any one time and said nonfunctioning vehicle must be in an enclosed or sight screened structure. Nor shall anything be done which may be or become an annoyance or nuisance to the other owners.

4.7 SIGNS: No sign of any kind shall be displayed to public view on or from any lot without the prior written consent of the ARC, the Declarant, or the LHHA, provided, however, that an owner may display not more than one (1) "For Sale" or "For Rent" sign per lot which has a minimum area not to exceed 300 square inches, the longest dimension being not greater than 20 inches. These sign regulations do not apply to sales by Declarant.

4.8 EXTERIOR LIGHTING OR NOISE MAKING DEVICE: No noise making device shall be placed on a lot or any portion thereof without the Declarant's or the LHHA's prior written consent. No exterior lighting shall be placed in a manner which might be an impact on another residence or its view.

4.9 ANTENNAS: No television antenna, radio antenna, satellite dishes or other receiving device shall be placed on any lot without the Declarant's or the LHHA's prior written consent. Satellite dishes may be allowed, but only in a manner that is as visually unobtrusive to other property owners as reasonably possible, and in accordance with 47. CFR 25.104.

4.10 MOBILE HOMES: Except as permitted in section 4.17, no house trailer, fifth wheel trailer, camper, mobile home, manufactured home, tent or other similar structure, whether permanent or temporary, shall be erected or placed on any lot.

4.11 SINGLE FAMILY RESIDENCES: No more than one detached single family residence not exceeding two stories in height above its lowest visible point shall be erected or placed on any lot.

4.12 HEIGHT RESTRICTIONS: Structures built on Lots may not exceed City of Bend Building Code standards. Notwithstanding the foregoing, a structure in LIBERTY HEIGHTS which may obstruct the view from another LIBERTY HEIGHTS lot of the Three Sisters or Broken Top mountains shall have specific height approval by ARC prior to construction.

- 4.13 **ELECTRIC AND TELEPHONE LINES:** Electric, water, gas, sewer, telephone and cable utility services shall be placed in public utility easements identified on the plat of LIBERTY HEIGHTS. All areas of LIBERTY HEIGHTS will be required to be served by underground public utility services.
- 4.14 **SETBACK AND LOT SIZE:** All structures in LIBERTY HEIGHTS will be built within City of Bend Building Code standards.
- 4.15 **ANIMALS:** Other than domestic pets such as dogs, cats and birds, no animals whatsoever including without limitation swine, chickens and goats may be kept on the premises. Any enclosures for domestic pets shall be situated as far as reasonably possible from other residences. In addition, pet enclosures are to be compatible with the residence and landscape and are to be maintained in such a manner that will not be offensive or obnoxious to the neighboring properties. No exotic animals or exotic fowl shall be permitted.
- 4.16 **MINIMUM BUILDING SIZES:** The minimum size for primary residence in LIBERTY HEIGHTS shall be 1,200 square feet. (Garages are not included in these limitations.)
- 4.17 **VEHICLE RESTRICTIONS:** No semi-trailer, tractor trailer, or commercial truck or trailer combination or commercial truck or similar equipment shall be permitted to remain on any part of any lot. All campers, motor homes, inoperable automobile vehicles, snow-mobiles, recreational vehicles, boats or similar equipment shall be permitted only in areas adequately screened from adjacent lots and the street approach. Adequate screening shall mean, at a minimum, landscaping or fencing, not less than 5 feet above grade level. Inoperable vehicles or vehicles under repair or in the process of being rebuilt shall be entirely screened by enclosing within a garage.
- 4.18 **FENCES.** All fences must be compatible with the adjacent landscape and constructed in a workmanlike manner and may be no higher than six feet. In no event shall any fences interfere with the view and best use of the adjacent property, nor in any way obstruct the roadway view of the property.
- 4.19 **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless the purpose and use of said building is specifically approved by the City of Bend, Oregon, for the purposes of temporary occupancy during construction of a dwelling.
- 4.20 **COMPLETION OF CONSTRUCTION.** Any dwelling or structure erected or placed on any lot of this subdivision shall be completed as to external appearance including finish paint within nine (9) months from the date of start of construction, except for reasons beyond the control of the owner of said residence. In which case an extension may be permitted by the ARC.

SECTION 5. COMMON AREAS. Liberty Heights has no common areas or common property.

SECTION 6. LIBERTY HEIGHTS HOMEOWNERS' ASSOCIATION, INC.

6.1 **FORMATION OF LIBERTY HEIGHTS HOMEOWNERS' ASSOCIATION, INC. AN OREGON NON-PROFIT CORPORATION:**

- a. Members may form an Oregon nonprofit organization called the Liberty Heights Homeowners' Association, Inc. (LHHA). If formed LHHA shall be governed by a three person board of directors. Each Lot owner is automatically granted membership in LHHA and a voting right in LHHA. Corporate stock shall not be issued.

- b. Persons eligible for the LHHA Board shall be limited to owners of any Lot within LIBERTY HEIGHTS.
- c. After twelve Lots have been conveyed or sold, Declarant shall provide notice of a meeting for the purpose of considering formation of LHHA. The presence of lot owners representing not fewer than 9 lots shall be a quorum for the purpose of the organizational meeting called by the Declarant. If a majority of Lot owners present agree to form LHHA, three organizers will be nominated from the Lot owners and appointed by majority vote of the lot owners present at the meeting.
- d. The total number of votes entitled to be cast for each director's position shall be equal to the total number of lots (16) within LIBERTY HEIGHTS. Each Lot owner shall have the right to cast one vote for each Lot owned. In the absence of fractional votes cast by multiple property owners for a single lot, a vote cast by a single property owner is presumed to be the vote of all property owners for that lot. In the event of deadlock, the owners' vote shall not be counted.
- e. The initial Board shall meet within thirty days after their election and may at that time adopt any governing documents including guidelines, procedures, rules and regulations relating to the architectural, landscaping, signing and lighting controls within LIBERTY HEIGHTS.
- f. LHHA shall have the right to, in accordance with Oregon Law, as fixed by their Board from time to time, assess each Lot owner a uniform fee to pay for insurance, to effectuate enforcement of the Covenants and Restrictions, and to record therefore a lien on the respective Lot. The lien may be foreclosed by suit in the Circuit Court, Deschutes County, State of Oregon in the event it is not paid when due, due date to be determined by the Board, and in the event of foreclosure, the LHHA may be entitle to collect its actual costs and disbursements incurred in addition to reasonable attorney's fees.

6.2 FAILURE TO ORGANIZE-DISSOLUTION.

- a. In the event Declarant is unsuccessful in organizing the LHHA within the organizational period specified above, Declarant shall have no further responsibilities relating to the LHHA and the LHHA shall be organized exclusively by the owners of Lots within LIBERTY HEIGHTS. Such failure of organization of the LHHA shall not affect the effectiveness of this Declaration.
- b. In the event the LHHA dissolves, as well as at any other time, any individual Lot owner, or group of Lot owners, may enforce in a court of competent jurisdiction, these declarations, covenants and restrictions. No special injury or monetary damage may be shown to enforce the covenants, conditions and restrictions.
- c. The assets of LHHA upon dissolution can only and shall be dedicated to a public body or conveyed to a nonprofit organization with similar purposes.

SECTION 7. DURATION AND AMENDMENT OF THIS DECLARATION AND BYLAWS

- 7.1 DURATION: The Covenants, Conditions and Restrictions of LIBERTY HEIGHTS shall continue to remain in full force and effect at all times with 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 the Declaration signed by owners of not less than three quarters 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 LIBERTY HEIGHTS 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 upon the written consent or affirmative vote of the ownership interests representing 75% of the Lots (12 out of 16) subject to these Restrictions.
- 7.3 Any amendment, deletion or repeal to this Declaration shall not become effective until recorded in the official Records of Deschutes County, Oregon.
- 7.4 Bylaws of LHHA may be amended by such procedures as are adopted in the bylaws and in conformance with Oregon law. Unless otherwise provided for by Oregon law, no procedure for bylaw amendments shall require more than a majority vote of members attending a membership meeting where a quorum is present and where notice was given of the proposed bylaws amendments.

SECTION 8. ENFORCEMENT

- 8.1 These declarations shall be specifically enforceable by Declarant, the ARC, and the LHHA Board as above provided, or by any owner of any lot in LIBERTY HEIGHTS. 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. Failure to enforce this declaration at any time does not constitute or imply a waiver of the right to enforce the declaration at other times or under other circumstances.
- 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. DEVELOPMENT CONCEPT - CITY OF BEND MASTER PLAN

- 9.1 The intention of the Declarant is that LIBERTY HEIGHTS will be developed with conventional residential homes. No unconventional or controversial designs will be allowed.

SECTION 10. EFFECT OF DECLARATION

- 10.1 The Covenant, Conditions and Restrictions of this declaration shall run with the land included in LIBERTY HEIGHTS and shall bind, benefit and burden each Lot and the common areas in LIBERTY HEIGHTS. 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, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in LIBERTY HEIGHTS. The use restrictions and regulations set forth in

Section 3 of this declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as LIBERTY HEIGHTS and their successors in interest as set forth in this declaration, including any person who holds such interest 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.

I, John Audia, Secretary of Viking Builders, Inc. and the below signed, owner of Lot * in Liberty Heights, being all the owners of real property identified in exhibit "A" above hereby adopt this to be the declaration of covenants conditions and restrictions for Liberty Heights.

*2, 6 & 9

March

DATED this 21st day of ~~November, 2002~~ 2003.

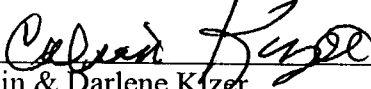


John Audia, Secretary of Viking Builders, Inc.

John Audia

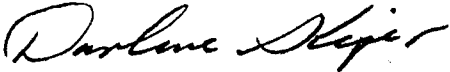
Print name

Signature of Owner of Lot #6 – 20801 Liberty Lane

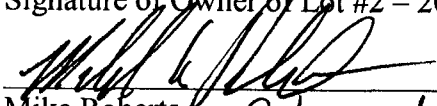


Calvin & Darlene Kizer

Date: 3/21/2003



Signature of Owner of Lot #2 – 20831 Liberty Lane

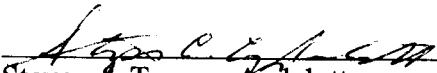


Mike Roberts

Date: 3/20/3



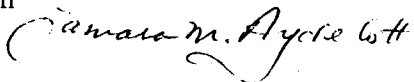
Signature of Owner of Lot #9 – 20782 Liberty Lane



Steven & Tamara Aydelott

Stephen

Date: 3-19-03



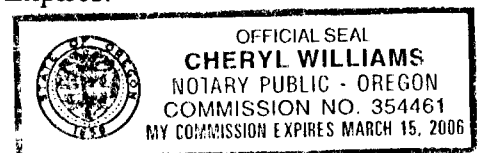
STATE OF OREGON)
) ss
County of Deschutes)



The foregoing instrument was acknowledged and certified before me by John Audia this 19th day of March, ~~2002~~ 2003

Cheryl Williams
Notary Public for Oregon
My Commission Expires: 3-15-03

STATE OF OREGON)
) ss
County of Deschutes)



The foregoing instrument was acknowledged and certified before me by
* _____ this 19th day of March, ~~2002~~ 2003
*Stephen Aydelott and Tamara Aydelott

Cheryl Williams
Notary Public for Oregon
My Commission Expires: 3-15-06

STATE OF OREGON)
) ss
County of Deschutes)



The foregoing instrument was acknowledged and certified before me by
* _____ this 20th day of March, ~~2002~~ 2003
*Mike Roberts and Lori K. Roberts

Cheryl Williams
Notary Public for Oregon
My Commission Expire 3-15-06

STATE OF OREGON)
) ss.
County of Descutes)

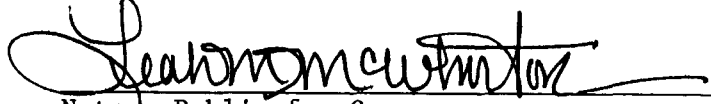
The foregoing instrument was acknowledged and certified before me by
~~Calvin Kizer~~ and Darlene Kizer this 20th day of March, 2003.



Cheryl Williams
Notary Public for Oregon
My commission expires: 3-15-06

STATE OF OREGON)
)ss
County of Deschutes)

The foregoing instrument was acknowledged and certified before me by
Calvin Kizer this 21ST day of March, 2003.



Notary Public for Oregon

My commission expires: July 26, 2005



EXHIBIT "A"

A tract of land locate in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fifteen (15), Township Seventeen (17) South, Range Twelve (12) East, of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point whence the Southwest corner of said Section 15 bears South $00^{\circ}11'18''$ East, 1,322.50 feet; thence North $00^{\circ}11'18''$ West, 686.00 feet; thence North $89^{\circ}48'42''$ East, 317.49 feet; thence South $00^{\circ}11'18''$ East, 686.00 feet; thence South $89^{\circ}48'42''$ West, 317.49 feet to the point of beginning.