

95-15835

**DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS**
for
WEST BEND VILLAGE SUBDIVISION

These Covenants, Conditions and Restrictions are made this tenth day of May, 1995, by MICHAEL J. TENNANT, hereinafter referred to as "Declarant", as sole owner and developer of the real property in the City of Bend, Deschutes County, State of Oregon, described in Lots 1 through 90 West Bend Village 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 West Bend Village Subdivision, hereinafter referred to as West Bend Village Subdivision.

West Bend Village Subdivision is being developed as a residential community. Except where this Declaration for West Bend Village Subdivision conflicts with any applicable government municipal regulations, this Declaration shall be binding upon all property subject to this Declaration and its Owners and their successors in interest as set forth herein. In the event of 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 West Bend Village Subdivision.

The term "West Bend Village Subdivision" shall mean all of the real property now or hereinafter made subject to this Declaration.

1.2 West Bend Village Subdivision Theme.

The theme of West Bend Village is: "Bend's New Old-fashioned Neighborhood." Homes with steep roofs (6/12 pitch or greater), covered front porches, landscaped park strips, alley access for the majority of lots; a friendly and livable community subdivision.

1.3 Declarant.

The term "Declarant" shall mean Michael J. Tennant, or his successors in interest.

Return to:
Mike Tennant
1696 NE Providence Dr.
Bend, OR 97701

- 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 Restriction for West Bend Village Subdivision.
- 1.6 Homesite.**
The term "Homesite" shall mean a Lot as defined herein.
- 1.7 Owner.**
The term "Owner" shall mean and refer to either all holders of fee title to any Lot or any person entitled to possession pursuant to a sale.
- 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, park strip, 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 West Bend Village Subdivision 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.
- 1.10 Park strip.**
The term "Park strip" shall mean that area between the curb and the sidewalk. Some streets will not have the standard 9' 6" park strip due to the existing subdivision topography and/or the need to preserve existing trees.

Section 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WEST BEND VILLAGE SUBDIVISION

- 2.1 General Declaration Creating West Bend Village Subdivision.**
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 West Bend Village Subdivision 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. RESTRICTIONS

3.1 Occupancy.

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

In the event that the City of Bend approves proposed living quarters above garages, a maximum of two persons will be allowed and only one (1) additional automobile is allowed per living unit and must be parked alongside the garage on a concrete or asphalt pad.

3.2 Improvements.

Each Lot within West Bend Village Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Home building must be completed within one year from the start of construction. Yards and park strip must be improved and landscaped not later than 90 days from occupancy including the park strip area between the sidewalk and curb; in the event that the house is completed in winter, a 60-day extension will be granted. Each owner shall attempt to preserve as many trees on each lot as possible. Builders shall not disturb adjoining lots. Each residence shall contain a minimum of 1,100 square feet. No T-1-11 siding will be allowed on the exterior walls of any home, garage or any improvement. Installation of underground sprinkler systems for front lawns and park strips of each home is mandatory. Each Owner shall install a concrete walkway from the curb to the sidewalk in front of each home. While the park strip in front of each home is within the street right-of-way, it is each homeowner's responsibility to install and maintain sprinklers within the park strip.

The developer will furnish each lot with a waterline pipe, which will be buried under the concrete sidewalk for hookup to the lot owner's underground sprinkler system.

3.3 Required Setbacks.

All Improvements shall be erected, placed, altered and maintained in a accordance with all applicable City of Bend setbacks, building height limitations, solar setbacks, building codes and the ARC guidelines for West Bend Village subdivision. All garages, with alley access, are required to be set back a minimum of ten (10') feet from the rear (alley) property line. The intent of this requirement is to provide an added measure of safety to drivers while backing out of garages and drive ways. The only exceptions to this requirement are lots having a one hundred (100') foot depth, which may not provide sufficient space to conform to this ten (10') setback requirement, and Lot #13, 1556 NW Albany, where the site plan was approved and construction commenced prior to the inclusion of this setback requirement.

3.4 Appearance.

All garbage, trash, cuttings, refuse, garbage and refuse containers, clothes drying apparatus, heat pumps and other service facilities located on the Lot shall be screened from view of neighboring lots and streets and must be approved by the Architectural Review Committee.

3.5 Landscaping.

All disruption of the natural landscape must be repaired within 90 days of occupancy. Areas that are highly visible or that constitute a dust problem, must be reestablished within twelve months.

No tree may be planted or fixture installed that will diminish the scenic views of other members. The Architectural Review Committee will be the sole judge and has the right to demand the removal of any tree or fixture judged to be objectionable. As with all ARC rules, when in doubt it is the members obligation to check with the ARC.

Those lots with electrical transformers located in the park strip shall not plant any trees or landscaping within 10' feet in the front area and 3' feet within the side and rear of the transformer.

Landscaping of park strips must include commercially-grown sod covering the entire park strip (area between the curb and sidewalk) allocated to each property owner. No amateur-grown sod will be allowed.

The ARC shall encourage landscaping that blends with the natural surroundings. Excellent advice can be gained from local nurseries and landscaping professionals.

3.6 Nuisances.

No obnoxious, offensive, industrial or commercial activity or pursuit shall be carried on upon any Lot therein nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. All Lots must be for residential use only. Boundary fences, walls or hedges must be kept in good condition and repair. Lawns must be cut sufficiently and maintained year round so that they do not become eyesores and detrimental to the values of other properties. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any other Lot, sidewalk or street.

3.7 Vacant Lot.

The Owner of a vacant Lot shall maintain the Lot year round in a groomed and attractive manner so that the Lot does not become an eyesore or fire hazard and detrimental to the values of other properties.

3.8 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, that an Owner may display not more than one (1) "for sale" sign per Lot. General contractors will be allowed to display one sign during the construction phase of individual homes. Said signs shall be limited in size to not more than four (4) square feet.

3.9 Antennas / Satellite Dishes.

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

3.10 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 (10) persons.

3.11 Mobile Homes.

No house trailer, manufactured home, modular home, mobile home, tent, shack, barn or other similar outbuilding or structure, whether permanent or temporary, shall be erected or placed on any Lot.

3.12 Utilities.

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

3.13 Driveways.

Driveway cuts onto West Bend Village Subdivision roads shall be

limited to one per home site. All driveways shall be paved within ninety (90) days from the move in date. Builders and Builer/Owners are responsible for repair of all driveway cuts, concrete breakage of curbs, sidewalks or sidewalk aprons. The Developer and ARC representative will monitor and provide written documentation to the offending Owner. All repairs must be completed within seven (7) working days from receipt of written notification from the Developer or ARC representative.

3.14 Adjacent Property.

Adjacent property may not be used for access or parking without that Owner's written permission.

3.15 Parking.

No parking on any street shall be allowed of any horse trailer, travel trailer, commercial 18-wheel tractor, boat trailer, camper or incapacitated motor vehicle. No boats, trailers, buses, motor homes, commercial vehicles, trucks larger than one (1) ton, disabled vehicles or other similar vehicles shall be parked or stored on any Lot in a position whereby said vehicles will be visible from the street. Parking is allowed for small recreational vehicles (small is defined as not to exceed 25 feet in total length), when parked along side of garages on asphalt or concrete pads. Owners are encouraged to utilize asphalt pads. Parking will be allowed only on one side of the street; streets running East and West parking is allowed on the South side of the street; streets running North and South parking is allowed on the East side of the street. No parking whatsoever shall be allowed in alleys; it is each owner's responsibility to see that their guest, invitees, and lessees abide by this condition. No vehicle shall be parked in the street for more than 24 hours at a time.

3.16 Lot Area, Width, Setback Lines.

Lot area, width and setback lines shall be in accordance with the requirements of the applicable City of Bend Zoning and Use Regulations and as shown on the face of the Plat. No lot shall be further partitioned or subdivided.

3.17 Corner Lot Site Requirements.

Corner lots are required to site the front of the house as follows:

Lot#	PHASE	DIRECTION
4	1	Albany (North)
5	1	Albany (North)
9	1	Option: Albany (South);

--	-	or 16th (East)
10	1	Albany (South)
17	1	Baltimore (North)
18	1	Option: 16th (East);
--	-	or 16th (Northeast)
25	2	Elgin (North)
40	3	Option: 16th (West);
--	-	or Cumberland (North)
52	3	Cumberland (South)
69	4	Davenport (North)
70	4	Option: 16th (East);
--	-	or Davenport (North)
72	4	Davenport (South)
73	4	Davenport (South)
90	5	Elgin (North)

3.18 Livestock, Poultry and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance.

3.19 Sight Distance At Intersection.

On a corner Lot, no fence, wall or shrub planting which obstruct sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain within the triangular area formed by the street property lines and line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight line limitations shall apply on all Lots within the first ten (10) feet of a street right-of-way line. No trees shall be permitted to remain within such distances unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.20 Walls and Fences.

Lots adjacent to Overturf Butte Subdivision and on the east side of lots adjacent to existing lots on the West side of 15th Street, will be allowed to build fences six (6') feet high. All remaining fences within the West Bend Village Subdivision shall be five (5) feet or less. The only exception, which must be approved by the ARC, is for privacy screening at the back of homes, or a unique design on side fences. Any fence extended in front of the house must not exceed three (3') feet. Wood posts for fences may be higher than five (5) feet with ARC approval.

Painting of fences is allowed with ARC approval of colors. Any painted fence must be maintained so as to conform to the standards established for fences left in their natural state.

No boundary line hedge or shrubbery shall be permitted with a height of more than six (6) feet. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. No cyclone, or chain link fences are allowed whatsoever except that fence posts may be metal or steel. Fences shall be constructed of grade #1, no-hole cedar or materials approved by the ARC. All side and rear fences constructed on the property line by the developer, or builder, are the property of the adjoining property owners. It is the adjoining property owner's responsibility to jointly maintain, repair or replace side fences when needed. Corner lots that anticipate constructing fences must have ARC approval prior to the start of construction.

3.21 Roofs.

All home and garage roofs shall have not less than a 6 in 12 pitch. However, porch roofs shall have not less than 4 in 12 pitch.

All roofs and roofing materials shall be limited to quality composition roofs (Firehalt 25-year or better), slate, tile, fiberglass or other acceptable fire resistant materials approved by the ARC. No wood, shake-shingle or other highly combustible roof materials will be allowed. Roof materials shall be of earth tone colors, no metal roofs are allowed. Roofs are required to extend over and include decks on the front of each home and street-side of each home if different from the location of the home's front door.

3.22 Covered Porches.

All homes shall have covered porches and covered decks on the street-side of each home. Homes with front doors located in a different location other than the front, street-side of the home, must have porches and decks on the second side of the home at the front door's location. (See Section 3.18 for the lot numbers that could be affected by this provision).

Porches must be incorporated into the overall design of the primary structure and not merely a covered deck or add-on. Porch roofs shall have not less than a 4 in 12 pitch.

The purpose of this provision is to maintain the "Village Theme". The porch concept, at the front of each home, is essential to creating the overall image of the subdivision. The ARC has final approval of all

porch designs.

3.23 House Plan Design.

The use of the same house plan more than one (1) time on any block is not allowed unless approved by ARC. The intent of this rule is to avoid the repetitive, exterior-sameness that results from building the same plan side-by-side on the same block.

3.24 Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. A model/office is allowed by a builder during the development and construction of homes in West Bend Village. No model/offices are allowed after the subdivision is 95% completed (homes built).

3.25 Garages.

Lots with alley access are required to site garages and access at the rear of lot. Homes without alley access, and that face the main street, must site garages so that the front face of the garage is recessed at least eight (8') feet from the front face of the home. Hillside lots may get an exception with ARC approval. Single car garages are acceptable. Garages must have a 6 in 12 roof pitch. Carports are not allowed.

3.26 Chimney.

All exterior chimneys must be of wood, stone or brick. Flues and caps should be shrouded to conceal from view.

3.27 Exterior Lighting.

Exterior lighting must be indirect.

The position of any walkway lights shall be installed on the left side of the walkway as the observer faces the front of each house. All lights must be installed within a 3' foot square. When in doubt contact a representative of the ARC for approval.

3.28 Exterior Colors.

All exterior colors including those for trim, windows and doors must be approved. Samples may be standard manufacturer's paint chip samples.

3.29 Heating / Cooling Systems.

Any exposed solar heating system must be approved by the ARC. All exterior elements of heating and/or cooling systems must be out of the direct view of neighboring homes and concealed from street view.

3.30 Occupancy.

No occupancy will be allowed before

- (a) Final inspection and approval by the ARC and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilet.
- (c) Completion of exterior painting.

3.31 Licensed Contractors.

No amateur home building will be allowed on any Lot. The principal structure on each Lot shall be constructed by a licensed building contractor or the property owner only.

3.32 Firearms and Related Activity.

No firearm, crossbow, bow and arrow or air gun, including without limitation, BB type or pellet guns, whether for purposes of hunting or target practice, shall be used within the subdivision.

3.33 Clothes Drying Area.

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind where it can be viewed from any front street.

3.34 Outside Fixtures.

No basketball hoops or playing of basketball is allowed in any street except for alleyway.

3.35 Water and Sewer Supply.

No individual water supply system or sewage disposal system shall be permitted on any Lot.

3.36 Severability.

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

Section 4. DURATION AND AMENDMENT OF THIS DECLARATION**4.1 Duration.**

The Covenants, Conditions and Restrictions of West Bend Village Subdivision shall 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 (30) years from the date this Declaration is recorded. However, unless within one (1) 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 seventy five percent (75%) 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 (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period the Covenants, Conditions and Restrictions for West Bend Village Subdivision are terminated as set forth above in this section.

4.2 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 written consent of the Owners of seventy five (75%) of the Lots subject to these Restrictions.

Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

Section 5. ENFORCEMENT

5.1 Enforcement.

The Declarant or any Owner shall have the right, but not the obligation, to enforce all the provisions of these covenants, conditions and restrictions and/or any that may hereafter be enacted. Failure to enforce the restrictions shall not be deemed a waiver of a continuing violation or any similar violation.

5.2 Arbitration.

Any and all disputes, whether legal or equitable, arising directly or indirectly from the rights and obligations conferred hereby shall be resolved by binding arbitration. The parties to such a dispute shall agree upon an arbitration procedure and an arbitrator with ten (10) days of a request by one the parties. In the event the parties cannot agree, then each party shall select an arbitrator and those two arbitrators shall select a third. The three arbitrators shall, by a majority, resolve the dispute.

The costs of the arbitration proceeding including the arbitrator's fees, shall be shared equally by the parties to the dispute. The party prevailing in the dispute shall recover from the other parties reasonable attorney fees, including those incurred on appeal. The amount of attorney fees shall be decided by the arbitrator(s) and the arbitrator's decision in this regard shall also be binding upon the

parties.

The arbitrators shall have all the authority vested in the Circuit Court for the State of Oregon, including the authority to issue injunctions, both permanent and temporary, to award damages and to decide procedural, evidentiary and substantive matters that come before the arbitrators during the dispute resolution process.

In the event the parties or the arbitrators cannot agree on the selection of the arbitrators or the procedure to be used in the arbitration proceeding, the terms and provisions of ORS.365.300 through 365, or its successor, shall apply.

Section 6. ARCHITECTURAL REVIEW COMMITTEE

6.1 Responsibility.

There shall be an architectural review committee (ARC). The committee shall enforce and implement the West Bend Village Architectural Rules & Guidelines (guidelines). Each decision of the ARC regarding the interpretation, enforcement and implementation of the guidelines shall be determinative and binding upon the owners and their agents.

6.2 Membership.

In consideration for each committee member's consent to serve on the committee, the owners, their successors and assigns, hereby release and forever acquit each member of the committee from all acts and omissions performed in their capacity as committee members. This release includes both ministerial and discretionary acts, omissions, and decisions. No member of the committee shall be liable at law or in equity for their individual acts or omissions or the acts, omissions or decisions of the committee as a whole.

6.3 Guidelines.

The Declarant has prepared and recorded the West Bend Village Architectural Rules & Guidelines. Said guidelines are hereby incorporated into and made a part of these covenants, conditions and restrictions, and shall bind the owners and their agents as fully and completely as these covenants, conditions and restrictions.

6.4 Non waiver.

The guidelines shall generally set for the procedures owners are to follow for the approval, construction and maintenance of any improvement, landscaping and the like on any Lot within West Bend Village Subdivision.

6.5 Liability.

The ARC shall initially consist of three members. Those members shall be Michael J. Tennant, Dick Barber and Kurt Reynolds. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the remaining member or members shall appoint a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of the deaths or resignations of all members of the ARC occurs without successors having been appointed, a majority of the owners shall elect the successors.

6.6 Decisions.

Except as otherwise provided herein, a majority of the Architectural Review Committee shall have power to act on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee shall render its decisions in writing, copies of which shall be sent or delivered to the owner involved.

6.7 Approvals.

The ARC shall approve or disapprove plans within a reasonable time after the same has been submitted to it in writing and in no event shall approval or disapproval take longer than 30 days. There shall be no construction or disturbance of any vegetation on any lot before approval is obtained by an owner.

Approval by the ARC of any matter proposed to it shall not be deemed a waiver or a precedent impairing the ARC's right to withhold approval as to any similar matter thereafter submitted to it.

Section 7. EFFECT OF DECLARATION

The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in West Bend Village Subdivision and shall bind, benefit and burden each Lot in West Bend Village Subdivision, including any additions thereto. The terms of this Declaration shall inure to the benefit of the Owners of any Lot in West Bend Village Subdivision, their successors, assigns, heirs, administrators, executors, mortgagees, invitees or any other party claiming or deriving any right, title or interest or use in or to any real property in West Bend Village Subdivision. The restrictions set forth herein shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as West Bend Village Subdivision and their successors in interest, including any person who holds such interest as security for the payment of any obligation including any mortgagee or other security holder

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in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this
9th day of May, 1995.

By Michael J. Tennant
Michael J. Tennant

STATE OF OREGON, County of Deschutes, ss:

The above-named MICHAEL J. TENNANT personally appeared before me and acknowledged the foregoing instrument as his voluntary act.

Before Me: Diane E. Sullivan
NOTARY PUBLIC FOR OREGON



My commission expires: 8/21/98

**WEST BEND VILLAGE
ARCHITECTURAL RULES & GUIDELINES**

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1.0 ARCHITECTURAL REVIEW COMMITTEE

1.1 Introduction.

These guidelines have been made a part of the covenants, conditions and restrictions for West Bend Village Subdivision. In the event of a conflict between these guidelines and the conditions, covenants and restrictions the conditions, covenants and restrictions shall control.

1.2 Policy.

The decisions, interpretations and implementations of these guidelines and the conditions, covenants and restrictions by the Architectural Review Committee (ARC) shall be final and binding upon all owners.

1.3 Members.

The ARC is a voluntary committee consisting of no fewer than three nor more than five persons.

1.4 Disclaimer.

The ARC assumes no responsibility for compliance with government building codes and regulations, deed restrictions or the verification of property lines or setbacks.

2.0 PRELIMINARY BUILDING REVIEW

2.1 Purpose.

The purpose of a preliminary review is to evaluate designs prior to submitting plans for approval and advise the Owner of changes that may be required before additional time and money have been expended.

2.2 Required Plans.

One set of plans that include the following:

- (a) A complete Site/Plot Plan at a minimum scale of 1" equals 20'0". The plan shall include the perimeter dimensions of the lot, building, driveway and utility trench. The plan shall include all easements and building set backs.
- (b) The four exterior elevations at a scale of 1/8" equals 1'0". Elevations must reflect placement of the structure on the site identified in #(a) above.
- (c) A floor plan at a scale of 1/8" equals 1'0" showing total square footage of home and garage. The minimum square footage for homes is 1,100 square feet.

3.0 NEW CONSTRUCTION AND ALTERATIONS**3.1 ARC approval required.**

Before any improvement or change or alteration is made in any improvement, the Owner must first obtain written approval from the ARC. In approving or disapproving the requested construction or alteration, the ARC shall follow the letter and spirit of the conditions, covenants and restriction for West Bend Village Subdivision and these guidelines.

3.2 State and County Codes.

In addition to any other requirements imposed by the ARC, all new construction, remodeling and alterations and the like must conform to State, County and all other applicable building codes.

3.3 Site Plan/Work.

Builders shall not disturb adjoining lots.

Any tree larger than 4" caliper size that is planned for removal, must be shown on the Site Plan. Prior to construction approval, no vegetation may be disturbed.

3.4 Building Plans.

Plans at a scale of not less than 1/8" equals one foot are required. Plans must conform to current Deschutes County guidelines for the submittal of construction plans. The minimum square footage for homes is 1,100 square feet. Single car garages are acceptable.

All elevations, foundation and other plans must accurately represent the structures placement as described on the Site Plan.

3.5 Expiration Date.

Construction approval is valid for one year for new homes and six months for remodeling. If construction has not begun in that time, a new application will be required.

All proposed exterior construction and clean up must be completed within one year of the date shown on local permits.

3.6 Final Approval.

When the owner deems any new construction, remodeling or alteration of any improvement complete, the owner shall request final approval by the ARC. The ARC shall then inspect the project and determine whether the construction, alteration or modification is in compliance with the approval first given and under which the

construction, alteration or modification took place. The ARC may issue final approval, disapproval or a conditional approval within its sole discretion. In the event the ARC issues a disapproval, the deficiencies in the construction, alteration or modification shall be remedied within a reasonable time as set by the ARC. If the approval is conditional, the ARC shall set a reasonable time frame within which the conditions shall be met.

4.0 ARC RULES, REGULATIONS AND GUIDELINES

This section describes the rules, regulations and guidelines to be followed by all Owners. Architects and builders must verify that the designs and processes for new buildings are compliant with pertinent sections. Each homeowner must assure that he or she is in full compliance with the rules, regulations and guidelines.

4.1 Utilities.

All plumbing, electrical and water hookups must conform to all codes.

Electrical meter bases must be recessed from view.

All areas of excavation for utility work must be restored.

4.2 Driveways.

Driveway cuts onto West Bend Village Subdivision roads shall be limited to one per home site.

Finished driveways must be installed before final occupancy.

4.3 Excavation / Grading.

All excavation must be done so as to create a minimum disturbance to the site. All debris resulting from excavation must be removed within 10 days. No foundation pour will be allowed before the debris has been removed.

No tree greater than 4" caliper size may be removed without ARC approval. Any tree removal request must be noted on the Site Plan and approved.

No excavation is allowed prior to ARC approval and the Owner has applied for a building permit.

All disturbed areas must be repaired.

4.4 Exterior Wall & Trim.

The following materials are approved for use on exterior walls and trim:

- (a) Wood (except panelized wood T-1-11 sheets)
- (b) Brick
- (c) Textured masonry or veneer
- (d) Natural stone
- (e) Tile

All materials are to be natural or treated with paints or stains in colors approved by the ARC.

4.5 Occupancy.

No occupancy will be allowed before

- (a) Final inspection and approval by the ARC and compliance with all governmental regulations.
- (b) Removal of all construction waste, materials and portable toilets.
- (c) Completion of exterior painting.

5.0 RULES FOR BUILDERS**5.1 Construction Clean Up.**

A receptacle for trash accumulation will be maintained or provision made for weekly removal of all construction waste materials. The Owner is responsible for maintaining a clean job site.

5.2 Construction Burning.

No construction burning is allowed.

5.3 Construction or Realtor Signs.

Only one sign is allowed on any lot. Unless approved by the ARC, the sign may not be larger than 24" x 24".

5.4 Construction Parking.

All parking must be as indicated on Site Plan or otherwise approved by the ARC.

5.5 Construction Toilet.

Portable toilets must be made available.

5.6 Construction Animals.

Other than pets of the Owner, no animals will be allowed.

- 5.7 **Construction Music.**
No loud music is allowed. Sounds from radios/TV's must not be audible to neighbors or from common property.
- 5.8 **Construction Noise.**
No construction work that will produce noise audible to neighbors or common property will begin before 7:00 A.M. or continue after 7:00 P.M. This rule is in effect all day on Sundays.
- 5.9 **General Contractors.**
Will assume complete responsibility for the actions of their workers as well as those of their subcontractors.
- 5.10 **Owner / Builder.**
When Owners act as their own General Contractor, they will assume the same responsibility as those of a General Contractor.
- 5.11 **Site Work.**
No site work is allowed prior to final approval and the owner has applied for a building permit.

6.0 **ENFORCEMENT / SEVERABILITY / OTHER**

- 6.1 **Severability.**
If any section, subsection, paragraph, sentence, clause or phrase of these Rules and Regulations is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portion.
- 6.2 **Nonwaiver.**
Consent by the ARC to any matter proposed to it or within its jurisdiction, or failure by the ARC to enforce any violation of the Rules, shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of these rules.
- 6.3 **Enforcement.**
Any deviation from the Rules and Regulations may result in work stoppage. See West Bend Village Subdivision Rules and Regulations for more detail.
- 6.4 **Violations.**
Violations of ARC rules may be reported by any member of the community. All violations reported to the ARC must be in writing.

373 - 1343

Procedures for handling violations will follow those outlined under West Bend Village Subdivision Rules and Regulations Section 5, page 11 of the West Bend Village CC&R's.

6.5 Work Stoppage.

To protect the community, the ARC may implement work stoppages when the rules are not complied with.

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:

95 MAY 15 AM 8:10

MARY SUE PENHOLLOW
COUNTY CLERK

7

BY  DEPUTY
NO. **95-15835** FEE **105-**
DESCHUTES COUNTY OFFICIAL RECORDS

95-39684

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WEST BEND VILLAGE SUBDIVISION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for *West Bend Village, Subdivision* was recorded May 15, 1995, in Book 373, Page 1323, Deschutes County records, Deschutes County, Oregon and

WHEREAS, the said Declarations have been Amended by consent of more than 51 percent of the owners of Lots.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for *West Bend Village Subdivision* are hereby Amended as follows:

Section 3. RESTRICTIONS

3.1 Occupancy.

No Owner shall occupy, use or permit his Lot or any part thereof to be used for any purpose other than a private, single family residence for the Owner, their family or their guests.

In the event that the City of Bend approves proposed living quarters above garages, a maximum of two persons will be allowed and only one (1) additional automobile is allowed per living unit and must be parked alongside the garage on a concrete or asphalt pad.

If the proposed, above-garage living quarters receives City of Bend approval, and the Owner wishes to build and rent a above garage unit, the Owner must occupy the Primary residence at all times.

3.2 Improvements.

Each Lot within West Bend Village Subdivision shall be maintained in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Home building must be completed within one year from the start of construction. Yards and park strip must be

← After recording, return to:
BEND TITLE COMPANY
15 OREGON AVENUE, BEND

improved and landscaped not later than 90 days from occupancy including the park strip area between the sidewalk and curb; in the event that the house is completed in winter, a 60-day extension will be granted. Each owner shall attempt to preserve as many trees on each lot as possible. Builders shall not disturb adjoining lots. Each residence shall contain a minimum of 1,100 square feet. No T-1-11 or similar type of siding will be allowed on the exterior walls of any home, garage or any improvement. All exterior siding shall be approved by the Architectural Review Committee. Installation of underground sprinkler systems for front lawns and park strips of each home is mandatory. Each Owner shall install a concrete walkway or stepping stones from the curb to the sidewalk in front of each home. While the park strip in front of each home is within the street right-of-way, it is each homeowner's responsibility to install and maintain sprinklers within the park strip.

The developer will furnish each lot with a waterline pipe, which will be buried under the concrete sidewalk for hookup to the lot owner's underground sprinkler system.

3.22 Covered Porches.

All homes shall have covered porches and covered decks on the street-side of each home. Homes with front doors located in a different location other than the front, street-side of the home, must have porches and decks on the second side of the home at the front door's location. (See Section 3.18 for the lot numbers that could be affected by this provision). Enclosed front porches are not allowed.

3.25 Garages.

Lots with alley access are required to site garages and access at the rear of lot. Homes without alley access, and that face the main street, must site garages so that the front face of the garage is recessed at least eight (8') feet from the front face of the home except Lot #8, Phase #1 due to topography and consolidation of two lots to form Lot #8, Phase #1. Hillside lots may get an exception with ARC approval. Single car garages are acceptable. Garages must have a 6 in 12 roof pitch. Carports are only allowed (as an addition to full garages) and along existing garage to protect other vehicles, boats or RVs.

Section 6. ARCHITECTURAL REVIEW COMMITTEE

6.5 Liability.

The ARC shall initially consist of four members. Those members shall be Michael J. Tennant, Sandy Garner, Kurt Reynolds and Dano

Saarinen. A majority of the ARC may designate a representative to act for it. In case of death or resignation of any member, the remaining member or members shall appoint a successor. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed by said members. In the event of the deaths or resignations of all members of the ARC occurs without successors having been appointed, a majority of the owners shall elect the successors.

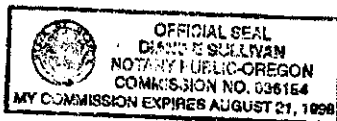
IN WITNESS WHEREOF, the Declarant has executed this Declaration this 18 day of November, 1995.

By Michael J. Tennant
Michael J. Tennant

STATE OF OREGON, County of Deschutes, ss:

The above-named MICHAEL J. TENNANT personally appeared before me and acknowledged the foregoing instrument as his voluntary act.

Before Me: [Signature]
NOTARY PUBLIC FOR OREGON



My commission expires: 8/21/98

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVICTIONS, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

95 NOV 13 PM 12:31

MARY SUE PENHOLLOW
COUNTY CLERK

BY: [Signature] DEPUTY

NO. 95-39684 FEE 150

DESCHUTES COUNTY OFFICIAL RECORDS