

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WEST PARK SUBDIVISION

These COVENANTS, CONDITIONS AND RESTRICTIONS ARE MADE BY Edwin L. Parker, Sharon Y. L. Parker, Jack Southward, Vicky D. Southward, Gene Minor and Joy Minor, as owners of the real property platted and filed in the Official Record of Deschutes County, as WEST PARK Subdivision, Bend, Deschutes County, Oregon.

The primary purpose of this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is to ensure the development and maintenance of a spacious, single family residential area with healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of WEST PARK.

1. USE: Each lot shall be for residential use. Homes or portions thereof may be rented by owners. No commercial activity, that is obvious from outside the home, shall be conducted in or from the property.

2. SPECIFICATIONS: No more than one detached single-family dwelling not to exceed two stories in height, not more than one three car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Basements, which include daylights, split-entry and split-level types shall not be considered in determining the number of stories in the dwelling. Each home will have a minimum of 1,600 square feet, excluding the garage.

3. TYPES OF STRUCTURES: All structures are to be site built and shall be of new construction. No structure shall be moved in from a point outside the property. Mobile Homes of any kind are not permitted in WEST PARK.

4. EXTERIOR FINISH: Exterior colors shall harmonize with the surrounding area and homes.

5. TIME OF CONSTRUCTION: All buildings constructed must be completed within twelve (12) months from the date the construction begins.

6. SETBACKS: Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating agency.

I. WEST PARK DECLARATION OF CC&R'S

✓ Edwin L. Parker
19645 Riverwoods Cir.
Bend, OR 97702

7. HOME LOCATION: Each home shall be located on each lot so as to be as compatible as possible with the natural surroundings and with other houses.

8. LANDSCAPE TIMING: All front yards shall be landscaped within six (6) months after the exterior of the residence is completed with no less than forty percent (40%) of it to be in grass.

9. TREES: All trees shall be left standing, except for those that need to be removed for the purpose of home construction, driveway or septic installation. Dead and dying trees may also be removed.

10. DRIVEWAYS: All driveways shall be asphalt, concrete or concrete pavers.

11. GARAGES: All homes must have, at least, a double garage, but not more than a triple garage.

12. ROOFS: All roofs must be composition shingles, tile, metal or cement composition type shakes. No all wood shake or wood shingle roofs are allowed.

13. APPEARANCE: Each parcel and its improvements shall be maintained in a clean and attractive condition, in good repair and in such condition so as to not create a fire hazard or be visually offensive.

14. SCREENING: All garbage, trash, yard cuttings, refuse and garbage containers, fuel tanks, clothes lines and other service facilities including wood storage shall be screened from view from the street and from neighboring properties.

15. LIVESTOCK, POULTRY, AND PETS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or other household pets.

16. DUMPING: No parcel shall be used for dumping rubbish, trash, yard clippings or trimmings, or garbage. All waste shall be kept in sanitary containers at all times and such containers shall be kept in good, clean condition at all times. No rubbish may be burned or buried on parcels in West Park.

17. RECREATIONAL/UTILITY VEHICLE STORAGE: Motorhomes, boats, travel trailers, utility trailers, recreational vehicles, etc. may be stored provided the following restrictions are adhered to:

(A) Subject vehicles must be stored on the property and off the street.

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(B) Vehicles must be stored on concrete, asphalt, or gravel parking strips and not on grassy areas where overgrowth causes unsightly conditions.

(C) Vehicles must be in good repair or screened from view from neighbors. Vehicles which are being restored, repainted or otherwise worked on for extended periods of time, and/or which would be considered unsightly must not be visible from the street or neighboring properties.

18. TEMPORARY RESIDENCE: No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary residence except, for a small structure which may be used by a contractor for a construction shack for the duration of the construction period.

19. UTILITIES: No above-ground utilities, pipes, delivery poles, or wire shall be used to connect improvements with supply facilities.

20. PRIMARY HEAT SOURCE: The primary heat source for each residence shall be natural gas and supplied by Cascade Natural Gas Company.

21. ENFORCEMENT: These restrictions shall be deemed to be for the protection and benefit of each owner or occupant of any portion of West Park and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including suit for injunction or for damages.

22. DURATION: The COVENANTS, CONDITIONS AND RESTRICTIONS of Park West 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 herein) for a period of thirty (30) 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 (10) years unless within one year prior to the expiration of such period the Covenants, Conditions, and Restrictions for West Park are terminated as set forth in this section.

23. INVALIDATION: Invalidation of any one of the forgoing Covenants, Conditions or Restrictions or any portion hereof by court order, judgement, or decree shall in no way affect any of other remaining provisions hereof which shall, in such case, continue in full force and effect.

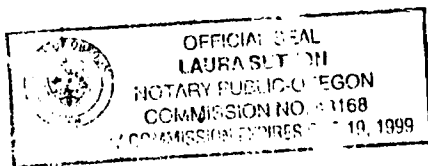
III. West Park Declaration of CC&R'S

24. OMISSION OR CONFLICT: When these Covenants, Conditions or Restrictions do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two shall apply.

25. EFFECT OF DECLARATION: The Covenants, Conditions, and Restrictions of this Declaration shall run with the land included in West Park and shall bind, benefit, and burden each lot in West Park including any additions thereto. The terms of this Declaration shall inure to the benefit and shall bind Declarants, all successors and assigns of Declarants and all owners of any lot in West Park, 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 West Park. The use restrictions and regulations set forth in this Declaration shall be binding upon all owners, leasees, licensees, occupants and users of the property known as West Park and their successors in interest as set forth in this Declaration, including any person who holds such interest as security for the payment of any obligation including the mortgage or other security holder in actual possession of any lot by foreclosure or otherwise any other person taking title from such security holder.

26. AMENDMENTS: This Declaration may be amended or modified at any time by the affirmative vote of fifty one percent (51%) or more of the then owners of the lots in West Park. Any amendment of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon. For this purpose, the recorded owner of each lot in West Park shall be entitled to one vote.

Dated this 23 day of December, 1995



OWNER

Edwin L. Parker
Edwin L. Parker

STATE OF OREGON)
) ss
County of Deschutes)

This instrument was acknowledged before me on 12-23-95
by Edwin L. Parker

Laura Sutton
NOTARY PUBLIC FOR OREGON
My Commission Expires 10-19-99

IV. WEST PARK DECLARATION OF CC&R'S

Dated this 23 day of December, 1995

OWNER



Sharon Y.L. Parker
Sharon Y.L. Parker

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on 12/23/95
by Sharon Y.L. Parker

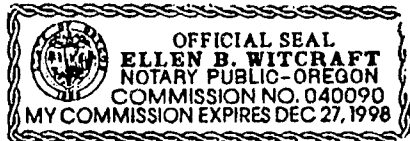
Laura Sutton
NOTARY PUBLIC FOR OREGON
My commission Expires: 10-19-99

OWNER

Jack Southward
Jack Southward

STATE OF OREGON)
)ss
County of Deschutes)

This instrument was acknowledged before me on 12-22-95
by Jack Southward



Ellen B. Witcraft
NOTARY PUBLIC FOR OREGON
My Commission Expires 12-27-98

V. WEST PARK DECLARATION OF CC&R'S

Dated this 22 day of December, 1995

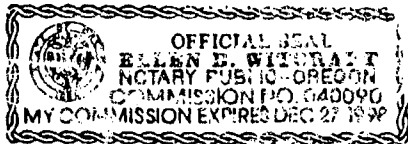
OWNER

Vicky D. Southward
Vicky D. Southward

STATE OF OREGON)

County of Deschutes)

ss

This instrument was acknowledged before me on 12-22-95by Vicky D. SouthwardEllen B. Witcraft
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-27-98

Owner

Douglas Gene Miner
Douglas Gene Miner

STATE OF OREGON)

County of Lane)

ss

This instrument was acknowledged before me on December 19, 1995by Douglas Gene MinerJanice M. Tarbet
NOTARY PUBLIC FOR OREGON
My Commission Expires May 4, 1998

VI. WEST PARK DECLARATION OF CC&R'S

394 - 2529

Dated this _____ day of December, 1995

OWNER

Joy L. Miner
Joy L. Miner

STATE OF OREGON)
)ss
County of Lane)

This instrument was acknowledged before me on December 19, 1995
by Joy L. Miner



Janice M. Tarbet
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 4, 1998

STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

95 DEC 26 11:02

MARY SUE PENHOLLOW
COUNTY CLERK

VII. WEST PARK DECLARATION OF CC&R'S

BY: T. Moore DEPUTY

NO. 95-44379 FEE 35.00
DESCHUTES COUNTY OFFICIAL RECORDS