

PROTECTIVE COVENANTS FOR
CLASSIC ESTATES
A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DON PETERMAN, the owner of

CLASSIC ESTATES
A Subdivision of Deschutes County, Oregon

does hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions and restrictions which shall run with the land and be for the benefit thereof, to-wit:

ARTICLE I

GENERAL RESTRICTIONS

1. There shall be a limit of one single family dwelling on each lot and no lots shall be subdivided.
2. All buildings shall comply with the Uniform Building Code presently in effect or as the same may be amended.
3. No building shall be constructed that will obstruct the view of any existing residence.
4. Minimum dwelling size shall be 1,200 square feet of living area, exclusive of porches, garages, patios, breezeways or basements or carports.
5. No dwelling shall be more than two stories in height exclusive of walkout basement area.
6. All roofs for any home must be of wood shingles or shakes. No metal roofing shall be allowed on any structure; asphaltic shingles shall be allowed on out-buildings or homes at the developer's discretion.
7. No mobile home or recreational vehicle shall be permitted or kept on the premises for use as a permanent residence.
8. All dwellings and out-buildings shall be of new construction.
9. No improvement to be constructed on the premises shall remain incomplete as to its exterior for a period longer than one year from the date upon which construction of the improvement was commenced.

10. No garbage, refuse, rubbish, or cuttings shall be deposited upon or left on the premises unless placed in an attractive container suitably located and screened from public view.

11. No fuel tank shall be maintained above ground on the premises unless screened from view.

12. No individual water supply or sewage disposal system shall be permitted on any site unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling public health authorities.

13. Any owner may raise horses or cattle for his own use or private sale, not to exceed a head total of two per acre. Reasonable poultry will be permitted on said land; all animals shall be properly maintained and fenced.

14. No obnoxious or offensive activity shall be carried on upon the premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No parcel shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or which will be obnoxious to the eye, nor shall any substance, thing, or materials be kept upon any lot that will emit foul or obnoxious odors, or that will cause noise that will or might disturb the peace, comfort or serenity of occupants of surrounding property. No billboards or advertising signs of any character shall be established, placed, permitted or maintained on any lot or improvement thereon except signs of reasonable size indicating property for rent or for sale. Name and address signs of occupants shall be of a design which is compatible with surrounding area.

15. No fence, wall or hedge in excess of five feet in height shall be permitted.

16. Don Peterman and heirs hereby reserve a right of way, with right of entry upon, over, under, along, across and through the said tracts of land for the purpose of erecting, constructing, operating, repairing and maintaining lines for the transmission of electrical energy, and for telephone lines, and/or for laying, repairing, operating and renewing any pipeline or lines for water, gas or sewage, and any conduits for electrical or telephone wires, and reserving to Don Peterman and heirs the sole right to convey the rights hereby reserved.

17. These restrictions may be amended or modified at any time by the affirmative vote of two-thirds of the then owners of the parcels in Classic Estates. For this purpose the record owner of each parcel of the land described above shall be entitled to one vote.

18. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the other remaining provisions hereof which shall, in such a case, continue to remain in full force and effect.

19. No building or structure is to be placed within 50 feet of the road on the front of the property, and no building or structure is to be placed within 30 feet of the side and back property boundaries of each parcel.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established. It shall consist of three members, and shall initially be composed of DON PETERMAN, JR. and KEVIN ERIC PETERMAN. A majority of the committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing.

Section 2. Construction and Alterations of Improvements. No person, association, or owner shall construct or reconstruct any improvement on any lot or alter or refinish the exterior of any improvement on any lot, make or change in any lot, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee in writing.

Section 3. Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural Control Committee, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

Section 4. Architectural Control Committee Discretion and Guidelines. The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and high design standards of CLASSIC ESTATES. Considerations such as color,

design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

Section 5. Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 3 the Committee shall conclusively be deemed to have consented to the proposal.

Section 6. Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

Section 7. Construction Time. No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

Section 8. Rules and Regulations. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 51 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

Section 9. Voting. A vote of 51 percent of the owners of the section can adopt, amend, or repeal such rules.

Section 10. Type of Building. No building other than a single-family dwelling for private use may be constructed on any lot. No building, whether intended for use in whole or in part as a main residential structure or for use as a garage or other outbuilding, shall be moved upon the premises. No mobile home, trailer or off-site constructed building shall be used as a residence or outbuilding.

Section 11. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or 1 year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

ARTICLE III

GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding upon all parties and all persons claiming

under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and may be brought by any property owner in the Addition or by the Architectural Control Committee. In case suit or action is instituted to enforce any of the provisions of these protective covenants, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees in addition to the costs and disbursements as provided for by statute.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 22 day of September, 1978.

CLASSIC ESTATES

BY:

Don Peterman
DON PETERMAN

STATE OF OREGON)

County of Deschutes)

ss.

Personally appeared DON PETERMAN and acknowledged the foregoing instrument to be his voluntary act. Before me:

William W. Johnson
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/2/80

15891

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 28 day of Nov AD. 19 78 at 2:20 o'clock P M., and recorded in Book 288 on Page 701 Records of Ore.

ROSEMARY PATTERSON

County Clerk

By Rhonda La... Deputy