

FOR

LOVESTONE ACRES and LOVESTONE ACRES, 1st ADDITION

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TOM TADEVIC INC., the owner of

LOVESTONE ACRES and LOVESTONE ACRES, 1st ADDITION  
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.

## ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee: An Architectural Control Committee (ACC) is hereby established. It shall consist of three members, and shall initially be composed of George T. Tadevic, and he shall designate additional members. 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. Uses Prohibited Without the Consent of Committee: Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a place to raise domestic animals of any kind, except for horses or llamas, or others approved by the ACC, and a reasonable number of household pets which are not kept, bred or raised for commercial purposes, and are not a nuisance to other owners. Any horses or llamas kept shall be for personal use only, and no domestic animals or any other animals shall be raised for commercial purposes.

(b) As a dumping ground for rubbish, trash, or garbage; and other waste shall not be kept except in sanitary containers at all times. All incinera-

tors or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions.

(c) No parcel shall be divided into smaller parcels for a period of ten (10) years from original purchase and at no time shall any parcel be less than one-half of the original size of the parcel as on the recorded plat.

(d) Service outbuildings, including tackrooms, barns and stables, shall be permitted, subject to ACC approval.

Section 3. Architectural Control Committee Consent: In all cases in which Architectural Control Committee consent is required, the following provisions shall apply:

(a) Material Required to be Submitted: Where consent must be acquired by lot owners, or any association of owners from the ACC, plans, specifications, and other material the Committee determined to be necessary to enable it to evaluate the proposal must be submitted at least thirty (30) days in advance of the occurrence which requires consent.

(b) Architectural Control Committee Discretion and Guidelines: The ACC 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 design standards of LOVESTONE. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the ACC reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

(c) Failure to Act: In the event the ACC fails to render its decision with respect to any proposed work within the thirty (30) days, the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent: ACC consent shall be revoked one (1) year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the ACC.

## ARTICLE II.

### RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas: Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas: No person, association, or owner shall construct or reconstruct any improvements on any lot or alter or refinish the exterior of any improvement on any lot, make

any change in any lot, including but not limited to fence construction, 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 ACC.

Section 3. Maintenance of Lots: Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 4. Type of Building: No building other than a single family dwelling for private use may be constructed on any lot. In addition, one detached building per lot shall be allowed, provided it is not used for dwelling, and it shall be of the same architectural style and exterior as the main structure. All buildings shall be finished in earth tones which blend with the natural surroundings and shall have shake or wood shingle roofs. No more than two and one-half (2½) acres of any lot shall be placed in pasture. No building shall encroach on any rock outcropping unless the lot owner first obtains the consent of the ACC.

Section 5. Signs: No commercial sign may be displayed to the public view from any parcel other than a "FOR RENT", "FOR SALE", or one used by a designer or builder to advertise that project during the construction and sales period. No sign shall be larger than five (5) square feet.

Section 6. Fences: Any fence constructed along a road within the subdivision shall be of a stripped pole type with three (3) horizontal poles and shall be five (5) feet high with ten (10) foot poles. The aim is to make all fencing along roadways of uniform size and quality.

Section 7. Trees: No trees shall be cut without the approval of the ACC. Generally, approval will be granted where necessary for building, view, or solar purposes provided the removal of trees does not unduly alter the natural condition of the property.

Section 8. Utilities: No above ground utilities, pipes, delivery poles, or wires shall be used to connect improvements with supplying facilities.

Section 9. Offensive or Commercial Activities: No noxious, offensive or commercial trade or activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots.

Section 10. Views: The height of improvements or imported vegetation and trees on a lot shall not materially restrict the view of other lot owners. The ACC shall be the sole judge of the suitability of such heights. If the ACC determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after thirty (30) days, the improvement, vegetation, or trees are not removed or reduced in height as di-

rected by the ACC, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 11. Independent Water System Prohibited: Independent water wells and systems are prohibited without the consent of the Committee.

Section 12. Lighting: No exterior lighting or noise-making devices shall be installed or maintained on a lot without written ACC consent.

Section 13. Driveways: All driveways must be composed of oil mat, concrete, or asphalt and shall have a minimum width of twelve (12) feet. Only one driveway shall be permitted per lot. Circular driveways will be permitted when approved by the ACC.

Section 14. Easements: There shall be reserved to Seller and the future owners of all parcels of LOVESTONE the existing easements of record as shown on the official plat.

Section 15. Construction Completion: No more than twelve (12) months construction time shall elapse for the completion of a permanent dwelling once construction has begun.

Section 16. Living Area. No residence shall be constructed with less than 1500 square feet of living area. Residences of smaller square footage may be approved by the ACC.

Section 17. Motor Vehicles: No motorized vehicles other than automobiles may be operated on the property in the project, except farm implements.

Section 18. Trailers: No trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be stored within 50 feet of a lot line or easement. Any of the above described off-road vehicles shall be screened from view from a road or neighboring lots. Any exception to this rule must be approved by the ACC. Commercial vehicles weighing in excess of one (1) ton, and any non-operational motor vehicles shall not be parked or stored on the property.

Section 19. Setbacks: All proposed buildings must have a 50-foot setback from any road or lot line. Any exception to this rule must be approved by the ACC.

### ARTICLE III.

#### GENERAL PROVISIONS

Section 1. Term: The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of

thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time during this term an instrument signed by a majority of the then owners of the existing lots may, by a recorded document, agree to change said covenants in whole or in part.

Section 2. Enforcement: The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction of for damages, or both, by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors and assigns; and a failure, either by the owners named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability: 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 case, continue to remain in full force and effect.

Section 4. Attorney's Fees: In the event suit or action be instituted to enforce any of the terms or conditions of this document, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate courts.

Section 5. Voting: Each lot or permitted division of a lot shall be entitled to one(1) vote.

Section 6. Amendment: These Covenants, Conditions and Restrictions may be amended by obtaining written approval of the proposed amendment from Owners of seventy-five percent (75%) of the lots, as provided for in accordance with Section 1 of Article III.

Section 7. Discharge of Weapons: No person shall fire or discharge any gun or other weapon, including spring or air activated pellet guns or weapons which propel projectiles by use of bow, sling, explosive, jet air rocket propulsion, except in defense or protection of his property, person or family.

DATED THIS 5 day of Oct, 1981.

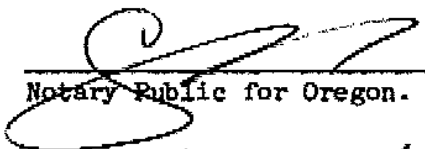
TOM TADEVIC, INC.

By: Tom Tadevic, President

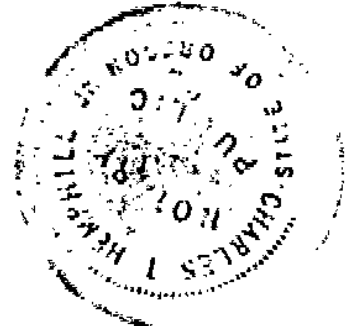
STATE OF OREGON     )  
                               )ss.  
 County of Deschutes)

On this 5 day of Oct, 1981, before me appeared Tom Tadevic, to me personally known, who being duly sworn, did say that he, the said Tom Tadevic, is the President of Tom Tadevic, Inc., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Tom Tadevic acknowledges said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

  
 Notary Public for Oregon.

My commission expires 1-22-85



7564

STATE OF OREGON  
 County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 6 day of Oct A.D. 1981 at 2:36 o'clock P M. and recorded in Book 348 on Page 532 Records of Deschutes

ROSEMARY PATTERSON  
 County Clerk

By Deane P. Patton Deputy