

BUILDING AND USE RESTRICTIONS
FOR
LOWER BRIDGE ESTATES JOINT VENTURE

Johnson's Parkway Realty, Inc., an Oregon corporation, and Rodney K. Houser, Gerald A. Dowd, DBA Lower Bridge Estates Joint Venture, being the owner of the subdivision known as Lower Bridge Estates, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does hereby, by these presents, subject said subdivision, and the whole thereof, to the following building and use restrictions:

1. LAND USE AND BUILDING TYPE: All lots are restricted to residential use and to single family dwellings. There shall be no more than one detached single family dwelling erected, altered, placed or permitted to remain on any lot without the written consent of the Architectural and Building Committee.

No trailer, tent, shack or other structure shall be erected, altered, placed or permitted to remain on any lot or lots other than one single family dwelling, and a private attached garage. Other outbuildings incidental to residential use may be allowed by approval of the Architectural and Building Committee for storage of vehicles, boats and trailers. A suitable constructed building may be erected for servants and/or guest quarters subject to approval of the Architectural and Building Committee. No trailer, basement, tent, shack, garage or other type of building shall at any time be used as residence either temporarily or permanently nor shall any structure of a temporary character at any time be used as a residence either temporarily or permanently. No building or any part thereof shall be erected, maintained or used on said premises for apartments, manufacturing or commercial purpose. No building shall be moved on any lot unless it meets the requirements herein set forth and is approved by the Architectural and Building Committee. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Parking of heavy duty vehicles on lots or streets shall be deemed a nuisance. The use of snowmobiles, motorcycles or other powered vehicles is expressly forbidden in, to or on common area and lots except for regular transportation. Snowmobiles, motorcycles, boats, or any other recreational vehicle must be either stored or screened from sight.

2. DWELLING SIZE: Any dwelling shall contain a minimum of 1200 square feet of enclosed floor area. The words "enclosed floor area" as used herein shall mean and include in all cases enclosed and finished for all year occupancy and shall not mean or include any areas in basements, garages, porches or attics, provided, however, that certain interior areas above the first

floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at a later date without any structural changes being made in the exterior of the residence.

Architectural and Building Committee hereby reserves the right to reduce any of the floor area requirements set forth above, provided such total reduction for any one residence may not exceed 10% of such minimum floor areas requirements for such residence.

3. BUILDING HEIGHT: In order to insure maximum view from adjacent lots, the Architectural and Building Committee will determine the allowable height on each lot. It is expected certain lots will be limited to one story.

4. SETBACKS: Rather than arbitrary setbacks, the Architectural and Building Committee must approve the proposed site plan of each residence as it relates to its property lines to protect within reason the view and privacy of his neighbors. In any event, setbacks must conform to minimum requirements of Deschutes County.

5. BUILDING COMPLETION LIMITATION: Construction of any dwelling upon any lot shall be completed, including exterior decoration within one (1) year from the date of the start of such construction.

6. FENCES AND LANDSCAPING: All fences shall be approved by the Architectural and Building Committee before construction shall begin. Fences shall be constructed of all new material unless they are of the rustic split rail design. Wood rail with treated post are encouraged. No fences, hedge, walk or barrier located on a building site shall have a height greater than six (6) feet above the finished grade surface on which located. No shrub, tree, hedge, fence, wall or barrier shall be placed, located or erected so as to restrict the view or outlook of any lot owner in the Lower Bridge Estates. Fences must be kept in good repair and presentable condition at all times.

7. STORAGE: Stored firewood, garbage cans, hanging or drying clothes, boats, camp trailers, snowmobiles, motorcycles or any vehicles that are in the process of being overhauled shall not be visible from any lot or road. Dumping of trash will be prohibited.

8. SWIMMING POOLS: Swimming and wading pools may be constructed on any lot or lots provided setback lines are observed as herein set forth and approval is obtained from the Architectural and Building Committee.

9. **SEPTIC TANK SYSTEMS:** All systems are required to be installed by State of Oregon licensed septic system contractors in accordance with applicable Oregon Administrative Rules and in accordance with the design approved for Lower Bridge Estates. Septic specifications must be approved by the Architectural and Building Committee.

10. **TREES:** An owner shall not remove from a lot any tree without first obtaining approval from the Architectural and Building Committee.

11. **MAIL OR NEWSPAPER BOXES:** All such receptacles must be approved by the Architectural and Building Committee. It is expected construction will be of wood or wood covered if metal boxes are used.

12. **SIGNS:** No signs or other advertising device shall be erected or maintained upon any part of the said property; except that (a) for sale or rent, may be erected, a sign not to exceed 18" X 24" (inches). Such signs shall be only those approved by the Architectural and Building Committee. The Architectural and Building Committee may limit the number of for sale signs in any given area. In such instances, signs will be allotted on a just and equitable basis. (b) Declarant may erect and maintain on said property such buildings and advertising devices as he deems necessary and proper in connection with the conduct of his operations for the development, improvement, subdivision and sale of said property.

13. **DESIGN, COLOR AND USE OF MATERIAL:** The external design of the residences in Lower Bridge Estates are expected to harmonize with each other. All outbuildings and garages are to be of the same design and materials as the residences. Architectural and Building Committee must approve all exterior siding and colors for all residences. Exterior lighting must be controlled so as not to disturb residences of adjacent property. No mobile homes shall be permitted.

14. **EXTERIOR AIR CONDITIONING AND HEATING SYSTEMS:** All exterior air conditioners or heating units must be installed with approval by the Architectural and Building Committee. The noise factor and appearance shall be of prime importance in determining whether or not such exterior units shall be approved.

15. **ANIMALS:** Animals are permitted on such lots that are approved by the Architectural and Building Committee only, and only areas that are sufficiently irrigated. In no case shall more than one (1) animal per irrigated acre be allowed. Poultry, goats and swine shall not be permitted at any time.

16. **EASEMENTS:** For installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

17. LOWER BRIDGE ESTATES, their heirs and assigns, 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 erections, 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 of lines for water, gas or sewage, and any conduits for electric or telephone wires, and reserving to Lower Bridge Estates, their heirs and assigns the sole right to convey the rights hereby reserved.

18. EXCAVATION: There shall be no excavation on any of these parcels for gravel, cinders or top soil.

19. ARCHITECTURAL AND BUILDING COMMITTEE: There is hereby formed an architectural and building committee which shall consist of three people, being the developer and two other owners of land in the development appointed by the developer, and said architectural and building committee shall serve until ninety (90%) percent of the lots in the development are sold, at which time the Home Owners Association of the development shall assume all responsibility of electing or appointing any architectural or building committee.

Approvals herein required by the architectural or building committee are solely for the purpose for appearance and compatibility only. The owner is responsible for sound construction and adherence to the State and County codes.

Generally the Architectural and Building Committee will be responsible for the approval of plans and specifications for the development of private areas and for the promulgation and enforcement of rules and regulations governing the use and maintenance of private areas and the improvement thereon.

Neither the Architectural and Building Committee nor any member thereof shall be liable to any unit owner or the Administrator of Sunriver for any damage, loss or prejudice suffered or claimed on account of any action or failure of the Committee or a member thereof, provided only that the member, in accordance with actual knowledge possessed by him, has acted in good faith.

20. ARCHITECTURAL CONTROL: No building, fence or other structure shall be erected, placed or altered and remodeled on any of the lots inclusive in Lower Bridge Estates until the building plans, specifications and plot plans showing the location of such buildings and landscaping have been approved by the Architectural and Building Committee or its authorized representative for appearance and for conformity and harmony of external design with the existing structures in the area, location of the building with respect to property and building

setback lines and conformance with the intent and purposes of these Building and Use Restrictions.

21. 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 Lower Bridge Estates. For this purpose the recorded owner of each parcel of land described above shall be entitled to one (1) vote.

Any person purchasing a lot within Lower Bridge Estates Subdivision hereby acknowledges and accepts the present use and future development for mining purposes of the adjoining lands to the north and west zoned Surface Mining (SM) and Surface Mining Reserve (SMR). Any purchaser accepts the outright and conditional uses permitted within these zones on the land indicated. Any purchaser acknowledges the need in Deschutes County for these mining uses and that the property indicated best meets these needs. Any purchaser further acknowledges that use of the adjoining mining properties pursuant to Deschutes County Zoning Ordinance No. PL-15, Section 4-110, Surface Mining Zone, and Section 4-110, Surface Mining Reserve Zone, is not to be a private nuisance nor an actionable public nuisance within the meaning of Oregon Revised Statutes 103.127.

22. GENERAL PROVISIONS: Failure by the Association, or by any owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any owner constructs or permits to be constructed any improvements on his property which will violate any provision of this Declaration, the Association may, no sooner than sixty (60) days after delivery to such owner of written notice of the violation, enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such declaration in such manner as to make it conform thereto with the reasonable cost of such action to be charged against the owner's land.

23. SERVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

24. NO RIGHT OF REVERSION: Nothing herein contained in this declaration or in any form of deed which may be used by declarant, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in declarant or the Association any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

25. WAIVER: Benefit of provisions, waiver; the provisions contained in the declaration shall bind and inure to the benefit