

14501

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
MORNINGSTAR, PHASE I

A subdivision of Deschutes County, Oregon

Owner and developer, Lawton U. Noe and Helen J. Noe, dba
L&H Development Co., being the sole parties having an interest in those
portions of Section 15, Township 17 South, Range 12 East of the Willamette
Meridian, platted and filed of record as "Morningstar Subdivision, Phase I",
Deschutes County, Oregon, do hereby and by these presents subject said
subdivision, and the whole thereof, to the following Protective Covenants,
Restrictions, and Conditions:

Part A - Architectural Control

1. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, and harmony of external design with respect to topography, and finish grade elevation. Submission of materials to the Architectural Control Committee shall be ten days in advance of when such approval is needed. The approval stamp and signature of the Architectural Control Committee will be required before applying for a building permit from the governing agency.
2. 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 a particular lot or incompatible with the neighboring property within Morningstar, Phase I. 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. Application for such approval shall be made to the Architectural Control Committee, whose membership and procedure is set forth in Part C hereof.

Part B - Land Use and Building Type

1. Occupancy and size
 - a. No lot shall be used except for residential purposes.
 - b. No building shall be erected which shall exceed two and one-half stories in height and a private garage for not less than two cars.
 - c. No residence shall be constructed of less than 1,400 square feet of living area, exclusive of garages, porches, and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials and have an appearance which will conform to the residence.

Part B - Land Use and Building Type (Continued)2. Building Location

- a. No building shall be erected, any portion of which is located closer than the minimum setback lines stipulated by the governing agency which issues the building permit for the structure.
- b. Each building shall be located on each parcel so as to remain as compatible as possible with the natural surroundings and with other residences.

3. Fences

Any fences constructed shall not be over seventy-two (72) inches in height, and shall be constructed of wood materials.

4. Chimneys

All fireplace chimneys must be constructed from ground level, and consist of pumice or concrete blocks, bricks, stone and masonry, or comparable fire-resistant materials. Chimneys from wood stoves shall be boxed in by wooden walls or otherwise be treated so as to conform with generally accepted building practices in the Deschutes County area. Such conformance shall be solely determined by the Architectural Control Committee.

5. Roofs

All homes shall have roofs of split or sawed wood shingles or shakes, ceramic clay tile, or comparable material.

6. Time of Construction

All buildings constructed must be completed within six months from the date construction is commenced, exclusive of inside finish work, which shall be completed within twelve months of the date construction is commenced.

7. Building Exteriors

- a. The use of new materials on all exterior surfaces will be required; used brick may be permissible if approved by the Architectural Control Committee.
- b. Anodized window frames or the equivalent will be required, however wood windows may be used when approved by the Committee.
- c. Exposed metal will be covered or treated to eliminate a flashy appearance.
- d. Use of T-1-11 or comparative materials are prohibited unless approved by the Committee.

8. Mobile Structures

No building, whether intended for use in whole or part as a main residential structure, or for use as a garage or other out-building, shall be moved upon a lot.

9. Driveways

All driveways shall be asphalt. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

10. Oil and Mining Operations and Excavation

No oil development operations, or mining operations will be allowed on any lot. Also, no excavation for gravel, cinders, or soil will be allowed on any lot, except for house construction or household purposes.

11. Landscape Timing

Prior to occupancy of a residence, a landscaping plan for the entire property will be presented to the Architectural Control Committee for review, with not less than thirty days for approval of said plan from date of submittal to Committee.

Plan will include complete landscape scheme along with a landscape completion date not to exceed sixty days from completion of outside of building unless the Committee should grant an extension due to adverse weather conditions.

12. Sign Distance at Intersections

No fence, wall, hedge, or shrub planting which will obstruct sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain, on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a corner property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway's pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Nuisances

- a. No odorous or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- b. No gasoline may be stored in bulk tanks upon the property, either above or below ground.
- c. No garbage or refuse will be allowed to remain on any property unless stored in sealed containers.

14. Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, with the exception of dogs, cats, or household pets which may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

15. Signs

No signs may be displayed to the public view from any lot, other than a "For Sale," "For Rent," or one used by a builder to advertise said property during the construction and sales period. No sign shall be larger than five (5) square feet, other than those furnished by the municipality.

16. Maintenance of Lots

Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in fashion as not to create a fire hazard.

17. Appearance

All garbage, or garbage containers, clothes drying apparatus or lines, and other facilities shall be screened from view from neighboring lots in a manner approved by the Architectural Control Committee.

18. Antennas

The installation of outside antennas or wire is prohibited, unless specific permission is granted in writing from the Architectural Control Committee. Such permission will only be granted if TV cable is not accessible.

19. Unless the Committee has consented in writing, no parts of said property shall be used as a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles. Except in that area commonly known as the residence rear yard area.

Part C - Architectural Control Committee

1. Membership. The Architectural Control Committee is composed of:

- a. Lawton U. Noe, 2964 NE Lotno Drive, Bend, Oregon
- b. Helen J. Noe, 2964 NE Lotno Drive, Bend, Oregon
- c. Rod E. Krevig, 745 NE 12th Street, Bend, Oregon

In the event of death or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. None of the members of the Committee or their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the present owners of the majority of the platted and recorded lots shall by written and signed order, have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee, or restore to it any of its powers and duties or change the Protective Covenants, Restrictions and Conditions herein contained. The developer of Morningstar, Phase I, shall be considered to hold a majority of the platted and recorded lots as long as the developer shall own one of the lots.

2. Effective Period of Consent

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

3. Construction and Alteration of Improvements

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, whether by excavation, fill or alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees on a lot unless such person, association or owner has first obtained the consent thereto of the Architectural Control Committee.

Part D - General Provisions

1. Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a fifty-one percent (51%) majority of the present owners of the platted and recorded lots has been recorded, agreeing to change said covenants in the whole or in part, in successive periods of five (5) years.

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.

3. Severability

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

IN WITNESS WHEREOF, the owners and developers of Morningstar
Subdivision, Phase I, have caused this instrument to be executed for re-
cording as the Protective Covenants, Restrictions, and Conditions for
Morningstar Subdivision, Phase I, this 20 day of November, 1979.

L & R DEVELOPMENT COMPANY

Lawton U. Noe
Lawton U. Noe

Helen J. Noe
Helen J. Noe

STATE OF OREGON)
(County of Deschutes) ss:

November 20, 1979

Personally appeared the above named Lawton U. Noe and Helen J. Noe,
of the L & R Development Company, and acknowledged the foregoing instrument as
their voluntary act.

Before me: Anthony C. Reiser
Notary Public for Oregon

My commission expires: Nov. 6, 1987



14501

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was accepted for Record
on 20 day of Nov, A.D. 19 79
at 1:55 o'clock P. M., and recorded
in Book 311 on Page 849 Records
of Deschutes

ROSEMARY PATTERSON

County Clerk

By Rhonda Lang Deputy