

92-29804

"PONDEROSA ESTATES SECOND ADDITION"

A Subdivision of Deschutes County, Oregon

PROTECTIVE COVENANTS, CONDITIONS and RESTRICTIONS

Owner and developer, PONDEROSA DEVELOPMENT COMPANY, INC., an Oregon Corporation, being sole party having an interest in those portions of the Northeast one quarter of the Southeast one quarter of Section 10, Township 18, Range 12 East of the Willamette Meridian, platted and filed of record as "SECOND ADDITION TO PONDEROSA ESTATES", Deschutes County, Oregon, do hereby and by these presents subject said subdivision and the whole thereof to the following Protective Covenants, Conditions and Restrictions:

1. Occupancy and size
 - a. All lots shall be used solely for residential purposes.
 - b. No building shall be erected or constructed upon any lot which exceeds two and one-half stories in height or has a private garage for more than four vehicles.
2. Building Location
 - a. No building shall be erected or constructed upon any lot, any portion of which shall be within: (i) 25 feet of the front lot line, (ii) 25 feet of the rear lot line, or (iii) 15 feet of any side lot line.
 - b. For the purpose of this covenant, eaves, steps, open porches and decks shall be considered as part of the building.
3. Fences
 - a. No chain link fences will be allowed. No fence shall be constructed on any lot over seventy-two (72") in height.
4. Time of Construction
 - a. Construction of a building shall be completed within 12 months of the date construction is commenced. Interior finish work and delays caused by Acts of God, labor disputes, material and supply shortages beyond the control of the builder are expected.

FIRST AMERICAN TITLE CO.
OF DESCHUTES COUNTY
P. O. BOX 323
BEND, OREGON 97709

RECORDED BY FIRST AMERICAN TITLE CO. OF DESCHUTES
COUNTY /S/ AN ACCOMMODATION ONLY. NO LIABILITY IS
ACCEPTED FOR THE CONDITION OF TITLE OR FOR THE VALIDITY,
SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

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5. Building Exteriors

- a. Unless otherwise approved by the Architectural Control Committee, only new materials shall be used on all exterior surfaces, except used brick shall be permissible. It is intended by the developer that all exterior materials are to be indigenous to the Northwest.
- b. All exterior surfaces shall be finished with wood stain except paint may be used for trim or accent panels if it is in harmony with existing buildings.

6. Roof

All buildings shall have Class A Fire-rated roofing.

7. Mobile Structures

- a. No modular home, mobile home or other preconstructed building of any kind shall be moved or placed upon any lot.
- b. No motor home, camper, trailer, camping equipment or boat shall be stored or used for overnight living accommodations on any lot or street.

8. Size or Residence

- a. No residence shall be erected, constructed or maintained on any lot unless it contains at least 1600 square feet, exclusive of garages, carports, open porches, patios, breezeways and any building structure or floor which is other than a part of the principal residential structure.

9. Driveways

- a. All driveways shall be concrete or paved and there shall be no excavation on any lot for gravel or cinders.

10. Trees

- a. No existing trees may be removed or disturbed without the express written permission of the Architectural Control Committee. It being the purpose of this section to preserve the natural

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beauty of all lots despite the possible increased costs brought about by this requirement.

11. Landscaping

- a. All front yards shall be landscaped within six (6) months after completion of the exterior of a residence on the lot. Front yards shall contain not less than 40% grass. The remainder of the front yard shall be naturally landscaped or covered with bark chips in a professional manner and appearance.
- b. All yards and grounds in connection with an improved lot shall at all times be kept in a neat and sightly condition and shall be cultivated and planted to the extent necessary to maintain an appearance in keeping with that of typical improved lots in the subdivision.
- c. All vacant lots in this subdivision shall at all times be free of rubbish and litter; weeds and grass shall be kept mowed so as to present a tidy appearance

12. Sight Distance at Intersections

- a. No fence, wall, hedge or shrub planting 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended, which will obstruct sight lines at elevations between 2 and 6 feet above the roadways. the same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

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13. Nuisances

- a. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- b. No pets or domestic animals shall be permitted to run loose or unattended.
- c. No excessive or unnecessary noise shall be generated by vehicles, appliances, tools or pets.
- d. No gasoline shall be stored in a bulk tank located on any lot, either above or below grounds.
- e. No garbage or refuse will be allowed to remain on any lot unless stored in sealed containers.

14. Livestock and Poultry

- a. 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 that they are not kept, bred or maintained for any commercial purpose.

15. Signs

- a. No sign or other advertising device shall be erected or maintained on any lot except for a "For Sale" sign or a sign used by a builder to advertise a lot and residence for sale during the construction and sales period. No sign shall be larger than three (3) square feet, other than those furnished by developer or its agents.

16. ARCHITECTURAL CONTROL

- a. 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, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

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- b. No fence, wall or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications have been approved by the Architectural Control Committee.

17. Architectural Control Committee

- a. Membership. The Architectural Control Committee is composed of: Gary D. Hughes and Patty Hughes. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative(s) shall be entitled to any compensation. At any time, the then owners of a majority of the lots in the subdivision may change the membership of the Committee or withdraw from or restore to it any of its powers and duties by a written instrument signed by a majority of the owners and recorded in the deed records of Deschutes County, Oregon.

18. Maintenance of Property

- a. Each lot and all of its improvements shall be maintained in a clean and attractive condition, in a state of good repair and in such a fashion as not to create a fire hazard or visual pollution.

19. Firearms

- a. No firearms, air pistols, archery, sling shots or any other weapons or projectiles shall be used or discharged anywhere within the subdivision.

20. Parking and Storage

- a. No parking or storage of any vehicle or trailer used for commercial purposes shall be allowed at any time within the subdivision. This provision includes, but is not limited to, trucks larger than one (1) ton in size and all other vehicles which may be considered of a commercial nature.

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- b. Except as specifically prohibited in Sections 7 and 10, storage of vehicles, motor homes, trailers, pickups, boats and trailers shall only be allowed if screened from sight from streets within the subdivision. These items shall be concealed by a solid fence, wall or other screen of at least 72" inch height located on or behind a line extending from the front line of the residence.

21. General Provisions

- a. Term. These covenants are to run for the benefit of each of the lots in the subdivision 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 automatically extended for successive periods of five (5) years, unless a written instrument signed by a majority of the then owners of all of the lots is recorded in the deed records of Deschutes County, Oregon, agreeing to change said covenants in whole or in part.
- b. Enforcement. If any of the restrictions, covenants or conditions are violated, or if it appears that an attempt to violate will be made, any owner of any lot shall be entitled to prosecute any proceeding for the purpose of preventing the violation or recovering damages or requiring the correction or removal for any violation. The Architectural Control Committee, as a committee, shall also have authority to institute and prosecute such proceedings on behalf of any owner or owners of lots in the subdivision. No failure to prosecute any person for any violation or attempted violation shall deemed a waiver of a right to enforce any such violations by the same person or other persons. The prevailing party shall be entitled to recover costs and a reasonable attorney's fee, both trial and appellate, in any such proceeding.
- c. Severability. Invalidation of any of the covenants, conditions or restrictions by legislative, judicial or administrative action, shall in no way affect any of the other provisions which shall remain in full force and effect.

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- d. Benefit. The provision herein shall be binding upon and inure to the benefit of the successors, heirs and assigns of the owners and all lot purchasers, users and owners.
- e. Captions. The captions used in these covenants, conditions and restrictions are for convenient reference only, and are not a part of the covenants, conditions and restrictions, and are not to be considered in construing or interpreting these covenants, conditions and restrictions.

IN WITNESS WHEREOF, the owner and developer of "PONDEROSA ESTATES" subdivision has caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for "SECOND ADDITION TO PONDEROSA ESTATES" this 4th day of SEPTEMBER, 1992.

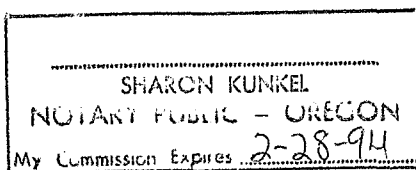
PONDEROSA DEVELOPMENT COMPANY
INC., an Oregon Corporation

By: Gary D. Hughes
President

By: Patricia K. Hughes
Secretary

STATE OF OREGON }
 } ss.
County of Deschutes }

On Sept 4, 1992, personally appeared before me the above-named Gary D. Hughes President and Secretary, respectively, of Ponderosa Development Company, Inc., and Oregon corporation, and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of said corporation.



Mary S. Penhollow
Notary Public for Oregon

My Commission Expires: 2/28/94

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:

92 SEP -9 AM 11:59

MARY SUE PENHOLLOW
COUNTY CLERK

BY: T. Moore DEPUTY

NO. 92-29804 FEE 35.00
DESCHUTES COUNTY OFFICIAL RECORDS