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COVENANTS, CONDITIONS AND RESTRICTIONS

VOL 332 PAGE 419

FOR

SUNBURST PARK

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Dean K. Thomson and Ruth E. Thomson the owners of

SUNBURST PARK

A subdivision of Deschutes County, Oregon

do 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 Dean K. Thomson, Sharon Laws and Ruth E. Thomson. 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) No owner shall place or construct anything over or across the C.O.I. Canal lateral running through Sunburst Park without the prior approval of the Architectural Control Committee and C.O.I. Water-Master.

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(b) As a place to raise domestic animals of any kind except for those 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.

(c) As a dumping ground for rubbish, trash, or garbage; and other waste shall not be kept except in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions.

(d) 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.

(e) Service outbuildings shall be permitted, subject to ACC approval.

Section 3. Architectural Control Committee Consent:
In all cases in which ACC 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 fifteen (15) 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 SUNBURST PARK. Considerations such as color, design, view, effect on other lots, solar insolation, 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 fifteen (15) days granted it in Section 3 (a) 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. No mobile home or trailer may be used as a residence. Optimum use of passive solar heating is encouraged. Two-car garages shall be standard.

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 builder to advertise that property during the construction and sales period. No sign shall be larger than five (5) square feet.

Section 6. Utilities: No above ground utilities, pipes, delivery poles, or wires shall be used to connect improvements with supplying facilities.

Section 7. 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 any thing done on a lot which interferes with or jeopardizes the enjoyment of other lots.

Section 8. 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 directed 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 9. Solar Rights: The height of/or location of improvements or imported vegetation and trees on a lot shall not materially restrict or appreciably reduce the benefits of solar insolation and collection upon any other residence.

Section 10. Lighting: No exterior lighting or noise-making devices shall be installed or maintained on a lot without written ACC consent.

Section 11. Driveways: All driveways must be composed of oil mat, concrete, or asphalt and shall have a maximum width of twelve (12) feet. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

Section 12. Easements: There shall be reserved to Seller and the future owners of all parcels of SUNBURST PARK the existing easements of record, and an easement along existing roads for waterlines and other utilities for the benefit of all parcels of SUNBURST PARK.

Section 13. Construction Completion: No more than nine (9) months construction time shall elapse for the completion of a permanent dwelling once construction has begun. Any work in constructing or erecting any building or other structure or improvement shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein.

Section 14. Living Area: No residence shall be constructed with less than 1400 square feet of living area. Residences without solariums shall be no less than 1500 square feet of living area.

Section 15. Motor Vehicles: No motorized vehicles other than automobiles may be operated on the property in the project.

Section 16. Trailers: Trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles shall be stored and 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 on the property or roadway.

Section 17. Setbacks: All proposed buildings must meet minimum County setback requirements from any road or lot line.

Section 18. Roof Restrictions: Minimum roof pitch shall be 7:12 except homes with solariums shall have a minimum 5:12 roof pitch.

Section 19. Landscaping: All front yards shall be landscaped in a professional manner within six (6) months after exterior of residence is finished. No less than thirty (30) per cent of front yard to be in grass, the rest to be natural, with predominantly bark chips, evergreen shrubs and trees and disease-resistant deciduous trees used as additional landscape materials.

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 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: The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or 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, judgement, 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 appellate courts.

Section 5. Voting: Each 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 (70) per cent of the lots.

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 propels projectiles by use of bow, sling, explosive, jet air rocket propulsion, except in defense or protection of his property, person or family.

Dean K. Thomson

Dean K. Thomson

Oct. 22, 1980

Date

STATE OF OREGON, County of Deschutes, 10-22, 1980.

Personally appeared the above named Dean K. Thomson and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Mary Beth Wise

Notary Public for Oregon

My commission expires: 3-14-83

Ruth E. Thomson

Ruth E. Thomson

October 22, 1980

Date

STATE OF OREGON, County of Deschutes, 10-22, 1980.

Personally appeared the above named Ruth E. Thomson and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Mary Beth Wise

My commission expires: 3-14-83

(OFFICIAL
SEAL)

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instru-
ment of writing was received for Record
the 21 day of Nov A.D. 1980
at 8:00 o'clock A M., and recorded
in Book 332 on Page 419 Records
of Leeds
ROSEMARY PATTERSON
County Clerk
By Deane Patterson Deputy

