

VOL: 2001 PAGE: 23435
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2001-23435 * Vol-Page

Printed: 05/17/2001 15:56:21

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: May. 17, 2001; 3:56 p.m.

RECEIPT NO: 35807

DOCUMENT TYPE: Planned Community
 Subdivision Declaration

FEE PAID: \$51.00

NUMBER OF PAGES: 5

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2001-23435-1

PLANNED COMMUNITY SUBDIVISION DECLARATION
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
for
TANGLEWOOD SUBDIVISION, PHASE SEVEN
DESCHUTES COUNTY, OREGON

DECLARANT: GLENCO INVESTMENTS, INC.

The primary purpose of these restrictions is to insure the development and maintenance of a spacious, single-family residential area where liberal yards and open space insure healthful and safe living conditions, to create a quiet neighborhood, and to protect the value, desirability and attractiveness of Tanglewood Phase VII.

The undersigned, being the sole owner of the property described above, in order to provide for the objective set out in the above statement of purpose, does hereby subject said property, and each division or part thereof, to the following building and use restrictions:

1. General Covenants:

- a. Use: Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property.
- b. Subdivision. No lot may be subdivided.
- c. Nuisances. No activity shall be carried on upon any Lot or permitted thereon which may be or becomes a nuisance to the neighborhood.
- d. Pets: No animals other than domestic pets shall be kept on any part of Tanglewood Phase VII and domestic pets shall not be kept, bred, or maintained for commercial purpose.
- e. Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped stored, disposed of, or otherwise placed on any part of the subdivision. Garbage and similar solid waste shall be placed in sanitary containers well suited for that purpose.
Dumping: No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No rubbish may be burned or buried on or near Tanglewood Phase VII or anywhere else in or near the Tanglewood subdivision.

2. Specifications: Not more than one detached single-family dwelling not to exceed two stories in height, not more than one three car garage, and not more than one accessory building incidental to residential use shall be constructed on any lot. The accessory building not to exceed 9' in height including the roof. Basements, which include daylights, split-entry and split-level types, shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 2,200 square feet excluding the garage.

Each home will be located on each parcel so as to keep as compatible as possible with the natural surrounds and with other houses.

a. Material Guidelines:

1. No T-1-11 is acceptable on any side of a house.
2. Each home shall be required to have a minimum of 250 sq. ft. of stone or cultured stone on the front exterior.
3. Exterior paint colors shall harmonize with the surrounding area and all colors are subject to the approval by the Design Control Committee.

After recording, return to:
Hickman Williams & Associates
805 SW Industrial Way, Suite 10
Bend, OR 97702

3. Time of Construction: All buildings constructed must be completed within nine (9) months from the date construction commences.
4. Landscape Timing: All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than fifty percent (50%) of the front yard to be in grass. Natural landscaping will be permitted where deemed appropriate by the Design Control Committee provided that weeds are not prevalent. The use of gravel and cinders will not be acceptable "landscaping materials" and will not be approved for parking strips. Lawns shall be weeded and mowed weekly. Fertilization to be required annually for prevention of weeds and fungus.
5. Fencing: Fencing shall not extend beyond front of garage or home. Fencing shall be a minimum of 6' in height at sides and rear of yard. Approved fencing material shall be cedar only. Perimeter burns of soil or rock not to exceed 2' in height. Each owner shall keep in good repair and properly treat all fencing and privacy screens on or about his/her lot. Fencing is not allowed within 20' of front of property line. All excess vehicles including boats, campers, trailers, etc. must be on a concrete pad adjacent to home. Parking of these vehicles must be enclosed by 6' fencing so as to camouflage vehicles from view.
6. Storage of RV's and Other Personal Equipment: All sports equipment and excess vehicles (jet skis, snow mobiles, boats, Recreational Vehicles etc.) trailers of any kind, and/or any other personal equipment must be stored behind the Owner's 6' fence and not in the owner's driveway. Vehicles must be stored on a concrete pad and not on grassy areas or gravel. Vehicles must be in good repair and screened from visibility by neighbors. No excess vehicles bearing a for sales sign shall be permitted to remain visible to neighbors for a period of more than 72 hours.
7. Vehicle Repairs: No major or extended vehicle repairs shall be performed unless inside a closed garage.
8. Set Backs: Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body.
9. Driveways: All driveways shall be concrete.
10. Trees: All trees will be left standing, with the exception of those needing removed for the purpose of home construction. Every effort shall be made to situate the house on the lot so as to retain trees.
11. Construction and Alterations of Improvements: No person or lot owner shall construct or reconstruct any improvements on any lot or alter or refinish the exterior of any improvement on any lot, make a change in any lot including but not limited to fence construction and the cutting or removal of trees, install a utility, outside antenna, or other outside wire on a lot unless such lot owner has first obtained the consent thereto of the Design Control Committee. Any antennas or dishes must be concealed from street view by 6' fencing. Alternative energy uses and their designs are also subject to the approval of the Design Control Committee.
12. Garages: All homes must have a double garage. Anything larger than a triple garage must meet with the approval of the Design Control Committee.
13. Roofs: All roofs must be composed of Arc 80 30-year roofing. No masonite shakes, cedar shakes or shingles are allowed as roofing materials. Tile roofs are acceptable when deemed appropriate by the Design Control Committee.

14. Design Control: The developers of Tanglewood, to ensure that buildings constructed will be consistent with the overall plan and design motif, will require purchasers of lots within Tanglewood not to construct or alter any improvement of their site until:

- a. The Owners have submitted to the developers, one complete set of plans and specifications therefore in form satisfactory to the developers, showing (i) the size and dimensions of the improvements, (ii) the exterior design with elevations for front, back and sides, (iii) the exterior color scheme, (iv) the exact location of the improvement on the home site including the height of the highest part of the roof from the sidewalk elevation, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, (vii) the landscaping arrangements, and (viii) fence design, when applicable.
- b. Such plans and specifications have been approved in writing by the developers.

Approval of said plans and specifications may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the developer with the grading and drainage plan, the location of the structure on the home site, the unnecessary removal of large pine or juniper trees, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because, in the reasonable judgment of the developers, it would render the proposed improvement inharmonious or out of keeping with Tanglewood Phase VII's objectives or the improvements erected on other home sites.

15. Maintenance of Buildings and Lots: Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the building on the Owner's lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating and painting at any time necessary to maintain the appearance and condition of the building at a level substantially identical to the buildings on the other Lots. Each Owner shall also, at such Owner's sole expense, keep all portions of the Owner's Lot in a clean, neat and orderly condition, including without limitation all driveways and landscaping, so that all portion of the Owner's Lots are at all times maintained at a level substantially identical to the other Lots.
16. Screening: All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities including wood storage shall be screened from view from neighboring parcels. Wire fencing for kennels, etc. shall be screened from view with 6' wooden fence.
17. Drilling or Mining: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. There shall be no excavation on any of the parcels for gravel or cinders.
18. Mobile Homes: Mobile homes, manufactured homes or modular homes of any kind are not permitted in Tanglewood Phase VII for residential purpose.
19. Temporary Residence: No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

20. Signs: No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", 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, other than that furnished by the developers or their agents. One non-commercial sign will be permitted for each building site. Text shall be limited to the owner's name and/or the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 4 inches in height.
21. Utilities: No aboveground utilities, pipes, delivery poles, or wire shall be used to connect improvements with supplying facilities.
22. Offensive Activity: No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house shall not be considered an offensive activity.
23. Firearms: The shooting of firearms on the premises or anywhere in the entire Tanglewood subdivision is prohibited.
24. Enforcement: These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Tanglewood Phase VII and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.
25. Term: These restrictions shall run with the land and shall be binding on the owner or tenant of any or all said land and all persons claiming by, through, or under them until 2017, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of majority of the then owners of the parcels it is agreeable to change said covenants in whole or part.
26. Invalidation: Invalidation of any one of the foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way effect any of the remaining provisions hereof which shall, in such case, continue to remain in full force and effect.
27. Binding: The foregoing conditions and restrictions shall bind and insure to the benefit of each of the owners or occupants of any portion of Tanglewood Phase VII and each of their legal representative, heirs, successors, or assigns and a failure, either by the owners above named or their legal representative, 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.
28. Omission or Conflict: When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the developer shall govern in determining which rules are the strictest.
29. These restrictions may be amended or modified at any time by the affirmative votes of two-thirds of the then owners of the parcel in Tanglewood Phase VII. For this purpose the record owner of each parcel of the land described above shall be entitled to one vote.

2001-23435-5

Dates this 17th day of May, 2001.

Glennis Wolfe
Glennis Wolfe, President
Glenco Investments, Inc.

STATE OF OREGON)

)ss.

COUNTY OF DESCHUTES)

Personally appeared on this 17th day of May, 2001, the above named Glennis Wolfe, President of Glenco Investments, Inc., an Oregon corporation, who being first duly sworn, acknowledged the foregoing instrument as the voluntary act and deed of the corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors.

Before me:

Harold K Marken
Notary Public for Oregon
My commission Expires: 7-28-01

