

88-26514

Protective Covenants for

1880 RANCH

A SUBDIVISION of DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Raymond H. Jackson and Mary E. Jackson as owners of the 1880 Ranch, a Subdivision of Deschutes County, Oregon, does 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

USE OF PROPERTY

Section 1. Use and Occupancy of Property. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

ARTICLE II

PLAN REVIEW BOARD

Section 1. The Plan Review Board is hereby established. It shall consist of Raymond H. Jackson and Mary E. Jackson as owners of the 1880 Ranch Subdivision. And two other selected property owners within the 1880 Ranch Subdivision. A majority of the Board may designate a representative to act for it. In case of the death or resignation of any member(s) of the Board, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Board 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 Board shall occur without successors having been appointed, the owners shall have full power to designate successors. The Board's approval or disapproval as required herein shall be in writing.

Section 2. Uses Prohibited Without Consent of Board. Unless the Board has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a place to raise domestic animals of any kind except for horses, up to three cows, 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. All dogs shall be leashed, kennelled or confined to owners property, and not allowed to run at large. All animal owners must abide by state and county laws. Animals must not become a nuisance to other property owners.

(b) No commercial, professional, 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.

(c) No hunting or target shooting or discharging of firearms permitted.

(d) The cutting or removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property.

(e) No exterior, automatic lighting (i.e. mercury vapor type or noise making devices) shall be installed or maintained on a lot without written Board consent.

(f) No motorized vehicles, other than automobiles, pickups, and lawn and garden equipment may be operated on the property.

(g) No burning of trash, cuttings, limbs, or other open fires permitted.

(h) No metal fencing permitted, except for a single strand electric wire, inside of a wood constructed fence.

(i) No metal storage buildings.

(j) No above ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

(k) No signs shall be placed or kept on a lot other than a natural wood material, stating the name of the occupant and address of occupant. Only commercial signs shall be used to advertise sale of property.

**Section 3. Rules and Regulations.** The Board may make rules and regulations of general applicability governing the extent to

which any of the foregoing may be permitted, unless majority of the owners disagree in writing within ten days of receiving notice of the proposed rules.

**Section 4. Review Board Consent.** In all cases where consent must be acquired by lot owners or any association of owners from the Review Board, plans, specifications, and other material the Board determines to be necessary to enable it to evaluate the proposal must be submitted in writing at least 30 days in advance of the occurrence which requires consent.

(a) The Review Board may at its discretion withhold consent with respect to any proposal if the Board finds the proposal would be inappropriate for the particular lot or incompatible with the quality and high design standards of the 1880 Ranch. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation, and any other factor of which the Board reasonably believes to be relevant may be taken into account by the Board in determining whether or not to consent to any proposal.

(b) In the event the Review Board fails to render its decision on any proposed work within 30 days granted within Section 5 (above), the Board shall conclusively be deemed to have consented to the proposal.

### ARTICLE III

#### RESTRICTION ON USE OF PROPERTY

**Section 1. 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.

(a) All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, cloths lines, and other service facilities shall be screened from view from the neighboring properties and road.

(b) Antennas and satellite dishes must be installed in such a way so as not to create a visual disturbance to the neighboring properties.

(c) All driveways must be composed of cinders, gravel, asphalt or concrete. Driveways must not be over twelve feet in width. There shall only be one driveway permitted where

practical.

**Section 2. Law Compliance.** All landowners must comply with the laws and regulations of the State of Oregon, County of Deschutes, and any municipality, applicable to fire protection, building construction, water sanitation, and public health.

**Section 3. Building Codes.** All structures must comply with Deschutes County Building Codes and be constructed on the building site. No Move in Residences are allowed. No Mobil Homes or Modular Homes are permitted.

**Section 4. Building Purpose.** Each lot shall be used for residential purposes only. Not more than one double garage or carport, and two accessory building, such as workshops, stables, or tack rooms, can be constructed on each lot.

**Section 5. Construction Time.** No more than twelve months construction time shall elapse for the completion of a permanent dwelling. A portable, chemical toilet may be used only during the construction of a residence.

**Section 6. Septic Systems.** Septic tanks and drain fields must meet County Health Department standards.

#### ARTICLE IV

#### BUILDING AND USE RESTRICTIONS

**Section 1. Intention.** It is the developer's intent to maintain the property value, to maintain a natural country appearance, with continuity of building appearance. The 1880 Ranch Subdivision is designed for year-round living.

(a) All buildings constructed within the 1880 Ranch Subdivision must have the building plans approved by the Review Board, prior to construction. This also applies to fences, out buildings and other improvements.

(b) All homes must have a minimum of at least 1400 square feet in the living area.

**Section 2. Type of Building.**

(a) Only single family dwelling for private use may be constructed on any lot. All buildings must be suitable for year-round use, and must be placed on permanent foundations.

(i) Foundations must be constructed of poured concrete, concrete blocks, or pumice blocks.

(ii) Exposed portion of foundation must be painted or sided if more than twelve inches above the ground level.

(b) Roofing must be of tile, cedar shakes, shingles, or of three-tab composition. Three-tab roofing must be of a harmonizing color with dwelling.

(c) Exteriors are to be finished with natural materials that have a rustic appearance.

ARTICLE V

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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. 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 and may be brought by any property owner in the Subdivision.

Section 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.

Dated this 15<sup>th</sup> day of November, 1988

1880 Ranch Subdivision

By: Raymond H. Jackson  
Owner

By: Mary E. Jackson  
Owner

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:

88 NOV 15 PM 1:06

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: D. Beck DEPUTY  
NO. 88-26514 FEE 30-  
DESCHUTES COUNTY OFFICIAL RECORDS

*Raymond Jackson wife*

STATE OF OREGON,  
County of Deschutes } ss.

FORM NO. 23 — ACKNOWLEDGMENT

BE IT REMEMBERED, That on this 15<sup>th</sup> day of November, 1988,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named MARY E JACKSON  
Raymond H Jackson

known to me to be the identical individual(s) described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Masha A. Quinn  
Notary Public for Oregon  
My Commission expires 7-31-91

