

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2005-44720



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**PROTECTIVE COVENANTS
RESTRICTIONS AND CONDITIONS
FOR
ANGUS ACRES**

ANGUS ACRES

A subdivision of Deschutes County, Oregon

Owner and developer, Angus Acres Limited Partnership, being the sole parties having an interest in the portion of Section 16, Township 14 South, Range 13 East, platted and filed of record as "ANGUS ACRES", Deschutes County, Oregon, do hereby and by these present subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions and Restrictions.

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control. 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, as to location with respect to topography and finish grade elevation. The approval signatures of the Architectural Control Committee will be required before apply for building permits from governing agency.

Section 2. ARCHITECTURAL GUIDELINES. The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each building and/or owner:

- (a) Minimum Size. No residence of less than 1600 square, exclusive of garage, shall be permitted to be erected on any lot.
- (b) Roofs. Shall have not less than a 5 in 12 pitch and be covered with composition shingles or earth tone concrete or clay tiles.
- (c) Exterior Walls and Trim shall be of wood, (manufactured wood products such as fiberboard, masonite, etc., are considered acceptable). Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable. Plywood (T-1-II) is acceptable except on the front of the residence.

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(d) Exposed Masonry will normally be limited to local stones. Concrete, concrete block, stucco, and brick may be used with specific approval of the Architectural Control Committee.

(e) Building Height. No building may be erected over two stories in height measured from the natural contour of the ground.

(f) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and those passing by.

(g) Driveways will be of concrete, concrete pavers or asphalt.

Section 3. 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) As a parking or storage place for vehicles, trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are reasonably screened, preferably at the rear of the dwelling.

(b) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(c) No structure of temporary character, basement, tent, shack, garage, barn, or other outbuildings, shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack and sales office trailer during construction of a home in ANGUS ACRES.

(d) There shall be no swine on said premises.

(e) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises unless it is structurally and aesthetically compatible with the existing buildings in the subdivision.

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(f) No used materials will be permitted on exterior surfaces. Used brick is permissible. See Section 2 (d).

(g) No exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms or sound or electromagnetic radiation shall be erected, constructed or placed on any lot, except as may be provided by preemption of federal law. With prior written consent from the Architectural Control Committee or subject to the prior right of Declarant to develop a community cable telephone system, exterior satellite dishes with a surface diameter of twenty-four (24) inches or less may be placed on any lot so long as they are not visible from the street or neighboring properties.

Section 4. A vote of 51 percent of the owners of the subdivision can adopt, amend, repeal any or all of the above CC&R's after the subdivision is 90% built.

Section 5. Architectural Control Committee Consent. In all cases in which Architectural Control Committee 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 Architectural Control Committee; plans, specifications, and other materials the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

(b) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a), the Committee shall conclusively be deemed to have consented to the proposal.

(c) Effective Period of Consent. Architectural Control Committee consent shall be revoked 1 year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

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ARTICLE II

RESTRICTION ON USE OF PROPERTY FOR HOMEOWNERS

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.

(a) Agricultural uses involving:

- a. Keeping of cows, horses, goat, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to the square footage of the lot or parcel divided by 20,000 square feet.
- b. Keeping of chickens, fowl, rabbits or similar farm animals over the age of six months, provided that the total number of such animals does not exceed one for each 500 square feet of property.
- c. No swine are allowed.

Section 2. Landscaping The use of natural flora and bark, ground covers, grass, and trees native to the area is encouraged. All front yards shall be landscaped within six (6) months after the exterior of the residence is finished.

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 a fashion as not to create a fire hazard.

Section 4. Mobile Homes, Campers, Trailers. No mobile homes or trailers may be used as a residence including manufactured housing.

Section 5. Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots.

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Section 6. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

Section 7. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or private recreational area.

Section 8. Fences. No chain link fences or metal whatsoever. Fences are to be made of cedar or vinyl with height not to exceed 6 feet. All fences extending from front of house to street shall not exceed 3 feet in height with only two or three horizontal exposed bracing. All side and rear fences constructed on the property line by builder, are the property of the adjoining property owners. It is the adjoining property owners' responsibility to jointly maintain, repair or replace side fences when needed.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

Section 1. The Architectural Control Committee

The following are duly elected to serve on the Architectural Control Committee:

Robert L Childers
12679 Cornett Loop, PO Box 19
Powell Butte, OR 97753

Tye Farnsworth
c/o Tri County Builders
PO Box 19
Powell Butte, OR 97753

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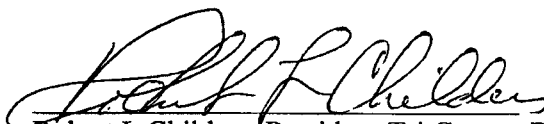
Section 2. General Provisions.

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 the said covenants shall be automatically extended for successive periods of five (5) years. However, at any time an instrument signed by a majority of the present owners of the lots may be recorded agreeing to change said covenants in whole or in part.

Section 3. Enforcement. The Architectural Control Committee shall have the right in the event any property within ANGUS ACRES subdivision is not adequately cared for, to notify the negligent party of the condition in writing. If significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the property, it's owners, or agents for whatever sums are expended to correct the condition.

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In witness whereof, the owner and developer of ANGUS ACRES has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for ANGUS ACRES this 9 day of June 2005.



Robert L Childers, President Tri County Builders
Tri County Builders Corp, General Partner

State of Oregon)
County of Deschutes) ss.

This instrument was acknowledged before me on June 9, 2005 by
Robert L Childers as President of Tri County Builders



Before Me



NOTARY PUBLIC FOR OREGON

My commission expires 10-15-08