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(3)



95-01174

365 - 1249

365 - 1583

95-04065

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

119658-80
RECORDED BY
WESTERN TITLE & ESCROW CO

FOR

ARBORWOOD

A subdivision of Deschutes County, Oregon

**

Owner and developer, ~~Havniear Construction Company~~, being the sole party having an interest in the portion of Tax Lot 17-12-26 TL 807, platted and filed of record as "Arborwood", Deschutes County, Oregon do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions.

**Larry D. Havniear, Gail Havniear and Kent G. Stephens

DA
KGS
ADH

DA
KGS
ADH

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 Committee will be required before applying for building permit 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 builder and/or owner:

- (a) Minimum Size. No residence of less than 1100 square feet of living space, 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 Arch 80 or earth tone concrete or clay tile.

RERECORDED TO CORRECT PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS FOR ARBORWOOD PREVIOUSLY RECORDED IN BOOK 365, PAGE 1249, TO AMEND THE OWNERS NAMES.

62485 EAGLE ROAD • BEND, OREGON 97701 • (503) 389-4141

- (c) Exterior Walls and Trim. Front elevation shall be wood. (manufactured wood products such as fiberboard masonite, etc., are considered acceptable). Selected Sherwin-Williams exterior color samples will be supplied by Havnear Construction Company. No other paint or paint colors shall be used without written approval by the Architectural Control Committee.
- (d) Exposed Masonry will normally be limited to local stone. 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. Two story construction will be allowed to the extent that mountain views are not precluded on adjacent lots and shall be the sole discretion of the Architectural Control Committee.
- (f) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- (g) Driveways will be of concrete, concrete pavers or asphalt.
- (h) No exterior noise making device shall be placed on a lot or any portion thereof.

Section 3. Prohibited Uses.

- (a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are garaged or reasonably screened, preferably at the rear of the dwelling, from the view of all roads and adjoining lots in this subdivision.
- (b) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

- (c) As a place to raise domestic animals of any kind except a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to others.
- (d) No structure of temporary character, basement, tent, shack, garage, barn, or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary job shack during construction of a home or homes in Arborwood.
- (e) There shall be no swine, horses, cattle, poultry or goats on said premises.
- (f) No building whether intended for use in whole or in part as a main residential structure, or for use as garage or other outbuilding, shall be moved upon the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.
- (g) No used materials will be permitted on exterior surfaces. (Used brick is permissible. See Section 2 (d)).
- (h) Antennas. No television antenna, radio antenna, satellite antenna, or other receiving device shall be placed on any lot without the Declarant's prior written consent.

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.

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.

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 close of escrow on a new home.

Section 3. Maintenance of lots. Each lot and its improvements shall be maintained in a clean and attractive conditions, in good repair, and 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.

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

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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 areas.

Section 8. Fences. No chain link fences or metal whatsoever except that fence post may be metal or steel. Fences to be made of cedar with height not to exceed 6 feet. All fence extending from front of house to street, shall not exceed 3 feet in height with only two or three horizontal exposed bracings. All side and rear fences constructed on the property line are the property of the adjoining property owners. It is the adjoining property owner's 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:

Larry D. Havniar
62485 Eagle Road
Bend, Or 97701

Gail Havniar
62485 Eagle Road
Bend, Or 97701

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 time 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 has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Enforcements. The Architectural Control Committee shall have the right in the event any property within Arborwood subdivision is not adequately cared for, to notify the negligent party of the condition in writing and 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 negligent property owner in sums adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not paid in full within fifteen (15) days of billing. This is made specifically to insure that lawns and landscaping are kept in a neat and acceptable appearance set out in the Protective Covenants established for Arborwood subdivision. Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 4. 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.

Section 5. At the time each lot of Arborwood is completely built on, the Architectural Control Committee will change from Larry D. Havniar and Gail Havniar to three homeowners from the subdivision (which will be decided by majority of homeowners) who will oversee and enhance all of the above CC&R's. It will be the homeowners responsibility to organize and run all homeowners meetings.

Section 6. The Architectural Control Committee has the right to change any of the above CC&R's for the Arborwood subdivision at the time the subdivision is developed.

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In witness whereof, the owner and developer to Arborwood has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for Arborwood.

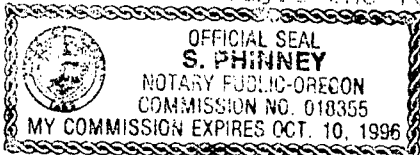
Kent G. Stephens by Gail Havniar, his attorney-in-fact
Kent G. Stephens, by Gail Havniar, his attorney-in-fact

[Signature]
Dated 3-7-95

[Signature]
Dated 2-7-95

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named Larry D. Havniar and acknowledged the foregoing instrument as his voluntary act.

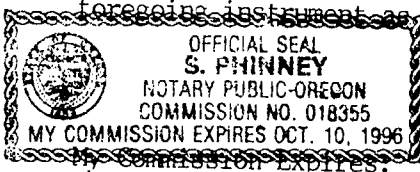


Before Me: *[Signature]*
NOTARY PUBLIC FOR OREGON

My commission expires: 10-10-96

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named Gail Havniar and acknowledged the foregoing instrument as her voluntary act.

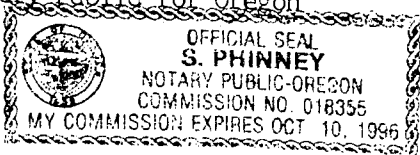


Before Me: *[Signature]*
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10-10-96

STATE OF OREGON)
County of Deschutes) ss.
Personally appeared the above-named Gail Havniar as attorney-in-fact for Kent G. Stephens and acknowledged the foregoing as her voluntary act.

[Signature]
Notary Public for Oregon



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:

95 FEB -9 PM 4:13
MARY SUE PENHOLLOW
COUNTY CLERK

BY: *[Signature]* DEPUTY
NO. 95-0-1065 FEE 350
DESCHUTES COUNTY OFFICIAL RECORDS

365 - 1590

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:

95 FEB 10 PM 3:56

MARY SUE PENHOLLOW
COUNTY CLERK

BY. Wallace DEPUTY
NO. 95-04174 FEE 4.00
DESCHUTES COUNTY OFFICIAL RECORDS