

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-53313



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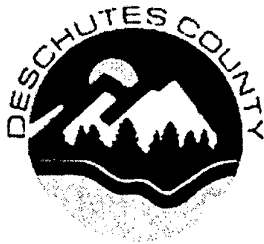
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\$25.00 \$11.00 \$10.00 \$5.00

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Deschutes County Clerk

Certificate Page



If this instrument is being re-recorded, please complete the following statement, in accordance with ORS 205.244:

Re-recorded to correct [give reason] _____
previously recorded in Book _____ and Page _____,
or as Fee Number _____.

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BADLANDS RANCH

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS: Kelly L. Martin and James F. Cozzetto, Jr.

Owners of Badlands Ranch, LLC

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

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. An Architectural Control Committee (ACC) is hereby established. It shall consist of two members, and shall initially be composed of Kelly Martin and James F. Cozzetto. When five (5) lots are sold, the ACC shall be expanded to three (3) members, with the third member elected by the homeowners. A majority of the committee may designate a representative to act for it. In case of the death or resignation of any members(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 representatives 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.

Upon the sale of the fifth lot in the subdivision by Declarants, a third member shall be added to the ACC, with the third member being elected by all then existing lot owners. The third member shall at all times be an owner of a lot, other than one of the Declarants. Upon commencing to be a three member committee, the ACC shall adopt rules governing the terms and election of all future members of the ACC.

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) As a place to raise domestic animals of any kind, except for horses or others approved by the ACC, and a reasonable number of household pets which are not kept, or raised for commercial purposes, and are not a nuisance to other owners. Any horses kept shall be for personal use only, and no horse boarding for private individuals and no domestic animals or any other animals shall be raised for commercial purposes. The ACC will make an exception to this

rule for children participating in 4-H programs and whose animals will be raised solely for the purpose of education and sold at fair.

(b) As a dumping ground for rubbish, trash, or garbage; and other waste and shall not be kept except in sanitary containers at all times.

(c) Service outbuildings, including tackrooms, barns and stables, shall be permitted, subject to ACC approval.

Section 3. 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. When 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 thirty (30) 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 of the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and design standards of Badlands Ranch. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor 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 thirty (30), 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 re finish 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. No outside burning except as permitted by the local government and/or fire district at any time and no fireworks.

Section 4. Type of Building. No building other than a single family dwelling for private use may be constructed on any lot. In addition two detached buildings per lot shall be allowed, provided it is not used for dwelling, and they shall be of the same or similar architectural style and exterior as the main structure. All buildings shall be finished in earth tones which blend with the natural surroundings and shall have shake, wood shingle, composition, or tile roofs. No more than three (3) acres of any lot shall be placed in pasture. No building shall encroach on any rock outcropping unless the lot owner first obtains the consent of the ACC. Trailers, mobile homes or manufactured homes are strictly prohibited.

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

Section 6. Fences. Any fence constructed along a road or property line within the subdivision shall be of a stripped pole type with three (3) horizontal poles and shall be five (5) feet high with ten (10) foot poles. The aim is to make all the fencing along roadways and property lines of uniform size and quality.

Section 7. Trees. No trees shall be cut without the approval of the ACC. General approval will be granted where necessary for building, view or solar purposes provided the removal of trees does not unduly alter the natural condition of the property.

Section 8. Utilities. No above-ground irrigation systems, utilities, pipes, delivery poles, or wires shall be used to connect improvements with supplying facilities. All such equipment shall be constructed and maintained underground.

Section 9. 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 anything done on a lot which interferes with or jeopardizes the enjoyment of other lots. No bed and breakfasts, nor any short-term rentals shall be allowed.

Section 10. Views. The height of improvements or imported vegetation and trees 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 used as justification to create views not present when the lot was originally purchased.

Section 11. Lighting. No exterior lighting or noisemaking devices shall be installed or maintained on a lot without written ACC consent.

Section 12. Driveways. All driveways must be concrete or asphalt and shall have a maximum width of fourteen (14) feet. Only one driveway shall be permitted per lot. Circular driveways will be permitted when approved by the ACC.

Section 13. Easements. There shall be reserved to Seller and the future owners of all parcels of Badlands Ranch the existing easements of record, and an easement along existing roads for waterlines and other utilities for the benefit of all parcels of Badlands Ranch. In addition each property owner shall receive a deeded easement allowing access to the Badlands wilderness study area (approximately 31,000 acres).

Section 14. Construction Completion. No more than twelve (12) months construction time shall elapse for the completion of a permanent dwelling once construction has begun.

Section 15. Living Area. No residence shall be constructed with less than 2,500 sq feet single level or 3,000 sq feet two level of living area. Residences of smaller square footage may be approved by the ACC.

Section 16. Motor Vehicles. No motorized vehicles other than automobiles may be operated on the property in the project, except farm implements.

Section 17. Trailers. No trailers, truck campers, boats, boat trailers, snowmobiles or other off-road vehicles shall be stored within 100 feet of a lot line or easement. Any of the above-described off-road vehicles shall be 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 three (3) tons and any non-operational motor vehicles shall not be parked or stored on the property.

Section 18. Setbacks. All proposed buildings must have a 100 foot setback from any road or lot line. Any exception to this rule must be approved by the ACC.

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 seventy-five percent (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Each lot shall be approximately ten (10) acres at the time of conveyance by Declarants and shall remain the same size as originally conveyed at all times in the future. Any subdivision of lots is strictly prohibited.

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 Declarants, the Architectural Control Committee, or by the owner or owners, of any of the above described lands, their, legal representatives, heirs, successors and assigns; and a failure, by the Declarants, the Architectural Control Committee, or by the owner or owners, or their legal representatives, heirs, successors and assigns, to enforce 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, judgment, 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. Attorneys Fees. In the event suit of action be instituted to enforce any of the terms and 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 may adjudge reasonable as attorneys fees in such suit or action, in both trial court and appellate court.

Section 5. Voting. Each lot shall be entitled to one (1) vote. Declarants, or either of them shall have the right to one vote for each lot not yet sold or retained.

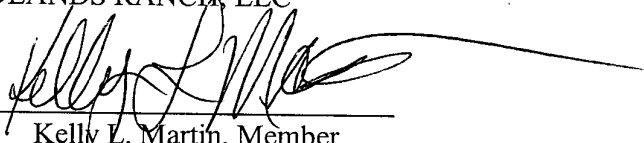
Section 6. Amendment. These Covenants, Conditions and Restrictions may be amended by obtaining written approval of the amendment from owners of seventy-five percent (75%) of the lots.

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 of his property, person or family.

Section 8. No Liability of ACC. Neither the Architectural Control Committee nor any member thereof shall be liable to any lot owner for any damages, loss or prejudice suffered or claimed, on account of any action or failure to act of the Committee, or a member thereof, provided only that the member, in accordance with actual knowledge possessed by him/her, has acted in good faith.

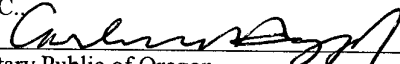
Dated this 2nd day of August, 2006

BADLANDS RANCH, LLC

By 
Kelly L. Martin, Member

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on August 2, 2006 by Kelly L. Martin, member, Badlands Ranch, LLC.


Notary Public of Oregon
My commission expires: 10/19/07

