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DECLARATIONS, RESTRICTIONS,
PROTECTIVE COVENANTS AND CONDITIONS

for

THE BARCLAY PLACE
DESCHUTES COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant:"

WHEREAS, Declarant is the owner of certain real property in the county of Deschutes, state of Oregon, hereinafter referred to as "Said Property," more particularly described as follows:

Commencing at the Northwest corner of Section 3, Township 15 South, Range 10 East of the Willamette Meridian, Deschutes County, Oregon; thence North $89^{\circ} 09' 21''$ East, along the North line of said Section 3, 2,644.01 feet to the true initial point of this subdivision, being the North One-Quarter corner of said Section 3; thence leaving the North line of said Section South $00^{\circ} 06' 35''$ West, along the East line of the West One-half of said Section 3, 370.00 feet; thence leaving said East line North $89^{\circ} 53' 25''$ West, 744.52 feet to a point on the centerline of Indian Ford Creek; thence along said centerline North $03^{\circ} 06' 14''$ West, 223.61 feet; thence North $11^{\circ} 53' 03''$ West, 974.68 feet; thence North $12^{\circ} 53' 13''$ West, 749.48 feet; thence North $27^{\circ} 11' 51''$ West, 431.86 feet; thence North $25^{\circ} 25' 05''$ West, 353.26 feet; thence North $30^{\circ} 06' 46''$ West, 497.30 feet; thence North $41^{\circ} 36' 21''$ West, 115.78 feet; thence North $18^{\circ} 43' 39''$ West, 71.75 feet; thence North $41^{\circ} 30' 04''$ West, 192.51 feet to a point on the North line of said Section 3; thence leaving said centerline of Indian Ford Creek North $89^{\circ} 09' 21''$ East along said Section line 1,957.18 feet to the initial point of this subdivision.

ARTICLE I

DEFINITIONS

Whenever used in the Declaration, the following terms shall have the following meanings:

- (1) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.
- (2) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser.
- (3) "Roadway" means any street, highway or other thoroughfare as shown on the recorded plat of said property.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

Section 1. At any time before January 31, 1999, Declarant, its successors and assigns, shall have the right to bring within the scheme of this declaration additional properties in future stages of development if such additions are in accord with a general plan of development prepared prior to the sale of any lot and made known to every purchaser prior to a sale to such purchaser.

Such general plan of development shall show the proposed additions to said property and contain:

- (a) The general indication of size and location of each additional development stage and proposed land uses in each;
- (b) The approximate size and location of the common area proposed for each stage.

Unless otherwise stated therein, such general plan shall not bind Declarant, its successors and assigns, to make the proposed additions or to adhere to the plan in any subsequent development of the land shown therein.

Section 2. Method of Making Additions. Additions authorized under this Article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property. Such supplemental declaration may contain such additions and modifications of the covenants and restrictions contained in the declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke, modify, or add to the covenants established by this declaration with respect to Said Property.

Section 3. Additions Not in Accordance with the General Plan of Development. Additions which are not in accord with the general plan of development may be made by the Declarant or any other owner of property, who with Declarant's consent desires to add such property to the scheme of this declaration.

ARTICLE III

RESTRICTIONS ON USE OF PROPERTY

Section 1. Each Lot shall be used for residential purposes only, nor shall more than one (1) detached single family dwelling not to exceed two (2) stories in height and not more than one (1) double garage or carport and three (3) accessory buildings such as workshops or stables be constructed or placed upon each lot in the subdivision.

Section 2. No mobile homes, campers, travel trailers, or similar units permitted.

Section 3. All driveways must be composed of cinders, gravel, or asphalt.

Section 4. The floor area of constructed residences shall not be less than 1,200 square feet exclusive of one story porches and garages.

Section 5. Buildings must be suitable for year around use and must be placed on permanent foundations, consisting of concrete, brick, pumice blocks, or stone masonry. Pitch of the roof and size and spacing of ceiling joists must be adequate to withstand heavy snow packs. Roofs must be of wood shingle. All buildings, fences, and improvements must be constructed in workmanlike manner and kept in a condition of good repair. Exposed portion of foundation must be painted or sided if more than 12" above the ground. Exteriors to be finished with natural materials with a rustic appearance.

Section 6. Setback line shall be at least twenty-five (25) feet back from all lot lines to any structure upon the lot with the exception of a fence, not to exceed 72 inches in height. Fences must be constructed of properly finished material and shall harmonize with the surroundings.

Section 7. All land owners 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 8. No more than 18 months' construction time shall elapse for the completion of a permanent dwelling nor shall a temporary dwelling be used as living quarters except during the construction of a permanent dwelling. An exterior latrine shall be allowed only during the construction of a permanent residence.

Section 9. 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.

Section 10. 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.

Section 11. All garbage, trash, cuttings, refuse, garbage and refuse containers fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring units.

Section 12. 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.

Section 13. No motorized vehicles other than automobiles may be operated on property.

Section 14. Buildings shall not be constructed that will fully or partially obstruct the view of any nearby homesites.

Section 15. No animals other than domestic household pets and farm animals shall be kept on any part of said property.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Owner or the owner of any recorded mortgage upon any part of Said Property, shall have the right to enforce, by any proceeding at law or in equity, all

restrictions, conditions covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any owner constructs or permits to be constructed on his property any improvement or allows the condition of his property to violate any provision of this Declaration, the Owner, or the owner of any recorded mortgage upon any part of Said Property may no sooner than 60 days after delivery to such owner of written notice of the violation enter upon the offending property and remove the cause of such violation, or alter, repair, or change the item which is in violation of such Declaration in such manner as to make it conform thereto, with the reasonable cost of such action to be a charge against the owner's land.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

Section 4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 5. Benefit of Provisions; Waiver. The provisions contained in the Declaration shall bind and inure to the benefit of and be enforceable by Declarant, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions,

restrictions, or charges herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all Said property, has hereunto caused these presents to be executed this 4th day of May, 1973 .

BROOKS RESOURCES CORPORATION

By William L. Smith
President

STATE OF OREGON, County of Deschutes, ss:

Personally appeared WILLIAM L. SMITH, who, being sworn, stated that he is the President of BROOKS RESOURCES CORPORATION and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors.

Before me:

Linda A. Robinson
Notary Public for Oregon

My Commission Expires: 1-8-75

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 4 day of May A.D. 1973 at 4:36 o'clock P. M. and recorded in Book 195, on Page 84 Records of Deschutes

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ROSEMARY PATTERSON

County Clerk

Linda A. Robinson Deputy

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Brooks Resources
416 E. Linn
Bend, Ore