

PROTECTIVE COVENANTS FOR
BRIGHTENWOOD ESTATES PHASE IV

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HI-COUNTRY INVESTMENTS, INC., and Oregon Corporation,
the owner of:

BRIGHTENWOOD ESTATES PHASE IV

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 is hereby established. It shall consist of two members, and shall initially be composed of Kay D. Buescher and Robert G. Buescher. The committee may designate a representative to act for it. In case of death or resignation of any member(s) of the committee, the remaining member of the Committee or 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 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.

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 parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, other off-road vehicles, or trucks larger than a standard pick-up; however, such may be stored provided they are garaged or screened from view of all roads and adjoining lots.
- (b) 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 other owners.
- (c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- (d) No sale of subdivided sections of tracts as platted unless also approved by Deschutes County.
- (e) Section dwelling in the nature of guest houses permitted when same ownership and occupied by relatives of owner.
- (f) Service outbuildings, including tackrooms and stables, except unattached garages.

- (g) No metal or wire fences will be allowed.
- (h) No residence shall be constructed of less than 1000 square feet of living area, exclusive of garages, porches and outbuildings. Detached garage shall be constructed of quality and appearance that will conform to the residence.
- (i) No structure of temporary character, basement, tent, shack, garage, barn of other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.
- (j) No structure shall have a roof material other than cedar shingle, cedar shake or approved tile roof.
- (k) There shall be no swine, horses, cattle, poultry or goats on said premises.
- (m) No dogs except on leash, chained or in kennel.
- (n) The use of new materials on all exterior surfaces will be required; used brick will be permissible. It is desired that a majority of the homes have their exteriors made from materials indigenous to the northwest.
- (o) No bright paint exteriors will be permitted. Use of earthtone colors in either stain or paint will be permitted.
- (p) All driveways to be paved or concrete, and there shall be no excavation of any of these parcels for gravel or cinders. Existing trees may be removed only with the permission of the subdivider.

SECTION 3. The committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

SECTION 4. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules.

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 Committee, duplicate plans and specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal, must be submitted at least five days in advance of the occurrence which requires consent.
- (b) Architectural Control Committee Discretion and Guidelines. The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and design standards of Brightenwood Estates. Consideration such as color, design, view,

effects on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent or not to consent to any proposal.

- (c) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work with the 5 days granted it in Section 5 (a) the Committee shall conclusively be deemed to have consented to the proposal.
- (d) Effective Period of Consent. Architectural Control Committee consent shall be revoked 1 year after issuance unless the work has been completed or the owner has applied for and received an extension of time from the Architectural Control Committee.

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 improvement on any lot or alter or refinish the exterior of any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless that person, association, or owner has first obtained the consent thereto of the Architectural Control Committee.

SECTION 3. Landscaping Plans. Landscape plan must be submitted to the Architectural Control Committee at the time the house plans are submitted and must be completed within 6 months after occupancy.

- (a) All homesites will be landscaped within a 40' perimeter of the house as per the Architectural Control Committee's approval.

SECTION 4. 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.

SECTION 5. Type of Building. No building other than a single-family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence or as temporary dwelling during construction.

SECTION 6. 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 in a manner approved by the Architectural Control Committee.

SECTION 7. Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Real Estate signs indicating "For Sale" are permitted while property is for sale.

SECTION 8. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

SECTION 9. 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 residences in this subdivision.

SECTION 10. View. The height of improvements or imported vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architectural Control Committee shall be the sole judge of the suitability of such heights. If the Architectural Control Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner or the lot the reasonable cost for work done. This section is not to be read as justification to create views not present when lot is originally purchased.

SECTION 11. Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the committee.

SECTION 12. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

SECTION 13. All driveways must be composed of concrete, or asphalt and shall have a minimum width of 12 feet and a maximum of 18 feet. Only one driveway will be permitted per lot, except circular driveways will be permitted where practical.

SECTION 14. 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 15. No more than 6 months construction time shall elapse for the completion of a permanent dwelling.

SECTION 16. Septic tanks and drainfields must meet County Health Department standards.

SECTION 17. No motorized vehicles other than automobiles may be operated on the property in the project, except for construction and landscaping purposes.

SECTION 18. No firearms shall be discharged upon the property.

ARTICLE III

GENERAL PROVISIONS

SECTION 1. Terms. The covenants are to run with the land and shall be binding for all parties 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 10 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 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 addition.

SECTION 3. Severability. Invalidation of any one of these covenants by judgement or court order shall in no case effect any of the other provisions which shall remain in full force and effect.

DATED THIS 8th DAY OF July, 1980.

BRIGHTENWOOD ESTATES, PHASE IV

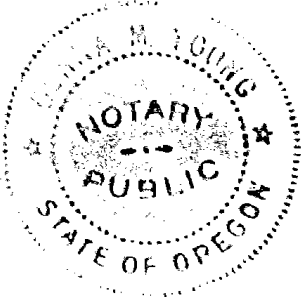
HI-COUNTRY INVESTMENT, INC., an OREGON CORPORATION

by: Kay D. Buescher, Pres.
Kay D. Buescher, President

by: Robert G. Buescher, Sec. Treas.
Robert Buescher, Secretary

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 31st day of July, 1980, by Kay D. Buescher and Robert Buescher.



Donna M. Young
NOTARY PUBLIC FOR OREGON
My Commission expires: 6-28-81

2636

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was received for Record

the 31 day of July A.D. 19 80

at 4:25 o'clock P M., and recorded

in Book 325 on Page 899 Records

of Deeds

ROSEMARY PATTERSON

County Clerk

By Rhonda Lang Deputy

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