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After recording, return to:
Charles N. Fadeley
Attorney at Law
875 Country Club Road
Eugene, OR 97401

98-05883

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF COVENANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

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98 FEB 13 AM 10:26

MARY SUE PENHOLLOW
COUNTY CLERK

BY: T Moore DEPUTY

98-05883

NO. FEE 25.00

DESCHUTES COUNTY OFFICIAL RECORDS

**AMENDED DECLARATION OF PROTECTIVE COVENANTS
AND CONDITIONS FOR**

**PARCELS A, B, C AND LOTS 9 & 10, BLOCK 1
CAMP POLK HEIGHTS SUBDIVISION
DESCHUTES COUNTY, OREGON**

These Covenants, Conditions and Restrictions, hereinafter referred to as "CC&Rs" are made this 20th day of January, 1998 by the owners of the lots comprising the CAMP POLK HEIGHTS SUBDIVISION in Deschutes County, Oregon. Owners adopt these CC&Rs in order to ensure development, promote architectural compatibility, and to provide for minimum standards for the use and maintenance of lots and residence and for operation and maintenance of the common water system. These Amended CC&Rs supersede that certain declaration filed in Book 436, at Page 2852, Deschutes County Official Records instrument # 97-03593. These CC&Rs shall run with the land and shall burden each lot in the subdivision under the following terms and conditions:

**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 plot of Camp Polk Heights.
2. "Owner" shall mean the record owner, whether one or more persons or entities of the simple title to any lot situation upon said property, or a contract purchaser if the record owner retains such title merely to secure an obligation and is registered as a purchaser.
3. "Roadway" shall mean any private easement or other thoroughfare as shown on the recorded plot of said property.

**ARTICLE II
RESTRICTION ON USE OF PROPERTY**

Section 1. Each lot shall be used for single family residential purposes only.

Section 2. No mobile homes, manufactured homes, campers, trailers, or similar units shall be permitted as a dwelling unit.

Section 3. Not more than one detached single family dwelling and one double or triple garage shall be constructed or placed on any lot in the subdivision. Each dwelling must have a garage; the maximum area of the garage is 500 square feet. The garage may be either attached or detached.

Section 4. Driveways for Lots 9, 10 and C must be paved (concrete or asphalt). Driveways for Lots A and B are not required to be paved. Should gravel from unpaved driveways be transferred to the access road serving Camp Polk Heights Subdivision, then, in that event, the owners of said lots that have unpaved driveways are equally responsible for removal of such gravel in a timely and reasonable fashion. Further, when and if the driveway for Parcel C is paved, the owners of Parcel C shall pave a small apron on the graveled drive.

Section 5. No lot in the subdivision may be subdivided.

Section 6. The floor area of constructed residences shall not be less than 1,400 square feet exclusive of porches and garage.

Section 7. No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance and no stand, store or other commercial establishments shall be constructed on any lot.

Section 8. The cutting or removal of living trees will only be permitted when necessary for the construction of buildings or thinning for the beautification of the property.

Section 9. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clotheslines and other service facilities shall be screened from the view of neighboring lots and streets. Rubbish and garbage must be kept in a suitable container and removed from the premises.

Section 10. 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 11. No more than one sign shall be permitted for each lot. The text shall be limited to the owner's name or name of residence. The dimensions of the sign shall be the minimum required to present the text and letters, not exceeding four (4) inches in height, except each lot shall be allowed one "for sale" sign or "for rent" sign.

Section 12. Dogs shall not be permitted to run at large in the subdivision.

Section 13. The shooting of firearms within the subdivision is prohibited.

Section 14. Trail bikes, motorcycles and all forms of off-road vehicles shall be used only for transportation on paved shared easement. Recreational vehicles, campers, boats and the like must be stored on owner's property in screened areas or garage.

Section 15. All structures must maintain a minimum setback from front, side and rear lot property lines in accordance with the ordinances of Deschutes County.

Section 16. Buildings must be suitable for year-round use and must be placed on permanent foundations consisting of concrete, brick, rocks or stone masonry and be in compliance with State of Oregon Structural Specialty Code. Pitch of the roof shall be a minimum

of six (6) and twelve (12) pitch and spacing and ceiling joists must be adequate to withstand heavy snow packs.

Roofing material shall be of wood shakes, wood shingles, shake tile products, or Class A fire retardant asphalt and/or fiberglass shakes that have a weight of approximately three-hundred (300) pounds per square or more. All roofing materials shall complement the earth tone color of the area.

Section 17. All structures to have wood, wood-like masonry or exterior plaster siding. All buildings, fences and improvements must be kept in good repair. Exposed portion of foundation must be painted or sided if more than twelve (12) inches above the ground. Exteriors to be finished with earth tone colors with a rustic appearance.

Section 18. All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and any applicable municipality relating to zoning, fire protection, building construction, water, sanitation and public health. Spark arresters are to be installed on all chimneys.

Section 19. No mercury vapor or similar type yard light may be installed. Incandescent yard lights must be switched, and may not be left burning except briefly at night, and must be screened so as to generally shine downward only.

Section 20. All stove and fireplace flues to be wrapped by natural materials with spark arresters. No stove pipe projections will be permitted.

Section 21. No satellite dish exceeding eighteen (18) inches in diameter may be installed.

Section 22. No lot perimeter fences over three (3) feet in height shall be installed. Perimeter fencing must be peeled rail, split rail, wood picket or other non-solid wood material. Attached fences on screen service areas, garbage cans, wood piles, etc., may be solid fence and are not to exceed six (6) feet high. This solid fence may not enclose an area greater than three-hundred (300) square feet and must not infringe on the lot setback requirements for buildings and must not extend in front of the front of the house.

ARTICLE III WATER SYSTEM

All property owners agree that the subject property is serviced by cross easements and a common water system associated with owners of this property and herein agree to cooperate with all maintenance, repairs, updating of the water systems and all state requirements regarding public/private water.

Homeowners agree as necessary to maintain, repair and update their common water system in accordance with the water well and water use covenant and restrictions recorded with the Deschutes County Clerk. Homeowners also agree to pay their portion of joint necessary repairs to the shared private paved easement as described in the Declaration of Easements recorded with the Deschutes County Clerk.

**ARTICLE IV
GENERAL PROVISIONS ENFORCEMENT**

Section 1. Every owner shall have the right to enforce, by an proceeding at law or inequity, the provisions of the covenants and conditions. Failure by any owner to enforce any covenant or condition contained herein shall in no event be deemed a waiver or a right to do so thereafter.

If any owner constructs or permits to be constructed on his property any improvement which violates, or allows a condition of his property to violate, any provision of these covenants and conditions, any other owner, no sooner than sixty (60) days after delivery to the offending owners, a written notice of the violation, may alter, repair or change the item which is in violation of these covenants and conditions in such manner as to make it conform thereto, with a reasonable cost of such action to be charged against the offending owner's land.

Section 2. Invalidation of any one of these covenants or conditions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. The covenants and conditions shall run with and bind the land. They shall inure to the benefit of and be enforceable by any owner, his representative, heirs, successors, and assigns, for a term of twenty-five (25) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of these covenants and conditions may be amended during the first 25-year period by an instrument signed by owners of at least seventy-five (75) percent of the property in the subdivision. All such amendments shall be recorded in the deed records of Deschutes County, Oregon.

**ARTICLE V
TERMINATION OF PRIOR RECORDED COVENANTS**

Section 1. The Declaration of Water Well and Water Use Covenants, Conditions and Restrictions for Lots 5, 6 and 7 of Camp Polk Heights Subdivision recorded on June 6, 1994 in Deschutes County Official Records in Book 324 at page 2978 as Document #94-00624 is hereby declared null and void and of no further force and effect.

Section 2. The Declaration of Water Well and Water Use Covenants, Conditions and Restrictions for Lots 8, 9 and 10 of Camp Polk Heights Subdivision recorded on June 6, 1994 in Deschutes County Official Records in Book 324 at page 2985 as Document #94-00625 is hereby declared null and void and of no further force and effect.

IN WITNESS WHEREOF, this document is executed by the owners of the parcels to be bound hereby.

OWNER: LOT 9

David Utley
David Utley
Cynthia H. Utley
Cindy Utley

OWNER: PARCELS A, B, and C

Gary Rodgers
Gary Rodgers
Diane E. Rodgers
Diane Rodgers

OWNER: LOT 10

Ryan Grant
 Ryan Grant
Rhonda Grant Woods
 Rhonda Grant Woods

State of Oregon)
) ss.
 County of Deschutes)

On December 10, 1997, 1997, personally appeared before me the above-named **David Utley** and **Cindy Utley** and acknowledged the foregoing instrument to be their voluntary act and deed.



Sharon Riste
 Notary Public for Oregon
 My Commission Expires: 2-27-98

State of Oregon)
) ss.
 County of Deschutes)

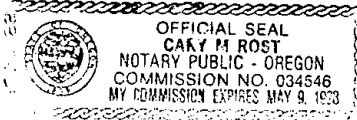
On December 8, 1997, personally appeared before me the above-named **Gary Rodgers** and **Diane Rodgers** and acknowledged the foregoing instrument to be their voluntary act and deed.



Sharon Riste
 Notary Public for Oregon
 My Commission Expires: 2-27-98

State of Oregon)
) ss.
 County of Deschutes)

On 1-20-98, 1997, personally appeared before me the above-named **Ryan Grant** and **Rhonda Grant** and acknowledged the foregoing instrument to be their voluntary act and deed. OR Woods



Cary M. Rost
 Notary Public for Oregon
 My Commission Expires: 5/9/98