

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
CHOCTAW VILLAGE

A subdivision of Deschutes County, Oregon

Owner and Developer, Lawton U. Noe and Helen J. Noe, dba L & H Development Co., being the sole parties having an interest in those portions of Sections 21 and 28, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as "Choctaw Village Subdivision", Deschutes County, Oregon, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions:

Part A - 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, and as to location with respect to topography and finish grade elevation. The approval stamp and signature of the Architectural Control Committee will be required before applying for building permit from governing agency.

Application for such approval shall be made to the Architectural Control Committee, whose membership and procedure is set forth in Part F hereof.

Part B - Land Use and Building Type

1. Occupancy and size
 - a. No lot shall be used except for residential purposes.
 - b. No building shall be erected which shall exceed two and one-half stories in height and a private garage for not more than three cars.
 - c. Duplexes shall be constructed in such a way as to be consistent with the requirements stipulated in these covenants. They shall be designed to appear as closely as possible to a single family structure.
2. Building location
 - a. No building shall be erected, any portion of which shall be nearer than twenty-five (25) feet from a front lot line, nor nearer than twenty-five (25) feet to any rear lot line, nor nearer than five (5) feet to any side line providing that the accumulated distance from each side of the property shall be at least fifteen (15) feet.
 - b. For the purposes of this covenant, eaves, steps, and open porches or decks shall be considered as part of a building.
 - c. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.
3. Fences

Any fences constructed shall not be over sixty (60) inches in height.

4. Chimneys
All fireplace chimneys must be constructed from ground level, and consist of pumice or concrete blocks, bricks, stone and masonry or comparable fire resistant materials.
5. Roofs
Roofs must be of split wood shingles, shakes, or ceramic clay tile, except FmHA homes which shall have roof materials which conform as closely as possible to this theme in appearance.
6. Time of construction
All buildings constructed must be completed within twelve months from the date construction is commenced, exclusive of inside finish work.
7. Building exteriors
 - a. The use of new materials on all exterior surfaces will be required; used brick will be permissible. It is desired that the exterior materials used be indigenous to the northwest.
 - b. Exterior surfaces shall be finished with wood stain except that paint may be used for trim or accent panels, but in harmony with other residences.
8. Mobile structures
No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises, except modular homes constructed to conform with restrictions and covenants stated herein.
9. Size of residence
No residence shall be constructed of less than 1,200 square feet of living area, exclusive of garages, porches and outbuildings. Residences constructed on lots designated for Fm.A use shall be not less than 1,000 square feet exclusive of garages, porches and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials and have an appearance which will conform to the residence.
10. Driveways
All driveways to be concrete and there shall be no excavation on any lot for gravel or cinders.
11. Trees
Existing trees may be removed only with the express permission of the Architectural Control Committee.
12. Landscaping timing
All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than 20% of the front yard to be in grass, the rest to be natural or with bark chips in a professional looking manner.
13. Sight Distance at Intersections
No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property.

Sight Distance at Intersections (continued)

line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Part C - Nuisances

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No gasoline may be stored in bulk tanks upon the property, either above or below ground.

No garbage or refuse will be allowed to remain on property unless stored in sealed containers.

Part D - Livestock and poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or household pets which may be kept provided that they are not kept, bred or maintained for any commercial purpose.

Part E - Signs

No sign may be displayed to the public view from any lot other than a "For Sale", "For Rent" or one used by a builder to advertise said property during the construction and sales period. No sign shall be larger than five (5) square feet, other than those furnished by subdividers or their agents.

Part F - Architectural Control Committee

1. Membership. The Architectural Control Committee is composed of:

- a. Lawton U. Noe 6340 Hughes Rd., Bend, Oregon
- b. H. Joyce Noe 63420 Hughes Rd., Bend, Oregon
- c. John H. Spencer 63485 Old Deschutes Rd., Bend, Oregon
- d. Delores Spencer 63285 Old Deschutes Rd., Bend, Oregon
- e. Richard L. Bryant 20356 Shahala Ct., Bend, Oregon

A majority of the Committee may designate a representative(s) to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative(s) shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the present owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Part G - General Provisions

1. 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 unless 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.

- 2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners and developers of Choctaw Village Subdivision have caused this instrument to be executed for recording as the Protective Covenants, Restrictions and Conditions for Choctaw Village Subd. No. 22, on July 22, 1977.

Lawton U. Noe
Lawton U. Noe

Helen J. Noe
Helen J. Noe

STATE OF OREGON
County of Deschutes

July 22, 1977.

Personally appeared the above-named LAWTON U. NOE and HELEN J. NOE and acknowledged the foregoing instrument as their voluntary act.

Before me:

Rodney Eric [Signature]
Notary Public for Oregon

My comm. exp. 11-6-79

2391

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for record on the 22 day of July A.D. 1977 at 11:28 A.M. and recorded in Book 251 on Page 761 Records of [Signature]
ROSEMARY PATTERSON
County Clerk
By [Signature] Deputy