

24228

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR

CHUCTAW VILLAGE TRACT 'A'

A subdivision of Deschutes County, Oregon

Owner and developer, Babier/L&H Development Company, being the sole party having an interest in that portion of Section 28, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as Chuctaw Village Subdivision Tract 'A', 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. Such application for Architectural Control Committee approval shall be made thirty (30) days prior to when such approval is required.

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 remain 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 tiles.
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.
  - c. Use of T-1-11 siding will be discouraged. Its use shall be limited to accent panels and in no circumstance will more than 30% of the exterior of the buildings on a lot be in such siding.
  - d. Anodized window frames or the equivalent will be required.
  - e. Exposed metal will be covered or treated to eliminate a flashy appearance.
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. 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. Landscape timing
  - a. 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, with bark chips or comparably attractive materials; all to be done in a professional looking manner.
  - b. A plot plan detailing the landscaping to be accomplished on the lot shall be submitted to the Architectural Control Committee along with the house plans for the committee's approval.

**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 in 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 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. Nee	63420 Hughes Rd., Bend, Oregon
b. H. Joyce Nee	63420 Hughes Rd., Bend, Oregon
c. John J. Spencer	63285 Old Deschutes Rd., Bend, Oregon
d. Delores Spencer	63285 Old Deschutes Rd., 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.
  - a) The architectural Control Committee shall have the right, in the event any property within Choctaw Village Subdivision Tract 'A' is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not payed in full within fifteen (15) days of billing. This addition is made specifically to insure that lawns and landscaping are kept in a neat and acceptable appearance and that every effort is made to maintain the high standards for appearance set out in the Protective Covenants established for Choctaw Village Subdivision Tract 'A'.
  - b) 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.
  - c) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions with shall remain in full force and effect.

IN WITNESS WHEREOF, the owners and developers of Choctaw Village Subdivision Tract 'A' have caused this instrument to be executed for recording as the Protective Covenants, Restrictions and Conditions for Choctaw Village Tract 'A' this 28 day of February, 1978.

Babler/L&H Development Co. a joint venture;  
L&H Development Company Babler Bros., Inc.

Lawton U. Noe  
Lawton U. Noe

Corporate Officer  
Corporate Officer

Helen J. Noe  
Helen J. Noe

State of Oregon )  
County of Deschutes) ss.

February 28, 1978

Personally appeared the above - named Lawton U. Noe and Helen J. Noe and acknowledged the foregoing instrument as their voluntary act.



Before me: Notary Public for Oregon

My commission expires: Nov. 6, 1979

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State of Oregon  
County of Deschutes

I, Robert T. [Signature] who, being  
the Vice President  
of said corporation, and that the foregoing  
instrument is a true and correct copy of said corporation by  
its board of directors.



Notary Public for Oregon

My commission expires: 11/22/2011

201123

STATE OF OREGON

County of Deschutes

I, Robert T. [Signature]  
Notary Public for Oregon  
do hereby certify that the foregoing  
instrument is a true and correct copy  
of said corporation by its board of directors.

Notary Public for Oregon

[Signature]

Robert T. [Signature]  
Vice President  
and on