

23928

A M E N D E D  
 PROTECTIVE COVENANTS FOR  
 CONESTOGA HILLS FIRST & SECOND ADDITION  
 A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WAGON WHEEL DEVELOPMENT, INC., an Oregon corporation, the owner of

CONESTOGA HILLS FIRST AND SECOND ADDITION  
 A Subdivision of Deschutes County, Oregon

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  
 Use of the Property

Section 1. Use and Occupancy of Property. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise provided herein.

ARTICLE II  
 Architectural Control Committee

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established. It shall consist of three members and shall initially be composed of KENNETH A. WALTER, ERNEST L. SIMPSON and DEAN PIERATT. A majority of the committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor 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. However, the membership of the Committee after three years from the date of the first sale or when thirty percent of the lots are sold, whichever comes first, shall be composed solely of lot owners with selection being made by an annual vote of all then lot owners. Wagon Wheel Development, Inc., as developers, shall be entitled to participate as a sole lot owner so long as it owns one or more lots.

Section 2. Construction and Alterations of Improvements. 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 such person, association, or owner has first obtained the consent thereto of the Architectural Control Committee in writing.

Section 3. Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural Control Committee, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

Section 4. 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 high design standards of Conestoga Hills. Considerations such as color, design, view, effect 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 to any proposal.

Section 5. Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5(a) the Committee shall conclusively be deemed to have consented to the proposal.

Section 6. Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

Section 7. Construction Time. No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

Section 8. Rules and Regulations. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 51 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

Section 9. Voting. A vote of 51 percent of the owners of the section can adopt, amend, or repeal such rules.

Section 10. Type of Building. No building other than a single-family dwelling for private use may be constructed

on any lot. 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. No mobile home, trailer or off-site constructed building shall be used as a residence or outbuilding.

Section 11. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or 1 year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

### ARTICLE III

#### RESTRICTION ON USE OF PROPERTY

Section 1. 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) Parking. As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are garaged or screened from the view of all roads and adjoining lots.

(b) Animals. As a place to raise domestic animals of any kind except for horses and cows and a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners. Further, all dogs shall be leashed or kennelled and not allowed to run at large.

(c) Fires. As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) Partitioning. No sale of a portion of a lot as platted.

(e) Fences. Except for single-strand electric fences, no metal fences permitted.

(f) Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive conditions, in good repair, and in such fashion as not to create a fire hazard.

(q) Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and streets in a manner approved by the Architectural Control Committee.

(h) Signs and Post Office Boxes. No signs or post office boxes shall be placed or kept on a lot other than those approved by the Architectural Control Committee.

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

(j) 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 lots.

(k) 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 of the lot the reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

(l) Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Committee.

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

(n) Driveways. All driveways must be composed of concrete or asphalt and shall have a minimum width of 10 feet. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

(o) Compliance. 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 constructions, water sanitation and public health.

(p) Septic tanks and drainfields must meet County Health Department standards.

(q) No motorized vehicles other than automobiles and pickups may be operated on the property in the project.

(r) No firearms shall be discharged upon the property.

#### ARTICLE IV

#### GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons 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 person or 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 or by the Architectural Control Committee. In case suit or action is instituted to enforce any of the provisions of these protective covenants the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees in addition to the costs and disbursements as provided for by statute.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 12th day of January, 1979.

WAGON WHEEL DEVELOPMENT, INC.

By Ernest Simpson  
President

By Bill H. Caudle  
Secretary

STATE OF OREGON }  
                          } ss.  
County of Deschutes )

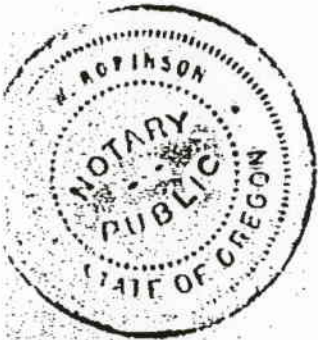
Personally appeared ERNEST L. SIMPSON and BILL H. CAUDLE,  
who being sworn, stated that they are respectively the President and  
Secretary of WAGON WHEEL DEVELOPMENT, INC., and that this instrument  
was voluntarily signed in behalf of the corporation by authority  
of its Board of Directors.

BEFORE ME:

*Dorothy W. Robinson*

NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/21/80



23928

STATE OF OREGON  
County of Deschutes

I hereby certify that the within instru-  
ment of writing was received for Record  
the 28 day of Feb AD. 19 79  
at 9.40 o'clock A M., and recorded  
in Book 294 on Page 379 Records  
of Weeds

ROSEMARY PATTERSON  
County Clerk

By Rhonda Lantz Deputy

# CONESTOGA HILLS 1st ADDITION DESCHUTES COUNTY PLAT NO. 503

LOCATED IN THE NW 1/4 OF SECTION 22,  
T18S, R13E, W1M DESCHUTES COUNTY, OREGON

### APPROVALS

Robert C. Verner 11-29-78  
 CO. CLERK

W. D. Moore  
 CO. CLERK

Edgar J. ...  
 CO. CLERK

...  
 CO. CLERK

...  
 CO. CLERK

...  
 CO. CLERK

...  
 CO. CLERK

...  
 CO. CLERK

John K. ...  
 CO. CLERK

...  
 CO. CLERK

DATE 12-21-78

DATE 12-18-78

DATE 11-27-78

DATE 12-21-78

DATE 12-24-78

DATE 12-6-78

DATE 11-29-78

### SURVEYOR'S CERTIFICATE

I, GEORGE W. COLVIN, JR., REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE STATE OF OREGON, BEING FIRST DULY SWORN DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PEPPER MONUMENTS THE LANDS SHOWN ON THIS PLAT OF "CONESTOGA HILLS 1st ADDITION" LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION TWENTY-TWO (22) IN TOWNSHIP 18 SOUTH RANGE 13 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS THE WEST ONE-QUARTER CORNER OF SECTION 22, T18S, R13E, W1M, DESCHUTES COUNTY, OREGON, THENCE ON S1/4 E 1/4 SECTION 22, T18S, R13E, W1M, 264.81 FEET, THENCE S 00° 23' 31" E 101.34 FEET, THENCE N 89° 35' 48" W 225.54 FEET, THENCE S 31° 53' 58" W 96.87 FEET, THENCE S 41° 49' 28" W 104.25 FEET, THENCE S 22° 33' 55" E 118.90 FEET, THENCE N 89° 35' 48" W 80.90 FEET TO THE POINT OF BEGINNING. CONTAINING 170 ACRES MORE OR LESS. BEARINGS ON THIS PLAT ARE BASED ON SURVEY OF SECTION 22, T18S, R13E, W1M BY GEORGE W. COLVIN, JR.

SUBSCRIBED AND SWORN BEFORE  
 ME THIS 22nd DAY OF DECEMBER, 1978

John K. ...  
 11-24-78

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MARGARET DEVELOPMENT, INC., AN OREGON CORPORATION AND THOROUGH AND DELICELLA FIS, HUSBAND AND WIFE ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND CRAIGED SAID LANDS TO BE SURVEYED AND PLATED INTO LOTS AS SHOWN HEREON, AND THAT WE DO DEDICATE TO THE PUBLIC FOREVER ALL STREETS AND EASEMENTS ON SAID PLAT AND DO HEREBY SUBMIT FOR APPROVAL AND RECORD SAID PLAT OF "CONESTOGA HILLS 1st ADDITION" HENCEFORTH TO BE SO KNOWN.

MARGARET DEVELOPMENT, INC.  
Ernest Simpson 12-18-78  
Charles Fish 12-18-78

### ACKNOWLEDGMENT

ON THIS 22nd DAY OF DECEMBER, 1978, BEFORE ME, APPEARED ERNEST SIMPSON AND CHARLES FISH WHO ARE THE OWNERS OF MARGARET DEVELOPMENT, INC. AN OREGON CORPORATION AND THOROUGH AND DELICELLA FIS, HUSBAND AND WIFE TO ME KNOWING AND BEING THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN STATED.

SUBSCRIBED AND SWORN BEFORE  
 ME THIS 22nd DAY OF DECEMBER, 1978.

John K. ...  
 COUNTY CLERK 11-29-78  
 DATE

# CONESTOGA HILLS 1st ADDITION

## DESCHUTES COUNTY PLAT NO. 503

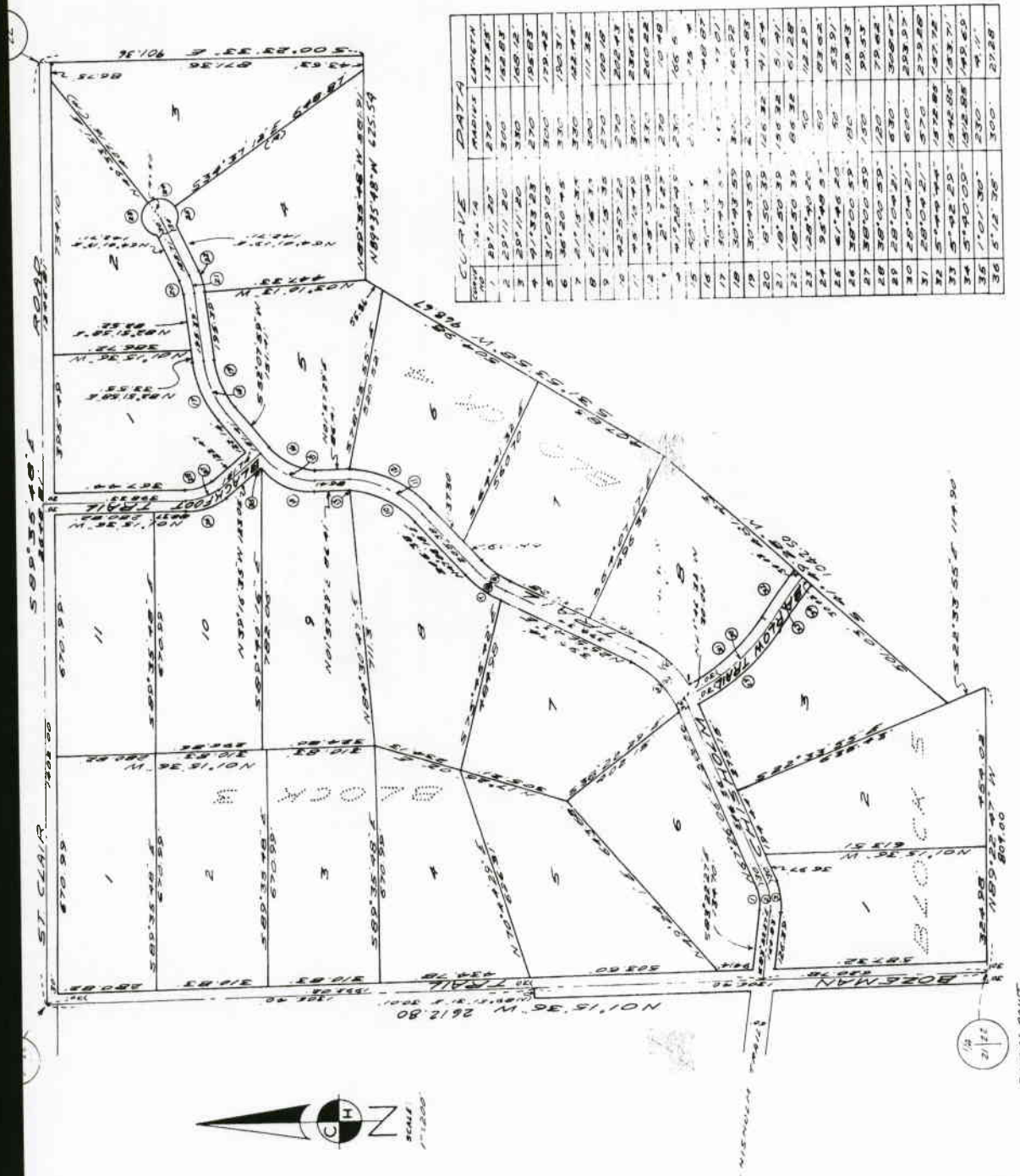
LOCATED IN THE NW 1/4 OF SECTION 22,  
T.18S., R.13E., W.M. DESCHUTES COUNTY, OREGON

FILED

K. SHAWY ATTORNEY  
DESCHUTES COUNTY CLERK

PLATE 2 OF 2

CS08470



| CURVE | BEARING         | DISTANCE | CHORD  | AREA   |
|-------|-----------------|----------|--------|--------|
| 1     | S 81° 11' 20" E | 270      | 187.88 | 187.88 |
| 2     | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 3     | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 4     | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 5     | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 6     | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 7     | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 8     | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 9     | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 10    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 11    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 12    | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 13    | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 14    | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 15    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 16    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 17    | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 18    | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 19    | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 20    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 21    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 22    | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 23    | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 24    | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 25    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 26    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 27    | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 28    | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 29    | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 30    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 31    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |
| 32    | S 20° 11' 20" E | 300      | 168.83 | 168.83 |
| 33    | S 20° 11' 20" E | 270      | 168.83 | 168.83 |
| 34    | S 71° 13' 23" E | 270      | 185.83 | 185.83 |
| 35    | S 71° 13' 23" E | 300      | 199.42 | 199.42 |
| 36    | S 81° 11' 20" E | 300      | 187.88 | 187.88 |

CS08470

PREPARED BY: COLVIN F. HOERNING - ENGINEER IN CHARGE SURVEYING