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VOL

8 PAGE 288

REVISED

Feb. 8, 1983

Further Revised as of March 18, 1983
PROTECTIVE COVENANTS AND CONDITIONS

FOR

DOUBLE "R" ESTATES

DESCHUTES COUNTY, OREGON

ARTICLE I

PROTECTIVE COVENANTS AND CONDITIONS ON USE OF PROPERTY

Section 1. As used in this document, "owner" means the record owner of the fee simple title to any lot within the subdivision, or a contract purchaser if the seller retains legal title merely to secure performance of the contract.

Section 2. Each lot shall be used exclusively for residential, agricultural, or livestock purposes. The term "livestock" shall include cows, horses, llamas & sheep. It will exclude hogs and chickens.

Section 3. No mobile homes, campers, travel trailers, or similar units may be permanently occupied or installed on any lot; however, a camper or other such unit may be used on a temporary basis (in and out) during weekend visits prior to building, on a continuing basis during a vacation not to exceed two (2) weeks, and during the period of construction of a permanent residence on a lot. Any campers, travel trailers, or other such units, kept on any lot, shall be stored in such a manner as to be screened from the view of other lots in Double "R" Estates.

Section 4. The period of construction for a permanent dwelling shall not exceed twelve (12) months.

Section 5. All driveways must be composed of cinders, gravel or asphalt.

Section 6. 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. Dwellings must be suitable for year-round use and must be placed upon permanent foundations consisting of concrete, brick, pumice blocks or stone masonry, in accordance with state and county building codes. All buildings, fences and improvements must be constructed in a workmanlike manner and kept in a condition of good repair. Exteriors of buildings are to be finished with natural material with a rustic appearance using earth tone or natural tone stains. Concrete block chimneys shall be covered with rock, brick, or wood. Roofing shall be wood shake or shingle or earhtone tile; however, outbuildings may have metal roofing. Spark arresters are to be installed in all chimneys.

Section 7. All lot owners must submit to the Design Committee for their approval or rejection of any plans for the residence or any outbuilding prior to being built or constructed.

Section 8. Fences shall harmonize with the surroundings. Fencing must be of wood or pole type construction. Barbless wire or stock fencing with green steel posts will be allowed. Chainlink fencing will not be allowed.

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Section 9. Mobile homes will not be allowed.

Section 10. Dwellings shall be single family, not exceeding two stories in height, and not smaller than 1,000 square feet.

Section 11. No lots may be further subdivided. A lot line adjustment shall not be considered a subdividing under this section. Any such lot line adjustment must conform to all applicable state, county and municipal laws and regulations.

Section 12. 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. Motorized vehicles shall be used for ingress and egress only, and only on established roads. A farm tractor shall not be considered such a "motorized vehicle."

Section 13. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings, thinning for the beautification of the property, or for those lots without existing meadow to provide a garden area.

Section 14. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines and other service facilities shall be screened from the view of neighboring lots. Rubbish and garbage must be kept in suitable containers and removed from the premises. No rubbish may be burned, dumped or buried on the premises or in any area within Double "R" Estates.

Section 15. 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 16. The owner with livestock shall construct fences around his lot which shall be adequate to prevent the escape of such livestock. The owner of any lot keeping livestock shall be liable for all damages caused by livestock escaping and running at large.

Section 17. No more than one sign will be permitted for each lot. The text shall be limited to the owner's name or name and address. Over all dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

Section 18. The roofs of all buildings shall be kept clear of needles, leaves, and other flammable material. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the National Board of Fire Underwriters. The burning of debris in open fires shall be prohibited during the closed season without a fire permit.

Section 19. Dogs shall not be permitted to run at large. At no time shall dogs be permitted to interfere with or annoy (i.e., persistent barking) other residents.

Section 20. The shooting of firearms within Double "R" Estates is prohibited.

ARTICLE II

ARCHITECTURAL COMMITTEE

Section 1. There shall be an architectural committee composed of three members. One member shall be selected by Sam Rail from among the land owners, and the other two members shall be appointed by Sam Rail so long as Sam Rail owns any unsold parcels in the subdivision. Thereafter, all three members of the committee shall be elected by a majority vote of all of the owners in Double "R" Estates.

Section 2. The architectural committee shall supervise and control the architectural design, ornamentation, and aesthetics of structures upon lots in the subdivision to insure compliance with the standards set forth elsewhere herein. No person shall erect, remove or alter any building, structure, wall or other improvement on any lot in the subdivision without the prior written approval of the architectural committee.

Section 3. All persons who propose to erect, remove or alter any building, structure, wall, fence or other improvement on any lot shall submit written plans, drawings and specifications therefore to the architectural committee for approval or disapproval at least thirty days prior to the proposed action. The architectural committee shall approve or disapprove the proposal within thirty (30) days, provided, however, that the architectural committee shall be deemed to have approved the proposal if it takes no action on the proposal within thirty (30) days after submission.

Section 4. The architectural committee, in deciding whether or not to approve a proposal, shall apply the following standards; not to the exclusion of standards set elsewhere in these Covenants and Restrictions:

- a. Simplicity, good proportions and an appearance of naturalness to the ranch setting are desired in the completed structure.
- b. Landscaping of lots shall, to the extent possible, preserve the natural environment. The use of painted or whitewashed rocks or trees or other type of decoration foreign to the natural environment is prohibited.

ARTICLE III

GENERAL PROVISIONS: ENFORCEMENT

Section 1. Every owner shall have the right to enforce, by any proceeding at law or in equity, 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 of the right to do so thereafter. If any owner constructs or permits to be constructed on his property any improvement which violates, or allows the conditions 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 owner of written notice of the violation, may enter upon the offending property and remove the cause of such violation, or 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 the reasonable cost of such action to be a charge against the offending owner's land.

Section 2. Invalidation of any one of these covenants or conditions by judgment or court order shall in nowise 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 representatives, 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 twenty-five (25) year period by an instrument signed by owners of at least seventy-five percent (75%) of the property in the subdivision. All such amendments shall be recorded in the Deed Records of Deschutes County, Oregon.

IN WITNESS WHEREOF, the undersigned, the owner of all property in Double "R" Estates, has executed these covenants and conditions this 23rd day of FEBRUARY, 1983.

BY:

Sam Rail
Sam Rail

STATE OF OREGON, COUNTY OF DESCHUTES)ss

February 23rd, 1983

Personally appeared the above named SAM RAIL, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

William H. Keen
Notary Public for Oregon- My commission expires

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STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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

1993 MAR 21 PM 3:57

MARY SUE PENHOLLOW
COUNTY CLERK

BY Phyllis Luck DEPUTY

NO. 83-4510 FEE 17.00

DESCHUTES COUNTY OFFICIAL RECORDS