

PROTECTIVE COVENANTS FOR EDGECLIFF SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned M. R. S. COMPANY, INC., an Oregon corporation, the owner of Edgecliff Subdivision, 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

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 Oscar J. Murray, Gordon H. Randall, and L. A. Swarens. 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.

Section 2. 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) As a parking or storage place on a permanent basis 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) As a place to raise domestic animals of any kind except for a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

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

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

Section 4. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules.

Section 5. Architectural Control Committee Consent. In all cases in which Architectural Control Committee consent is required the following provisions shall apply:

(a) 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.

(b) 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 Edgecliff. 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.

(c) 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.

(d) 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 the time from the Architectural Control Committee.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

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

Section 2. Construction and Alterations of Improvements in Private Areas. 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 or such change are made in accordance with the published rules of the Architectural Control Committee.

Section 3. Maintenance of Lots. 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 4. Type of Building. No building other than a family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence.

Section 5. 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 one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in these approved structures.

Section 6. 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 common areas in a manner approved by the Architectural Control Committee.

Section 7. Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Committee shall be used to advertise a unit for sale.

Section 8. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. 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, common areas, or private recreational areas.

Section 10. View. The height of improvements or 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 view not present when the lot was originally purchased.

Section 11. Independent Water System Prohibited. Independent water wells and systems are prohibited.

Section 12. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 13. Planting. No trees, shrubs, or other vegetation shall be planted on a lot or removed therefrom without written Architectural Control Committee consent or in accordance with published rules of the Architectural Control Committee.

ARTICLE III

GENERAL PROVISIONS

Section 1. Term. The covenants are to be run with the

land and shall be binding on all parties and all person 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.

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 9th day of September 1976.

M. R. S. COMPANY, INC.

By Gordon H. Randall

STATE OF OREGON, County of Deschutes) ss. September 9, 1976

Personally appeared Gordon H. Randall who, being duly sworn, did say that he is the Secretary of M. R. S. COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: Sally L. Baclash
My commission expires: 3/6/78

5233

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 10 day of Sept A.D. 19 76

at 10.46 o'clock A M., and recorded

in Book 237 on Page 191 Records

of Lead

ROSEMARY PATTERSON

County Clerk

By [Signature] Deputy