

2094-47

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PROTECTIVE COVENANTS FOR
EDGEWOOD SOUTH
A Subdivision of Deschutes County, Oregon

ALL MEN BY THESE PRESENTS:

That the undersigned, Wallace C. Odenthal, Jo M. Odenthal and Peter DeRosa,
D & O Development Company, an Oregon Contractor, the owner of

EDGEWOOD SOUTH

A Subdivision of Deschutes County, Oregon

do 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
for the benefit thereof, to wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. An Architectural Control Committee
hereby established. It shall consist of three members, and shall initially be com-
posed of Wallace C. Odenthal, Jo M. Odenthal, and Peter DeRosa. A majority of the
committee may designate a representative to act for it. In case of the death or re-
signation of any member (s) of the committee, the remaining member(s) shall have full
authority to designate a successor(s). Neither the member of the Committee nor its
designated representative shall be entitled to any compensation for services performed
as such member. In the event that the death or resignation 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 re-
quired herein shall be in writing.

Section 2. Uses Prohibited Without the Consent of Committee. Unless the Comm-
ittee 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 for trailers, truck campers, boats, boat
trailers, snowmobiles, or other off-road vehicles; however, such may be stored pro-
vided 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 a reasonable number
household pets, which are not kept, bred, or raised for commercial purposes and
which are not a nuisance to other owners.

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

(d) No sale of subdivided sections of tracts as platted unless also approved
by Deschutes County.

END TITLE COMPANY
W. WALL BEND OR 97701

(e) Renting or leasing of part of dwelling; except sectioning of dwelling in the nature of guest houses will be permitted when same ownership and occupied by relatives of owner.

(f) Service outbuildings, unless approved by Architectural Committee.

(g) No residence shall be constructed of less than 1,050 square feet of living area, exclusive of garages, porches and outbuildings. Detached garage shall be constructed of quality and appearance that will conform to the residence.

(h) No structure of temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.

(i) No building shall be approved unless it has a cedar or pine shake or shingle roof. Tile or composition roofs may be approved, but roof sample must be submitted before roof approval will be given.

(j) The keeping of swine, horses, cattle, poultry, or goats on said premises.

(k) Exterior material on all dwellings and/or outbuildings must be specifically approved by Architectural Committee.

(l) The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors other than in trim or accent panels will not be permitted.

(m) All driveways to be paved with asphalt or concrete, and there will be no excavation on any of these parcels for gravel or cinders. Existing trees may be removed only with the permission of the subdivider.

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 subdivision 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, two (2) sets of 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. One set of plans, specifications, and other material will be retained by the Committee, the other set, when approved, will be returned to the owner.

(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 Edgewood South. 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 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 on 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 that person, association, or owner has first obtained the consent thereto 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 single-family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence.

Section 5. Appearance. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots in a manner approved by the Architectural Control Committee.

Section 6. Signs. No signs shall be placed or kept on a lot other than a sign no larger than 10" x 24" of natural wood material with lettering stating the name of the occupant and/or the lot, if any, and the address. (Exception: Temporary for sale or garage sale signs).

Section 7. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 8. 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, or private recreational areas.

Section 9. Independent Water System Prohibited. Independent water wells and systems are prohibited without the consent of the Committee.

Section 10. Lighting. No offensive exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 11. 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.

Section 12. No more than 6 months construction time shall elapse for the completion of a permanent dwelling.

Section 13. Septic tanks and drainfields must meet County Health Department standards.

Section 14. No motorized vehicles other than those approved for highway use may be operated on the property in the project, except for construction and landscaping purposes.

Section 15. No firearms shall be discharged upon the property.

ARTICLE III

GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding for all parties 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. Sewerability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 17 day of November, 1978.

D & O DEVELOPMENT CO.

By Wallace C. Odenthal
Wallace C. Odenthal - Owner

By Jo M. Odenthal
Jo M. Odenthal - Owner

By Peter H. DeRosa
Peter H. DeRosa - Owner



STATE OF OREGON, County of Deschutes)ss,
Personally appeared the above named
Wallace C. Odenthal, Jo M. Odenthal,
and Peter H. DeRosa and acknowledged the
forgoing instrument to be his voluntary act.

Lawrence L. Beel
Notary Public for Oregon
My Commission Expires: 12-15-79

15580

STATE OF OHIO
County of Deschutes

I hereby certify that the within and
recited of which was recorded in Book
No. 24 of Vol. No. 1 A.D. 1978
at 8 o'clock P. M. and recorded
in Book 283 on Page 407 of the
of Records

ROSEMARY PATTERSON
County Clerk

By Rhonda Long Deputy