

55- 1708

9385-1075

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GOSNEY MEADOWS

A Subdivision of Deschutes County Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the record owners and contract purchasers and parties of interest of

GOSNEY MEADOWS

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 be for the benefit thereof, to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee: An Architectural Control Committee (ACC) is hereby established. It shall consist of three members, and shall initially be composed of Donald R. Edmunds, Carol J. Edmunds, and William M. Jabs. 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. Rules and Regulations: The Architectural Control 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. A vote of 60 percent of the owners can adopt, amend or repeal such rules.

Section 3. Architectural Control Committee Consent: In all cases in which Architectural Control Committee consent is required, the following provisions shall apply:

RECORDED BY:  
FIRST WESTERN TITLE CO.  
5226-E

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(a) Material Required to be Submitted: Two sets of plans, specifications, and any other material the ACC deems necessary must be submitted to the ACC a minimum of thirty (30) days in advance of the activity requiring consent.

(b) Architectural Control Committee Discretion and Guidelines: The ACC 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 design standards of Cosney Meadows. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the ACC 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 ACC fails to render its decision with respect to any proposed work within the thirty (30) days granted, the Committee shall conclusively be deemed to have consented to the proposal.

(d) Variance May Be Allowed: The ACC may allow reasonable variances and adjustments of the provisions of these conditions, covenants and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided that this must be done in conformity with the intent and purposes thereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

(e) Effective Period of Consent: ACC consent shall be revoked one (1) year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the ACC.

Section 4. No Liability of Committee: Neither the ACC nor any member thereof shall be held responsible, or liable in any manner whatsoever, to any owner of a tract for any loss or damage due to design concepts, aesthetics, errors or defects, patent or latent, shown or omitted, on any plans or specifications, upon which it may pass, or any buildings or structures erected therefrom.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

0088-1077

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 improvements on any lot or alter or refinish the exterior of any improvement on any lot, make any change in any lot, including but not limited to fence construction, 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 ACC.

Section 3. Maintenance of Tracts: 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. No tract shall be used as a storage or dumping ground for rubbish, trash or garbage; and other wastes shall be kept in sanitary containers at all times. All incinerators or other equipment used for the storage or disposal of such materials shall be screened from the view of others.

Section 4. Type of Buildings: No building, or other structure of any kind, whatsoever, shall be constructed on said property for use for any other purpose than a residence, together with such other incidental buildings as may be and are ordinarily used in connection with a residence. A private stable or barn may be constructed and maintained to keep horses and livestock for personal use. All outbuildings must be designed, constructed and painted or stained to reasonably conform to or compliment the residence. No mobile or modular dwellings will be permitted.

Section 5. Signs: No commercial sign may be displayed to the public view from any parcel other than "FOR RENT", "FOR SALE", or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than five (5) square feet. Signs indicating the owners name will be permitted.

Section 6. Utilities: No above ground utilities, pipes, delivery poles, or wires shall be used to connect improvements with supplying facilities.

Section 7. Offensive or Commercial Activities: No noxious, offensive or commercial trade or 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.

0088-1078

Section 8. Views and Solar Access: The height of improvements or imported vegetation and trees on a lot shall not materially restrict the view or solar access of other lot owners. The ACC shall be the sole judge of the suitability of such heights. If the ACC determines there is such restriction in the view or solar access of other lot owners, written notice shall be delivered to the offending owner. If after thirty (30) days the improvement, vegetation, or trees are not removed or reduced in height as directed by the ACC, 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.

Section 9. Independent Water Systems Prohibited: Independent water wells and systems are prohibited without the consent of the committee.

Section 10. Lighting: No exterior lighting or noise making devices shall be installed or maintained on a lot without written ACC consent.

Section 11. Driveways: All driveways must be composed of oil mat, concrete, asphalt or crushed aggregate with a dust paitive and shall have a maximum width of sixteen (16) feet. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical. Driveways must be hard surfaced within twenty four (24) months of occupancy of a dwelling unit. Driveways must be kept maintained and dust free.

Section 12. Easements: There shall be reserved to Seller and the future owners of all parcels of Gosney Meadows the existing easements of record, and an easement along Gosney Road for waterlines and other utilities for the benefit of all parcels of Gosney Meadows.

Section 13. Construction Completion: No more than twelve (12) months construction time shall elapse for the completion of a permanent dwelling once construction has begun.

Section 14. Living Area: No residence shall be constructed with less than 1,500 square feet in size and shall be no more than two stories in height. Smaller sizes will be considered if architectural design and use is justified to the ACC.

Section 15. Motor Vehicles: No motorized vehicles other than automobiles and farming equipment may be operated on the property. Other vehicles may enter and exit the property providing they are not a nuisance to others.

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Section 16. Storage of Vehicles: No trailers, truck campers, boat trailers, snowmobiles, other off-road vehicles or any other vehicle or equipment shall be stored within 50 feet of a lot line or roadway. Any of the above described vehicles shall be screened from view from a road or neighboring lots. Any exception to this rule must be approved by the ACC.

Section 17. Setbacks: All proposed buildings must be set back from lot lines and roads as much as practicable to obscure their view from roads and other dwelling units. A 100 foot setback from any road or lot line will be considered a minimum distance. Should any portion of the southern building line be closer than 150 feet to a lot line, the owner shall satisfy the requirements of Deschutes County with respect to solar access. Any exception to these rules must be approved by the ACC.

Section 18. Delivery and Use of Irrigation Water: Irrigation water is delivered to each lot through lateral ditches from the Central Oregon Irrigation District main canal. Fifty nine (59) acres of irrigation water are adjudicated to the property within Gosney Meadows, and each Tract is adjudicated a specific acreage of water as shown on the plat map.

Tracts one through five receive water through a jointly owned lateral. These tracts will receive the full flow of water for a prorated duration in accordance with a rotation schedule established by the ACC. If an owner wishes to irrigate by sprinkling rather than flood irrigating, it will be the owners responsibility to provide adequate storage facilities to capture the necessary supply during the normal rotation period.

Parcel five presently receives irrigation water from two locations:

- (1) A sub-lateral originating at parcel four which services the westerly portion of parcel five.
- (2) an independent lateral originating near the main C.O.I. headgate which provides irrigation water for parcels one through five.

The owner(s) of parcel five may elect to receive the full water allocation for parcel five through the independent lateral. The sub-lateral from parcel four would thereby be eliminated.

The implementation of the above is subject to the rules and regulations of the Central Oregon Irrigation District and of the ACC.

Tract six receives water from a separate lateral and can have continuous water delivery if desired.

0088-1080

The owner of each tract of land shall properly maintain lateral ditches and headgates within the confines of the property so as to deliver the full flow of water to the adjacent tract(s). Penalty for failure to properly maintain these facilities is covered in ORS 54G.410. Each owner shall put the irrigation water to beneficial use and shall prevent flooding or runoff to adjacent properties or right-of-ways.

All delivery and use of irrigation water is subject to the rules and regulations of the Central Oregon Irrigation District and these conditions, covenants and restrictions. Any changes in delivery of water, restrictions or construction required by the Central Oregon Irrigation District shall be the responsibility of each individual owner.

Section 19. Sewage Disposal: All dwellings shall have an onsite sewage disposal system installed in compliance with the requirements of the laws of Deschutes County and the State of Oregon governing domestic sewage and other household liquid waste disposal.

Section 20. Subdivision of Tracts and Multiple Dwellings: No parcel shall be divided into smaller parcels for a period of ten (10) years from original purchase and at no time shall any parcel be less than one-half of the original size of the tract as shown on the recorded plat.

No more than one residential dwelling shall be permitted on a parcel unless occupied by guests, employees or relatives of owner.

Both the subdivision of tracts and the construction of more than one dwelling requires ACC and Deschutes County approval.

Section 21. Roofing: All homes and nearby outbuildings shall be roofed with wooden shakes or shingles or tile, unless the ACC believes that an architectural design warrants another type of roofing. Other roofing materials will be considered on outbuildings which will not be in view of roadways or other dwellings.

Section 22. Colors: The use of earth-tone wood stains in lieu of paints will be encouraged. Bright paint exteriors, other than trim or accent panels will not be permitted.

Section 23. Fencing: Owners are encouraged to cooperate in the construction and maintenance of fences. New fences constructed along common lot lines and along public roadways shall conform to the new wood fence constructed along Gosney Road. Owners are encouraged to construct all other fences similar to the Gosney Road fence, however, the ACC will consider other types of fences depending on location and use.

All fences shall be kept well maintained. Gate locations along public roadways shall be subject to approval by the ACC and the governing public body controlling the roadway.

0088-1081

Section 24. Raising of Animals: Any owner may raise and/or keep for their own use any type of live stock poultry. All animals must be properly fenced, caged, boxed or whatever is necessary to maintain animals to his or her own property. Also, no obnoxious or offensive condition will be allowed to develop to the point of being a nuisance to the neighborhood.

Section 25. Commercial Activities: No commercial activity may be engaged in on the premises which is visible. Artists, architects, designers, sales representatives or others of an individual or like calling may pursue the same upon the premises, so long as he or she does not advertise or offer for sale to the public his or her products upon the premises. No obnoxious or offensive activity shall be carried on upon the premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 26. Discharge of Firearms: No person shall fire or discharge any gun or other weapon which propels projectiles by use of bow, sling, explosive, jet air rocket propulsion, except in defense or protection of his property, person or family.

Section 27. Compliance with Laws: 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 construction, water sanitation and public health.

Section 28. Non Compliance of Tract 2: Certain structures on Tract 2 exist at the time of filing of this document that do not conform to these conditions, covenants and restrictions. These structures will be allowed to remain as long as they are maintained to structural soundness and neat appearance. Any modification of the structure shall meet the requirements of this document. Should any of these structure become in disrepair, they shall be promptly removed by the owner. Any new improvements to Tract 2 shall conform to this document.

ARTICLE III

GENERAL PROVISIONS

0088-1082

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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty (60) percent of the then existing owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.

Section 2. Enforcement: The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages or both by the owner or owners, of any of the above described lands, their and each of their, legal representatives, heirs, successors and assigns; and a failure, either by the owners named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Personal liability: Neither the ACC nor any member thereof shall be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, and without willful or intentional misconduct.

Section 4. Severability: Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

Section 5. Attorney's Fees: In the event suit or action be instituted to enforce any of the terms or conditions of this document, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate courts.

Section 6. Voting: Each tract shall be entitled to one (1) vote.

Section 7. Amendment: These Covenants, Conditions and Restrictions may be amended by obtaining written approval of the proposed amendment from Owners of sixty (60) percent of the lots.



0088-1083

IN WITNESS WHEREOF the parties hereto have hereunto set their hands, this 10<sup>th</sup> day of JANUARY, 1985.

Donald R. Edmunds  
Donald R. Edmunds

Carol J. Edmunds  
Carol J. Edmunds

William M. Jabs  
William M. Jabs

Sandra K. Jabs  
Sandra K. Jabs

STATE OF OREGON )  
County of Deschutes ) ss.

JAN. 10, 1985

Personally appeared the above named Donald R. Edmunds, Carol J. Edmunds, William M. Jabs and Sandra K. Jabs and acknowledged the foregoing instrument to their voluntary act and deed.

Before me: J. A. DeBucken  
Notary Public for Oregon  
My commission expires: 11-29-87



88-1084

STATE OF OREGON )  
COUNTY OF DESCHUTES ) ss.

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

1988 FEB -7 PM 2:10

STATE OF OREGON  
COUNTY OF DESCHUTES

*M. S. Pennollo* DEPUTY

NO. 88-1708 FEE 37-

DESCHUTES COUNTY OFFICIAL RECORDS