

22683

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

HI-COUNTRY ESTATES

a subdivision of 20 lots in a portion of S.E. 1/4 of the S.W. 1/4 of  
Section 20 T15s R13E

Deschutes County, Oregon

Vintage Home Construction Corporation as developers and owner of Hi-Country Estates hereby declare that all of the property known as Hi-Country Estates is and shall be conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Hi-Country Estates.

Definitions:

(a) "Declarant" shall include the corporate members Don G. Lowe as acting President and Michael A. Hensley as acting Secretary-Treasurer of Vintage Home Construction Corporation, developers and owners of Hi-Country Estates.

Section 1. Use. Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property except that of an artist, craftsman or hobbyist provided he does not advertise or offer for sale to the public his products upon the property of Hi-Country Estates. By consent of all lot owners further exceptions may be granted.

Section 2. Specifications. Not more than one single-family dwelling not to exceed two stories in height, not more than one three car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot. Minimum square footage per single-family dwelling is 900 square feet excluding the garage, unless unanimously approved by the Architectural Control Committee.

Section 3. Design Control. The board of directors of Vintage Home Construction Corporation shall appoint a Design Control Committee to ensure that buildings constructed in Hi-Country Estates will be consistent with the overall plan and design motif for Hi-Country Estates. Purchasers of lots shall not construct or alter any improvements on their site until:

(a) The owners have submitted to the Design Control Committee, two complete sets of plans and specifications therefore in form satisfactory to the architectural committee, showing insofar as the appropriate (i) the size and dimensions of the improvement (ii) the exterior design (iii) the exact location of the improvement on the lot (iv) the location of driveways and parking areas (v) the scheme for drainage and grading (vi) landscaping arrangements; and

(b) Such plans and specifications have been approved in writing by the Design Control Committee and a copy of such plans and specifications as finally approved deposited for permanent record with the committee.

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3.1 Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the architectural committee with the grading and drainage plan, the location of the structure, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alterations, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because of its reasonable judgement of the committee, would render the proposed improvement in-harmonious or out of keeping with Vintage Home Construction Corporation objectives or the improvement erected on other homesites in the immediate vicinity of the leased premises.

3.2 If within 20 days of their submission, the purchaser has not been notified in writing as to the acceptance or nonacceptance of the plans and specifications, then they shall be deemed to have been approved by the architectural committee.

3.3 The composition of the Design Control Committee shall be the board members of Vintage Home Construction Corporation and

3.4 The Design Control Committee's overall checklist shall comply with all local state authorities requirements as well as compliance with the good building practices of the M.B.S. handbook.

Section 4. Set Backs. Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body of Deschutes County.

Section 5. Trees. All trees shall be left standing, with the exception of those needing removal for the purpose of home construction.

Section 6. Painting. All buildings constructed on any portion of Hi-Country Estates, excepting the portions of the whole thereof constructed of brick or stone, shall be painted or process painted both as to exterior and interior within five (5) months of the date of construction of the building is started and shall be periodically painted thereafter. The Board of Directors of Vintage Home Construction Corporation shall have the exterior painted and assess the owner for charges.

Section 7. Lot Division. No lot shall be divided without the written consent of the Declarant or its heirs and assigns.

Section 8. Sewage. All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.

Section 9. Water Supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Deschutes County Sanitarian, Department of Environmental Quality, and Deschutes County Planning Commission. Approval of such systems as installed shall be obtained from such authority.

Section 10. Cleanliness. Each parcel and its improvements shall be maintained in a clean and attractive condition in good repair and in such a fashion as not to create a fire hazard or visual pollution.

**Section 11. Screening.** All garbage, trash, cuttings, refuse, and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring parcels.

**Section 12. Dumping.** No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No rubbish may be burned or buried on or near Hi-Country Estates.

**Section 13. Drilling or Mining.** No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

**Section 14. Mobile Homes.** Mobile homes of any kind are not permitted on Hi-Country Estates for residential purposes.

**Section 15. Temporary Residence.** No trailer, tent, shack or other building shall be constructed or placed upon any portions of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

**Section 16. Fences.** No fence, wall or hedge in excess of 48 inches in height shall be permitted to extend from the minimum front setback line of the house to the curbe line of the street, and no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2 1/2) feet and six (6) feet above roadways shall be placed or permitted to remain on any corner lot.

**Section 17. Signs.** No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", or one used by the builder to advertise that property during construction and sales period. No sign shall be larger than five (5) square feet other than that supplied by the subdividers or their agents. One non-commercial sign shall be permitted for each building site. Text shall be limited to the owners name and/or the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

**Section 18. Public Utility Easements.** The Declarant reserves the right to change, extend, or close any streets or roads in Hi-Country Estates, and to cut new streets or roads provided such changes shall not interfere with the ingress or egress to the property or any owner.

18.1 Easements and right of way are hereby specifically reserved to the Declarant and their respective successors and assigns, for the erections, construction, operation and maintenance of roads, poles, trenches, wires, and conduits for the transmission of electricity, heat, power, telephone, sewers, drains, water systems and for any other reasonable purpose, and any other method of conducting and performing any public or quasi-public utility service or function.

18.2 Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow, and service. The owner or owners of lots upon which said easements are located shall have the right to use at their own risk, the portions of the easement within their lot for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.

**Section 19. Offensive Activity.** No illegal, noxious or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house other than building on Hi-Country Estates shall not be considered an offensive activity.

**Section 20. Firearms.** The shooting of firearms on the premises is prohibited.

**Section 21. Pets.** No animals other than domestic pets shall be kept on any part of Hi-Country Estates and domestic pets shall not be kept, bred, or maintained for commercial purpose.

**Section 22. Enforcement.** These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Hi-Country Estates and it is intended hereby that any such person shall have the right prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

**Section 23. Term.** These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through, or under them until 1999, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of majority of the then owners of the parcels it is agreeable to change said covenants in whole or part.

**Section 24. Invalidation.** Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

**Section 25. Binding.** The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Hi-Country Estates and each of their legal representatives, heirs, successors, or assigns, and a failure, either by the owners above named or the legal representatives, heirs, successors, or assigns, to enforce any such condition shall in no event be deemed a waiver of the right to do so thereafter.

**Section 26. Omission or Conflict.** When the covenants do not cover a situation, the rules and regulations of the City of Bend and Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the Declarant shall govern in determining which rules are the strictest.

Section 27. Applicability to Declarant. Covenants 3, 7, 8, 10, 11, 12, 13, 15, 16, and 17, shall not be applicable to Declarant during the construction and sales period. The Declarant shall have the right to assign one or all of their rights under this covenant to another builder or developer provided that the Declarant develops the tract in accordance with the plan as platted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 12th day of February, 1979.

*Michael A. Hensley*  
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Michael A. Hensley  
Sec. - Treasurer

*Don G. Lowe*  
\_\_\_\_\_  
Don G. Lowe  
President

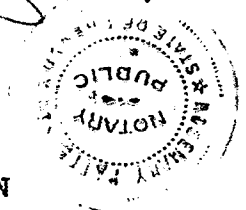
Properly notarized and sealed

STATE OF OREGON,

County of Deschutes

Personally appeared the above named Michael A. Hensley and Don G. Lowe, Developers and Owners, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Rosemary Patterson*  
Notary Public for Oregon  
My commission expires: *7-25-82*



22683

STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 13 day of Feb A.D. 19 79 at 3:01 o'clock P. M., and recorded in Book 293 on Page 515 Records of Reeda

ROSEMARY PATTERSON  
County Clerk

By *Reonda Lang* Deputy