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DECLARATIONS, RESTRICTIONS  
PROTECTIVE COVENANTS AND CONDITIONS

THIS DECLARATION made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarants":

WHEREAS, Declarants are owners of certain real property in the county of Deschutes, State of Oregon, hereinafter referred to as "Reserved Area", more particularly described as follows:

East  $\frac{1}{2}$  of East  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 1, T 17 S of R 11 E of WM

WHEREAS, Declarants desire to subject the Reserved Area to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said property and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto,

NOW THEREFORE, Declarants hereby declare that all of the said property is and shall be held and 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 said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons having any right title or interest in the described property or in any part thereof, their heirs, successors and assigns, and shall inure to each present and future owner thereof during the term hereof or any extension.

1. The easements, conditions, covenants, restrictions and reservations set forth herein shall be binding for a period of twenty years from March 1, 1974. After the expiration of said term they shall automatically be extended for successive periods of ten years and may be amended, modified or terminated only in accordance with the terms of this agreement.

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2. Declarants or the survivor of them or their heirs or devisees may add additional real property to the Reserved Area and subject it to these declarations, restrictions, protective covenants and conditions provided that such additional real property must be located in Section 1 or Section 2 of Township 17 South, Range 11 East of the Willamette Meridian or be adjacent to said Sections. Additions shall be made by filing of record a supplemental Declaration of covenants and restrictions with respect to the additional property.

3.(a) No part of the property in the Reserved Area may be conveyed by sale or gift or otherwise in parcels of less than five acres. No structure other than a single one-family residence may be constructed or put on any one parcel subject to the exceptions hereinafter noted, and any such residence shall not be located closer than one hundred feet from the nearest property line.

(b) Attached or unattached out-buildings or structures not over 15 feet high may be erected so long as they are in good taste and at least 100 feet from the nearest property line, provided no such structure wherever located may be built for use or used in any manner for any purpose which endangers the health or comfort, or unreasonably disturbs the peace and quiet of, an owner or occupant of property in the neighborhood.

(c) Other structures may be erected if they are consented to in writing by all persons owning property within a radius of 300 feet of the site of the proposed structure and by persons owning a majority of acres within the Reserved Area.

(d) No residential structure shall be placed on any parcel unless plans and specifications shall have been submitted in writing to and approved by the Review Committee, constituted as hereinafter set forth. The intent of the Committee's review shall be to make sure that the proposed structure and its location will be in accordance with these protective covenants and in keeping with the natural, rural character of the property. The Committee's approval shall be presumed unless within 30 days of receipt of such submission, the Committee informs the applicant in writing of its action thereon, which shall be binding. The Committee shall not unreasonably withhold its approval.

With respect to other structures, a land owner may at his option submit plans and specifications to the Review Committee in order to obtain a determination that the structure conforms with these Restrictions, covenants and conditions.

(e) The Review Committee shall consist of Alfred H. Corbett, Nancy deC. Corbett and Anne C. Foley. In the event of the death, resignation or refusal or inability to act of any member, the remaining member or members may appoint a successor or successors by filing a designation to that effect among the land records. Members may act through designated proxies.

4. No structure of a temporary character, house trailer, basement, tent, cabin, shack, or garage, barn or other out-building may be put upon any parcel at any time as a residence, either temporarily or permanently. No house trailer may be stored or placed upon any parcel except in an enclosed structure other than by a builder for a reasonable time while used by him in construction. Horse trailers are permitted so long as they are stored unobtrusively at least 100 feet from the nearest property line. Unused vehicles may be stored only in an enclosed structure permitted under paragraph 3 (a).

5. No parcel or any portion thereof may be used or maintained as a dumping or storage ground for rubbish or equipment. Trash, garbage, refuse or other waste material may be kept temporarily awaiting prompt removal, but then only in a storage area, screened by appropriate planting or otherwise, and shall be enclosed in a sanitary container. Compost heaps shall not be located less than 100 feet from the nearest property line and shall be screened by appropriate fencing.

6. Horses and cows may be kept in numbers consistent with the requirements of good husbandry, and domestic household pets may be kept in reasonable numbers on any parcel provided they are not permitted to wander to the annoyance of neighbors. Pigs, goats and domestic fowl may not be kept in locations closer than 300 feet from the nearest property line without the consent of the owners of the property located within that distance.

7. All property, improved or unimproved, shall be put and maintained in a neat and sightly manner at all times. In the wooded portion of the Reserved Area the trees shall be preserved with the right of the owner of each parcel to thin out undergrowth and trees around his residence to the extent necessary to admit sunlight and permit a healthy lawn to grow around his residence. No healthy tree situated within 50 feet of any property line shall be removed or pruned substantially without the written consent of the property owners adjacent to the borders in question.



8. No shooting or hunting by fire arm, air rifle or other gun or pistol for sport may be carried on in the Reserved Area.

9. The use of lights glaring beyond the owner's property or any other visual or auditory device that could be troublesome to neighbors is prohibited. The use of motorcycles, motorbikes and snowmobiles shall be limited to transportation between the residence and the nearest public road, and shall not otherwise be used in the Reserved Area.

10. 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. Prior to having recourse to such enforcement proceedings, a complainant shall first submit such complaint to the Review Committee for comment and guidance, to the end that such dispute may be resolved amicably through such conciliatory means.

11. Invalidation of any of these Covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

12. During the lifetimes of Declarants or the survivor of them and so long as they or the survivor of them shall own property in the Reserved Area, the foregoing Restrictions and Covenants may be waived in whole or in part with respect to particular places and cases by the written consent of (a) Alfred H. Corbett and Nancy deC. Corbett and (b) each land owner in the Reserved Area whose property line is within one hundred and fifty feet of the particular place.

13. The foregoing Restrictions, covenants and conditions may be waived, amended or modified at any time by a written document signed by the owners of not less than 66% of the property in the Reserved Area, and filed of record.

Dated the 26th day of August 1974.

*Alfred H. Corbett*  
*Nancy deC. Corbett*

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District of  
Columbia } SS

Subscribed and sworn to me this 29th day of August 1974  
by Alfred H. Corbett and Nancy deC. Corbett



Anna Jean Spickard  
D.C. Notary Public

My Commission Expires Jan. 31, 1976

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-  
ment of writing was received for Record  
the 14 day of Sept. A.D. 1974  
at 4:17 o'clock P.M. and recorded  
in Book 211 on Page 57 Records  
of Deschutes

ROSEMARY PATTERSON  
County Clerk

By John M. Gentry Deputy