

30702

BOOK 322 PAGE 190

ADDENDUM
TO
DECLARATIONS
RESTRICTIONS
PROTECTIVE COVENANTS
AND
CONDITIONS
FOR
JUNIPER CREEK
AND
JUNIPER CREEK ADDITION #1

Deschutes County, Oregon

This Declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "Said Property", more particularly described in the attached EXHIBIT "A"; and

WHEREAS, Declarant desires to subject said property to further protective covenants and restrictions for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto;

THIS ADDENDUM is in addition to those certain Covenants, Restrictions and Enforcements for said property recorded in Volume 305, page 672, Volume 309, page 430, and Volume _____, page _____, Deed Records.

NOW, THEREFORE, Declarant hereby declares that all of said property is and shall be held and conveyed upon and subject to the conditions, covenants and restrictions hereinafter set forth. These covenants, restrictions and conditions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants and restrictions shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I

DEFINITIONS

Wherever used in this Declaration, the following terms shall have the following meanings:

1.1 "Said Property" shall mean and refer to that certain real property hereinafore described.

and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded Declarations in the manner hereinafter set forth.

- 1.2 "Lot" shall mean any tax lot contained within said property, any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.
- 1.3 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains title merely to secure an obligation.
- 1.4 "Roadway" shall mean any street, highway, or other thoroughfare as shown on the recorded plat of said property.
- 1.5 "Architecture Review Committee" shall mean the committee appointed pursuant to the provisions of Article IV herein.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY
TO THIS DECLARATION

- 2.1 At any time before January 31, 1999, Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property in future stages of development if such additions are in accord with the general plan of the development of JUNIPER CREEK and JUNIPER CREEK ADDITION #1.
- 2.2 Method of making additions: Additions authorized under this article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to additional property. Such additional declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke, modify, or add to the covenants established by this Declaration with respect to said property.

ARTICLE III

RESTRICTIONS ON USE OF PROPERTY

- 3.1 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, including all required landscaping.
- 3.2 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 except as expressly provided for herein.
- 3.3 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 of neighboring lots.
- 3.4 Utilities: No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.
- 3.5 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 interfered with or jeopardized the enjoyment of other lots, or private recreational areas.
- 3.6 Independent Water System Prohibited: Independent water wells and systems are prohibited without the consent of the committee.
- 3.7 Lighting: No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.
- 3.8 All driveways must be composed of concrete or asphalt and shall have a minimum width of 12 feet and a maximum of 18 feet. Only one driveway will be permitted per lot, except circular driveways will be permitted where practical.
- 3.9 Trees will only be removed with permission of the Architectural Review Committee, but no reasonable site placement shall be denied.

- 3.10 No motorized vehicles other than automobiles may be operated on the property in the project, except for Construction and Landscaping purposes.
- 3.11 No firearms shall be discharged upon the property.
- 3.12 Only new double wide mobile homes or larger will be allowed as per Conditional Use Change #C-8-89 of the City of Bend, Deschutes County, Oregon.
- 3.13 All mobile homes will have permanent concrete or concrete block foundations with footing as per City Code.
- 3.14 All lots must have at least one wood frame carport and garage, or 2 car garage, and at least one other off-street parking space. Double car garages will be encouraged. No metal carports or porch roofs will be allowed. All carports must have no less than 32 feet of storage room floor space each. All detached storage buildings, garages, carports, porch roofs, decks and stairways will be of wood construction with siding and color to match the dwelling.
- 3.15 All wood stairways and decks will be properly constructed to U.B. C. Standards and pleasing to the eye.
- 3.16 All dwellings and detached structures will have either composition or cedar shingles.
- 3.17 All dwellings and detached structures will have no less than a 2" in 12' pitch roof and overhang.
- 3.18 Placement, exterior color, site plan, tree removal, garages and carports all must be approved by the Architectural Review Committee before placement or construction begins.
- 3.19 Detached storage buildings will be allowed only if the exterior matches the existing dwelling and the placement is approved by the Architectural Review Committee.
- 3.20 All trash cans and storage of any kind must be screened from view of all neighboring lots and streets.
- 3.21 Foundations must be recessed into the ground, or backfilled to U.B.C. Standards.
- 3.22 All exterior colors will be on an earthtone approved by the Architectural Review Committee. (No exceptions will be considered).

- 3.23 All siding of dwellings and detached structures will be of wood hardboard siding or hardboard lapped siding by Masonite Corp.
- 3.24 Exceptions for the use of lapped metal siding will only be allowed in the following colors: Earthtones approved by the Architectural Review Committee.
- 3.25 No vertical aluminum on metal siding will be allowed (No exceptions).
- 3.26 Skirting will be of concrete block, plaster, layed up rock, or siding to match the residence continuing to ground level or below. No vertical metal skirting will be allowed, only horizontal metal siding to match the residence.
- 3.27 Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.
- 3.28 No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architecture Review Committee as to design, materials, and location with respect to topography and finished grade location. Approval shall be as provided in Article IV herein.
- 3.29 Set back lines shall be not less than 25 feet from front lot lines to any structure upon the lot with the exception of a fence the heighth, location and materials to be approved by the Architecture Review Committee.
- 3.30 All owners 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.
- 3.31 Any work in constructing or erecting any building or other structure or improvement shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein.
- 3.32 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall

be used on any lot at any time, except during construction of any improvements for a period of time not to exceed twelve months.

- 3.33 No lot shall be subdivided or partitioned without prior written approval of the Architecture Review Committee and approval by the appropriate governmental unit with authority over such matters.

ARTICLE IV

ARCHITECTURE REVIEW COMMITTEE

- 4.1 Responsibility. The Architecture Review Committee will be responsible for the approval of plans and specifications for the placement of any building, structure, or other improvements on any lot, including landscaping, and conformance with these covenants and restrictions.
- 4.2 Membership. The Architecture Review Committee shall consist of three members, and shall initially be composed of two representatives from Declarant or its successor Robert Kent, or his designee, so long as said designee is an officer or employee of Jeld-Wen, Inc. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of the committee shall occur without successors having been appointed, the majority of the owners shall have full power to designate successors.
- 4.3 Action. Except as otherwise provided herein, a majority of the Architecture Review Committee shall have power to act on behalf of the committee. Each member shall be notified in writing at least 5 days before any meeting of the committee. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.
- 4.4 Failure to Act. In the event the committee, or its designated representative, fails to approve or

disapprove plans and specifications within 5 days after the same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with.

- 4.5 Nonwaiver. Consent by the Architecture Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 4.6 Liability. Neither the Architecture Review Committee nor any member thereof shall be liable to any owner for any damage, loss, prejudice suffered or claimed on account of any action or failure to act of the committee or any member thereof, provided that only the members, in accordance with actual knowledge possessed by them or him, has acted in good faith.

ARTICLE V

GENERAL PROVISIONS

- 5.1 Enforcement. Any owner or the owner of any recorded mortgage upon any of said property, or Jeld-Wen, Inc., a corporation, owner and developer of the adjacent Tanglewood subdivision, shall have the right to enforce by and proceeding at law or in equity all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 5.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.
- 5.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 25 years from the date this Declaration is recorded, after which such covenants shall be automatically extended

for successive periods of 10 years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first 25 years by a vote of at least 75 percent of the owners, excluding Declarant or its successor. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

5.4 Benefit of Provisions; Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions, restrictions or covenants herein contained, shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all said property have hereunto caused these presents to be executed this 22 day of May, 1980.

Nicholas J. [Signature]
PRES.
Richard J. [Signature]
SECRETARY

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this 22 day of May, 1980, by Nicholas J. [Signature], President, and Richard J. [Signature], Secretary.



Laurie L. [Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: 2/15/83

30702

STATE OF OREGON

County of Deschutes

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

the 23 day of YUGA, A.D. 1980

at 12:13 o'clock P. M., and recorded

in Book 322 on Page 176 Records

of Deeda

ROSEMARY PATTERSON

County Clerk

By Rhonda 10/18 Deputy

