

After Recording, return to:
 ReMarkable Properties, Inc.
 P.O. Box 5803
 Bend, OR 97708

96-17829

DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS
 OF MAJESTIC SUBDIVISION

THIS DECLARATION OF BUILDING AND USE RESTRICTIONS AND ARCHITECTURAL CONTROL, made this 16th day of May, 1996, by ReMarkable Properties, Inc., an Oregon corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Majestic and hereby subjects the Property to this Declaration and amendments thereto by the recording of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all the Properties described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
 USE

Except as may be otherwise expressly provided in this Declaration, each Residential Unit shall be used for residential purposes only; no trade or business of any kind may be conducted, except for Declarant's Model Homes. Declarant's Model Homes will be used for display and as sales offices until the last Residential Unit is sold by Declarant. Lease or rental of a Residential Unit for residential purposes shall not be considered to be a violation of this covenant. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, and the restrictions hereinafter set forth.

ARTICLE II
 ENFORCEMENT

The foregoing covenants, restrictions or conditions are deemed to be for the protection and benefit of the owners of the described subdivision and it is intended that any owner shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the covenants, restrictions, or conditions herein set forth, and in any suit or action, or an appeal thereof, the prevailing party shall recover in addition to court costs a reasonable attorney fee to be fixed by the court and on appeal.

ARTICLE III.
PLANS AND SPECIFICATIONS

No buildings or other structure or improvement, other than the residential units constructed by Declarant, shall be commenced upon or maintain upon any of said lots until the location and the complete plans and specifications, including the color schemes of each building, fence, deck, or wall to be erected has been approved in writing by Declarant and no alterations shall be made in the exterior design or color of any structure unless such alteration, including any addition, shall have been first approved in writing by the Declarant until such time as Declarant has conveyed all lots in the subdivision.

No building of any kind shall be more than two(2) stories in height without the written approval of Declarant. Radio or television antenna or satellite dish or similar projection larger than three (3) feet in diameter or height shall be placed only in rear yards and shall not exceed five (5) feet in height.

No buildings, outbuildings, driveways, parking areas, fences and barriers, retaining walls, stairs, decks, hedges, windbreaks, planting, planted trees or shrubs, signs, storage areas, and all other structures or exterior landscaping, vegetation or ground cover of every type and every kind above the land surface shall be placed or maintained on any lot in violation of this Declaration.

ARTICLE IV.
EASEMENTS FOR UTILITIES

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or drainage of the real property. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or public utility company is responsible.

ARTICLE V.
FENCING

Fences must be of natural wood and not painted, however a clear wood finish is permitted. Fences are not to exceed a total height of six (6) feet above adjacent street level. Fencing is restricted to rear yards and side yards up to but not beyond the front of the garage on one side and the front of the house on the other side. No front yard fencing of any kind is allowed.

ARTICLE VI.
RECREATIONAL VEHICLES, TENTS, SHACKS

No tent, shack, recreational vehicle, camper, camper shell, boat, trailer, vehicle basement, garage or outbuilding shall at any time be used on any lot as a residence or domicile either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any lot except for Declarator's construction work trailer.

Recreational vehicles, campers, camper shells, boats, trailers, and similar personal property including outbuildings of any kind, shall be parked, located or stored in a fenced area (see Article IV.), behind or alongside the Residential Unit, or in the garage. No large commercial truck, recreational vehicle, etc. exceeding 25 feet in length, may be parked at the curb, on the sidewalk or in the open driveway of a Residential Unit except temporarily for the purposes of loading and unloading.

ARTICLE VII.
OFFENSIVE OR UNLAWFUL ACTIVITIES

No trade, craft, business, profession, commercial or manufacturing enterprise business or commercial activity of any kind shall be conducted or carried on upon any residential lot or within any building located in the subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses, boats, motor homes and trailers of any description), or materials or supplies used in connection with any trade, service or business wherever the same shall be conducted, be kept, stored, dismantled or repaired outside of any building on any residential lot or on the street adjacent thereto. Furthermore, no goods, equipment, or vehicles (including buses, boats, automobiles, motor homes, and trailers of any description) used for private purposes be kept, stored, dismantled or repaired outside of any building on any residential lot, or on the street adjacent thereto, nor shall any obnoxious or offensive activity be carried on; nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood; unless enclosed within a legally constructed structure. No more than one nonfunctioning vehicle may be stored on any lot at any one time and said nonfunctioning vehicle must be in an enclosed or sight-screened fenced area (see Article IV.). A travel trailer, recreational vehicle, boat or automobile may be stored on the side or rear of any dwelling so long as said item being stored is enclosed or behind a sight-screened fenced area (see Article IV.). No firearms shall be discharged within the subdivision.

ARTICLE VIII.
SIGNS

No signs of any kind for any use or purposes whatsoever other than signs of customary dimensions advertising the property for sale shall be erected, posted, pasted, painted or displayed upon any of said Residential Units or upon the building or other structures thereon.

ARTICLE IX.
MAINTENANCE, APPEARANCE AND EXTERIOR LIGHTING

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot.

Each owner shall maintain such owner's Residential Unit and improvements thereon in a clean and attractive condition and in good repair. No Residential Unit shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures to avoid casting an unreasonable amount of light beyond that Owner's lot boundaries.

ARTICLE X.
ANIMALS - DOGS AND CATS

No keeping, raising, and/or breeding of animals of any kind on any Residential Unit shall be allowed except a reasonable amount of household pets such as cats and dogs, and no animal of any kind shall be bred or maintained for any commercial purpose.

ARTICLE XI.
AMENDMENT

This Declaration may be amended unilaterally at any time and from time to time by the Declarant: a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; or b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans on the residential units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Residential Unit unless such owner shall consent thereto in writing.

These Covenants, Conditions and Restrictions may be amended by the owners of a majority of lots in the subdivision.

No amendment which enlarges or diminishes the powers of the Declarant shall be effective without the written consent of the Declarant. Any amendment, deletion or repeal of this Declaration or the Covenants, Conditions and Restrictions contained herein shall not become effective until recorded in the Official Records of Deschutes County, Oregon, signed and notarized by either the Declarant or owners of a majority of the lots in the subdivision.

409 - 1934

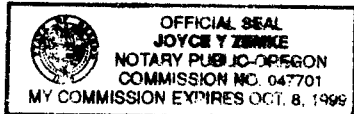
ARTICLE XV.
SEVERABILITY

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 16th day of May, 1996.

Mark Cassin - President
 Mark Cassin, President
 ReMarkable Properties, Inc.

STATE OF OREGON)
) ss.
County of Deschutes)

On May 16th, 1996, personally appeared before me the above named Mark Cassin, President of ReMarkable Properties, Inc., and acknowledged the foregoing instrument to be his voluntary act.



Joyce Y Zemke
Notary Public for Oregon
My Commission Expires: 10/08/1999

EXHIBIT "A"

THIS PLAT OF "MAJESTIC, PHASE I" LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 16, IN TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, THAT A 5/8" IRON ROD EXISTS AT THE INITIAL POINT AND THE PROPERTY BEING PLATTED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2, PARTITION PLAT 1990-05 ON THE NORTHERLY RIGHT-OF-WAY LINE OF MORNINGSTAR DRIVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES AND TWO CURVES:

NORTH 83° 05' 22" WEST A DISTANCE OF 639.44 FEET;
AROUND A 1170.00 FOOT RADIUS CURVE RIGHT 229.71 FEET
(CHORD BEARS NORTH 77° 26' 50" WEST, 229.35 FEET);
NORTH 71° 48' 32" WEST A DISTANCE OF 399.31 FEET;
AROUND A 1030.00 FOOT RADIUS CURVE LEFT 76.26 FEET (CHORD
BEARS NORTH 75° 07' 20" WEST, 76.24 FEET) TO THE
SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 2 NORTH
00° 00' 25" WEST A DISTANCE OF 198.77 FEET TO THE SOUTHEAST
1/16 CORNER OF SAID SECTION 16, SAID SOUTHEAST 1/16 CORNER IS
ALSO THE SOUTHEAST CORNER OF PARCEL 1, SAID PARTITION PLAT
1990-05; THENCE ALONG THE BOUNDARY LINE COMMON TO SAID
PARCELS 1 AND 2 NORTH 13° 36' 51" EAST A DISTANCE OF 75.76
FEET; THENCE SOUTH 71° 48' 46" EAST A DISTANCE OF 500.14
FEET; THENCE SOUTH 77° 20' 15" EAST A DISTANCE OF 78.49
FEET; THENCE SOUTH 87° 23' 53" EAST A DISTANCE OF 458.73
FEET; THENCE SOUTH 87° 43' 49" EAST A DISTANCE OF 60.54
FEET; THENCE NORTH 88° 57' 15" EAST A DISTANCE OF 222.75
FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION
16; THENCE ALONG SAID EASTERLY BOUNDARY LINE OF SAID SECTION
16 THE FOLLOWING TWO COURSES:

SOUTH 00° 08' 12" EAST A DISTANCE OF 20.58 FEET TO THE
NORTHERLY MOST CORNER OF LOT 2, BLOCK 1, MORNINGSTAR;
SOUTH 00° 06' 43" EAST A DISTANCE OF 330.37 FEET TO THE
POINT OF BEGINNING, THE TERMINUS OF THIS DESCRIPTION,
CONTAINING 8.849 ACRES, MORE OR LESS.

SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF
RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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

96 MAY 16 PM 4: 09

MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY

96-17829

NO

DESCHUTES COUNTY OFFICIAL RECORDS