

93-09826

DECLARATION OF PROTECTIVE COVENANTS
FOR MCKINNEY BUTTE RANCH
DESCHUTES COUNTY, OREGON

35- 128608712 DE 3787

The undersigned, ~~James L. Mathews and Kurk D. Mathews, Trustees of the~~ ^{/Ken Howarth, Wayne Rivas, James L. Mathews, Trustee of the Mathews Family Survivors Trust U/D/T dated June 13, 1991, and} ("Declarant"), the owners of the real property described on Exhibit "A", do hereby declare that the following Covenants, Conditions and Restrictions are hereby made applicable to all the real property described in Exhibit "A", attached hereto and by this reference incorporated herein: ^{** Mathews Family Exemption Trust U/D/T dated June 13, 1991}

SECTION 1. DEFINITIONS

1.1 MCKINNEY BUTTE RANCH. The term "McKinney Butte Ranch" shall mean all of the real property now or hereafter made subject to this Declaration.

1.2 LOT: The term "Lot" shall mean each parcel shown on the map attached as Exhibit "B" and by this reference incorporated herein, or any future divisions thereof.

1.3 DECLARATION: The term "Declaration" shall mean this Declaration of Protective Covenants for McKinney Butte Ranch.

1.4 HOMESITE: "Homesite" shall mean a Lot as defined herein.

1.5 OWNER: "Owner" shall mean and refer to a holder of fee title to any Lot, provided that if a Lot is sold under a recorded land sales contract, "Owner" shall refer to the contract purchaser rather than to the holder of fee title.

1.6 IMPROVEMENTS: The term "Improvements" shall include, but not be limited to, any buildings, outbuildings, private roads, driveways, parking areas, fences and barriers, retaining walls and stairs, decks, hedges, windbreaks, planting, planted trees and shrubs, signs, storage areas and all other structures or exterior landscaping.

1.7 STREETS: The term "Streets" shall mean and refer to McKinney Butte Road, which provides access to the Lots.

SECTION 2. PROPERTY SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR MCKINNEY BUTTE RANCH

2.1 GENERAL DECLARATION CREATING MCKINNEY BUTTE RANCH: Declarant hereby declares that all of the real property located in Deschutes County, Oregon, and described in Exhibit "A" is and shall be pledged, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration. All of said Restrictions are

declared and agreed to be established with the purpose of protecting the desirability and attractiveness of said real property and every part thereof. All of the Covenants, Conditions and Restrictions of McKinney Butte Ranch run with all of said real property for all purposes and shall be binding upon and inure to the benefit of all Owners, and their successors in interest as set forth in this Declaration.

SECTION 3. RESTRICTIONS ON USE OF PROPERTY

3.1 LAND USE AND BUILDING TYPE: No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling, a garage, an attached carport, barn, shop and storage buildings.

3.2 COMPLIANCE WITH LAW: All Owners must comply with the laws and regulations of the State of Oregon, County of Deschutes and any municipality application to fire protection, building construction, water, sanitation and public health.

3.3 BUILDING LOCATION: All side, front and rear yards shall conform to Deschutes County Building Department for this type of property.

3.4 DWELLING AND SIZE: The floor area of residences shall be of not less than 1200 square feet, exclusive of porches and garages.

3.5 DWELLING COMPLETION: A time limit is hereby imposed on the length of time for construction of the residence structure. A period of time not to exceed eighteen (18) months is allowed to complete the finished outside appearance of the residence or dwelling. This period of time is from the start of construction to completion of the same.

3.6 TEMPORARY STRUCTURES: No structure of a temporary character -- trailer, tent, shack, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanent, except during the eighteen (18) month time limit of a permanent dwelling construction.

3.7 WELLS AND SEWAGE DISPOSAL SYSTEMS: Septic tanks and domestic water wells shall be in accordance to specifications set out by the governing agencies, including the State Engineer's Office, Department of Environmental Quality, Water Resources Department and Deschutes County Sanitarian.

3.8 GARBAGE DISPOSAL: Garbage shall be stored in an insect and rodent free container.

3.9 MAINTENANCE: 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.

3.10 ANIMALS: No animals other than domestic household pets and not more than _____ horses shall be kept on any Lot.

3.11 NUISANCES: No commercial, professional, noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.12 FIREARMS: No firearms shall be discharged within McKinney Butte Ranch.

3.13 MOBILE HOMES OR MANUFACTURED HOUSING: No mobile home, trailer, house trailer, manufactured home, tent, shack, or other similar outbuilding or structure, whether permanent or temporary shall be erected or placed on any Lot.

SECTION 4. McKINNEY BUTTE RANCH ROAD

Each Owner within McKinney Butte Ranch shall have a non-exclusive easement for access on, over and across McKinney Butte Ranch Road as the same is shown on the Official Plat of the subdivision. The Declarant does reserve the right to dedicate said McKinney Butte Ranch Road to the public, provided, however, that each Owner shall be assured continued access to said road.

SECTION 5. DURATION AND AMENDMENT OF THIS DECLARATION

5.1 DURATION: The Covenants, Conditions and Restrictions of this Declaration shall continue to remain in full force and effect at all times with respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend and repeal as provided for herein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination, there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than two-thirds (2/3) of the Lots then subject to this Declaration, this Declaration, as in effect immediately prior to the expiration date, shall be continued automatically without further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period this Declaration is terminated as set forth above in this section.

5.2 AMENDMENT: This Declaration or any provision thereof, or any Covenant, Condition or Restriction contained herein, may be terminated, extended, modified or amended as to the whole of said property or any part thereof with a written consent of the

Owners of at least two-thirds (2/3) of the Lots subject to these Restrictions.

5.3 EFFECTIVE DATE: Any amendment, deletion or repeal of this Declaration shall not become effective until recorded in the Official Records of Deschutes County, Oregon.

SECTION 6. ENFORCEMENT

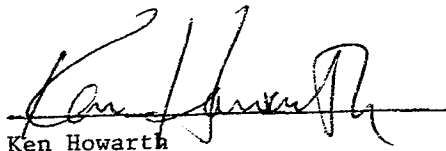
6.1 This declaration shall be specifically enforceable by any Owner of any Lot in McKinney Butte Ranch or by the McKinney Butte Ranch Homeowners Association. Any breach of this Declaration shall subject the breaching party to any and all legal remedies, including damages or the destruction, removal or the enjoining of any offending improvement or condition.


6.2 In the event that legal suit or legal action is instituted for the enforcement of this Declaration or for any remedy for the breach of this Declaration, the prevailing party shall recover that party's reasonable attorney fees incurred in such suit or action (or any appeal therefrom) as adjudged by the trial or appellate court.

SECTION 7. EFFECT OF DECLARATION

7.1 The Covenants, Conditions and Restrictions of this Declaration shall run with the land included in McKinney Butte Ranch and shall bind, benefit and burden each Lot in McKinney Butte Ranch. The terms of this Declaration shall inure to the benefit and shall bind all Owners of any Lot in McKinney Butte Ranch, their successors, assigns, heirs, administrators, executors, mortgagees, lessees, invitees or any other party claiming or deriving any right, title or interest in use in or to any real property in McKinney Butte Ranch. The use restrictions and regulations set forth in Section 3 of this Declaration shall be binding upon all Owners, lessees, licensees, occupants and users of the property known as McKinney Butte Ranch and their successors in interest as set forth in this Declaration, including any person who holds such interests as security for the payment of an obligation including any mortgagee or other security holder in actual possession of any Lot by foreclosure or otherwise and any other person taking title from such security holder.

DATED this 28th day of MARCH, 1993.


Ken Howarth


Wayne Rivas

continued

James L. Mathews
James L. Mathews, Trustee of the Mathews
Family Survivors Trust U/D/T dated June
13, 1991

James L. Mathews
James L. Mathews, Trustee of the Mathews
Family Exemption Trust U/D/T dated June
13, 1991

Kurk D. Mathews
Kurk D. Mathews, Trustee of the Mathews
Family Exemption Trust U/D/T dated June
13, 1991

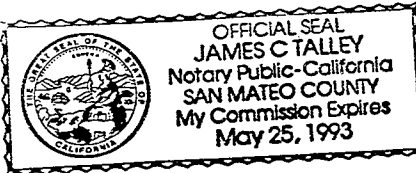
STATE OF CALIFORNIA, County of _____ SS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of SAN MATEO

On 3/28/93 before me, James C. Talley, Notary Public
DATE NAME, TITLE OF OFFICER, E.G., JANE DOE, NOTARY PUBLIC
personally appeared Ken Howard, Wayne Rivas, James L. Mathews
and Kurk D. Mathews
NAME(S) OF SIGNER(S)

☐ personally known to me - OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

James C. Talley
SIGNATURE OF NOTARY

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Declaration of Protective Covenant
for McKinney Buire Ranch, Deschutes County, Oregon
NUMBER OF PAGES 46 DATE OF DOCUMENT March 28, 1993
SIGNER(S) OTHER THAN NAMED ABOVE _____

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

James L. Mathews
James L. Mathews, Trustee of the Mathews
Family Survivors Trust U/D/T dated June
13, 1991

James L. Mathews
James L. Mathews, Trustee of the Mathews
Family Exemption Trust U/D/T dated June
13, 1991

Kurk D. Mathews
Kurk D. Mathews, Trustee of the Mathews
Family Exemption Trust U/D/T dated June
13, 1991

STATE OF CALIFORNIA, County of Santa Clara ss

Be it remembered that on this 30th day of March, 1993, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named ~~Ken Howarth, Wayne Rivas~~, James L. Mathews, Trustee of the Mathews Family Survivors Trust U/D/T dated June 13, 1991 and James L. Mathews and Kurk D. Mathews, Trustees of the Mathews Family Exemption Trust U/D/T dated June 13, 1991; known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Rena Reed Quigley
Notary Public for California

My Commission Expires: November 22, 1996

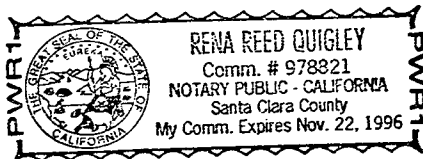
CERTIFICATE OF ACKNOWLEDGMENT

State of California }
County of Santa Clara } ss.

On 30 Mar 1993 before me, Rena Reed Quigley
(date) (Notary)
personally appeared James L. Mathews
and Kurk D. Mathews

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Rena Reed Quigley
Notary's Signature

EXHIBIT "A" LEGAL DESCRIPTION

Lots One (1), Two (2), Three (3), and Four (4) of McKinney Butte Ranch,
Deschutes County, Oregon. Including McKinney Butte Ranch Road as set forth
on the Official Plat of McKinney Butte Ranch.

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:

93 MAR 31 PM 4:02

MARY SUE PENHOLLOW
COUNTY CLERK

BY

NO.

J. Waller DEPUTY

93-09826

FEE

35⁰⁰

DESCHUTES COUNTY OFFICIAL RECORDS