

148
Tom JARNAGIN
19602 PAINTED RIDGE LOOP
Bend, OR. 97702

96-21426

412 - 2088

PROTECTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS

FOR

SILVER LAKE ESTATES

A subdivision of Deschutes County, Oregon

Owners and developers, Tom Jarnagin and Carole Wolfe, being the sole parties having an interest in the subdivision, platted and filed of record in Deschutes County, Oregon, known as Silver Lake Estates, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions.

Article I

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Architectural Control. No building shall be erected, placed or altered on any lot within the subdivision until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Review Committee (ARC) as to quality of workmanship and materials, harmony of external design with respect to topography and existing vegetation and finish grade elevation. The approval signatures of the Architectural Review Committee shall be required before applying for a building permit from the governing agency of the city of Bend.

Section 2. Architectural Guidelines. The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each builder and/or owner:

- (a) Minimum Size. No residence of less than 1100 sq. ft. of living space, exclusive of garages, shall be permitted to be erected on any lot.
- (b) Roofs shall have not less than a 5 in 12 pitch and shall be covered in a minimum of twenty five year dimensional composition roofing; concrete or clay tile in earth tones will be allowed.
- (c) Exterior walls and trim. All exterior walls and trim shall be finished in earth tones or other subdued tones as approved by the ARC. Exterior doors, railings, decks, gutters and fencing shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin inside of Silver Lake Estates.
- (d) Exposed masonry will normally be limited to local stone. Concrete, brick, stucco, and concrete block may be used with the specific consent of the ARC.
- (e) Building Height. No building may be erected over two stories in height when measured from the natural contour of the ground. Two story construction will be allowed to the extent that mountain views, if any, are protected on adjacent lots, and shall be the sole discretion of the ARC. All buildings must comply with the city of Bend Solar Ordinance.

- (f) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- (g) Driveways shall be of concrete, concrete paving stones, or asphalt. No graveled driveways will be permitted.
- (h) No exterior noise making device shall be placed upon a lot or any structure within the subdivision.
- (i) All front yard landscaping must be completed within 120 days of close of escrow on a new home. The use of native flora, grass covers, grass and trees will be encouraged. In order to remove or do major pruning or alteration to any tree on any lot within the subdivision in excess of 6 feet tall, application must be made to the ARC, and the committee's approval obtained.

Section 3. Prohibited Uses.

- (a) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- (b) As a place to raise domestic animals of any kind except that a reasonable number of domestic pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to others may be kept. There shall be no swine, horses, cattle, poultry or goats on said premises.
- (c) No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain upon any lot or on a street for a period in excess of seventy two (72) hours.
- (d) Parking of boats, trailers, motorcycles, trucks, truck-campers, or other recreational vehicles or business machinery or equipment shall not be allowed on any part of the property nor on adjoining public streets except only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front setbacks of the residence.
- (e) No structure of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently. However, builders may have a temporary construction shack during construction of any home or homes within the subdivision.
- (f) No used materials will be permitted on exterior surfaces. (Used brick may be permitted with approval of the ARC).
- (g) No television antenna, radio antenna, satellite antenna or dishes, or other receiving device shall be placed upon any lot or structure without the approval of the ARC.

Section 4. A vote of 51 percent of the owners of the subdivision can adopt, amend, or repeal any or all of

the above CC&R's, after 90% of the subdivision lots are sold.

Section 5. Architectural Review Committee Consent. In all cases in which Architectural Review Committee consent is required, the following provisions shall apply:

- (a) Material required to be submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural Review Committee, plans, specifications, and other materials the committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.
- (b) Failure to Act. In the event the Architectural Review Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5a above, the committee shall conclusively be deemed to have consented to the proposal.
- (c) Effective Period of Consent. Architectural Review Committee consent shall be revoked one year from issuance unless the work has been commenced or the owner has applied for and received an extension of time from the ARC.

Article II

RESTRICTION ON USE OF PROPERTY FOR HOMEOWNERS

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly referenced herein.

Section 2. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive manner, in good repair, and in such a fashion as not to create a fire hazard.

Section 3. Mobile Homes, Campers, Trailers. No manufactured or mobile homes or trailers may be used as a residence either permanently or temporarily.

Section 4. 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 from neighboring lots.

Section 5. Utilities. No above-ground utilities, wires or pipes shall be used to connect improvements with utility service supplies.

Section 6. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any residence or upon any lot within the subdivision, nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the quiet enjoyment of other owners.

Section 7. Fences. No chain link or metal fences will be allowed, except that metal fence posts may be employed. Fences are to be made of wood (except posts as noted) with a height not to exceed six feet. All fences extending from the front of a house to the street, shall not exceed three feet in height.

ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE MEMBERSHIP

Section 1. The Architectural Review Committee shall be composed of the following dually elected individuals:

Mr. Tom Jamagin
19602 Painted Ridge Lp.
Bend, OR. 97702

Ms. Carole Wolfe
1972 NE Third St. Box 286
Bend, OR. 97701

Section 2. General Provisions. Term. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive ten year periods. However, at any time an instrument signed by a majority of the current owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Enforcement. The ARC shall have the right in the event any property within Silver Lake Estates is not adequately cared for, to notify the offending party of the condition in writing and if significant action to correct the matter is not initiated within ten (10) days of such written notification, then the ARC may, at it's sole discretion, hire the services of those professionals necessary to rectify the condition and levy charges against the negligent property owner in such sums adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not paid in full within thirty (30) days of billing. This is made specifically to insure that lawns and landscaping are kept in a neat and acceptable appearance set out in the Protective Covenants established for Silver Lake Estates. Enforcement shall be by proceedings at law or in equity against any person or persons violating any covenant either to restrain violation or to recover damages.

Section 4. Severability. Invalidation of any one of these covenants by judgment, or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. At the time each lot of Silver Lake Estates is completely built upon, the ARC will change from the current members to three homeowners from the subdivision, who shall be duly elected by the property owners. These three will then oversee all of the above CC&R's. It will then become the homeowner's responsibility to organize and run all homeowner's meetings.

In witness thereof, the owner and developer of Silver Lake Estates has caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Silver Lake Estates.

Tom Jarnagin 6-12-96
Tom Jarnagin date

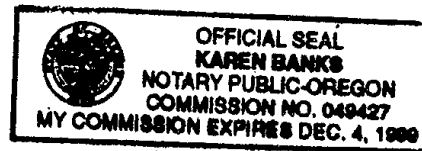
Carole Wolfe 6-12-96
Carole Wolfe date

STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named Tom Jarnagin and acknowledged the foregoing instrument as his voluntary act.

Before me: Karen Banks
notary public for Oregon

My commission expires: 12-4-99

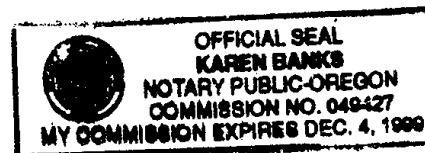


STATE OF OREGON)
County of Deschutes) ss.

Personally appeared the above-named Carole Wolfe and acknowledged the foregoing instrument to be her voluntary act.

Before me: Karen Banks
notary public for Oregon

My commission expires: 12-4-99



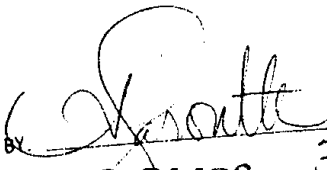
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STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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 JUN 12 PM 4:11

MARY SUE PENHOLLOW
COUNTY CLERK

BY  DEPUTY
NO. 96-21426 FEE 30-
DESCHUTES COUNTY OFFICIAL RECORDS