

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-43299



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DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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55879-51

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN GARDENS**

(LOTS 4, 10, 11, 12, and 19)

A subdivision of Deschutes County, Oregon

5/6/92

We, the undersigned, being a party with an interest in that certain portion of the NE¼ of the NE¼ of Section 20, Township 15 South, Range 13 East, Willamette Meridian, platted and filed of record as Mountain Gardens, Deschutes County, Oregon, do hereby and by this document, subject said property to the following Protective Covenants, Conditions and Restrictions.

Article I

Architectural Control Committee

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

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 shall be observed by each builder and/ or owner:

- (a) **Minimum size.** One story residential dwellings shall have a minimum of 1300 square feet, excluding the garage. A two-story dwelling must contain at least 1400 square feet, excluding the garage. No single car garages shall be allowed. All residences must be constructed with a two-car garage minimum.
- (b) **Roofs.** Shall have not less than a 6 in 12 pitch and be covered with 25 year or better composition shingles or earth tone concrete or clay tiles.
- (c) **Exterior Walls and Trim:** All exterior walls facing streets shall be double construction with lap siding (wood or composition materials). Other walls may be T-111 types. Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable.
- (d) **Exposed Masonry:** Local stone, concrete, concrete block, stucco and brick may be used with specific approval of the Architectural Committee.
- (e) **Building Height:** Building height shall conform to local code requirements.
- (f) **Exterior Lighting:** Will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and passersby.
- (g) **Driveways:** Will be of concrete, concrete pavers or asphalt.

Section 3. Architectural Control Committee Consent. In all cases in which Architectural Control 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 Control Committee, plans, specifications, or any other materials the Committee determines necessary to enable it to evaluate the proposal, said instruments or materials must be submitted at time of request.

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- (b) **Failure to Act.** In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within 30 days then the committee shall be deemed as having consented to the proposal.
- (c) **Effective Period of Consent.** Architectural Control Committee consent shall be revoked 1 year after issuance unless the work has been commenced or the owner has applied for and received an extension of time in writing from the Architectural Control Committee.

ARTICLE II

RESTRICTIONS 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 provided herein.

Section 2. Landscaping. The use of natural flora and bark, ground covers, grass, and trees native to the area is encouraged. All front yards shall be landscaped within (6) six months after the exterior of a residence is finished.

Section 3. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

Section 4. Mobile Homes, Campers, Trailers. No mobile homes or trailers may be used as a residence including manufactured homes.

Section 5. 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 6. Utilities. No aboveground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

Section 7. Fences. Fences are to be made of cedar with a height not to exceed 6 feet. No chain link fences are allowed, unless covered by wood, concealing any exposed metal visible from outside property. All fences extending from the front of house to street shall comply with City code and have only two or three horizontal exposed bracings, none visible from the street. All side and rear fences constructed on the property line by builder, are the property of the "adjoining" property owners. It is the "adjoining" property owner's responsibility to jointly maintain, repair or replace side fences when needed.

Section 8. Use. Each lot shall be for residential use only, except for day nurseries, home occupations or similar uses allowed by the City of Redmond. City of Redmond code and zoning shall be adhered to at all times.

Section 9. Uses Prohibited without consent of Committee: Unless the committee has consented in writing, no part of any lot shall be used in any of the following ways:

As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such vehicles or boats may be stored provided they are garaged or behind a 6 foot cedar fence, or at the rear of the dwelling, and screened from view.

Article III

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

Section 1. The Architectural Control Committee.

The following are duly elected to serve on the Architectural Control Committee through December, 2004:

John Pewther
1790 SW 23rd St.
Redmond, Or. 97756-8828

Section 2. General Provisions. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for consecutive periods of five (5) years. However, at any time after March 2010 an instrument signed by a majority of the present owners of the lots, which has been recorded, will effect any changes to the covenants in whole or in part, agreed to.

Section 3. Enforcement's. The Architectural Control Committee shall have the right, in the event that any property within Mountain Gardens is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums equal to the amount needed to rectify the problem.

Article IV

AMENDMENTS OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1 Authority to Amend

A vote of 60 % (sixty percent) of the owners of the subdivision can adopt or repeal any or all of the above C.C. & R's.

SIGNATURE PAGE

In witness hereof, the undersigned owners have caused this instrument to be executed for recording as the Protective Covenants, Conditions, and Restrictions for Mountain Gardens this 25th Day of June 2003.

Jason A. Taber
Jason Taber Owner of lot 19

Jesse D. Taber & Lisa Taber
Jesse and Lisa Taber Owners of lots 4, 10, and 12

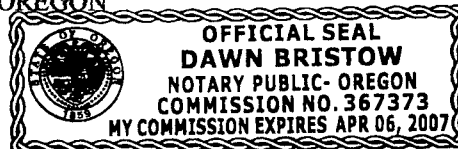
Sheila Vance
Sheila Vance Owner of lot 11

STATE OF OREGON }
County of Deschutes } ss.

This instrument was acknowledged before me on 6/25/03 by

Jesse Taber
Before Me: Dawn Bristow, NOTARY PUBLIC FOR OREGON

My Commission Expires: 4/6/07



STATE OF OREGON }
County of Deschutes } ss.

This instrument was acknowledged before me on 6/25/03 by

Lisa Taber
Before Me: Dawn Bristow, NOTARY PUBLIC FOR OREGON

My Commission Expires: 4/6/07

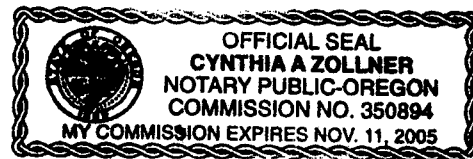


STATE OF OREGON }
County of Deschutes } ss.

This instrument was acknowledged before me on June 25, 2003 by

Sheila Vance
Before Me: Cynthia A. Zollner, NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-11-05



STATE OF OREGON }
County of Deschutes } ss.

This instrument was acknowledged before me on 6/25/03 by

Jason Taber

Before Me: *Dawn Bristow*, NOTARY PUBLIC FOR OREGON

My Commission Expires: 4/6/07

