

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

MOUNTAIN SHADOWS

DESCHUTES COUNTY, OREGON

Sunridge Land Co., Inc. hereby declares that all of the property known as MOUNTAIN SHADOWS is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of MOUNTAIN SHADOWS.

Definitions:

(a) "Developer" shall include the owners, Sunridge Land Co., Inc.

Section 1. Use. Each lot shall be for residential use only. Homes or portions thereof may be rented by owners. No other commercial activity of any kind shall be conducted in or from the property except that of an artist, craftsman or hobbyist provided he does not advertise or offer for sale to the public his products upon the property of MOUNTAIN SHADOWS.

Section 2. Specifications. Not more than one, three car garage or carport, and not more than one accessory building incidental to residential use shall be constructed on any lot per each dwelling unit. Minimum square footage per single-family dwelling is 1100 square feet excluding the garage.

Section 3. Setbacks. Setbacks shall conform to governmental regulations with variances allowable when approved by the regulating body.

Section 4. Trees. All trees will be left standing, with the exception of those needing removal for the purpose of home construction, or as approved in writing by the Homeowners Association.

Section 5. Painting. All buildings constructed on any portion of MOUNTAIN SHADOWS, excepting the portions of the whole thereof constructed of brick or stone, shall be painted or process painted both as to exterior and interior within five (5) months of the date of construction of the building start and shall be periodically painted thereafter.

Section 6. Design Control. The Homeowners Association of MOUNTAIN SHADOWS, to ensure that buildings constructed at MOUNTAIN SHADOWS will be consistent with the overall plan and design motif for MOUNTAIN SHADOWS, will require purchasers of lots within MOUNTAIN SHADOWS not to construct or alter any improvement on their site until:

(a) The Owners have submitted to the Homeowners Association, two complete sets of plans and specifications therefore in form satisfactory to the Developers, showing insofar as is appropriate (i) the size and dimensions of the improvement; (ii) the exterior design; (iii) the exterior color scheme; (iv) all roofs to be wood shake or wood shingle unless Developer gives written permission otherwise; (v) the exact location of the improvement on the home-site; (vi) the location of driveways and parking areas; (vii) the scheme for drainage and grading; and (viii) the landscaping arrangements; and

(b) Such plans and specifications have been approved in writing by the Homeowners Association.

6.1 Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained in this Declaration, but also because of the reasonable dissatisfaction of the Homeowners Association with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alternation, the material used therein, the kind, shape or type of roof proposed to be placed thereon or because of its reasonable judgement of the Homeowners Association that would render the proposed improvement inharmonious or out of keeping with MOUNTAIN SHADOWS objectives or the improvements erected on other homesites.

6.2 If within 20 days after their submission, the purchaser has not been notified in writing as to the acceptance or nonacceptance of the plans and specifications, then they shall be deemed to have been approved by the Homeowners Association.

Section 7. Lot Division. No lot shall be divided without the written consent of the Homeowners Association.

Section 8. Sewage. All dwellings shall have a sewage system installed in compliance with the requirements of the health authority having jurisdiction.

Section 9. Cleanliness. Each parcel 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 or visual pollution. No property owner shall litter their property with metal objects or other objects ie. car or other vehicle parts.

Section 10. Screening. All garbage, trash, cuttings, refuse and garbage containers, clothes lines and other service facilities shall be screened from view from neighboring parcels.

Section 11. Dumping. No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all times. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

Section 12. Drilling or Mining. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Mobile Homes. Mobile homes of any kind are not permitted in MOUNTAIN SHADOWS for residential purpose.

Section 14. Temporary Residence. No trailer, tent, shack or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

Section 15. Fences. No fence, wall or hedge in excess of forty-eight (48) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street, and no fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two and one-half (2½) feet and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot.

Section 16. Driveways. Driveways may be composed of concrete, asphalt, gravel or cinders.

Section 17. Signs. No commercial sign may be displayed to the public view from any parcel except a "For Sale", "For Rent", or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than five (5) square feet, other than that furnished by the Developers or their agents. One non-commercial sign will be permitted for each building site. Text shall be limited to the owner's name and/or the name of the residence. Overall dimensions shall be the minimum required to present the text in letters not exceeding 4" in height.

Section 18. Public Utility Easement. Easements and rights-of-way are hereby specifically reserved to the Homeowners Association, for the erection, construction, operation and maintenance of poles, trenches, wires and conduits for the transmission of electricity, heat, power, telephone, sewers, drains, water systems, and for any other reasonable purpose, and any other method of conducting and performing any public or quasi-public utility service or function.

Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow and service. The owner or owners of lots upon which said easements are located shall have the right to use, at their own risk, the portions of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.

Section 19. Offensive Activity. No illegal, noxious, or offensive activity, including any nuisance or annoyance is permitted. The noise and other occurrences incident to construction of a house shall not be considered an offensive activity.

Section 20. Firearms. The shooting of firearms on the premises is prohibited.

Section 21. Pets. No animals other than domestic pets, except by written permission of the Developers, shall be kept on any part of MOUNTAIN SHADOWS and domestic pets shall not be kept, bred, or maintained for commercial purpose.

Section 22. Enforcement. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of MOUNTAIN SHADOWS, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, including a suit for injunction or for damages.

Section 23. Term. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through, or under them until 1995, at which time said covenants shall be automatically extended for successive period of ten years unless by vote of majority of the then owners of the parcels, it is agreeable to change said covenants in whole or part.

Section 24. Invalidation. Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion hereof by court order, judgment, or decree shall in no way effect any of the other remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

Section 25. Binding. The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of MOUNTAIN SHADOWS and each of their legal representatives, heirs, successors, or assigns, and a failure, either by the owners above named or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions or restrictions shall in no event be held as a waiver of the right to do so thereafter.

Section 26. Omission or Conflict. When these covenants do not cover a situation, the rules and regulations of Deschutes County shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the strictest of the two is to be used. The decision of the Homeowners Association shall govern in determining which rules are the strictest.

Section 27. Applicability to Developer. Covenants 6, 7, 9, 10, 11, 12, 14 and 16 shall not be applicable to the Developer during the construction and sales period. The Developer shall have the right to assign one or all of their rights under this covenant to another builder provided that the Developer develops the tract in accordance with the plan as platted.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 2nd day of October, 1980.

MOUNTAIN SHADOWS

By: James B. Kitchell  
Pres. - Sunridge Land Co., Inc.

By: Beverly A. Kitchell  
Sec. - Treas. - Sunridge Land Co., Inc.

Subscribed and Sworn this 2nd day of October, 1980.

Before me:

Patricia A. Reid  
Notary Public in and for the State of Oregon

My Commission Expires: 6-27-82

8762

STATE OF OREGON

County of Deschutes

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

the 6 day of Oct A.D. 1980

at 8:00 o'clock A. M. and recorded

in Book 329 on Page 736 Records

of David

ROSEMARY PATTERSON

County Clerk

By Rhenda Lang Deputy

007 056

## CONSULTANTS NORTHWEST

P.O. BOX 788, 507 W. HIGHWAY  
REDMOND, OREGON 97756

**PHONE 848-6136**

**PLAT NO. 450**

**TAXES, FEES, ASSESSMENTS, ETC.**

charges required by law to be placed on the 1980-1981 tax roll, which becomes a lien on this subdivision, or will become a lien during this calendar year, but not yet certified to the tax collector for collection have been paid to me.

~~Deschutes County Register~~

**2247**

**FILED**  
SEP 11 1960  
ROSWAY PATTON  
JOHN COUNTY CLERK

CS08307.

[illegible]

**APPROVALS**

EXAMINED & APPROVED	\$10000	DAT
DESCH. CO. SURVEYOR	<i>[Signature]</i>	1-17-80
DESCH. CO. ASSISTANT	<i>[Signature]</i>	1-1-80
DESCH. CO. TREASURER	<i>[Signature]</i>	1-1-80
DESCH. CO. PLUM. BTR.	<i>[Signature]</i>	1-1-80
DESCH. CO. BUILDING OFFICER	<i>[Signature]</i>	1-1-80
DESCH. CO. CONTRACTORS	<i>[Signature]</i>	1-1-80
DESCH. CO. COMMITTEES	<i>[Signature]</i>	1-1-80
DESCH. CO. COMMITTEES	<i>[Signature]</i>	1-1-80
DESCH. CO. SANITARIAN	<i>[Signature]</i>	1-1-80

## LEGEND

**FOUND MONUMENTS AS NOTED**

DEDICATION  
STATE OF OREGON  
County of Deschutes: ss

and Buildings Ltd. Co. Inc., acting by and through James E. Mitchell, President & Charles A. Mitchell, Sec. - Troy.

know all men by these presents, that Kenneth E. and Betty A. Beadorchik are the Owners of "MOUNTAIN SHADOWS", which is more particularly described in the Surveyor's Certificate, and that we caused the same to be surveyed and platte into blocks, lots and streets, and hereby submit for record and approval said plat, and do hereby dedicate to the use of the public forever, all streets and alleys.

*John C. Anderson*  
J. C. Anderson

SUNRIDGE LAND CO INC  
James B. Mitchell  
JAMES B MITCHELL, PRES

Wm. J. Mitchell  
BENTLEY & MITCHELL, SEC-INSUR

**SURVEYOR'S CERTIFICATE:** I, Anthony H. Krutch, Oregon Registered Professional Surveyor PLAT, hereby certify that I have accurately surveyed, subdivided and placed into blocks, lots and streets, the lands shown on this plat of "MOUNTAIN SHADOWS", the boundary of which is described as follows:

[illegible]

Subscribed and sworn to me this 24<sup>th</sup> day of December, 1978

Notary Public for Oregon  
My Commission Expires: 2/25/79

REGISTERED  
PROFESSIONAL  
LAWYER  
STATE OF  
NEW YORK  
JANUARY 1, 1977  
ALBANY, N. Y.  
12207



ASSOCIATION  
STATE OF OREGON  
County of Deschutes: ss

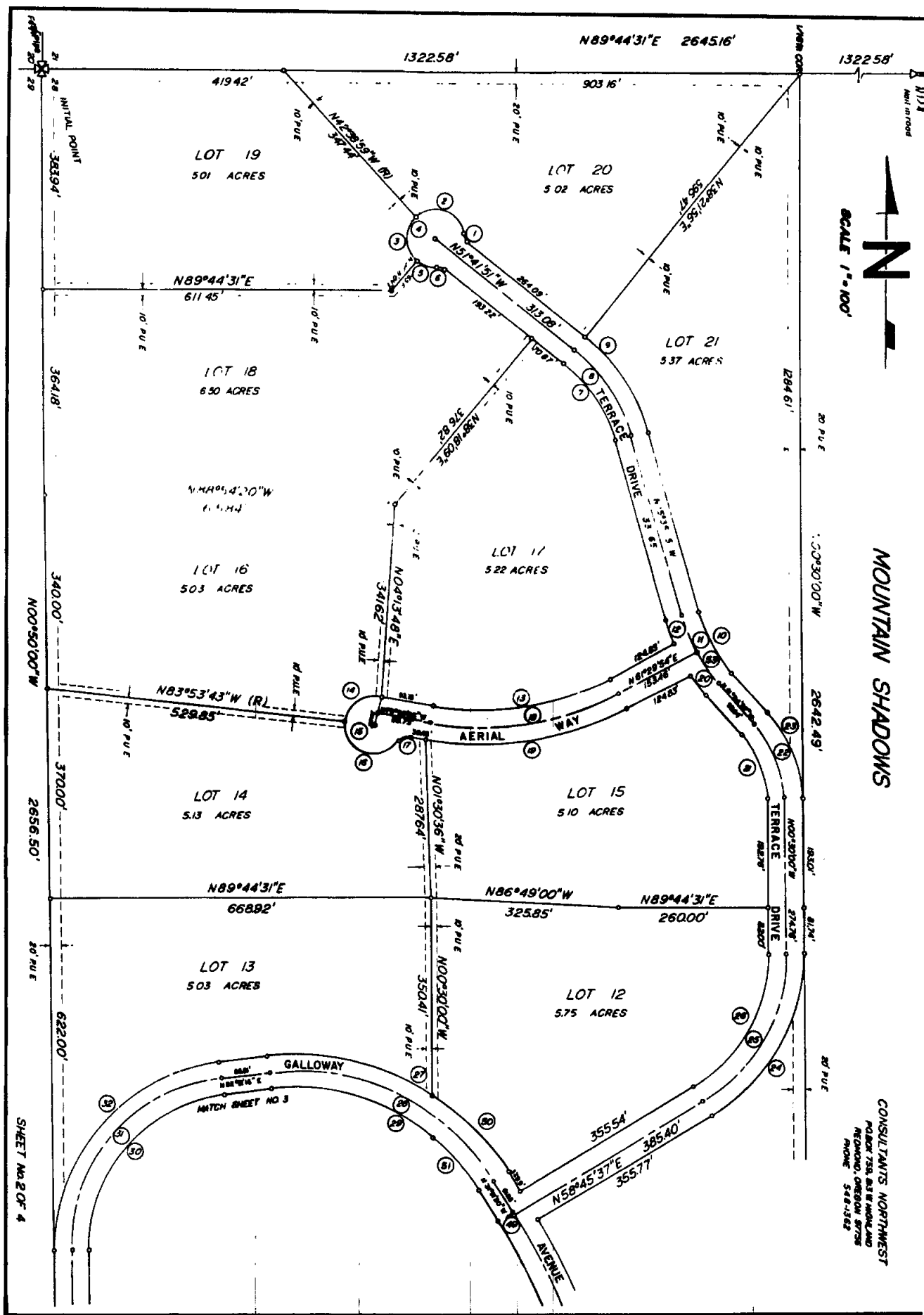
Do it remember that the following names, Kenneth E. and Betty A. Anderson personally appeared before me, who are known to be the identical individuals described in and who executed the above instrument, acknowledging that they executed the same freely and voluntarily. In witness, I have hereunto set my hand and official seal this day, month and year.

Subscribed and sworn to me this 24<sup>th</sup> day of MARCH, 1900

Notary Public for Oregon  
My Commission expires: 11/1/1988



**SHEET No.2 OF 4**



**SCALE 1"=100'**

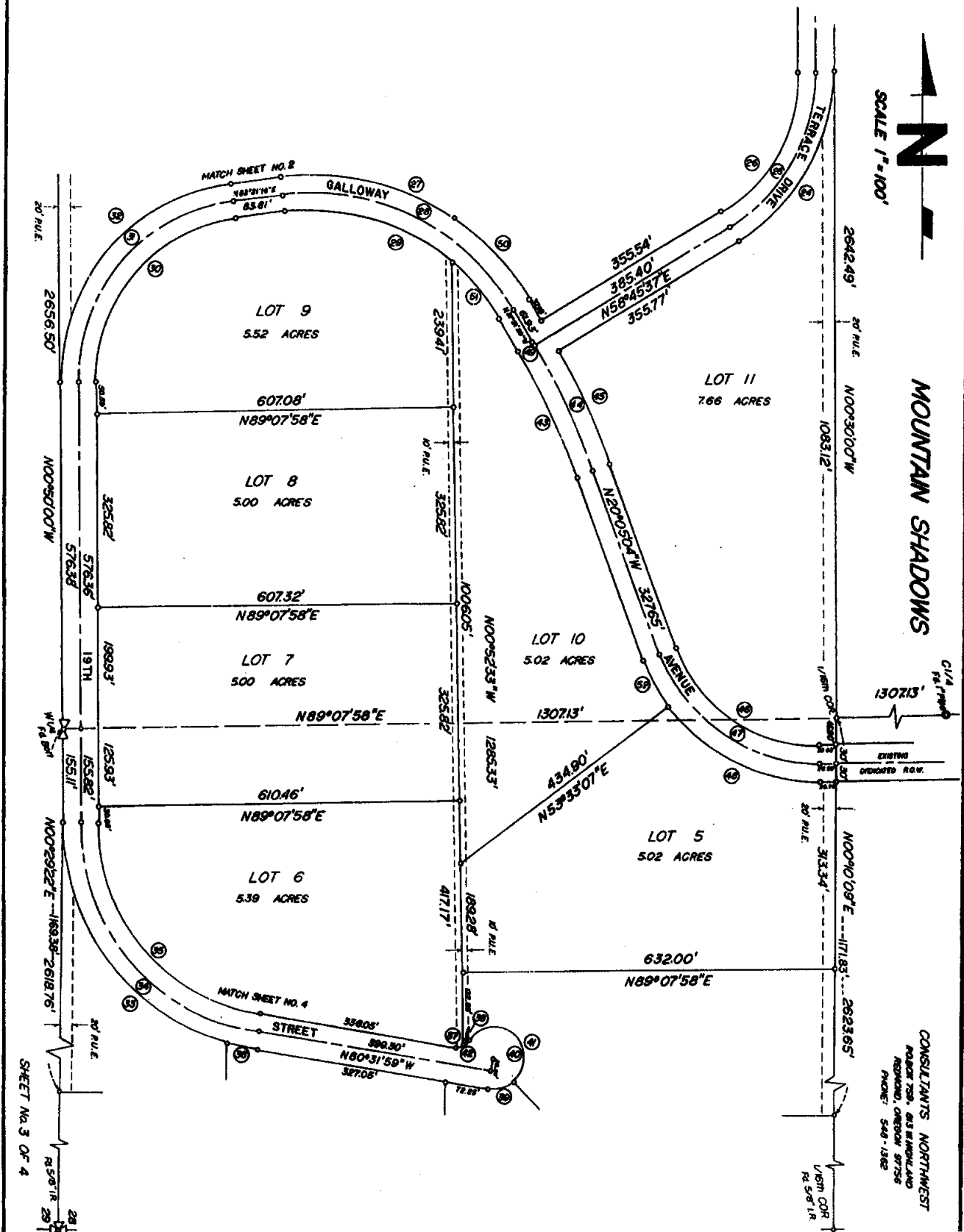
# MOUNTAIN SHADOWS

**CONSULTANTS NORTHWEST**  
PO BOX 759, B3 W HIGHLAND  
REDMOND, OREGON 97756  
PHONE 548-1362



# MOUNTAIN SHADOWS

**CONSULTANTS NORTHWEST**  
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REDMOND, OREGON 97756  
PHONE: 548-1362



IF THIS DOCUMENT IS LESS  
LEGIBLE THAN THIS NOTATION,  
IT IS DUE TO THE QUALITY OF

CS08307

AUGUST

25

1995

**CS08307**