

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS

FOR

MT. VISTA - FIRST ADDITION
A subdivision of Deschutes County, Oregon

Owner and developer, Michael J. Tennant, being the sole party having an interest in the portion of Section 10, Township 18 South, Range 12 East of the Willamette Meridian, platted and filed of record as MT. VISTA - FIRST ADDITION, Deschutes County, Oregon, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions, and Conditions:

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.

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 1400 square feet of living space, exclusive of garage, shall be permitted to be erected on any lot.
- (b) Roofs shall have not less than a 5 in 12 pitch and be covered with Architectural 30 composition shingles (a minimum 30 year warranty) or earth tone concrete or clay tiles. No wood shakes or shingles will be allowed, because of fire hazard.
- (c) Exterior Walls and Trim shall be of wood, (manufactured wood products such as fiberboard, masonite, etc., are considered acceptable). Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable. Plywood (T-1-11) is acceptable on gable accents.
- (d) Exposed Masonry will normally be limited to local stone. Concrete, concrete block, stucco, and brick may be used with specific approval of the Architectural Control Committee.
- (e) Building Height No building may be erected over two stories in height measured from the natural contour of the ground.

(f) Exterior Lighting will be of a type and so placed to ^{183 - 2944}eliminate glare and annoyance to adjacent property owners and passersby.

(g) Driveways will be of concrete, concrete pavers or asphalt.

Section 3. Uses Prohibited without the consent of Committee. Unless the committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are garaged or reasonably screened, preferably at the rear of the dwelling, from the view of all roads and adjoining lots, in this subdivision.

(b) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(c) As a place to raise domestic animals of any kind except a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(d) No structure of temporary character, basement, 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 job shack during construction of a home, provided said shack is removed with 20 days of completion of last residence.

(e) There shall be no swine, horses, cattle, poultry or goats on said premises.

(f) No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.

(g) No used materials will be permitted on exterior surfaces. (Used brick is permissible. See section 2 (d))

(h) Existing trees may be removed only with the permission of the (subdivider) Architectural Control Committee.

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 the subdivision is 90% built.

Section 5. 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, and other material the Committee determined 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) Architectural Control Committee Discretion and Guidelines. The Architectural Control Committee may, at its discretion, withhold consent with respect to any proposal if the committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and high design standards of MT. VISTA - FIRST ADDITION. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

(c) Failure to Act. In the event the Architectural Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5 (a) the Committee shall conclusively be deemed to have consented to the proposal.

(d) 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 from the Architectural Control Committee.

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 provided herein.

Section 2. Landscaping. The use of natural flora and bark, ground covers and trees native to the area is encouraged. All front yards shall be landscaped within six (6) 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 home or trailer may be used as a residence.

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 above-ground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

Section 7. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots, or private recreational areas.

Section 8. Fences. No chain link fences or metal whatsoever. Fences to be made of cedar with height not to exceed 6 feet. All fence extending from front of house to street, shall not exceed 3 feet in height with only two or three horizontal exposed bracings.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

Section 1. The Architectural Control Committee

The following are duly elected to serve on the Architectural Control Committee:

Michael Tennant
63265 Deschutes Market Road
Bend, OR 97701

Peter S. Taylor
231 S.E. Airpark
Bend, OR 97702

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 time said covenants shall be automatically extended for successive periods of five (5) years. However, at any time an instrument signed by a majority of the present owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

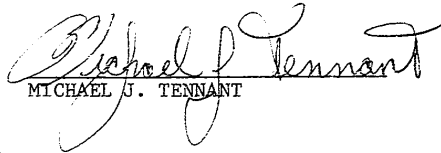
Section 3: Enforcements. The Architectural Control Committee shall have the right in the event any property within MT VISTA - FIRST ADDITION subdivision is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then 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 adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not paid in full within fifteen (15) days of billing. This is made specifically to insure that lawns and landscaping are kept in a neat and acceptable appearance and that every effort is made to maintain the high standards for appearance set out in the Protective Covenants established for MT VISTA - FIRST ADDITION Subdivision. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 4. Severability. Invalidity 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 all 29 lots in MT VISTA - FIRST ADDITION are built on, then the Architectural Control Committee will change from Michael Tennant and Peter Taylor to three home owners in subdivision (which will be decided by majority of homeowners).

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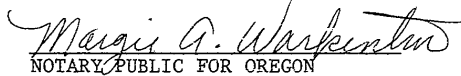
In witness whereof, the owner and developer of MT VISTA - FIRST ADDITION has caused this instrument to be executed for recording as the Protective Covenants, Restrictions, and Conditions for MT VISTA - FIRST ADDITION this 30th day of October, 1988.


MICHAEL J. TENNANT

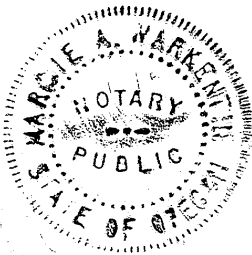
STATE OF OREGON)
County of Deschutes) ss. October 30, 1988.

Personally appeared the above-named MICHAEL J. TENNANT and acknowledged the foregoing instrument as his voluntary act.

Before me:


NOTARY PUBLIC FOR OREGON

My commission expires: 5-17-1990

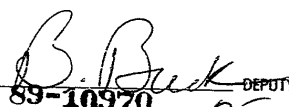


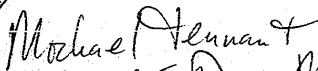
STATE OF OREGON)
COUNTY OF DESCHUTES) ss.

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:

89 MAY 11 AM 11:06

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. 89-10970 FEE 25
DESCHUTES COUNTY OFFICIAL RECORDS


63265 Des. Mkt Rd
Bend 01