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ORION ESTATES
Covenants, Conditions, & Restrictions

VOL

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Article I
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee: An Architectural Control Committee (ACC) is hereby established. It shall consist of three members and shall initially be composed of Orion A. Reis, Stephen C. Perrigan, and Richard D. Marken. A majority of the committee may designate a representative to act for it. In case of the death or resignation of any member(s) of the Committee, the remaining member(s) shall have full authority to designate a successor(s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the property owners in Orion Estates shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing.

Section 2. Uses Prohibited without the consent of the Committee: Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

- a. In the case of buildings and structures, approval must be obtained before application is made for a building permit.
- b. All improvements or additions including excavation, removal or planting of vegetation (lawns included), signs, fences, or other work must be approved by the ACC prior to commencement of work.
- c. Landscaping plan is to be submitted along with the building plans for approval prior to construction.

Section 3. Architectural Control Committee Consent: In all cases in which ACC consent is required, the following provisions shall apply:

- a. **Material Required to be Submitted:** Where consent must be acquired by lot owners from the ACC, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least thirty (30) days in advance of the occurrence which requires consent.
- b. **Architectural Control Committee Discretion and Guidelines:** The ACC 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 design standards of Orion Estates. Considerations such as materials, color, design, view, effect on other lots, disturbance of existing terrain and vegetation, and any other factor which the ACC 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 ACC fails to render its decision with respect to any proposed work within the thirty days granted in this section, the Committee shall conclusively be deemed to have consented to the proposal.
- d. **Effective Period of Consent:** ACC consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the ACC.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

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. Construction and Alterations of Improvements: No person or lot owner shall construct or reconstruct any improvements on any lot or alter or refinish the exterior of any improvement on any lot, make a change in any lot including but not limited to fence construction and the cutting or removal of trees, install a utility, outside antenna, or other outside wire on a lot unless such lot owner has first obtained the consent thereto of the ACC. Alternative energy uses and their design are also subject to the approval of the ACC.

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

Section 4. Type of Building: No building, other than a single family dwelling for private use may be constructed on any lot in Orion Estates other than those buildings necessary for the golf course (which shall be entirely at the discretion of the Architectural Control Committee). No mobile home or trailer may be used as a residence or temporary dwelling.

Section 5. Signs: No commercial sign may be displayed to the public view from any parcel other than a "For Rent", "For Sale", or one used by a builder to advertise that property during the construction and sales period, or by lot owners advertising lot for sale.

Section 6. Utilities: No above-ground utilities, pipes, delivery poles, or wires shall be used to connect improvements with supplying facilities.

Section 7. Offensive or Commercial Activities: No commercial trade or activity shall be carried on in any lot with the exception of those lots which are utilized by Orion Greens Golf Course, those lots specifically being Lots 22 and 23 of Block 5.

Section 8. Views:

a. The ACC will take into consideration neighboring lots views when house plans are submitted for approval, but it must be understood that not all views can be unobstructed and that approval will not be unreasonably withheld.

b. The height of improvements or imported vegetation and trees on a lot shall not unnecessarily materially restrict the view of other lot owners. The ACC shall be the sole judge of the suitability of such heights. If the ACC determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after thirty (30) days the improvement, vegetation, or trees are not removed or reduced in height as directed by the ACC, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased, nor to be read as a guarantee that all views will be preserved totally.

Section 9. Lighting: No exterior lighting shall be installed or maintained on a lot without written ACC consent.

Section 10. Driveways: All driveways must be composed of concrete, aggregate, or asphalt. No driveway shall be narrower than ten (10) feet. Any driveway wider than twenty-four (24) feet must meet with the approval of the ACC. Only one driveway per lot is permitted, except circular driveways where practical.

Section 11. Easements: There shall be reserved to Seller and the future owners of all parcels of Orion Estates the existing easements of record.

a. In order to maintain the beauty of the golf course, it is the intent of the sellers to reserve the right to water a portion of each lot bordering the golf course, which watering will naturally occur when the course is watered.

b. Lots bordering the golf course shall have individual maintenance and usage agreements in the form of an easement created at or before close of escrow.

Section 12. Construction Completion: No more than nine (9) months construction time shall elapse for the completion of a permanent dwelling once the construction has begun. As provided for in Article 1, Section 2 all other improvements excepting landscaping which have been approved thereunder shall also be completed within this nine-month period. Landscaping shall be completed as provided for under Article 11, Section 19 guidelines.

Section 13. Living Area: No residence shall be constructed with less than 1600 square feet of living area if the lot on which it is built borders on the golf course. If subject lot does not border the golf course, no residence shall be constructed with less than 1400 square feet of living area. Exceptions can be made by the ACC if the houseplan is deemed by the Committee to be one that would fit in with the neighboring houses in the area however no house shall be constructed with less than 1400 square feet of living area. A two-story home should have a minimum of 900 square feet of living area on the ground floor.

Section 14. Garages: All homes must have a double garage. Anything larger than a triple garage must meet with the approval of the ACC.

Section 15. Roofs: All roofs must be composed of cedar shakes or shingles. Tile roofs are acceptable when deemed appropriate by the ACC. Roof pitches shall be a minimum of 5/12 unless otherwise approved by the ACC.

Section 16. Material Guidelines:

- a. Exterior sidings shall be cedar or other comparable quality wood. T1-11 is not an acceptable siding, nor is any other plywood-type of siding.
- b. Garage doors must be solid wood.
- c. Windows shall be either wood-framed or bronzed aluminum-framed.
- d. Exterior paint colors shall be in earth tones unless otherwise approved by the Committee.

Section 17. Trailers, Trucks, Recreational Vehicles, etc.: No travel trailer, truck (excluding four-wheel drive passenger vehicles and pick-up trucks), vehicles not regularly driven, truck camper, boat, boat trailer, utility trailer, snowmobile, or other recreationabl vehicle shall be parked or stored on any lot unless it is parked or stored in a garage or screened from the view of all roadways, adjoining lots, and golf course. All such screening shall be subject to approval by the ACC.

Section 18. Service Facilities: All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clotheslines, and other service facilities shall be screened from view from neighboring lots, roads, and golf course in a manner approved by the ACC.

Section 19. Landscaping: Each lot must be entirely landscaped and maintained.

a. **Execution of Plans:** Each lot owner shall follow the landscape plan submitted to the ACC with the initial construction drawings. If plan has not been approved or owner desires changes in the plan, it should be understood that the ACC's approval will not be unreasonably withheld, provided that said plan falls within the guidelines herein provided. Plan is to show trees, major shrubs and rocks, grasses, berms, structures, and any fencing.

b. **Completion of Plan:** Completion of grasses and major shrubs and trees as per plan shall occur within six (6) months from date of occupancy. The remainder of the landscaping is to be completed within twelve (12) months from date of occupancy.

c. **Grasses:** Approximately thirty percent (30%) of the lot should be in lawn. Approval for deviation from this norm will be entirely at the discretion of the ACC.

d. **Natural Landscaping:** Natural landscaping will be permitted where deemed appropriate by the ACC provided that weeds are not prevalent. The use of gravel and cinders will not be acceptable "landscaping" except as approved for parking strips and paths that are approved by the ACC, of which type and color of materials used must also be approved.

e. **Removal of Trees:** Removal of trees, prominent natural landscape, etc. will be discouraged and is forbidden unless approved by the Committee.

f. **Outdoor Furniture and Accessories:** Location of any permanent outdoor furniture such as barbeques, swings, picnic tables, tree houses, trampolines, swimming pools, etc. must be approved by the ACC.

Section 20. Effect: These restrictions shall be binding upon all future lots to be developed in Orion Estates subdivision except Lots 22 and 23 of Block Five. All houses finished prior to recording of these restrictions shall be automatically exempted from these restrictions for the purposes of building and landscaping requirements.

ARTICLE III

GENERAL PROVISIONS

Section 1. Term: The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded unless amended as provided for in Article III, Section 6 herein; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to further change said covenants in whole or in part.

Section 2. Enforcement: The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages or both by the owner or owners of any of the above-described lands, their and each of their legal representatives, heirs, successors, and assigns; and a failure, either by the owners named or their legal representatives, heirs, successors, or assigns to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter. The Architectural Control Committee shall also be deemed to be an owner and have all of the remedies available to them as contained in this section in order to see that the plans for building and improvements on the lots covered by these Covenants, Conditions and Restrictions are conformed to in every detail.

Section 3. Severability: Invalidation of any one of these foregoing Covenants, Conditions and Restrictions or any portion thereof by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall in such case continue to remain in full force and effect.

Section 4. Attorney's Fees: In the event suit or action be instituted to enforce any of the terms or conditions of this document, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial and appellate courts.

Section 5. Voting: Each lot owner shall be entitled to one (1) vote.

Section 6. Amendment: These Covenants, Conditions and Restrictions may be amended at any time by obtaining written approval of the proposed amendment from fifty-five (55) percent of the lot owners to which these restrictions apply.



Signature: Orion A. Reid

Elvora J. Reid

Date: 6/8/83

STATE OF OREGON,

County of Deschutes

FORM NO. 22 - ACKNOWLEDGMENT
STANDARD LAW AND CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 8th day of June, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Orion A. & Elvora J. Reid

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.

Leni D. Miller
Notary Public for Oregon.

My Commission expires 5/24/86

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENNELL, COUNTY CLERK AND
RECORDS OF DEEDS, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1983 JUN 14 AM 8:56

MARY SUE PENNELL
COUNTY CLERK

BY: *[Signature]* DEPUTY

63-19613

NO. *[Signature]*

DESCHUTES COUNTY OFFICIAL RECORDS