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**STATE OF OREGON
COUNTY OF DESCHUTES**

I hereby certify that the attached instrument was
received and duly recorded in Deschutes County
records:

DATE AND TIME: Jan. 14, 1999; 2:16 p.m.

RECEIPT NO: 745

DOCUMENT TYPE: Covenants,
 Conditions & Restrictions

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Mary Sue Penhollow

**MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK**



99-1825-1



T.M. PETE ENTERPRISES, INC.

Professional Building Contractor

Residential/Commercial
61383 S. Highway 97
Bend, OR 97702

Builders Board #37195
Phone (541) 382-8005
Fax (541) 382-1107

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

**FOR
PHOENIX PARK**

A Subdivision of Deschutes County, Oregon

Owner and developer, T.M. PETE ENTERPRISES, INC., being the sole party having an interest in the portion of Section 16A, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as PHOENIX PARK, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions, and Restrictions (CC&Rs).

**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 Committee (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:

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- 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 6-in-12 pitch and be covered with composition shingles, ARC 80 style (minimum 30 year), or earth-tone concrete or clay tiles.
- 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 not permitted.
- 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 30 Feet in height measured from the natural contour of the ground.
- F. Exterior Lighting will be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby. All lighting will be indirect. No bulbs or glass shall be exposed.
- G. Driveways will be of concrete, concrete pavers, or asphalt.

SECTION 3. USES PROHIBITED WITHOUT THE CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE. Unless the Architectural Control 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 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. Pets will be on leash at all times, unless fenced area is provided.
- 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.
- 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 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 (except for used brick, see SECTION 2D) will be permitted on exterior surfaces.

SECTION 4: A Vote of 51% of the owners of the subdivision can adopt, amend, or repeal any or all of the above CC&R's, after the subdivision is 100% 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 obtained by lot owners, the owner must submit plans, specifications, and other materials the Architectural Control Committee determines to be necessary to enable it to evaluate the proposal at least thirty (30) days in advance of the occurrence which requires consent.

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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 the thirty (30) days granted it in Section 5A, the Architectural Control Committee shall conclusively be deemed to have consented to the proposal.
- C. Improvements. The Architectural Control Committee shall have the sole power to judge the suitability of any improvement within the subdivision. Any decision by the Architectural Control Committee shall be final and binding on all affected owners and all other owners in the subdivision unless an owner proves that the Architectural Control Committee's decision was a product of fraud, bad faith or failure to exercise honest judgment.
- D. Effective Period of Consent. Architectural Control Committee consent shall be revoked one (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, grass 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 improvement 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, campers, trailers may be used as residences, including manufactured housing.

- 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 activities 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 are permitted. Fences are to be made of cedar with height not to exceed six (6) feet. All fences extending from the front of the house to the street shall not exceed three (3) feet in height and shall have only two (2) or three (3) horizontal exposed bracings. All side and rear fences constructed on the property lines by developer 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.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

- SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEE. The following are duly elected to serve on the Architectural Control Committee:

Tenos M. Pete
T.M. Pete Enterprises, Inc.
61383 S. Hwy 97
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 be automatically extended for successive periods of five (5) years. However, at anytime an instrument signed by a majority of the present owners of the lots can be recorded, agreeing to change said covenants in whole or in part.

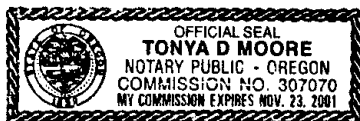
- SECTION 3. ENFORCEMENT. The Architectural Control Committee shall have the sole right in the event any property within Phoenix Park subdivision is not adequately cared for to notify the negligent party of the condition in writing; if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the service 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 the lawns and landscaping are kept in a neat and acceptable appearance as set out in the Protective Covenants established for Phoenix Park 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. The Architectural Control Committee shall have the exclusive right to enforce these covenants in law or in equity.
- SECTION 4. SEVERABILITY. Invalidation of any one of these covenants by judgement 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 Phoenix Park is completely built on, the Architectural Control Committee will change from T.M. Pete Enterprises, Inc. to three (3) homeowners from each phase (which will be decided by majority of homeowners) who will oversee and enhance all of the above CC&Rs.
- SECTION 6. In the event suit is instituted to enforce or interpret any of the terms of this document, the prevailing party shall be entitled to recover from the other party such sum as the Court may determine reasonable as attorney fees at trial or on appeal in addition to expert witness fees, deposition costs, and all other sums provide by law.
- SECTION 7. The Architectural Control Committee has the right to adopt supplemental Architectural Control Committee rules in conformance with this document.

99.18257

I, certify that I know or have satisfactory evidenced that T.M. Pete Enterprises, Inc, the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/14, 1999

Before me:



Tonya D Moore
Notary Public for Oregon
My commission expires: 11/23/2001

STATE OF OREGON)
County of Deschutes) s.s

Tenos M. Pete
Tenos M. Pete, President
T.M. Pete Enterprises, Inc.

CC&RS.PHX

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