

3380

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

PINEBROOK

LOTS

Deschutes County, Oregon

VOL 210 PAGE 471

PINEBROOK ASSOCIATES hereby declare that all of the property known as PINEBROOK PHASE I 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 Pinebrook.

Definitions.

(a) "Declarant" shall include the owners, Margaret G. Symons, Arthur H. Ferenz, Arleen G. Ferenz and James H. Douglas.

(b) "Board" shall mean the Board of Directors of Pinebrook Homeowners Association.

(c) "Association" shall mean all the lot owners acting as a group in accordance with the Declaration and Bylaws under the name Pinebrook Homeowners Association.

(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All paths, play areas and other real property falling within the overall description of Phase I of Pinebrook but not delineated on a lot number basis, and any road not dedicated to Deschutes County.

Section 1. Members. All lot owners must be members of Pinebrook Homeowners Association and are subject to the rules and regulations of that organization, including provisions for enforcement thereof.

Section 2. 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 Pinebrook. This exception is made because the natural setting of Pinebrook is conducive to the creativity of artists. By consent of all lot owners further exceptions may be granted.

Section 3. Specifications. Not more than one detached single-family dwelling not to exceed two stories in height, 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 excepting those designated on the plat with an asterisk which may be used for multi-family dwellings. Basements, which include daylight, split entry and split level types shall not be considered in determining the number of stories in the dwelling. Minimum square footage per single-family dwelling is 1100 square feet excluding the garage, unless unanimously approved by the Board of the Association.

Section 4. Set Backs. Set backs shall conform to governmental regulations with variances allowable when approved by the regulating body.

Section 5. Trees. All trees will be left standing, with the exception of those needing removal for the purpose of home construction.

Section 6. Painting. All buildings constructed on any portion of Pinebrook, 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 is started and shall be periodically painted thereafter. The Board of Directors of Pinebrook Homeowners Association shall have the power to have the exterior painted and assess the owner for charges.

Section 7. Design Control. The Board of Directors of Pinebrook Homeowners Association shall appoint a Design Control Committee to ensure that buildings constructed at Pinebrook will be consistent with the overall plan and design motif for Pinebrook. Purchasers of lots within Pinebrook shall not construct or alter any improvement on their site until:

(a) The Owners have submitted to the Design Control Committee, two complete sets of plans and specifications therefore in form satisfactory to the architectural committee, showing insofar as the appropriate (i) the size and dimensions of the improvement, (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, and (vii) the landscaping arrangement; and

(b) Such plans and specifications have been approved in writing by the architectural committee and a copy of such plans and specifications as finally approved deposited for permanent record with the committee.

7.1 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 architectural committee 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 alteration, the material used therein, the kind, shape, or type of roof proposed to be placed thereon or because of its reasonable judgment of the architectural committee, would render the proposed improvement inharmonious or out of keeping with Pinebrook's objectives or the improvements erected on other homesites in the immediate vicinity of the leased premises.

7.2 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 architectural committee.

7.3 The composition of the Design Control Committee shall be one licensed architect, one general contractor, one representative of the developer and a member of the Board of Directors of Pinebrook Homeowners Association.

7.4 The Design Control Committee has prepared an architectural checklist setting forth the general plan and motif for Pinebrook which is available at the office of The Sagene Group, 860 Olive, Eugene, Oregon 97401. Such a checklist may be modified from time to time. Any modification will not become effective for 60 days so that persons who are in the process of preparing plans will not be retroactively required to meet the modifications so long as that plan is submitted prior to the running of the 60 day period.

Section 8. Lot Division. No lot shall be divided without the written consent of the Declarant or its heirs and assigns.

Section 9. Sewage. All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or health authority having jurisdiction.

Section 10. 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.

Section 11. Screening. All garbage, trash, cutting, refuse and garbage containers, fuel tanks, clothes lines and other service facilities shall be screened from view from neighboring parcels.

Section 12. 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. No rubbish may be burned or buried on or near Pinebrook.

Section 13. 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 14. Mobile Homes. Mobile homes of any kind are not permitted on Pinebrook for residential purpose.

Section 15. 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 16. 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 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 subdividers 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. The Declarant reserves the right to change, extend or close any streets or roads in Pinebrook or depicted on the plat of said Addition, and to cut new streets or roads; provided such changes shall not interfere with the ingress or egress to the property or any owner.

18.1 Easements and rights of way are hereby specifically reserved to the Declarant and the Association, their respective successors and assigns, for the erection, construction, operation and maintenance of roads, 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.

18.2 For the use, construction, development and maintenance of paths and trails, The Declarant, and The Association, their respective successors and assigns, reserve an easement and right of way over and upon each lot in Pinebrook 5 feet of even width along those boundaries of each lot which are not adjacent to a public road.

18.3 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. Assessment. Each lot or parcel of land in Pinebrook excepting common areas shall be subject to its prorata share of the necessary costs and expenses incurred in providing labor, material or insurance for the operation or maintenance of roads, paths, bicycle paths, access easements, common recreational facilities and other common areas. Each lot, tract or parcel of land benefitted by these expenses shall be subject to a lien in favor of The Declarant or The Association for the collection of these expenses and this lien shall be of the same kind and may be enforced as provided in ORS Chapter 91 in the Oregon Unit Ownership Law. See the Declaration of Covenants, Conditions, and Restrictions (COMMON AREA) for additional restrictions relating to the common area.

Section 20. 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 other than building on Pinebrook shall not be considered an offensive activity.

Section 21. Firearms. The shooting of firearms on the premises is prohibited.

Section 22. Pets. No animals other than domestic pets shall be kept on any part of Pinebrook and domestic pets shall not be kept, bred, or maintained for commercial purpose.

Section 23. Enforcement. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of Pinebrook 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 24. 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 1994, at which time said covenants shall be automatically extended for successive periods 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 25. 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 26. Binding. The foregoing conditions and restrictions shall bind and inure to the benefit of each of the owners or occupants of any portion of Pinebrook 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 deemed a waiver of the right to do so thereafter.

Section 27. Omission or Conflict. When these covenants do not cover a situation, the rules and regulations of the City of Bend 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 Board shall govern in determining which rules are the strictest.

Section 28. Applicability to Declarant. Covenants 7,8,10,11,12,13, 14,15,16, and 17 shall not be applicable to the Declarant during the construction and sales period. The Declarant shall have the right to assign one or all of their rights under this covenant to another builder or developer, provided that the Declarant develops the tract in accordance with the plan as platted.

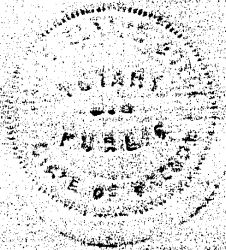
Section 29. Staged Development. Additional land within the area described in Deed Book _____, Page _____ of the land records of Deschutes County may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the annexation is in accord with the general plan heretofore approved.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 1st day of June, 1974.

PINEBROOK ASSOCIATES

BY: Margaret G. Symons
Margaret G. Symons

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Notary Public: Marie Elaine Boese
Sept. 3, 1974
Commission Expires: May 27, 1978

3380

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 3rd day of Sept A.D. 1974 at 2:15 o'clock P. M., and recorded in Book 210 on Page 471 Records of Desch.

ROSEMARY PATTERSON
County Clerk

By [Signature] Deputy

George Cook
1230 N. E. 3rd St.
Bend Ore.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINEBROOK, PHASES II AND III, Deschutes County, Oregon

PINEBROOK ASSOCIATES hereby declare that all of the property known as PINEBROOK, PHASE II and PINEBROOK, PHASE III is and shall be held and conveyed upon and subject to the Easements, Conditions, Covenants, Restrictions and Reservations which are of record for PINEBROOK, PHASE I. Said Easements, Conditions, Covenants, Restrictions and Reservations are recorded in the Office of the Deschutes County Recorder in Volume 210, at Pages 471 through 476, of Deed Records of that County. All of said Easements, Conditions, Covenants, Restrictions and Reservations are for the purpose of enhancing and protecting the value, desirability and attractiveness of Pinebrook.

PINEBROOK ASSOCIATES, a Partnership

Margaret G. Symons

MARGARET G. SYMONS, Partner

*Arthur H. Ferenz by
Margaret G. Symons*

ARTHUR H. FERENZ, Partner, by
MARGARET G. SYMONS under Power of
Attorney dated May 29, 1974 and
recorded in Volume 210 at Page 815,
Records of Deschutes County, Oregon

*Arleen G. Ferenz by
Margaret G. Symons*

ARLEEN G. FERENZ, Partner, by
MARGARET G. SYMONS under Power of
Attorney dated May 29, 1974 and
recorded in Volume 210 at Page 815,
Records of Deschutes County, Oregon

*James H. Douglas by
Margaret G. Symons*

JAMES H. DOUGLAS, Partner, by
MARGARET G. SYMONS under Power of
Attorney dated September 3, 1975,
and recorded in Volume 223 at Page
635, Records of Deschutes County,
Oregon

STATE OF OREGON)

ss.

County of Deschutes)

February 24, 1977.

Personally appeared the above-named MARGARET G. SYMONS and acknowledged the foregoing instrument to be her voluntary act. Before me:

Katherine A. Sweeney
Notary Public for Oregon
My Commission expires: 1/26/80

STATE OF OREGON)

ss.

County of Deschutes)

February 24, 1977.

Personally appeared MARGARET G. SYMONS, who, being duly sworn, did say that she is the attorney in fact for ARTHUR H. FERENZ and ARLEEN G. FERENZ, under Power of Attorney dated May 29, 1974 and recorded in Volume 210 at Page 815, Records of Deschutes County, Oregon, and that she executed the foregoing instrument by authority of and in behalf of said principals; and she acknowledged said instrument to be the act and deed of said principals. Before me:

Katherine A. Sweeney
Notary Public for Oregon
My Commission expires: 1/26/80

STATE OF OREGON)

ss.

County of Deschutes)

February 24, 1977.

Personally appeared MARGARET G. SYMONS, who, being duly sworn, did say that she is the attorney in fact for JAMES H. DOUGLAS, under Power of Attorney dated September 3, 1975, and recorded in Volume 223 at Page 635, Records of Deschutes County, Oregon, and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal. Before me:

Katherine A. Sweeney
Notary Public for Oregon
My Commission expires: 1/26/80

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STATE OF OREGON

County of Deschutes

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

the 25 day of Feb A.D. 1977

at 9:30 o'clock P.M. and recorded

in Book 24 on Page 15 Records

at

ROSEMARY PATTERSON

County Clerk

By

Deputy