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**RECORDED DOCUMENT**

**STATE OF OREGON**  
**COUNTY OF DESCHUTES**



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**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

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

DATE AND TIME:        Oct. 2, 2000; 2:56 p.m.

RECEIPT NO:            26734

DOCUMENT TYPE:        Planned Community  
                                 Subdivision Declaration

FEE PAID:                \$76.00

NUMBER OF PAGES:    10

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

**MARY SUE PENHOLLOW**  
**DESCHUTES COUNTY CLERK**

2000-39927-1

Return to :

Plainview Ranch Homeowner's  
Assn., Inc.

17750 OX SPUR CT  
Bend, OR 97701

ATTN : LIZ SIMPSON

PROTECTIVE COVENANTS, CONDITIONS AND

RESTRICTIONS

FOR

PLAINVIEW RANCH SUBDIVISION

DESCHUTES COUNTY

OREGON

PLAINVIEW RANCH Homeowner's Assn, INC.

As Declarant

Plat No. 333

Northwest 1/4 Section 32, Township 15  
South, Range 11 EAST, W. M., Deschutes  
County, OREGON. Blocks 1, 2 and 3

## **THE PREAMBLE**

**to the COVENANTS, CONDITIONS and RESTRICTIONS and BYLAWS  
for Governing Plainview Ranch Homeowner's Association.**

**We, the members of Plainview Ranch Homeowner's Association, assume that our property is valuable in both real and personal terms, and that we want to do all that is reasonable and possible to enrich that value.**

**We share a belief in property rights, but equally important is our concern for our neighbors, upon whose rights and values we do not want to impose. We share a belief in the value of the general environment. We value, as well, the property upon which we've chosen to build our homes. We want to do nothing that may prove offensive to our neighbors, that will violate the environment, or that may diminish the value of any of the properties in the Plainview Ranch development or of the development as a whole.**

**That being the case, we believe that the harmony implicit in our living together as a community must always be our highest concern when considering any changes to the land upon which we live. Such changes, we believe, must include the adding of structures, the types of structures, the locations of structures, and the changing of the landscape. As we recognize the fact of property rights and the differing of individual perspectives about how we, as individuals, may want to live, we also recognize that we are a community. We have come together understanding we live close to one another and want the benefits of neighborliness. We know we must be tolerant of differing perspectives about the function of the community as well as attitudes toward individual property rights. In order to avoid any conflict about differing attitudes and perspectives, we agree that any changes a property owner may want to make to his property must be reviewed by the committee or committees designated by these CC&Rs to make allowances for building and development. Because we wish to avoid conflicts and maintain a shared goal of neighborliness, it is essential that these protective Covenants, Conditions and Restrictions be strictly observed.**

**We hope it is understood that our goal is to create a circumstance in which we can live together in ease and harmony with each other and with our natural surroundings. We have come together here chiefly, perhaps, because we have found a place we value for its natural beauty. We want to do all we can to help the place and its beauty endure while enjoying the good fortune to live here.**

## COVENANTS, CONDITIONS AND RESTRICTIONS OF USE OF PROPERTY

**Sec. 1** Definitions; as used in this document, the PREAMBLE, and the BYLAWS, the following definitions apply.

**Owner** means the record owner of the fee simple title to any lot within the subdivision; or a contract purchaser if the seller retains legal title merely to secure performance of the contract.

**Structure** means any building, shed, fence, concrete flat work, playground equipment, flagpole, pond or other permanent installation.

**Improvements** means the addition, removal or alteration of structures, roads, landscaping, etc...such as wells, driveways, clearing of ground cover, planting or removing trees, fences or other modifications to the property.

**Variance** means the appeal process for allowing certain specific restricted activities in these Covenants.

**Landscaping** means the arrangement, type and quantity of living shrubs, trees, ponds, and other ornamental devices located on the property.

**Terms such as Nuisance, Annoyance, Noxious etc.** Shall be interpreted by the Board of Directors, as needed on a case-by-case basis.

**Sec. 2** Each lot shall be used exclusively for residential, agricultural or livestock purposes. Owners wishing to raise livestock on their lots must obtain approval from the Board of Directors and follow all Humane Society guidelines for the care and feeding of their particular animals.

**Sec. 3** No motor homes, campers, travel trailer, or similar units may be permanently or semi-permanently installed on any lot. However, such units may be used as temporary dwellings during the course of construction of a primary residence (18 months) and for up to two-week periods during vacations or visits to the property. Any campers travel trailers, or other such units, kept on any lot, shall be stored in such a manner as to be screened from view of other lots in Plainview Ranch.

**Sec. 4** The period of construction for a permanent structure shall not exceed 18 months from the time a building permit is issued. Landscaping may extend beyond this period. However, all construction debris is to be removed, the construction site cleaned, and the exterior of the structure is to agree with submitted architectural design within this time frame.

**Sec. 5** All driveways must be composed of pavers, cinders, gravel, asphalt or concrete. No dirt driveways will be allowed.

**Sec. 6** All buildings must conform to all laws and regulations of the State of Oregon, Deschutes County, and any applicable municipality relating to zoning, fire protection, building construction, water sanitation and public health. Dwellings must be suitable for year around use and must be placed upon permanent foundations in accordance with the state and county building codes. Exteriors of all buildings are to be finished with natural materials or materials that have a natural or rustic appearance. Roofing shall be wood shake, tile, metal or other state-of-the-art materials that complement the buildings exterior finish. Building colors are to be natural or earth tones and subdued. Spark arresters shall be installed on all chimneys.

**Sec. 7** All structures shall be set back at least 50' from all lot boundary lines. This set back must be indicated on all drawings submitted for review and approval.

**Sec. 8** Fences (except gates) shall not exceed 60" in height and shall harmonize with the surroundings.

**Sec. 9** The following scale drawings are to be submitted to the Architectural Review Committee, prior to making any improvements to any lots;

**Plot Plan** Detailed, scaled plan showing property corners, buildings, well, septic fields, set back, utilities, signs, fences, and driveways (location, materials and angle to paved road).

**Building details** Detailed scaled plan showing floor plans, elevations and exterior building materials, colors, etc.

**Landscape Plan** Detailed, scaled plan showing proposed landscaping with any trees indicated to be removed or added.

**Sec. 10** There shall be an Architectural Review Committee composed of five (5) Members approved by a majority of the voting members of the Association.

1. The Architectural Review Committee shall approve the design, ornamentation, location and aesthetics of all structures and improvements upon the lots in the subdivision to insure compliance with the standards set forth herein. No person shall erect, move, or alter any building, structure, wall or other exterior improvement on any lot in the subdivision without the prior written approval of the Architectural Review Committee, including the removal or addition of any living trees.

One set of scaled drawings, showing the proposed additions or changes, shall be submitted to the Architectural Review Committee for review and comment at least thirty (30) days prior to the proposed action. The committee will give written notification of approval or denial.

2. The Architectural Review Committee shall approve or disallow the requested proposal within thirty (30) days. However, if the committee takes no action on the proposal within thirty (30) days after submission, said proposal shall be considered to be approved.

3. The Architectural Review Committee, in deciding whether or not to approve a proposal, shall apply the following standards; not to the exclusion of standards set elsewhere in these Covenants, Conditions and Restrictions:

a. Simplicity, good proportions and an appearance of naturalness to the Ranch setting are desired in the completed structure.

b. A building design, height or location, which obstructs the view of other lot owners, will not be approved.

c. Landscaping of lots shall, to the extent possible, preserve the natural environment. The use of materials or other type of decoration foreign to the natural environment is prohibited.

d. Location and arrangement of driveways to accommodate fire and emergency vehicles, and to result in the good, safe flow of traffic.

e. The cutting or removal of living trees will be permitted only where necessary for the construction of driveways and buildings. Thinning for the beautification of the property (with Architectural Review Committee approval), and/or for those lots without existing meadow to provide a garden area is permitted. Trees provide cover and privacy within the subdivision, hence, no further cutting or removal of living trees will be permitted without the express written approval of the Architectural Review Committee. A detailed-scaled plan identifying specific trees for removal must first be submitted to the committee for consideration before final approval.

4. Any lot owner that is denied a request for a certain improvement by the Architectural Review Committee, when that request is submitted in accordance with the Covenants, Conditions and Restrictions described herein, shall have the right to request a "variance". A variance shall be in effect, and replaces the Architectural Review Committee's decision when 80% of the Association lot owners vote for approval of the improvement. The Board of Directors will mail the ballots regarding the variance to owners of record, at the request of the denied owner. Arguments for and against the variance may accompany the ballots. Each lot shall have one vote.

**Sec. 11 Buildings shall be restricted to treed areas. No buildings will be permitted in the open meadow areas except on those lots with insufficient trees. On these lots, buildings shall be located as close to the treed area as the setback permits.**

**Sec. 12 Dwellings shall be single family, not exceeding two stories in height. Flag poles, antennas and other structures shall not exceed this equivalent height restriction. No dwelling shall be smaller than fourteen hundred (1400) sq. ft. in area.**

**Sec. 13 No lots may be further subdivided. A minor lot-line adjustment shall not be considered subdivision under this section. Any such lot-line adjustment must conform to all applicable state, county, and municipal laws and regulations.**

**Sec. 14 No commercial or other activity shall be carried on upon any lot in the subdivision that results in noise, odor, disturbance or unusual traffic in the area. No noxious, offensive or illegal activity shall be permitted. No activity, which constitutes an annoyance or nuisance, shall be permitted.**

**(Deschutes Co. regulations regarding Home Occupations shall apply.)**

**Sec. 15 Motorized vehicles shall be used for ingress and egress only, and only on established roads. A farm tractor, or mechanized garden equipment, shall not be considered "motorized vehicles". Motorcycles, motor-bikes, four wheelers, all-terrain vehicles, and noisy cars or trucks shall be considered a nuisance except for occasional slow speed passage to/from the highway.**

**Sec. 16 All utilities are to be underground (no overhead power or telephone lines) and are to conform to the local utility companies ditch regulations regarding depth, spacing, cover, etc. All buried utilities are to be identified on Plot Plan Drawings and are to be equipped with metal locating devices.**

**Sec. 17 The burning of limbs and yard debris, in open fires, shall be permitted during open burning periods with a valid Cloverdale Fire Dept. Burning Permit and following all burning instructions indicated on the permit. Fires are allowed only in cleared areas with the proper fire fighting equipment on hand. No open fires are allowed after sunset.**

**Sec. 18 All garbage, trash, refuse and rubbish must be kept in suitable containers and removed from the property. No garbage may be dumped or buried on the premises or in any area within Plainview Ranch. All garbage and refuse containers, fuel tanks, clothes lines, satellite dish antennas and other service facilities shall be screened from the view of neighboring lots. Electrical Company transformers need not be screened.**

**Sec. 19** Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. The clearing or removal of brush as necessary for fire protection is allowed. The limbing of lower branches of trees will be allowed, but only with the consideration to neighbors whose line of sight may be adversely affected through the loss of privacy. Any proposed change to the natural landscape must have a clear purpose in mind and requires written approval of the Architectural Review Committee.

**Sec. 20** Each lot owner is responsible to maintain easily located metal stakes at the corners of his or her lot that accurately define the legal bounds of that property.

**Sec. 21** All dwellings shall be "site built", or otherwise constructed of conventional means and standards. Manufactured, mobile homes or kit -type construction shall not be allowed. Storage sheds shall be exempt from this requirement. Log home construction shall not be considered a "Kit" even if not fabricated on site.

**Sec. 22** It shall be the responsibility of every lot owner to eliminate or control the growth of all noxious weeds on their property and the road frontage adjoining their property. Owners failing to make a good faith effort to control such weeds may, at the direction of the Board of Directors, be assessed special fees to cover the cost of commercial eradication of these weeds.

**Sec. 23** The owner with livestock shall construct fences around his lot which shall be adequate to prevent the escape of such livestock. The owner of any lot keeping livestock shall be liable for all damages caused by livestock escaping and running at large.

**Sec. 24** Outside yard lights shall conform to the Deschutes County Outdoor Lighting Ordinance, #15.10, effective Aug. 31, 2000.

**Sec. 25** No more than one sign will be permitted for each lot. The text letters shall not exceed 4" in height. No commercial signs will be allowed.

**Sec. 26** The roofs of all buildings shall be kept clear of needles, leaves, and other flammable materials. All stoves, heating systems, liquid gas systems and electrical wiring shall be so installed as to minimize the danger of uncontrolled fire and comply with the building and electrical codes of the National Board of Underwriters. All wooden roofing materials shall be treated for fire and termite resistance.

**Sec. 27** Dogs shall not be permitted to run at large. At no time shall dogs be permitted to interfere with or annoy (e.g. persistent barking) other residents.

**Sec. 28** The shooting of firearms within Plainview Ranch is prohibited.



**Sec. 29 Lot owners shall not be allowed to park vehicles or other objects for sale at the entrance to Plainview Ranch with the intent to attract buyers from traffic on Highway #20.**

**Sec. 30 Enforcement.**

- 1. Every owner shall have the right to seek enforcement through and by the Board of Directors, by any proceeding at law or in equity, the provisions of the Covenants, Conditions and Restrictions. Failure to enforce any Covenant, Condition or Restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.**
- 2. If any owner constructs or permits to be constructed on his property any improvement which violates, or allows the condition of his property to violate, any provision of these Covenants, Conditions and Restrictions, any other owner may file a grievance outlining the violation with the Board of Directors. It becomes the responsibility of the Board to evaluate the validity of the grievance, serve as mediators and confront the owner if deemed necessary. The owner shall have up to sixty (60) days after the delivery of written notice of the violation to alter, repair, or change the item which is in violation of these covenants and conditions in such manner as to make it conform.**
- 3. In the event of new construction or modifications that does not conform to the plans submitted and approved by the Architectural Review Committee, the delivery of a certified letter to the owner giving written notification of the violation shall require an immediate cease and desist of all work, construction, repair, alteration, landscaping, and excavation of any kind, until such breach is remedied. Work may only proceed when certified by letter from the Board of Directors. The stop work order shall continue until the violation has been corrected and validated in writing by the Board. If the owner, contractor, or subcontractor refuses to stop work, an injunction to force compliance will be filed in a court of jurisdiction. Any and all legal expenses including court costs, filing fees and attorney fees shall be the responsibility of the owner in violation.**
- 4. In the case of a landscape violation, of cutting down trees without proper authorization from the Architectural Review Committee, the property owner will be liable and fully responsible to replace any tree with like kind and size that was removed, or another, the type of which must be approved by the Architectural Review Committee.**
- 5. Invalidation of any one of these covenants or conditions by judgment or court order shall in nowise affect any other provisions, which shall remain in full force and effect.**

6. The Covenants, Conditions and Restrictions shall run with and bind the land. They shall inure to the benefit of and be enforceable by any owner, his representatives, heir, successors, and assigns, for a term of twenty-five (25) years from the date herein after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of these covenants may be amended during the first twenty-five (25) year period by an instrument signed by owners of at least seventy-five (75%) percent of the property in the subdivision. All such amendments shall be recorded in the Deed Records of Deschutes County, Oregon.

#### **Sec. 31 Assessments**

1. Each lot in Plainview Ranch shall be subject to its prorated share of the necessary cost and expenses incurred in maintenance of roads, signs and weed control in common areas along the roads. Each lot shall be subject to a lien in favor of the owners of all other lots for the collection of these expenses. This lien shall be of the same kind and may be enforced, as far as possible, as provided in the Oregon Unit Ownership Law, ORS Chapter 91.

2. Any assessments which are not paid when due shall be considered delinquent after thirty (30) days, and are subject to a rebilling or late fee for each time it is rebilled. If not paid within an additional sixty (60) days a lien shall be filed with the Deschutes County Court. The lien shall include the filing fee, reasonable attorney fees actually incurred, the principle amount; the late fees; interest not to exceed the maximum legal rate, beginning from the date first due, continuing until paid in full; all costs of collections, and any other amounts provided or permitted by law. Such lien shall be superior to all other liens and encumbrances on such lots except; ad valorem taxes and sums unpaid on first Mortgages. All other liens and encumbrances shall be inferior to future liens for assessments. They stay with and bind the land and must be cleared before any further transactions can be done.

3. In the event of non-payment of assessments exceeding one year (360) days, the Board shall have the right to institute a suit to collect such amounts accrued and to foreclose its lien. Each owner by acceptance of the deed, vests the Board of Directors with the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the above mentioned lien. No owner may waive or otherwise exempt themselves from the liability of the assessments of each lot within the Plainview Ranch.

IN WITNESS WHEREOF, the undersigned, represent the owners of all property in Plainview Ranch Subdivision, have executed these Covenants, Conditions and Restrictions of Use of Property this \_\_\_\_\_ day of 2000.

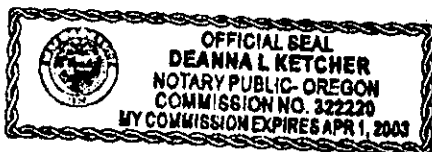
By *Ken Purkey*  
Ken Purkey  
President

By *Elizabeth Simpson*  
Elizabeth Simpson  
Secretary/Treasurer

STATE OF OREGON, COUNTY OF Deschutes,

10/02-00, 2000. Personally appeared Ken Purkey  
+ Elizabeth Simpson

being duly sworn, each by themselves, did say that they are the President and Secretary/Treasurer, respectively of the Plainview Ranch Homeowner's Association, Inc. Said instrument was signed and approved on behalf of the Plainview Ranch Homeowner's Association at the annual meeting on September 24, 2000 by authority of its board of directors and all members in person or by proxy.



*Deanna L. Ketcher*  
Exp. 4/1/2003