

PHASE I  
89-11776

A Subdivision of Deschutes County, Oregon  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Owner and developers, James L. Eckstein and Gary D. Hughes, being the sole parties having an interest in those portions of the Northeast one quarter of the Southeast one quarter of Section 10, Township 18, Range 12 East of the Willamette Meridian, platted and filed of record as "PONDEROSA ESTATES", Deschutes County, Oregon, do hereby and by these presents subject said subdivision and the whole thereof to the following Protective Covenants, Conditions and Restrictions:

LAND USE AND BUILDING TYPE:

1. OCCUPANCY AND SIZE-

- a. No lot shall be used except for residential purposes.
- b. No building shall be erected which shall exceed two and one-half stories in height and a private garage for not more than three cars.

2. BUILDING LOCATION-

- a. No building shall be erected, any portion of which shall be nearer than twenty-five (25) feet from a front lot line, nor nearer than twenty-five (25) feet to any rear lot line nor nearer than fifteen (15) feet to any side line providing that the accumulated distance from each side of the property shall be at least fifteen (15) feet.
- b. For the purpose of this covenant, eaves, steps and open porches or decks shall be considered as part of a building.
- c. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.

3. FENCES-

- a. Any fence constructed shall not be over seventy-two (72") inches in height.

4. TIME OF CONSTRUCTION-

- a. All buildings constructed must be completed within twelve months from the date construction is commenced, exclusive of inside finish work.

5. BUILDING EXTERIORS-

- a. The use of new materials on all exterior surfaces will be required, used brick will be permissible. It is desired that the exterior materials used be indigenous to the Northwest.
- b. Exterior surfaces shall be finished with wood stain except that paint may be used for trim or accent panels, but in harmony with other residences.

6. ROOF-

- a. All homes and out buildings, if any in Ponderosa Estates shall be required to have a Class A Fire Rated Roofing and of a material equal to or better than "65 FIRE-HALT" by Gustar. No wood roofing material shall be allowed.

7. MOBILE STRUCTURES-

- a. 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. No motor homes, campers, trailers, camping equipment, trailers, boats shall be stored or used for overnight living accommodations. No mobile homes or modular homes of any kind are not permitted in Ponderosa Estates for residential purposes.

8. SIZE OF RESIDENCE-

- a. No residence shall be constructed of less than 1330 square feet of living area, exclusive of garages, porches and outbuildings. Detached garages shall be constructed of quality materials and have an appearance which will conform to the residence.

9. DRIVEWAYS-

- a. All driveways to be concrete or paved and there shall be no excavation on any lot for gravel or cinders.

## 10. TREES-

- a. Existing trees may be removed only with the express written premission of the Architectural Control Committee.
- b. All trees will be left standing now on the lots as platted with the exception of those needing removal for the purpose of home construction.

## 11. LANDSCAPE TIMING-

- a. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished with no less than 40% of the front yard to be in grass, the rest to be natural or with bark chips in a professional looking manner.

## 12. SIGHT DISTANCE AT INTERSECTIONS-

- a. No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## 13. NUISANCES-

- a. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- b. No pets or domestic animals shall be permitted to run loose or unattended.
- c. No excessive or unnecessary noise shall be generated by any vehicles, appliance, tools or pets.
- d. No gasoline may be stored in bulk tanks upon the property, either above or below ground.
- e. No garbage or refuse will be allowed to remain on property unless stored in sealed containers.

## 14. LIVESTOCK &amp; POULTRY-

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or household pets which may be kept provided that they are not kept, bred or maintained for any commercial purpose.

## 15. SIGNS-

- a. No sign may be displayed to the public view from any lot other than a "FOR SALE" or one used by a builder to advertise said property during construction and sales period. No sign shall be larger than five (5) square feet, other than those furnished by developer or their agents.

## 16. ARCHITECTURAL CONTROL-

- a. 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 and as to location with respect to topography and finish grade elevation. The approval stamp and signature of the Architectural Control Committee will be required before applying for building permit from governing agency.
- b. No fence, wall or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications have been approved by the Architectural Control Committee.
- c. Application for Architectural Control Committee approval shall be made thirty (30) days prior to when such approval is required.

- d. A plot plan detailing the landscaping to be accomplished shall be submitted to the Architectural Control Committee along with the house plans for the committee approval.

17. ARCHITECTURAL CONTROL COMMITTEE-

- a. Membership. The Architectural Control Committee is composed of: Gary D. Hughes, James L. Eckstein, Sherri Foster and Patty Hughes. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative(s) shall be entitled to compensation for services performed pursuant to this covenant. At any time, the present owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

18. MAINTENANCE OF PROPERTY-

- a. 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.

19. FIREARMS-

- a. No firearms, air pistols, archery, sling shots or any other weapons or projectiles shall be used or discharged anywhere within Ponderosa Estates.

20. PARKING AND STORAGE-

- a. No parking or storage of any vehicle used for commercial purposes will be allowed at any time within this subdivision. This provision extends specifically to trucks of any kind larger than one (1) ton in size and generally to any other items which may be considered of a commercial nature.
- b. Storage of vehicles, trailers, pickups or boats will be allowed other than prohibited in section 7 and 20 only if screened from sight from any street within the subdivision. These items must be concealed behind a solid screen behind a line extending from the front line of the house or in the case of a corner lot the side line of the house extending to the lot line.

21. GENERAL PROVISIONS-

- a. 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 unless 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.
- b. Enforcement. 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.
- c. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners and developers of "PONDEROSA ESTATES" subdivision have caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for "PONDEROSA ESTATES" this 18th day of May, 1992.

X James L. Eckstein  
James L. Eckstein-Owner

X Gary D. Hughes  
Gary D. Hughes-Owner

STATE OF OREGON )  
County of Deschutes ) ss.

Personally appeared the above named James L. Eckstein and Gary D. Hughes and acknowledged the foregoing instrument to be their voluntary act and deed.

Sherri Foster  
Notary Public for State of Oregon  
My Commission Expires: 10-30-92

Rtn To: Gary D. Hughes  
P.O. Box 3508  
Sunriver OR 97707

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 19 PM 4:11

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: *D. B. B. B.* DEPUTY

NO. 89-11776 FEB 20

DESCHUTES COUNTY OFFICIAL RECORDS