

After recording, return to:
Sharon R. Smith
Bryant Lovlien & Jarvis PC
P.O. Box 880
Bend, Oregon 97709

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-46052



\$96.00

00568634200700460520140148

08/21/2007 04:07:09 PM

D-CCR Cnt=1 Stn=2 CE
\$70.00 \$11.00 \$10.00 \$5.00

"PONDEROSA ESTATES"

A subdivision of Deschutes County, Oregon

**AMENDED AND RESTATED PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS**

Owner and developers, James L. Eckstein and Gary D. Hughes and Ponderosa Development Company, Inc., an Oregon Corporation, developed 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", "PONDEROSA ESTATES FIRST ADDITION", and "PONDEROSA ESTATES SECOND ADDITION", Deschutes County, Oregon. The developers subjected said subdivision and the whole thereof to the Protective Covenants, Conditions and Restrictions, recorded at Vol. 184, Page 1655, Vol. 206, Page 2419, Vol. 275, Page 2527 and Vol. 291, Page 2532, official records, Deschutes County, Oregon.

As provided for in the initial Protective Covenants, Conditions and Restrictions and subsequent additions, a majority of the current owners desire to amend and restate the Protective Covenants, Conditions and Restrictions for the entire Ponderosa Estates Subdivision. An owners association has formed an Oregon non-profit corporation to conduct the affairs of the subdivision and to provide for enforcement of the Protective Covenants, Conditions and Restrictions and maintenance of the Ponderosa Estate signs, including appurtenant landscaping, lighting and the sound walls within the subdivision ("the Areas of Common Responsibility").

The following changes shall be effective as of the date of recordation of this document. All existing improvements shall be allowed. Only new improvements or modifications to the existing improvements shall be subject to the changes regarding improvements in this Amended and Restated Protective Covenants Conditions and Restrictions.

Accordingly, the Protective Covenants, Conditions and Restrictions for Ponderosa Estates are hereby amended and restated as follows:

1. Occupancy and size

- a. All lots shall be used solely for residential purposes; single family dwellings only.
- b. No building shall be erected or constructed upon any lot which exceeds two and one-half stories in height or has a private garage for more than four vehicles.

2. Building Location

- a. No building shall be erected or constructed upon any lot, any portion of which shall be within: (i) 25 feet of the front lot line, (ii) 20 feet of the rear lot line, or

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 2

(iii) 7 feet of any side lot line or 15 feet cumulatively when adding both side set backs.

- b. For the purposes of this covenant, eaves, steps, open porches and decks shall be considered as part of the building.

3. Fences

- a. No chain link fences will be allowed. No fence shall be constructed on any lot over seventy-two (72") in height.

4. Time of Construction

- a. Construction of a building shall be completed within 12 months of the date construction is commenced. Interior finish work and delays caused by Acts of God, labor disputes, material and supply shortages beyond the control of the builder are excepted.

5. Building Exteriors

- a. Unless otherwise approved by the Architectural Control Committee, only new materials shall be used on all exterior surfaces, except used brick shall be permissible. It is intended by the developer that all exterior materials are to be indigenous to the Northwest.
- b. All exterior surfaces shall be finished with stain or paint. Trim or accent panels must be in harmony with existing buildings' color scheme. If changed, all paints or stain colors must be approved in advance by the Architectural Control Committee.

6. Roof

All buildings shall have Class A Fire-rated roofing.

7. Mobile Structures

- a. No modular home, mobile home or other preconstructed building of any kind shall be moved or placed upon any lot. Storage sheds are allowed in rear yards, behind fences.
- b. No motor home, camper, trailer, camping equipment or boat shall be stored or used for overnight living accommodations on any lot or street. Except, motor homes, campers, or trailers parked on a lot may be used for overnight stays not exceeding 5 consecutive nights.

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 3

8. Size of Residence

- a. No residence shall be erected, constructed or maintained on any lot unless it contains at least 1600 square feet, exclusive of garages, carports, open porches, patios, breezeways and any building structure or floor which is other than a part of the principal residential structure.

9. Driveways

- a. All primary driveways shall be concrete, asphalt or pavers and there shall be no excavation on any lot for gravel or cinders.

10. Trees

- a. No existing coniferous trees 10 inches or greater (measured at diameter at breast height – D.B.H.) may be removed or disturbed without the express written permission of the Architectural Control Committee. It being the purpose of this section to preserve the natural beauty of all lots despite the possible increase costs brought about by this requirement.

11. Landscaping

- a. All front yards shall be landscaped within six (6) months after completion of the exterior of a residence on the lot. Front yards shall contain not less than 40% grass. The remainder of the front yard shall be naturally landscaped or covered with bark chips in a professional manner and appearance.
- b. All yards and grounds in connection with an improved lot shall at all times be kept in a neat and sightly condition and shall be cultivated and planted to the extent necessary to maintain an appearance in keeping with that of typical improved lots in the subdivision.
- c. All vacant lots in this subdivision shall at all times be free of rubbish and litter; weeds and grass shall be kept mowed so as to present a tidy appearance.

12. Sight Distance at Intersections

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

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 4

13. Nuisance

- a. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be come 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 vehicles, appliances, tools or pets.
- d. No gasoline shall be stored in a bulk tank located on any lot, either above or below grounds.
- e. No garbage or refuse will be allowed to remain on any lot unless stored in sealed containers.

14. Livestock and 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 or other advertising device shall be erected or maintained on any lot except for "For Sale" signs, "Open House" signs, or "Garage Sale" signs placed on the day of the sale. No sign shall be larger than three (3) square feet, other than those furnished by developer or its agents.

16. Association

- a. The owners have formed an association for the benefit of all of the owners within the subdivision. Such association, its successors and assigns, has been organized as an Oregon nonprofit corporation under the name "Ponderosa Estates Homeowner's Association" and shall have such property, powers and obligations as are set forth in these Protective Covenants, Conditions and Restrictions for the benefit of the subdivision and all owners of lots located therein.
- b. Every owner of one or more lots within the subdivision shall, immediately upon creation of the association and thereafter during the entire period of such owner's ownership of one or more lots within the subdivision, be a member of the association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 5

shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

- c. All voting rights of an owner shall be suspended during any period in which such owner is delinquent in the payment of any assessment. Voting rights may also be suspended if an owner is otherwise in default under these Protective Covenants, Conditions and Restrictions, the Bylaws or the regulations promulgated by the association.
- d. The association shall have, exercise and perform all of the following powers, duties and obligations:
 - i. The powers, duties and obligations granted to the association by these Protective Covenants, Conditions and Restrictions.
 - ii. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.
 - iii. The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act.
 - iv. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the association pursuant to these Protective Covenants, Conditions and Restrictions or otherwise promoting the general benefit of the owners within the subdivision.
- e. The powers and obligations of the association may from time to time be amended, repealed, enlarged or restricted by changes in these Protective Covenants, Conditions and Restrictions made in accordance with its provisions, accompanied by changes in the Articles of Incorporation or Bylaws made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.
- f. The association may establish reasonable regulations concerning the use of the Areas of Common Responsibility located thereon (if any), and individual lots. Copies of such regulations and amendments (the "Ponderosa Estates Regulations") thereto shall be furnished by the association to all owners prior to the regulations' effective date. The Ponderosa Estates Regulations shall be binding upon the owners, their families, tenants, guests, invitees, and agents until and unless such regulation shall be specifically overruled, cancelled, or modified by the association in a regular or special meeting by the vote of members.
- g. The association's board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien as provided in the Ponderosa Estates Regulations and these Protective Covenants, Conditions and Restrictions to enforce any regulations established by the association, and to enforce the decisions of the Architectural Review Committee.

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 6

- h. The association, subject to the rights of the owners set forth in these Protective Covenants, Conditions and Restrictions, shall be responsible for the exclusive management and control of the Areas of Common Responsibility and all improvements therein, and shall keep it in good, clean, attractive, sanitary condition, order, and repair, pursuant to the terms and conditions of these Protective Covenants, Conditions and Restrictions and the By-laws.
- i. The association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the association shall determine to be necessary or desirable for the proper operation of the subdivision, whether such personnel are furnished or employed directly by the association or by any person or entity with whom or with which it contracts. The association may obtain and pay for legal, management and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of these Covenants, Conditions and Restrictions.
- j. The association may exercise any other right or privilege given to it expressly by these Protective Covenants, Conditions and Restrictions or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- k. A member of the board shall not be liable to the association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional acts. In the event any member of the board or any officer of the association is made a party to any proceeding because the individual is or was a director or officer of the association, the association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the association, and its officers and employees, shall not be liable to the owners or any third parties on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

17. Assessments

- a. The association shall keep all funds received by it as assessments in an account to be known as the operations fund. The association shall use such fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the subdivision and in particular for the improvements and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Areas of Common Responsibility situated in the subdivision, including but not limited to: normal recurring maintenance of the Areas of Common Responsibility, payment of the cost of insurance required

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 7

by the Bylaws, and payment of service costs deemed to be of general benefit to the owners, including but not limited to management, accounting, legal and secretarial services.

- b. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the board. No owner by the owner's own action may claim exemption from liability for contribution towards common expenses by waiver by the owner of use of enjoyment of any of the Areas of Common Responsibility or by abandonment by the owner of the owner's lot. An owner may not claim an offset against an assessment for failure of the Association to perform its obligations, and no owner may offset amounts owing or claimed to be owing by the association or developer to the owner.
- c. Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the association; (a) annual assessments; (b) special assessments; and (c) specific assessments. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made.
- d. It shall be the duty of the board to prepare a budget covering the estimated costs of operating the association during the coming year. The amount due from each lot shall be the assessments (the "annual assessment"). All lots subject to assessments shall pay an equal share of annual assessments. The board shall cause the budget and the annual assessments to be levied against each lot for the following year to be delivered to each member at least fifteen (15) days prior to the end of the current fiscal year. The budget and the annual assessment shall become effective when approved by a majority of owners at a meeting. Notwithstanding the foregoing, however, in the event the membership does not approve the proposed budget or the board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year. The association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether or not the assessment for a particular lot has been paid for a particular assessment period. No lot owner shall have any right to any common profits of the association.
- e. In addition to the other assessments authorized herein, the association may levy special assessments in any year (the "special assessments") when approved by a majority of members in attendance at a duly called owner's meeting. The proposed amount of such special assessments shall be set forth in the notice of the owner's meeting with at least fifteen (15) days notice. Special assessments shall be paid as determined by the board, and the board may permit special

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 8

assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed. All lots shall pay an equal share of any special assessments.

- f. Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt, except foreclosure of the aforesaid lien in the same manner as other liens for the improvement of real property. No owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot.
- g. Any assessments which are not paid when due shall be delinquent. All late payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments in the order of their coming due.
- h. Remedies of the association for Nonpayment of Assessments:
 - i. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the board may from time to time determine.
 - ii. The association shall cause a notice of delinquency to be given to any member who has not paid within thirty (30) days following the due date. If the assessment is not paid within sixty (60) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other owners. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage duly recorded in the land records of Deschutes County, Oregon, and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.
 - iii. All other persons acquiring liens or encumbrances on any lot after these Protective Covenants, Conditions and Restrictions shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.
 - iv. The lien of the assessments, including interest, late charges, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 9

any first mortgage upon any lot. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title, his or her successors and assigns shall not be liable for the share of the common expenses or assessments by the association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the lots, including such acquirer, his or her successors and assigns.

i. Effect of Voluntary Conveyance if Assessments are Unpaid.

i. In a voluntary conveyance of a lot the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, upon request of a prospective purchaser, the board of the association shall make and deliver a statement of the unpaid assessments against the prospective grantor or the lot, and the grantee in that case shall not be liable for, nor shall the lot when conveyed be subject to, a lien filed thereafter for any unpaid assessments against the grantor in excess of the amount set forth in the statement.

18. 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.
- b. No fence, wall or other structure shall be commenced or erected upon a lot, nor shall any exterior addition to or change or alteration thereof, be made until the plans and specifications have been approved by the Architectural Control Committee.

19. Architectural Control Committee

- a. A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of the number of members as determined by the board, except that the ACC shall consist of not less than three (3) members. The members of the ACC shall be appointed, terminated and/or replaced by the board. Members of the ACC may be terminated and/or replaced by the board with or without cause.

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 10

- i. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the lots, or perform other functions as described in these Protective Covenants, Conditions and Restrictions.
 - ii. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties. The ACC may submit a proposed list of fees, for plan review and oversight, to the board. Fees may vary depending on the size and intricacy of the proposed project. Once adopted by the board, fees must be submitted at the time plans are submitted.
- b. Architectural Manual
 - i. The board may propose from time to time adoption of amendments, modifications or revisions to, an architectural manual. Adoption of amendments, modifications or revisions to the architectural manual must be approved by a majority of owners at a duly called owner's meeting. No such amendments, modifications, or revisions shall affect any prior ACC approval.
- c. Submission of Plans
 - i. Before the initiation of construction upon any lot, the owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function pursuant to the procedure outlined in the architectural manual (if any). In the event an owner submits plans or specifications to the ACC that are not adequate to permit the ACC to make an informed determination, the board shall have the authority to reject the application and request re-submittal with adequate plans or specifications.
- d. Plan Review
 - i. Upon receipt by the ACC of all of the information required, it shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material compatible with the other structures in the subdivision; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross building set back lines; (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the subdivision; and (iv) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (six (6) months for the construction of a complete house). If the ACC fails to issue its written approval, or rejection, within thirty (30) days of its receipt of the last of the materials or documents required to complete the owner's

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 11

submission, the ACC's approval shall be deemed to have been granted without further action.

e. Non conforming Structures

i. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of these Protective Covenants, Conditions and Restrictions to the same extent as if erected without prior approval of the ACC. The ACC, the association or any owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the owner in violation all costs, expenses and fees incurred in the prosecution thereof.

f. Immunity of ACC Members.

i. No individual member of the ACC shall have any personal liability to any owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

g. Limited Review

i. Any review and approval made by the ACC is limited to compliance with the intent of the architectural standards of the neighborhood as may from time to time be established by the board and/or the architectural manual. The review and approval made by the ACC is not to be construed as superseding, replacing, or modifying any review, approval, or permit required by any local, state or federal jurisdictional agencies. It is the applicant's responsibility to obtain and comply with any permits that may be required by any local, state, or federal jurisdictional agency.

h. Address for Notice

i. Requests for ACC approval or correspondence with the ACC shall be addressed to the current board president, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in a form satisfactory to the ACC.

20. Maintenance of Property

- a. Each lot and all of its improvements shall be maintained in a clean and attractive condition, in a state of good repair and in such fashion as not to create a fire hazard or visual pollution.

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 12

21. Firearms

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

22. Parking and Storage

- a. No storage of any vehicle or trailer used for commercial purposes shall be allowed at any time within the subdivision. This provision includes, but is not limited to, trucks with gross vehicle weight greater than 10,000 pounds and all other vehicles which may be considered of a commercial nature.
- b. Except as specifically prohibited in Section 7, storage of vehicles, motor homes, trailers, pickups, boats and trailers shall only be allowed if screened from sight from streets within the subdivision. These items shall be concealed by a solid fence, wall or other screen of at least 72" inches in height located on or behind a line extending from the front line of the residence.

23. General Provisions

- a. Term These covenants are to run for the benefit of each of the lots in the subdivision and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date of these covenants are recorded, after which time said covenants shall automatically extended for successive periods of five(5) years, unless a written instrument signed by a majority of the then owners of all of the lots is recorded in the deed records of Deschutes County, Oregon, agreeing to change said covenants in whole or in part.
- b. Enforcement If any of the restrictions, covenants or conditions are violated, or if it appears that an attempt to violate will be made, any owner of any lot shall be entitled to prosecute any proceeding for the purpose of preventing the violation or recovering damages or requiring the correction or removal for any violation. The Architectural Control Committee, as a committee, shall also have authority to institute and prosecute such proceedings on behalf of any owner or owners of lots in the subdivision. No failure to prosecute any person for any violation or attempted violation shall be deemed a waiver of a right to enforce any such violations by the same person or other persons. The prevailing party shall be entitled to recover costs and a reasonable attorney's fee, both trial and appellate, in any such proceeding.
- c. Severability Invalidation of any of the covenants, conditions or restrictions by legislative, judicial or administrative action, shall in no way affect any of the other provisions which shall remain in full force and effect.
- d. Benefit The provision herein shall be binding upon and inure to the benefit of the successors, heirs and assigns of the owners and all lot purchasers, users and owners.

PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS - 13

- e. Captions The captions used in these covenants, conditions and restrictions are for convenient reference only, and are not a part of the covenants, conditions and restrictions, and are not to be considered in construing or interpreting these covenants, conditions and restrictions.

IN WITNESS WHEREOF, The Ponderosa Estates Homeowner's Association has executed this Amended and Restated Protective Covenants, Conditions and Restrictions this 17th day of August, 2007 on behalf of the members. **Exhibit A** shows the approval of 51% of the Lot Owners as of this date.

THE PONDEROSA ESTATES
HOMEOWNER'S ASSOCIATION

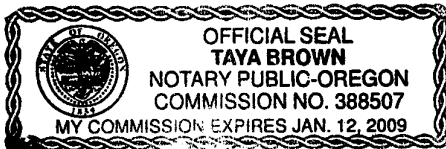
Bill Scott

BY: Bill Scott

ITS: President

STATE OF OREGON, County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 17 day of August 2007, by Bill Scott, as President of The Ponderosa Estates Homeowner's Association.



Taya Brown
Notary Public for Oregon

My Commission Expires: 1-12-09

EXHIBIT A

Certification of Election Results by President and Secretary

DATED this 17th day of AUGUST, 2007.

Bill Scott

Bill Scott, Ponderosa Estates Board President

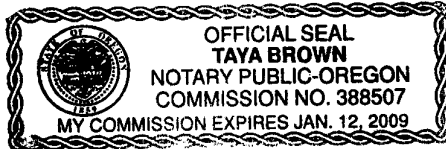
Joyce Scott

Joyce Scott, Ponderosa Estates Board Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me the above named Bill Scott, and acknowledged that he is the President of Ponderosa Estates Homeowners Association, and that in accordance with Section 23(a) of the Declaration there was a vote of all the lot owners in Ponderosa Estates and more than 51% of the total lot owners voted to approve the Amended and Restated Protective Covenants, Conditions and Restrictions as Restated.

SIGNED before me this 17 day of August, 2007.



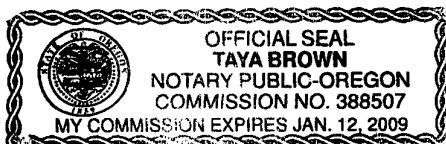
Taya Brown
Notary Public for Oregon

My Commission Expires: 1-12-09

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me the above named Joyce Scott, and acknowledged that she is the Secretary of Ponderosa Estates Homeowners Association, and that in accordance with Section 23(a) of the Declaration there was a vote of all the lot owners in Ponderosa Estates and more than 51% of the total lot owners voted to approve the Amended and Restated Protective Covenants, Conditions and Restrictions as Restated.

SIGNED before me this 17 day of August, 2007.



Taya Brown
Notary Public for Oregon

My Commission Expires: 1-12-09