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29561

DECLARATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RANCH VILLAGE  
DESCHUTES COUNTY, OREGON

This Declaration made this 10TH day of MARCH, 1980, by the undersigned hereinafter referred to as Declarant: WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "said property", More particularly described as follows:

All of the Lots and Blocks of Ranch Village Subdivision and all of the Lots and Blocks of Ranch Village First Addition Subdivision, Deschutes County, Oregon."

WHEREAS, Declarant desires to subject said property to certain covenants, conditions restrictions, reservations and easements for the benefit of said property and present and subsequent owners as hereinafter specified and will convey said property subject thereto,

NOW, THEREFORE, the Declarant declares that all the said property 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 said property. Easements, Covenants, Restrictions, Conditions and Reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and all easements covenants, conditions, restrictions and reservations shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein for a period of ten (10) years. Thereafter, these conditions, covenants, restrictions, easements and reservations shall be automatically renewed for period of five (5) years at a time, unless by recordable instrument signed by two-thirds of the owners the Conditions, Covenants, Restrictions, Easements and Reservations are repealed.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

(1) "Architactual Review Committee" shall mean the committee appointed pursuant to the provisions of Article II herein.

(2) "Said property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may be hereinafter declared subject to these declarations, covenants, conditions and restrictions by recorded Declarations in the manner hereinafter set forth.

(3) "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property.

(4) "Owner" shall mean the recorded owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains such title merely to secure an obligation and is registered as a purchaser in Deed Records of Deschutes County, Oregon.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Function of Architectural Review Committee.

The Architectural Review Committee shall be responsible for the approval of plans and specifications for the development of lots and the improvements thereon.

## Section 2. Members, Terms and Removal.

The Architectural Review Committee shall consist of three persons appointed by the Declarant. Members may be removed and replaced at the discretion of the Declarant until five (5) years from the recording date of this Declaration. Members of the Architectural Review Committee may otherwise be removed, replaced or appointed by simple majority of owners at a meeting called for that purpose.

## Section 3. Action.

Except as otherwise provided herein any two (2) members of the Architectural Review Committee shall have the power to act on behalf of the committee without the necessity of a meeting, without the necessity of consulting the remaining members of the committee. The Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

## Section 4. Failure to Act.

If at any time the Architectural Review Committee shall for any reason fail to function, the Declarant shall have complete authority to serve as a Pro Tem Architectural Review Committee.

## Section 5. Duties and Rules.

The Architectural Review Committee shall consider and act upon all matters properly submitted it pursuant to this Declaration. In furtherance of this function, the Architectural Review Committee may, by unanimous vote, from time to time and at its sole discretion, adopt, amend and repeal rules and regulations to be known as the Architectural Review Committee Rules establishing its operation procedures and interpreting, detailing and implementing the provisions of the instrument pursuant to which it is charged with the responsibility. Such rules shall have the same force and effect as if set forth herein.

## Section 6. Non-Waiver.

Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

## Section 7. Estoppel Certificate.

Within thirty (30) days after written demand therefore by lot owner, the Architectural Review Committee shall execute and deliver to the owner requesting the same an Estoppel Certificate certifying with respect to the lot of such owner that as of the date of the certificate either

- (a) All improvements and other work within said lot comply with this declaration, or
- (b) That such improvements and work do not so comply for reasons specified in the certificate.

Any purchaser or mortgagee of a lot may rely on such certificate with respect to the matter set forth therein, such matters being conclusive against these declarations and the lot owners.

## Section 8. Liabilities.

Neither the Architectural Review Committee nor any member thereof shall be liable to any owner or the Association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the committee or member thereof provided that only the member, in accordance with actual knowledge possessed by him, has acted in good faith.

### Section 9. Waiver.

The Architectural Review Committee may waive the requirement for review of proposed improvements on any lot by taking no action within thirty (30) days of any application for approval of plans by a lot owner.

## ARTICLE III

### RESTRICTION ON USE OF PROPERTY

#### Section 1. Construction, Alteration of Improvements.

No persons or owner shall construct or reconstruct or locate any improvement on a lot unless such person or owner has first obtained the consent thereto of the Architectural Review Committee or unless such improvements are made in accordance with the rules of the Architectural Review Committee.

#### Section 2. Maintenance of Lots.

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, nuisance to the neighborhood, or a storage grounds for junk, rubbish, trash or garbage.

#### Section 3. Type of Building.

No mobile home shall be placed on either side of Boyd Acres Road as contained in Ranch Village Subdivision or Ranch Village First Addition Subdivision. Homes may be placed within the subdivision subject to the following conditions:

- (a) Minimum size: 960 feet.
- (b) Composition or wood shingle covered roofs with a pitch of at least 2:12.
- (c) Wood siding, lap siding, house type siding or wainscoting.

#### Section 4. Covered Storage.

Within six (6) months of a placement of any home upon a lot, a carport single car garage or storage building shall be constructed. No more than one (1) vehicle, recreation vehicle, boat or trailer may be stored on the property outside of a garage or carport.

#### Section 5. Location.

The location of improvements on each lot shall be approved by the Architectural Review Committee.

#### Section 6. Appearance.

All garbage, trash, cuttings refuge, garbage containers, fuel tanks, stored vehicles, boats, trailers, recreation vehicles, clothes drying apparatus or lines and other facilities shall be screened from view of neighboring lots. Plans for such screening shall be made a part of the plans submitted for approval.

#### Section 7. Rules.

The committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted.

Section 8. Amendment or repeal of rules.

A vote of fifty per cent (50%) of the property owners can adopt, amend or repeal any such rule.

Section 9. Architectural Review Committee Consent.

In all cases in which Architectural Review Committee consent is required the following provisions shall apply:

(a) Submission of Plans.

Material required to be submitted or consent must be acquired by the lot owners fifteen (15) days before applying to Deschutes County for a building permit or site plan approval. Plans submitted shall consist of at least those plans to be submitted for a building or placement permit. The plans shall include the proposed site layout, location and type of storage, location and type of landscaping and screening. Submitted plans shall be deemed to be complete unless within ten (10) days of submission a request is made for additional plans, specifications or other material.

(b) Failure to Act.

In the event the Architectural Review Committee fails to render its decision with respect to any proposed work within the thirty (30) days granted it, the Committee shall conclusively be deemed to have consented to the proposal.

(c) The Effective Period of Consent.

Architectural Review 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.

ARTICLE IV.

GENERAL PROVISIONS

Section 1. Enforcement.

Any owner or the owner of any recorded mortgage upon any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any provision which shall remain in full force and effect.

Section 3. No right of Revision.

Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion or re-entry for breach of violation of any one or more of the provisions hereof.

Section 4. Remedy.

Any owner or the owner of record of any recorded mortgage upon any part of said property shall have the following remedy, in the event of violation of the restriction on use of property. Upon discovery of a violation of restriction of use of property, any owner may give written notice by registered mail to the owner of the lot, of the violation. If the owner then fails to correct such violation within ninety (90) days, the owner may enter upon the property and cause such work or changes to be made in order to bring the improvements in to compliance with the restrictions and/or approved plans. The owner may then cause the expense of such work to be filed as a lien against the offending property.

Section 5. Benefit of Provisions Waiver.

The provisions contained in this Declaration shall bind and inure to the benefit and be enforceable to Declarant, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by any of the property owners or their legal representatives, heirs, successors or assigns to enforce any such condition, restriction herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all said property has hereunto caused these presents to be executed this 10th day of March, 19 80.

THE RANCH VILLAGE COMPANY

BY: GISLER MANAGEMENT, INC.  
General Partner

BY: Patrick M. Gisler  
Patrick M. Gisler, President

BY: Daniel E. Van Vactor  
Daniel E. Van Vactor, Secretary

STATE OF OREGON     )  
                              )ss.  
County of Deschutes)

March 10, 19 80.

Personally appeared Patrick M. Gisler and Daniel E. Van Vactor, who, each being first duly sworn, did say that the former is the President and the latter is the Secretary of Gisler Management, Inc., a Corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and that they acknowledged said instrument to be its voluntary act and deed, and as general partner for the Ranch Village Company.

BEFORE ME:

Linda Knowles  
Notary Public for Oregon  
My Commission expires: 2-22-82



29561

STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 12 day of May A.D. 1980 at 2:23 o'clock P. M., and recorded in Book 321 on Page 489 Records of Deschutes

ROSEMARY PATTERSON  
County Clerk  
By Daniel E. Van Vactor Deputy