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DECLARATION OF RESTRICTIONS, CONDITIONS,  
COVENANTS, CHARGES AND AGREEMENTS AFFECTING

RENWICK ACRES

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS, that First Interstate Bank of Oregon, N.A. (Bank) is owner of all the land in Renwick Acres, a duly recorded plat in Deschutes County, Oregon, recorded in Plat <sup>Cabinet</sup> ~~Book~~ B 679-180 Page \_\_\_\_\_, of Plat Records of Deschutes County, Oregon in connection with said Plat and Dedication, does hereby declare that for the use of each and all of the Lots 1 through 30, Renwick Acres, the following protective covenants are hereby established.

1. Land Use and Building Type. No lot shall be used for other than residential purposes, and no building other than one, single family dwelling shall be erected which shall exceed two and one-half stories in height and private garage for not more than three cars.

2. Nuisances.

A. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

B. No gasoline may be stored in bulk tanks upon the property, either above or below the ground.

C. No garbage or refuse will be allowed to remain on property unless stored in sealed containers.

3. Approval of Plans. Complete plans or adequate sketches or proposed improvements shall be submitted to Bank or its successor in interest, for approval before construction is begun. Bank shall have no duty to supervise or inspect construction of improvements for compliance with plans or adequate sketches submitted to and approved by Bank. This condition shall automatically expire five (5) years from the date that these covenants are recorded.

4. Building Location.

A. No building shall be erected, any portion of which shall be nearer than twenty (20) feet from a front lot line, nor nearer than five (5) feet to any rear lot line, nor nearer than five (5) feet to any side line providing that the accumulated distance from each side of the property shall be at least fifteen (15) feet.

B. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.

5. Fences. Any fences constructed shall not be over seventy-two (72) inches in height and fence shall be built out of natural wood material.

6. Completion and Occupancy Time. Construction of the improvements shall be substantially completed within six (6) months after they are started. No improvements shall be occupied prior to substantially 100 percent completion.

7. 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.

8. Mobile Structures. 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.

9. Size of Residence. No residence shall be constructed of less than 920 sq. ft. of living area, exclusive of garages, porches and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials and have an appearance which will conform to the residence.

10. Animals. No animals, including poultry, shall be raised or kept on any lots, except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

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 20% of the front yard to be in grass, the rest to be natural, with bark chips or comparable attractive materials; all to be done in a professional looking manner.

B. A plot plan detailing the landscaping to be accomplished on the lot shall be submitted to the Architectural Control Committee along with the house plans for the committee's approval.

12. Signs. No sign may be displayed to the public view from any lot other than a "For Rent" or one used by a builder to advertise said property during the construction and sales period. No sign shall be larger than five (5) sq. ft., other than those furnished by subdividers or their agents. Owner or Realtor for sale signs are acceptable.

13. Garbage and refuse Disposals. No lot shall be used as a jumping ground for

garbage, rubbish or other waste. All garbage or other waste shall be kept in sanitary containers and incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.

14. Membership. The Architectural Control Committee is composed of:

Gary A. Hager  
FIRST INTERSTATE BANK OF OREGON, N.A.  
1300 S.W. Fifth Avenue, RELD T-8  
Portland, OR 97208

Thomas L. Provancha  
FIRST INTERSTATE BANK OF OREGON, N.A.  
1300 S.W. Fifth Avenue, RELD T-8  
Portland, OR 97208

The Committee may designate a representative(s) to act for it. Neither the member of the Committee, nor its designated representative(s) shall be entitled to any compensation for services performed pursuant to this covenant.

15. Enforcement.

A. The Architectural Control Committee shall have the right in the event any property within Renwick Acres Subdivision is not adequately cared for, to notify the negligent party of the condition in writing and if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition and levy charges against the negligent property owner in sums adequate to pay for the corrective measures. Such sums shall become a lien against the subject property if not paid in full within fifteen (15) days of billing. This is made specifically to insure the lawns and landscaping are kept in a neat and acceptable appearance and that every effort is made to maintain the high standards for appearance set out in the Protective Covenants established for Renwick Acres Subdivision.

B. 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.

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16. Term. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of ten (10) years from the date they are recorded, after which time they shall automatically be extended for successive periods of five (5) years; provided, however, if at any time it appears to the advantage of this subdivision that the covenants and restrictions herein set forth should be altered then and in that case, any change desired may be made by recording an instrument setting forth said change executed as follows:

A. During the development and building period, any change desired shall be by special permission granted by Bank and by an instrument signed and recorded by it.

B. After the development and building period or five (5) years from date these covenants are recorded, whichever first occurs, any desired change shall be made by recording an instrument setting forth said change signed by a majority of the then owners of the lots in said subdivision.

17. Severability. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

FIRST INTERSTATE BANK OF OREGON, N.A.

By: Harold H. Pennington

STATE OF OREGON )  
 : ss  
County of Multnomah )

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On this 13th day of December, 1985, before me appeared \_\_\_\_\_  
Thomas L. Provancha, to me personally known, who being duly sworn did say  
that he is the Property Sales Officer of First Interstate Bank of Oregon, N.A.  
with within named Corporation, and that the seal affixed to said instrument  
is the corporate seal of said Corporation, and that the said instrument was  
signed and sealed in behalf of said Corporation by authority of its Board of  
Directors and he acknowledged said instrument to be the free act and  
deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year last written above.

(SEAL)

*Jacquelyn G. Konrad*  
JACQUELYN G. KONRAD  
NOTARY PUBLIC OREGON  
My Commission Expires 11-8-88

Notary Public for Oregon  
My commission expires:

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:

1985 DEC 20 PM 3:21  
MARY SUE PENHOLLOW  
COUNTY CLERK

BY P. Dech DEPUTY  
NO. 85-28681  
FEE 25  
DESCHUTES COUNTY OFFICIAL RECORDS