

VOL: 1999 PAGE: 18130
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES

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

DATE AND TIME: Apr. 13, 1999; 3:56 p.m.

RECEIPT NO: 4606

DOCUMENT TYPE: Covenants,
 Conditions & Restrictions

FEE PAID: \$20.00

NUMBER OF PAGES: 3

Mary Sue Penhollow

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK



↓ 19765

20-

99-18130-1

Old Deschutes West CCR wpd

After Recording, Return To:

BMC Properties, Inc.
P.O. Box 292
Terrebonne, OR 97760

**COVENANTS, CONDITIONS & RESTRICTIONS
OF
SCOTTSDALE RANCH ESTATES
LOCATED WITHIN OLD DESCHUTES WEST
LOTS 1-19 PHASE ONE**

BMC Properties, Inc. and Michael Constantine, owners of Lots 1 through 19 (inclusive) of Old Deschutes West, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, to the following Protective Covenants, Conditions and Restrictions:

ARTICLE I. - ARCHITECTURAL GUIDELINES

- A. No residence shall be constructed on any acreage or portion thereof, which contains less than eighteen hundred square feet of living area, exclusive of garages, porches and outbuildings. A time limit is hereby imposed on length of time required for construction of a residential structure. A period of 12 months is allowed from start to completion of structure. Each home shall have a garage for 2 or more cars. No mobile homes, manufactured homes, prefabricated, or modular homes shall be placed on the property.
- B. No building or permanent improvement other than fencing shall be erected on any lot nearer than 75 feet to the front property line, nor nearer than 25 feet to any side line, nor 25 feet to a rear property line. No metal roofs or vinyl siding shall be used. Exterior colors shall be earth tones and or neutral including white. Exposed portions of foundations shall be painted or sided if more than 12 inches above the ground.
- C. Site improvements shall be placed so as not to interfere with the maintenance of any easement. The owner of any lot(s) which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.
- D. Fences shall be constructed of all new materials unless they are the rustic split rail design. Fencing materials must be of wood, rock and or vinyl PVC. Barbed wire fencing is prohibited. Animal retention fences may be of wood with welded or woven wire attached to the inside. Fenced in areas for horses shall be secure and permanently installed. Chain link fencing is not acceptable for this use. The maximum height of any fence shall not be more than 6 ft. except for corrals.
- E. Dog runs shall be limited to 1000 sq. ft. The owner/builder shall place the dog run in such a location that it is effectively screened from adjoining residences and passers-by. Chain link fencing may be used for dog runs.
- F. No roof mounted antennas exceeding 36" in height to top most portion of antenna above peak of roof shall be erected on any dwelling or building.
- G. All outbuildings and storage sheds must be constructed of the same exterior materials as the main dwelling. Pole barns are allowed and need not be on a foundation.
- H. All driveways shall be surfaced with gravel, asphalt or concrete.
- I. Landscaping of the front yard shall be wholly completed within ten months from completion of home.

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AmeriTitle

15 OREGON AVENUE, BEN:

ARTICLE II. - RESTRICTION ON USE OF PROPERTY FOR HOMEOWNERS

- J. No boat, motorcycle, motor home, camper, trailer or recreational vehicle shall be kept in open, public view in the subdivision. Such vehicles shall be stored in a garage or carport, in the side or back yard, not extending in front of the house, and screened from the public and the neighbors view. Recreational vehicles or motorcycle riding is prohibited other than for ingress and egress to an owners property. No disabled or dismantled vehicle shall be kept on any street in public view for more than 3 days.
- K. All lots in the subdivision shall be for single family residential use only. Any permanent multi-family, communal or group use is prohibited. No temporary structure, boat, van, bus, garage, barn, shack, storage structure, trailer, motor home or camper shall be used as living quarters either permanently or temporarily.
- L. No livestock or poultry of any kind shall be kept on any subdivision lot, including but not limited to pigs, chickens, turkeys, sheep, cows and emus. A maximum of one horse or llama per acre of land shall be allowed, subject to Deschutes County rules and regulations. Each owner shall provide animal tight fencing to prevent nuisance factors to neighboring property owners.
- M. No more than 5 Domestic cats and dogs may be kept if in compliance with local controls and if they are not kept for any commercial purposes.
- N. All refuse shall be kept in sanitary containers and screened from public view and shall not be dumped in the subdivision.
- O. No sign shall be posted on any lot except for one sign advertising the property for sale or rent.
- P. It shall be the duty of the property owner or occupant of any lot or building site to improve and maintain the area between the property lines of said building site and the nearest curb or improved street.
- Q. No hunting or target shooting shall be allowed on any parcel.
- R. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such a manner as not to create a fire hazard. Debris accumulated at the time of construction shall be removed within 30 days of issuance of a certificate of occupancy. The use of trash or burn barrels for burning refuse is prohibited.
- S. All outside power, electric, television, phone or similar wires, cables or lines of whatsoever kind or description running from terminals, splice boxes, transformers or any junction of whatsoever kind or description to any building or structure shall be located beneath the surface of the ground on all lots in the subdivision. Temporary overhead wires may be used until necessary underground utility is installed.

ARTICLE III. - GENERAL PROVISIONS

- T. 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.
- U. Enforcement. Enforcement shall be by proceedings at law or in equity by any owner or group of owners against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If suit is undertaken to enforce these covenants, conditions and restrictions, the prevailing party shall be entitled to attorney's fees as the Court may judge in addition to any damages an individual or group of owners can demonstrate.
- V. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.
- W. Amendment. A recordable document amending this document signed by fifty-one (51%) percent of the owners of record of the lands subject to these covenants shall amend or repeal this document.

In witness whereof, the Owner and Developer of Lots 1 through 19 (inclusive) of OLD DESCHUTES WEST has caused this instrument to be executed for recording as the Protective Covenants, Conditions and Restrictions for Lots 1 through 19 (inclusive) of OLD DESCHUTES WEST, this 12th day of April, 1999.

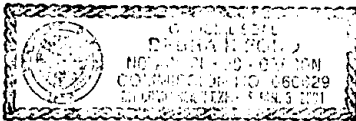
BMC PROPERTIES, INC., Developer

By: [Signature] and
Name & Title: President BMC Properties, Inc.

[Signature]
Michael Constantine, Individually

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above-named, Michael Constantine, as president of BMC PROPERTIES, INC. and Michael Constantine, individually, and acknowledged the foregoing instrument as their voluntary act.



Before Me: Debra K. Ford
Notary Public for Oregon
My commission expires: 01-05-2001

After Recording, Return To:

BMC Properties, Inc.
P.O. Box 292
Terrebonne, OR 97760

IN WITNESS WHEREOF, THE OWNER OF LOT 17 OF OLD DESCHUTES WEST HAS CAUSED THIS INSTRUMENT TO BE EXECUTED FOR RECORDING AS THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 1 THROUGH 19 (INCLUSIVE) OF OLD DESCHUTES WEST, THIS 12th DAY OF April, 1999.

[Signature]
JACK R. MILLER

[Signature]
COLLEEN M. MILLER

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

PERSONALLY APPEARED THE ABOVE-NAMED JACK R. MILLER and COLLEEN M. MILLER, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT AS THEIR VOLUNTARY ACT.

BEFORE ME: Connie L. Brey
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: MAY 14, 2001

