

32447

DECLARATIONS, RESTRICTIONS
PROTECTIVE COVENANTS AND CONDITIONS

FOR

SHERWOOD ESTATES DESCHUTES COUNTY OREGON

This declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property in Deschutes County, Oregon, hereinafter referred to as "said Property", more particularly described on Exhibit "A", attached hereto, and by reference incorporated herein, known as Sherwood Estates, the plat of which is on file in the Office of the Clerk of Deschutes County, Oregon.

WHEREAS, Declarant desires to subject said Property to certain protective covenants, conditions, restrictions, reservations, declarations, and easements for the benefit of said Property and its present and subsequent owners as hereinafter specified and will convey title to said Property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of said Property is and shall be held and conveyed upon and subject to the declarations, easements, conditions, covenants, restrictions and reservations herein-after set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property. These declarations, 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 also these declarations, conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said Property, or any interest therein.

RESTRICTIONS ON USE OF SAID PROPERTY

Section 1. RESIDENTIAL PURPOSES. Each dwelling unit shall be used for residential purposes only.

Section 2. TWO-STORY DWELLINGS. No dwelling shall exceed two stories in height, and in all events subject to the approval of the Architectural Control Committee. The ground floor of a multi-level dwelling shall be not less than 1,150 square feet of living space exclusive of open porches, decks, garages, and/or carports provided there is a total of 1,800 square feet or more of living area on all levels within the dwelling. Basements are not counted as a story.

Section 3. ONE-STORY DWELLINGS. The floor area of constructed one-story dwelling units shall be not less than 1,150 square footage of living space exclusive of open porches, decks, garages, and/or carports.

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Section 4. FOUNDATIONS. All dwelling units must be suitable for year round use or occupancy and shall be placed on permanent foundations consisting of concrete, brick, pumice blocks, or stone masonry.

Section 5. ROOFS. All roofs of constructed dwelling units shall be cedar shingle, cedar shake, tile or asphalt composition. Sheet metal roofs are not permitted.

Section 6. SETBACKS. No structure shall be located nearer than twenty (20) feet to the front lot line abutting the roadway boundary line nor nearer than twenty (20) feet to any side lot line.

A Central Oregon Irrigation District (COI) tailing pond is situated on and affects lots 1, 2, 3, 4, 11, 12, 13, 14, 16, 17, Block 2. No structure shall be located nearer than fifty (50) feet from the high water mark as set forth on the recorded plat of said subdivision.

Section 7. MOBILE HOMES. Mobile homes shall be permitted on said property only on the following conditions:

- a. Mobile homes placed on any lot of said Property shall have an asphalt composition roof with eaves.
- b. Mobile homes placed on any lot of said Property shall have either vertical or horizontal wood siding or horizontal wood or metal lap siding. No vertical metal siding shall be permitted.
- c. Any mobile home not placed on a solid foundation of concrete masonry construction or pumice block, shall have skirting placed around the entire perimeter of the mobile home so as to cover from sight all foundation material.

Section 8. CONSTRUCTION PERIOD. No more than 360 days construction time shall elapse for the completion of a permanent dwelling nor shall a temporary structure be used as living quarters except during the construction of a permanent dwelling. For purposes of this section, construction period time shall begin on the date the building permit is issued. No travel trailer, motor home, garage, basement, tent, shack, or other out-buildings constructed or placed on any portion of said premises shall at any time be used as a residence beyond the 360 day construction time period.

Section 9. TRADE OR BUSINESS. No commercial, professional, noxious or offensive trade or business activity shall be carried on upon any parcel or dwelling, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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Section 10. DWELLING MAINTENANCE. Each dwelling unit and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion as not to create a hazard.

Section 11. UTILITIES. An easement five (5) feet in width on either side of each side lot line as designated on the official plat will be granted and reserved for utilities, including, but not limited to, electric, domestic water, irrigation, and telephone.

Section 12. WATER POND - INDEMNITY. A water pond is situated on Lot 1, Block 3 and Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16 and 17, Block 2. It was created by excess irrigation water from the Central Oregon Irrigation District (COI). COI, may, at the continuing request of the owners of the above-mentioned lots, continue to allow excess water to drain into said pond. Each owner of the above-mentioned lots does hereby indemnify and agree to save harmless the declarant herein and COI, for any claim, demand, suit or action arising out of or in any manner connected with lack of water to the pond, excess water in the pond causing flooding of lots or portions thereof, or the escape of water from said point on to other persons lands.

Section 13. WATER POND EASEMENT. All of the lots described in Section 12 above shall be subject to an easement in favor of all other lots abutting the water pond for the purpose of irrigating said lots and the right to use any part of the water pond for recreational purposes.

Section 14. STRUCTURE HEIGHT. No structure, (except a residential dwelling, a chimney, thereof, television antenna thereon), shrub, planting or tree which obstructs sight lines at elevations eighteen (18) or more feet above the natural contour of each lot shall be erected, constructed, altered, placed or permitted to remain on any lot. No fence, boundary line, detached screening wall or hedge shall be more than four (4) feet in height. In all events, lesser height restrictions may be imposed by the Architectural Control Committee to meet the overall purposes of this restriction. The purpose of this restriction is to prevent nuisances, the impairment of the attractiveness of the property, to preserve the panoramic view reserved to each lot after the original location and construction of each home on each of said lots, and to thereby secure to each lot owner the full benefit and enjoyment of his home and the view therefrom. There shall be no greater restriction upon the free and undisturbed use of each owner's lot than is necessary to insure the same advantage to the other lot owners.

Section 15. ARCHITECTURAL CONTROL COMMITTEE. The Declarant owners of Sherwood Estates, Fred R. Hardin and Wayne Bailey are and shall be the Architectural Control Committee. However, they may from time to

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time appoint a Design Control Committee consisting of three members who are themselves owners of property in Sherwood Estate to function in their stead. The power to appoint or remove members from the Design Control Committee shall rest solely with either Fred R. Hardin and Wayne Bailey, or their heirs, personal representatives or assigns. The purpose of either the Architectural or Design Control Committees shall be to insure that all buildings and improvements constructed in Sherwood Estates shall be consistent with the overall plan for said Property. Purchasers of lots in Sherwood Estates shall not commence constructing, building, or altering any improvements on their lot or commence excavation thereon until:

- A. The purchaser of any lot has submitted to one of the members of the Design or Architectural Control Committee two sets of plans and specifications for any improvement in a form satisfactory to the Committee, showing so far as is possible:
 - 1). The size and dimensions of the improvement.
 - 2). The exterior design.
 - 3). The exact location of the improvement on said lot.
 - 4). The location of driveways and parking areas.
 - 5). The exterior finishing.
 - 6). The scheme for drainage and grading.
- B. The Architectural Control Committee has approved the plans and specifications. Said Committee shall notify the lot purchaser in writing of any revisions that must be made to plans within thirty (30) days of receipt of same. If not so notified within that time period, the plans shall conclusively be deemed approved.

Section 16. PARTITIONING. Lots shown on the official plat now on file in the Office of The County Clerk for Deschutes County, Oregon shall not be divided or partitioned into more parcels.

GENERAL PROVISIONS

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,

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and reservations now or hereafter 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.

SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any dwelling unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the then record owners of fee simple title of the units in said Property. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon, to be effective.

NO RIGHT OF REVERSION. 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 Declarant any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

BENEFIT OF PROVISIONS WAIVER. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by 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 of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

ATTORNEY FEES. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court, including any appellate court, may adjudge reasonable as an attorney fee in such suit or action.

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IN WITNESS WHEREOF, the undersigned, the owner of all said Property, has hereunto caused these presents to be executed this 27 day of May, 1980.

SHERWOOD ESTATES

By Fred R. Hardin
Fred R. Hardin, Declarant

By Wayne Bailey
Wayne Bailey, Declarant

STATE OF OREGON)
) ss.
County of Deschutes)

By W. Charlotte Hardin
W. Charlotte Hardin

Personally appeared the above-named FRED R. HARDIN and WAYNE BAILEY, Declarants, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 27 day of May, 1980:

Richard Clark
NOTARY PUBLIC FOR OREGON
My Commission Expires: Mar. 16, 1982

32447



Northwest Surveys
907 W. Highland Ave
Redmond, OR 97756

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 13th day of June A.D. 1980
at 1:36 o'clock P. M. and recorded in Book 323 on Page 198 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Joyce G. ... Deputy