

90-14327

BUILDING AND USE REGULATIONS
FOR
SKIDMORE SUBDIVISION

Truman and Kim Davis, being the owners of the subdivision known as 'Skidmore Subdivision,' Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does hereby, by these presents, subject said subdivision, and the whole thereof, to the following building and use restrictions:

1. LAND USE AND BUILDING TYPE: All lots are restricted to residential use and to single family dwellings. There shall be no more than one detached single family dwelling erected, altered, placed or permitted to remain on any lot.

No trailer, tent, shack or other structure shall be erected, altered, placed or permitted to remain on any lot or lots other than one single family dwelling, and a private attached garage. Other out buildings incidental to residential use may be allowed by approval of the Architectural Committee for storage of vehicles, boats and trailer. A suitable constructed building not to exceed 500 square feet in area and not to exceed one story in height, may be erected for servants and/or guest quarters subject to approval of the Architectural Committee. No trailer, tent, shack, garage or other type of building shall at any time be used as a residence either temporarily permanently nor shall any structure of a temporary character at any time be used as a residence either temporarily or permanently. No building or any part thereof shall be erected, maintained or used on said premises for apartments, manufacturing or commercial purposes. No building shall be moved on any lot unless it meets the requirements herein set forth and is approved by the Architectural Committee. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. Parking heavy vehicles on lots or streets shall be deemed a nuisance. The use of snowmobiles or motorcycles or other powered vehicles is expressly forbidden in, to or on common area, and lots. Such vehicles is must either be stored or screened from sight.

2. DWELLING SIZE: Any dwelling shall contain a minimum of 1200 square feet of enclosed floor area. The words enclosed floor area as used herein shall mean and include in all cases areas enclosed and finished for all year occupancy and shall not mean or include any area in utility rooms, basements, garages, porches or attics, provided, however, that certain interior areas above the first floor need not be immediately finished for occupancy if the residence is so designed and built that such areas can be finished at later date without any structural changes being made in the exterior of the

residence. Architectural control committees hereby reserve the right to reduce any of the floor area requirements set forth above, provided such total reduction for any one residence may not exceed 10% of such minimum floor areas requirements for such residence.

3. **BUILDING HEIGHT:** In order to insure maximum view from adjacent lots, the architectural control committee will determine the allowable height on each lot.

4. **SETBACKS:** Rather than arbitrary setbacks, the architectural control committee must approve the proposed site plan of each residence as it relates to its property lines to protect within reason the view and privacy of his neighbors. In any event, setbacks must conform to minimum requirements of Deschutes county.

5. **BUILDING COMPLETION LIMITATION:** Construction of any dwelling upon any lot shall be completed, including exterior decoration within one year (1) from the date of the start of the construction.

6. **FENCES AND LANDSCAPING:** Fences shall be constructed of all new materials unless they are of the rustic split rail design. Wood rail with treated post are encouraged. No fences, hedge, walk or barrier located on a building site shall have a height greater than 6 feet above the finished grade surface on which located. No shrub, tree, hedge, fence, wall or barrier shall be placed, located or erected so as to restrict the view or outlook of any lot owner in the Skidmore Subdivision. Fences must be kept in good repair and presentable condition at all times.

7. **STORAGE:** Stored firewood, garbage cans, hanging or drying clothes, boats, camp trailers, snowmobiles, motorcycles or any vehicles that are in the process of being overhauled shall not be visible from any lot or road. Dumping trash will be prohibited.

8. **WIRES AND LINES, ECT:** All outside power, electric, television, phone or similar wires, cables, or lines of whatsoever kind or description running 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.

9. SWIMMING POOLS: Swimming and wading pools may be constructed on any lot or lots provided setback lines are observed as herein set forth.

10. SEPTIC TANK SYSTEMS: All systems are required to be installed by State of Oregon licensed septic system contractors, and in accordance with OAR Chapter 333 and in accordance with design approved for Skidmore Subdivision. Septic specifications must be approved by the Architectural Control Committee.

11. TREES: An owner shall neither remove from a lot any tree or shrub without first obtaining approval from the architectural control committee.

12. SIGNS: No signs or other advertising device shall be erected or maintained upon any part of the said property; except that (a) for sale or rent, may be erected, a sign not to exceed 18" x 24" (inches). Such signs shall be only those provided by the association and to be limited to the name and address of the owner. The association may limit the number of for sale signs in any given area. In such instances, signs will be allotted on a just and equitable basis. (b) Declarant may erect and maintain on said property such buildings and advertising devices as he deems necessary and proper in connection with the conduct of his operations for the development, improvement, subdivision and sale of said property.

13. DESIGN, COLOR, AND USE OF MATERIAL: The external design of the residence in Skidmore Subdivision are expected to harmonize with each other. All outbuildings and garages are to be of the same design and materials as the residences. Architectural Control Committee must approve all exterior colors for all residences. Exterior lighting must be controlled so as to not disturb residents of adjacent property.

14. EXTERIOR AIR CONDITIONING AND HEATING SYSTEMS: All exterior air conditioners or heating units must be installed with the approval of the Architectural Control Committee. The noise factor and appearance shall be of prime importance in determining whether or not such exterior units should be approved.

15. ANIMALS: No animals other than domestic pets shall be kept on any lot.

16. Truman and Kim Davis, their heirs and assigns, hereby reserve a right of way, with right of entry upon, over, under, along, across and through the said tracts of land for the purpose of erections, constructing, operating, repairing and maintaining lines for the transmission of electrical energy, and or for telephone lines and/or for laying, repairing, operating, and renewing any pipeline of lines for water, gas or sewage, and any conduits for electrical or telephone wires,

and reserving to Truman and Kim Davis, their heirs and assigns the sole right to convey the right hereby reserved.

17. EXCAVATION: There shall be no excavation on any of these parcels for gravel, cinders or top soil.

18. ARCHITECTURAL AND BUILDING COMMITTEE: There is hereby formed an Architectural and Building Committee which shall consist of three people, being the developer and two other owners of the land in the development appointed by the developer.

Approvals herein required by the architectural or building committee are solely for the purpose for appearance and compatibility only. The owner is responsible for sound construction and adherence to the State and County codes.

19. ARCHITECTURAL CONTROL: No building or fence shall be erected, placed or altered and remodeled on any of the lots inclusive in Skidmore Subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved by the Architectural and Building Committee or its authorized representative for conformity and harmony of the external design with the existing structures in the area and to the location of the building with respect to the property and building setback lines.

20. These restrictions may be amended or modified at any time by the affirmative vote of two thirds of the then owners of the parcels in Skidmore Subdivision. For this purpose the recorded owner of each parcel of approximately two (2) acres of land described above shall be entitled to one vote.

ARTICLE XV

GENERAL PROVISIONS: Failure by the association, or 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. If any owner constructs or permits to be constructed any improvement on his property which will violate any provision of this Declaration, the Association may, no sooner than 60 days after delivery to such owner of written notice of the violation, enter upon the offending property and remove the cause of such violation, or alter, repair, or cause change the item which is in violation of such declaration in such manner as to make it conform thereto with the reasonable cost of such action to be charged against the owners land.

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

NO RIGHT OF REVISION: Nothing herein contained in this declaration or in any form of deed which may be used by

declarant or it's successors or assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in declarant or the association any right of reversion or reentry for breach of violation of any one or more of thr provisions hereof.

WAIVER: Benefit of provisions, waiver; the provisions contained in the declaration shall bind and inure to the benefit of and be enforcable by declarant, the Association, 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 the association 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.

In Witness Whereof, Truman and Kim Davis has caused this instrument to be executed the day and year first written above.

BY *Truman Davis*
TRUMAN DAVIS

BY *Kim Davis*
KIM DAVIS

STATE OF Oregon
COUNTY OF Deschutes ss.

BE IT REMEMBERED, That on this 16th day of May, 1990, before me the undersigned, a Notary Public in and for said County and State personally appeared Truman Davis and Kim Davis within named Truman Davis and Kim Davis known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



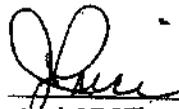
[Signature]
Notary Public in and for the State of Oregon
My Commission expires: 3-11-91

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:

90 MAY 22 AM 10:55

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY
NO. 90-14327 REC. 30

DESCHUTES COUNTY OFFICIAL RECORDS