

PROTECTIVE COVENANTS FOR SOMERSET, PHASE I

KNOW ALL MEN BY THESE PRESENTS: That the undersigned N-3 Corporation, an Oregon corporation, the owner of Somerset Phase I, does hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof to-wit:

ARTICLE I

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Architectural Control Committee. An Architectural Control Committee is hereby established. It shall consist of three members, and shall initially be composed of Don D. Nee, Jon E. Nee and Don R. Nee. A majority of the Committee may designate a representative to act for it. In case of the death or resignation of any member (s) of the Committee the remaining member (s) shall have full authority to designate a successor (s). Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall occur without successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing.

Section 2. Uses Prohibited Without the Consent of Committee.

Unless the Committee has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place on a permanent basis for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles.

(b) As a place to raise domestic animals of any kind except for horses and a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) For a second dwelling in the nature of guest houses. However, when same ownership and occupied by either employees or relatives of owner, such may be approved by the Committee.

(e) For service outbuildings, including tackrooms, and stables.

(f) For fencing except for single strand electric fences.

(g) No sale of subdivided sections of tracts as platted unless also approved by Deschutes County.

Section 3. The Committee may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of

receiving notice of the proposed rules.

Section 4. A vote of 50 percent of the owners within the subdivision can adopt, amend, or repeal such rules.

Section 5. Architectural Control Committee Consent.

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

(a) Material Required to be Submitted. Where consent must be acquired by lot owners or any association of owners from the Architectural Control Committee, plot plan, plans, specifications, and other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

(b) Architectural Control Committee Discretion and Guidelines.

The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the neighboring property within Somerset. Considerations such as color, design, view, effect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

(c) Failure to Act. In the event the Architectural

Control Committee fails to render its decision with respect to any proposed work within the 30 days granted it in Section 5 (a) the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Architectural Control Committee.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas.

Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction and Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot or alter or refinish the exterior of any improvement on any lot, make any change in any lot, whether by excavation, fill, alteration or existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association or owner has first obtained the consent thereto of the Architectural Control Committee.

Section 3. 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.

Section 4. Type of Residence. No residence other than a single family dwelling for private use may be constructed on any lot. No mobile home or trailer may be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house. However, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Persons may reside on a lot during construction only in those approved structures.

Section 6. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas in a manner approved by the Architectural Control Committee.

Section 7. Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of a natural wood

material with black lettering stating the name of the occupant and/or the lot, if any, and the address. Only signs provided by the Committee shall be used to advertise a unit for sale.

Section 8. Utilities. No above-ground utilities, or open ditches, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots, common areas within or private recreational areas.

Section 10. View. The height of improvements or vegetation and trees on a lot shall not materially restrict the view of other lot owners. The Architectural Control Committee shall be the sole judge of the suitability of such heights. If the Architectural Control Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable cost for work done. This section is not to be read as justification to create views not

present when the lot was originally purchased.

Section 11. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

Section 12. Restrictions. Unless the Committee has consented in writing to a variation, the following restrictions apply:

(a) All driveways must be composed of gravel, cinders, concrete, or asphalt. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

(b) All landowners must comply with the laws and regulations of the state of Oregon, county of Deschutes, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.

(c) No more than 12 months construction time shall elapse for the completion of a permanent dwelling.

(d) Septic tanks and drainfields must meet County Health Department standards.

(e) No motorized vehicles other than automobiles may be operated on the property in the project.

(f) No firearms shall be discharged upon the property.

ARTICLE III

GENERAL PROVISION

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons

claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. 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 and may be brought by any property owner in the subdivision.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED This 13th day of January, 1977.

N-3 CORPORATION

By Jon E. Nee
Vice President

By Don R. Nee
Secretary

STATE OF OREGON, County of Deschutes, ss: January 13, 1977

Personally appeared Jon E. Nee & Don R. Nee who, being sworn, stated that they are respectively the President and Secretary of N-3 CORPORATION, and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors. Before me:

Sherry L. Ballard
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3/6/78

claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. 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 and may be brought by any property owner in the subdivision.

Section 3. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

DATED THIS 14th day of January, 1977.

N-2 CORPORATION

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 13 day of Jan A.D. 1977 at 4:21 o'clock P. M., and recorded in Book 243 on Page 208 Records of Med

ROSEMARY PATTERSON

County Clerk
By Ann L. Patterson Deputy

County of Deschutes, ss: January 13, 1977

Notary Public for Oregon
I, Ann L. Patterson, Secretary of N-2 CORPORATION, and that this instrument was voluntarily signed in behalf of the corporation by its Board of Directors. Before me:

