

98-05198

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**FOR****SUNPOINTE - PHASE III**

A subdivision of Deschutes County, Oregon

Owner and developer, HARKEY-YOUNG INVESTMENTS, herein referred to as Declarant, being the sole party having an interest in the portion of Section 26, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as *Sunpointe*, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions, and Restrictions.

**ARTICLE I
DEFINITIONS**

Declarant: Harkey-Young Investments, a Washington general partnership.

Development Period: The period of time extending from the Declarant's sale of the first Lot in the Development until the last Lot is sold by Declarant or Its assignee.

Construction and Sale Period: The period extending from the point in time when the first new residence is offered for sale in the Sunpointe, Phase III, until the last residence constructed in Phase III is sold.

**ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE**

SECTION 1: Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (the Committee), as to quality of workmanship and materials, harmony of external design and colors with existing structures, as to location with respect to topography, and finish grade elevation. The approval signatures of the Architectural Control Committee will be required before applying for building permit from governing agency.

SECTION 2: Architectural Guidelines. The purpose of these guidelines is to protect and preserve the value of property and quality of life in the subdivision. The following minimum architectural guidelines will be observed by each builder and/or owner:

A. Minimum Size. No residence of less than 1000 square feet of living space, exclusive of garage, shall be permitted to be erected on any lot.

B. Roofs shall have not less than a 4-in-12 pitch and be covered with composition shingles, earth-tone concrete or clay tiles.

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805 SW Industrial Way Ste 10
Bend, OR 97702-1093

- C. Exterior Walls and Trim shall be of wood (manufactured wood products such as fiberboard, masonite, etc., are considered acceptable), or brick. Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable. Plywood (T-1-11) shall be permitted only on sides not facing a street.
- D. Exposed Masonry will be permitted. Concrete, concrete block, and stucco brick may be used with specific approval of the Committee.
- E. Building Height. No building may be erected over two (2) stories in height, measured from the natural contour of the ground.
- F. Exterior Lighting will be of a type and so placed as to minimize glare and annoyance to adjacent property owners and passersby. All lighting will be indirect. No bulbs shall be exposed.
- G. Driveways will be of concrete or concrete pavers.
- H. Grading. All lots shall be graded to provide positive drainage.
- I. Garages. Each residence shall incorporate a minimum two (2) car garage designed and constructed as an integral part of said residence.

SECTION 3. Uses Prohibited Without The Consent Of The Architectural Control 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 for trailers, motor homes, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are garaged or reasonably screened, preferably at the rear of the dwelling, from view of all roads and adjoining lots in this subdivision.
- B. As a place to burn trash, cuttings, or other items with the exception of barbecue fires.
- C. As a place to raise domestic animals of any kind except a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.
- D. No structure of temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently.
- E. There shall be no swine, horses, cattle, poultry, or goats on said premises.
- F. 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 unless it is (structurally) aesthetically compatible with the existing buildings in the subdivision.

G. No used materials (except for used brick, as specified in SECTION 2D) will be permitted on exterior surfaces.

SECTION 4. A vote of 51% of the owners of the subdivision can adopt, amend, or repeal any or all of the above CC&R's, after the subdivision is 100% built.

SECTION 5. Architectural Control Committee Consent. In all cases in which the Committee's 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 Committee, plans, specifications and other materials the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least thirty (30) days in advance of the occurrence which requires consent.

B. Failure to Act. In the event the Committee fails to render its decision with respect to any proposed work within the thirty (30) days specified in SECTION 5A, the Committee shall conclusively be deemed to have consented to the proposal.

C. Effective Period of Consent. Architectural Control Committee consent shall be revoked one (1) year after issuance unless the work has been commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE III RESTRICTION ON USE OF PROPERTY FOR HOMEOWNERS

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. Landscaping. The use of natural flora and bark, ground covers, grass and trees native to the area is encouraged. All front yards shall be landscaped within sixty (60) days after the exterior of a residence is finished.

SECTION 3. Maintenance of Lots. Each lot and its improvement shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declarant gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats,

trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained.

SECTION 4. Mobile Homes, Campers, Trailers. No mobile homes, campers, or trailers may be used as residences, including manufactured housing.

SECTION 5. Appearance. All garbage, trash, cuttings, refuse, or garbage containers, fuel tanks, clothes-drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots.

SECTION 6. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supply facilities.

SECTION 7. Fences. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot, except that chain link fencing for sports facility enclosures may be considered for approval by the Committee upon request. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction. Fences are to be made of cedar with height not to exceed six (6) feet. All fences extending from the front of the house to the street shall not exceed three (3) feet in height and shall have only two (2) or three (3) horizontal exposed braces. All side and rear fences constructed on the property lines by developer are the property of the adjoining property owners. It is the adjoining property owners' responsibility to jointly maintain, repair or replace side fences when needed.

SECTION 8. Antennae. No exterior radio antennae or masts shall be permitted. Video antennae, if installed, shall be placed in a location as to minimize the obstruction of views from neighboring lots and shall be the minimum size and height required to receive an acceptable broadcast signal. In no case shall any antenna or mast exceed twelve (12) feet in height. Parabolic reflectors (satellite dish antennae), not to exceed thirty-nine inches (39") in diameter, shall be permitted. Any such installations shall be in locations that minimize the visual impact from the front of the lot and shall be at the minimum height to assure an acceptable signal. Any such installations shall not be approved if, in the sole discretion of the Committee, the installation(s) will unduly detract from the appearance of the Lot or Properties.

SECTION 9. Signs. No signs, billboard, or other advertising structures or device shall be displayed to the public view on any Lot, except One (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. The sign may also be used by a builder to advertise the property during the construction and sale period. After the construction and sale period, political yard signs, not more than eight (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days after the date of the election to which the sign refers, such signs must be removed from Lots. The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, Realtor identification signs, "for sale" signs, and other signage that may be placed by parties other than the Declarant on any part of the Lots within Sunpointe, Phase 1. The Declarant may also develop an overall theme for signage within the project, including specific requirements

for physical sign installations and size requirements, colors and graphic design. In the event such guidelines are established, the Declarant shall make the signage guidelines and standards available upon request to Lot Owners and their representatives, including both builders and real estate agents of Lot Owners. During the Development Period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage within the plat of Sunpointe, Phase II. Every Owner of a Lot in Sunpointe, Phase II, shall submit any proposed signs to the Declarant for approval prior to installation of the signs.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

SECTION 1. The Architectural Control Committee. So long as any residences remain incomplete and/or unsold the Declarant shall act as the Architectural Control Committee (the Committee) created by this Article 111 (even if the development period has ended) unless the Declarant elects not to act as the Committee. If the Declarant is acting as the Committee, the Declarant shall have all authority and perform all functions given to the Committee by these Declarations and applicable law. At the time all phases of **SUNPOINTE** subdivision are completed and residences are constructed on all Lots, Declarant shall terminate its membership on the Committee and homeowners in the Project shall elect from their number no less than three (3) nor more than five (5) persons to serve on the Committee. Their term on the Committee shall be three (3) years. At the end of each term elections shall be held and a majority of homeowners present at a meeting called for said purpose shall constitute a legal voting majority. At the end of each term, any Lot owner shall have the right to call a meeting for the election of new members of the Committee. If such meeting is not called, members presently serving shall continue to exercise all rights and duties of the Committee.

SECTION 2. General Provisions. 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. However, at anytime an instrument signed by a majority of the present owners of the lots can be recorded, agreeing to change said covenants in whole or in part.

SECTION 3. Enforcement. The Committee shall have the right in the event any property within **SUNPOINTE** subdivision is not adequately cared for to notify the negligent party of the condition in writing; if significant action is not commenced by negligent party to correct the matter within ten (10) days of such written notification, then the Committee may, at its sole discretion, hire the service 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 as set out in the Protective Covenants established for **SUNPOINTE** subdivision. 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.

SECTION 4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 5. The Committee shall have the right to change any of the above CC&Rs for phases IV and V at the time said phases are developed.

I certify that I know or have satisfactory evidence that David M. Young is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledges it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Sept 10, 1997

Before me:

Janet J. Salisbury
Notary Public for Washington
My commission expires: 2-24-2001

STATE OF WASHINGTON)
County of King)

David M. Young
David M. Young
Harkey-Young Investments



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:

98 FEB -9 PM 2:48
MARY SUE PENHOLLOW
COUNTY CLERK

BY: *MS* DEPUTY
NO. 98-05198 FEE 30-

DESCHUTES COUNTY OFFICIAL RECORDS