

9629

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR

TAMARACK PARK

A subdivision of Deschutes County, Oregon

Owner and developer, Bahler/L&H Development Company, being the sole parties having an interest in that portion of Section 27, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as "Tamarack Park Subdivision", Deschutes County, Oregon, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions:

Part A - 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 as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The approval stamp and signature of all members of the Architectural Control Committee will be required before applying for, or receiving a building permit from the governing agency.

Application for such approval shall be made to the Architectural Control Committee five days in advance of when such approval is needed, unless master plans have been approved. The membership and procedure for the Architectural Control Committee is set forth in Part C hereof.

Part B - Land Use and Building Type

1. Occupancy and size

- a. No lot shall be used except for residential purposes.
- b. No building shall be erected which shall exceed two and one-half stories in height and a private garage for not more than three cars.
- c. No residence shall be constructed of less than 1,150 square feet of living area, exclusive of garages, porches and outbuildings, except that residences constructed on lots designated for Farmers Home Administration homes shall not be less than 1,000 square feet for 3 bedroom homes and not less than 850 square feet for 2 bedroom homes, exclusive of garages, porches and outbuildings. Duplexes shall have at least 720 square feet of living area per side and have a total living area of at least 1,440 square feet, exclusive of garages, porches and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials and have an appearance which will conform to the residence.

2. Building location

- a. No building shall be erected, any portion of which is located closer than the minimum building setback lines stipulated by the governing agency which issues the building permit for the structure, except that those lots which face Wells Acres Road shall have the following setbacks: no building shall be erected, any portion of which shall be nearer than twenty-five (25) feet to a front lot line, nor nearer than twenty-five

(25) feet to any rear lot line, nor nearer than five (5) feet to any side line providing that the accumulated distance from each side of the lot shall be at least fifteen (15) feet.

- b. Each building shall be located on each parcel so as to remain as compatible as possible with the natural surroundings and with other residences.

3. Fences

Any fences constructed shall not be over sixty (60) inches in height.

4. Chimneys

All fireplace chimneys must be constructed from ground level, and consist of pumice or concrete blocks, bricks, stone and masonry or comparable fire resistant materials. Chimneys from wood stoves shall be boxed in by wooden walls or otherwise be treated so as to conform with generally accepted building practices in area of the subdivision. Such conformance shall be solely determined by the Architectural Control Committee.

5. Roofs

All homes facing Wells Acres Road must have roofs of split wood shingles, shakes, or ceramic clay tile or comparable material.

6. Time of construction

All buildings constructed must be completed within six months from the date construction is commenced, exclusive of inside finish work.

7. Building exteriors

- a. The use of new materials on all exterior surfaces will be required, used brick will be permissible.
- b. Anodized window frames or the equivalent will be required.
- c. Exposed metal will be covered or treated to eliminate a flashy appearance.

8. Mobile Structures

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 allowed upon any lot.

9. Driveways

All driveways shall be concrete.

10. Oil and mining operations

No oil development operations, or mining operations will be allowed on any lot. Also no excavation for gravel, cinders or soil will be allowed on any lot, unless such material is to be relocated to another location on the same lot.

11. Landscape timing

All front yards shall be landscaped within six (6) months after the exterior of a residence is completed with no less than 20% of the front yard to be in grass, the remainder to be finished with bark chips or other commonly used material in a professional looking manner. The back and side yards shall be landscaped in like manner as the front yard within twelve (12) months of the completion of the exterior of the residence except in Farm Home Administration homes.

12. Sight distance at intersections

No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway's pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Nuisances

- a. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- b. No gasoline may be stored in bulk tanks upon the property, either above or below ground.
- c. No garbage or refuse will be allowed to remain on any property unless stored in sealed containers.

14. Livestock and poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of dogs, cats or household pets which may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. Signs

No signs may be displayed to the public view from any lot other than a "For Sale", "For Rent" or one used by a builder to advertise said property during the construction and sales period. No sign shall be larger than five (5) square feet, other than those furnished to subdividers or their agents.

Part C - Architectural Control Committee

1. Membership, the Architectural Control Committee is composed of:

- a. Peter C. Moor, Canyon Drive, Redmond Oregon.
- b. Charles A. Ladrow Jr., 63125 Douglas Lane, Bend, Oregon.
- c. Gary L. Rawlins, 7075 N.W. Westwood Lane, Terrebonne, Oregon.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. None of the members of the Committee shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the present owners of a majority of the lots shall by written and signed order, have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and duties or change the Covenants herein contained.

Part G - General provisions1. 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 unless an instrument signed by a (51%) majority of the present owners of the lots has been recorded, agreeing to change said covenants in whole or in part in such case the covenants shall be extended for successive periods of five (5) years.

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.

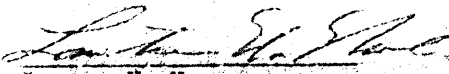
3. Severability

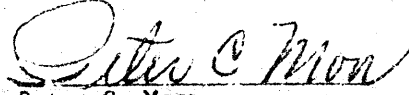
Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

IN WITNESS WHEREOF, the owners and developers of Tamarack Park Subdivision have caused this instrument to be executed for recording as the Protective Covenants, Restrictions and Conditions for Tamarack Park this 21 day of September, 1978.

L&H Development Company

Babler Brothers Inc.


Lawton U. Noe

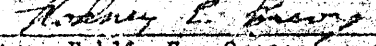

Peter C. Moor
Vice-President


Helen J. Noe

STATE OF OREGON)
)
County of Deschutes) ss.

September 20, 1978

Personally appeared the above named Lawton U. Noe and Helen J. Noe d/ba L&H Development Co. and acknowledged the foregoing instrument, as their voluntary act.

Before me: 
Notary Public For Oregon
My commission expires: Nov. 6, 1979

STATE OF OREGON)
)
County of Deschutes) ss.

September 21, 1978

Personally appeared the above named Peter C. Moor who, being the duly sworn, Vice-President of Babler Brothers Inc., an Oregon Corporation, warrants that the foregoing was voluntarily signed on behalf of said corporation by authority of its Board of Directors.

Before me: 
Notary Public For Oregon
My commission expires: Nov. 6, 1979

1790-1791

1. The above information was obtained from a confidential source who has provided reliable information in the past.

А. М. Мухомов

IN THE COURT OF THE DISTRICT JUDGE OF THE DISTRICT OF COLUMBIA

THE UNITED STATES OF AMERICA, Plaintiff, vs. JAMES EARL RAY, Defendant.

Case No. 100-100000-1

THE COURT: This is a case of conspiracy to defraud the United States. The evidence shows that the defendant, JAMES EARL RAY, conspired with others to defraud the United States of its money. The evidence is sufficient to sustain the charge.

THE COURT: The defendant is guilty of conspiracy to defraud the United States. The sentence is imprisonment for ten years and a fine of \$10,000.

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STATE OF OREGON

County of Eschscholtz

I hereby certify that the within instrument of writing was received for Record

the 22 day of Sept. A.D. 13 78

at 9:45 clock B. and recorded

In North 282 on Page 824 Number

[Handwritten signature]

ROSEMARY PETERSON

County Clerk

39 12/10/00 Deputy


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Sam Barvis
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Bend, Oregon