

PBMS

When recorded mail to:

Terrebonne Estates HOA
PO Box 234
Terrebonne, Oregon 97760

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2007-28208



\$61.00

D-CCR Cnt=1 Stn=3 PG
\$35.00 \$11.00 \$10.00 \$5.00

05/17/2007 03:48:01 PM

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
TERREBONNE ESTATES PREVIOUSLY RECORDED IN THE RECORDS OF
DESCHUTES COUNTY OREGON AS DOCUMENT #2001-60846 - 12/10/01 ✓

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This document hereby amends the following Articles of the Terrebonne Estates Covenants, Conditions and Restrictions recorded in the Records of Deschutes County Oregon as Document #2001-60846 and recorded December 10, 2001 by Crystal development, LLC, then owner of the property and is made this 15th day of May, 2007 by the Terrebonne Estates Homeowners' Association. ✓

AMENDMENT TO ARTICLE 3
RESTRICTION OF USE OF PROPERTY FOR HOMEOWNERS

Use and Occupancy of Private Areas. Each lot shall be used for single family residential purposes only. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him except as otherwise expressly provided herein.

Agricultural Uses involving:

- (a) Keeping of chickens, fowl, rabbits or similar farm animals over the age of 6 months, provided that the total number of such animals does not exceed one for each 5000 square feet of property.
- (b) No swine, cows, horses, goats, sheep or similar farm animals, are allowed.

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 six (6) months after the exterior of the residence is finished. All plans for landscaping are to be submitted for approval to the Architectural Committee.

Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such a fashion as not to create a fire hazard.

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

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

Offensive or Commercial Activities. No offensive or commercial activities 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 or private recreational areas.

Fences. No chain link fences whatsoever. Decorative metal fences are accepted. Fences are to be made of wood or white vinyl with height of 6 feet at rear of property and 3 feet at front of property and shall be approved by the Architectural Control Committee. It is the adjoining property owners' responsibility to jointly maintain, repair or replace side fences when needed.

Pets. All dogs must be leashed and no animal is allowed to roam free at any time. Violation of this Section will constitute an "Animal at Large" complaint with Deschutes County Animal Control and may be fined up to \$421 by Deschutes County and \$50 by the Association.

1. Any litter deposited by pets on lawns, sidewalks, paths, or common areas must be removed immediately by the owner of the animal.
2. Residents are responsible and liable for any personal injury or property damage caused by their pets.
3. Residents who are disturbed by pet noise or a pet that exhibits aggressive behavior toward community members are urged to first contact their neighbor(s).
4. If contacting the pet owner does not resolve the issue, residents are to file a written complaint with management and/or contact the Animal Control Department at 541-693-6911.
5. All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal at all times.
6. No animals of any kind shall be raised, bred, or kept for any commercial purpose on any lot. Livestock or farm animals are strictly prohibited.
7. Each resident is limited to **four** animals.

AMENDMENT TO ARTICLE 4
ARCHITECTURAL REVIEW

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, 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 permits from governing agency.

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 building and/or owners:

- (a) Minimum Size. No residence of less than 1,000 sq.ft, exclusive of garage, shall be permitted to be erected on any lot.
- (b) Maximum Size. No residence of greater than 3,000 sq.ft, inclusive of attached garage shall be permitted to be erected on any lot.
- (c) Roofs. Shall have not less than a 5 in 12 pitch and be covered with composition shingles or earth tone concrete or clay tiles.
- (d) Exterior Walls and Trim shall be of wood (manufactured wood products such as fiberboard, masonite, etc. are considered acceptable). Color samples will be submitted with plans for approval. Paint of heavy body stain is acceptable.
- (e) Exposed masonry will normally be limited to local stones. Concrete. Concrete block, stucco and brick may be used with the specific approval of the Architectural Control Committee.
- (f) Building Height. No building may be erected over two stories in height measured from the natural contour of the ground.
- (g) Exterior Lighting will be of a type and so placed to eliminate glare and annoyance to adjacent property owners and those passing by. All outdoor lights will be:
 - 1. shut off during the night no later than 10:00pm
 - 2. screened in such a way that the light does not affect other property owners; or
 - 3. set on a timer that will shut off automatically at the designated time
- (h) Garage Size. Each residence must have a minimum two-car garage and not more than a three-car garage.

- (i) Fencing. Each residence may have the backyard fully fenced utilizing six-foot white vinyl vertical fencing, wood fencing or natural stone fencing.

Section 3. 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:

1. As a parking or storage place for vehicles, trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored out of the view of neighbors and not less than 20 feet from the beginning of the owners' designated property line. **No more than one (1) large recreational vehicle (i.e., motor coach, motor home, etc) may be stored on the owners' property at any time.** Any recreation vehicle which extends from the property into the street is in violation and will be cited or towed at the discretion of the Board of Directors.
2. No cars shall be parked in the rain gutters running parallel to the street. Cars parked in the rain gutters for longer than 7 consecutive days shall be cited by the HOA and towed at owners' expense.
3. As a place to burn trash, cuttings, or other items with the exception of barbeque fires or outdoor decorative firepits.
4. No structure of temporary character, basement, tent, shack, garage, barn, or other outbuildings shall be used on any parcel at any time as a residence other than on a designated temporary basis (i.e., tent-camping in the owners' backyard is permissible).
5. 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 and aesthetically compatible with the existing buildings in the subdivision and has the express written consent of the Architectural Committee and the consent of neighbors on either side of the residence..
6. No used materials will be permitted on exterior surfaces. Used brick is permissible.
7. No exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms or sound or electromagnetic radiation shall be erected, constructed placed on any lot, except as may be provided by preemption of federal law. With prior written consent from the Architectural Control Committee or subject to the prior right of Declarant to develop a community cable telephone system, exterior satellite dishes with a surface diameter of twenty-four (24) inches or less may be placed on any lot.

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; plans, specifications, and other materials 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) 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.
- (c) Effective Period of Consent. Architectural Control Committee consent shall be revoked 1 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.

ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

The Architectural Control Committee.

The following are duly elected to serve on the Architectural Control Committee:

Officers of the Board of Directors

General Provisions.

Terms. 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 the said covenants shall be automatically extended for successive periods of five (5) years. However, at any time an instrument is signed by a majority of the present owners of the lots may be recorded agreeing to change said covenants in whole or in part.

Enforcement. The Architectural Control Committee shall have the right in the event any property within TERREBONNE ESTATES subdivision and enumerated parcels is not adequately cared for, to notify the negligent party of the condition in writing. If significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole discretion, hire the services of those persons necessary to rectify the condition

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and levy charges against said property, its owner, or agents for whatever sums are expended to correct the condition.

AMENDMENT TO ARTICLE 5 ASSOCIATION

A vote of 51 percent of the owners of the subdivision can adopt, amend, repeal any or all of the above CC&R's after the subdivision is 90% built.

AMENDMENT TO ARTICLE 8 GENERAL PROVISIONS

Fines: Fines may be imposed by the Board of Directors for violation of any section of the Covenants, Conditions and Restrictions after first serving notice by mail to the homeowner. Such service shall be a Notice of Violation/Citation

GUIDELINES FOR REPORTING A VIOLATION

Section 1: If a homeowner becomes aware of a violation they should lodge a formal complaint with the HOA. A formal complaint MUST be in written form for the HOA to begin any type of action. "Written Form" can be a formal letter detailing the complaint or a fully completed "Formal Complaint Form"(will be provided). The written complaint must be mailed to:

Terrebonne Estate Homeowners Association
Board of Directors
PO Box 234
Terrebonne, Oregon 97760

Please do your best to give a precise location or address of the complaint location. Also be as detailed as possible when describing the complaint or violation as described below.

Example 1: If the violation is an abandoned vehicle, list the vehicle make, model, color, license plate number if present, VIN number if possible, distinguishing marks and the time duration of the vehicle's physical presence.

Example 2: If there is a chronic dog barking problem, keep a day and time log of when the dog barks and for how long during each problem period, so the Management Company can try and assess the problem at the correct time.

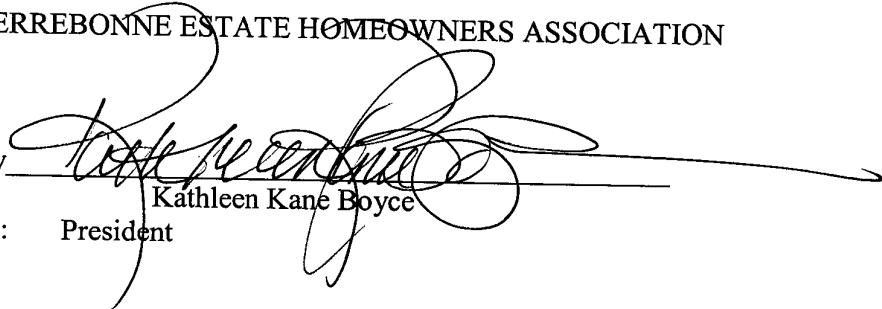
All written complaints will be addressed and the identity of all violation reporters will be kept confidential. However, there is no guarantee that phone complaints or anonymous written complaints will be considered for any type of action.

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IN WITNESS WHEREOF, declarant has executed this Amendment To Declaration Of Covenants, Conditions And Restrictions Terrebonne Estates On May 15, 2007.

TERREBONNE ESTATE HOMEOWNERS ASSOCIATION

By



Kathleen Kane Boyce

Its: President

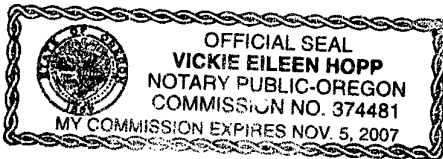
STATE OF OREGON)
)
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 15th day of May, 2007, by Kathleen Kane Boyce, President of the Terrebonne Estates Homeowners' Association on behalf of the Association.



Notary Public for Oregon

My Commission Expires: 11-5-2007



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