

P.O. Box 506
SISTERS OK 97757

96-21515

412 - 2332

TRAPPER POINT HOME OWNERS ASSOCIATION

Declarations, Restrictions, Protective Covenants and Conditions, of the Trapper Point Development

It is hereby agreed by unanimous vote of the property owners located on Trapper Point Road to organize and adopt the CC&R's set forth in the CC&R's that were published October 2, 1980 by the developer.

The Trapper Point Home Owners Association's primary purpose is to protect the interests of the owners and fairly distribute the expenses of the road maintenance, grading and snow removal when needed.

Now therefore, it is hereby declared that the Trapper Point Homeowners Association impose the following restrictions and limitations upon the ownership use and occupancy of the foregoing described real property as Trapper Point

(1) LAND USE AND BUILDING TYPE. All lots are restricted to residential; use and to single family dwellings. There shall be no more than (1) detached single family dwelling, two detached garages, one (1) detached barn, or outbuilding incidental to residential use, erected, altered, placed or permitted to remain on any one. No lot may be parcelled.

No trailer, mobile home tent, shack or other structure shall be erected, altered placed or permitted to remain on any lot or lots other than one (1) detached single family dwelling, two detached garages, one (1) detached barn, or outbuilding incidental to residential use; however a suitable constructed building not to exceed 800 square feet in area not to exceed one story in height, may be erected for servants and/ quest quarters. No trailer, mobile home, basement, tent, shack garage or other type of building shall at any time be used as residence, either temporarily or permanently. No building or any part thereof shall be erected maintained or used on said premises for flats, apartments, manufacturing or commercial purposes. No building shall be moved on any lot unless it meets the requirements herin set forth. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. Parking of heavy duty vehicles on lots or road shall be deemed a nuisance. The use of snowmobiles or motorcycles or other powered vehicles is expressly forbidden on any lot. such vehicles must be stored or screened from sight.

(2) **DWELLING SIZE.** Any dwelling shall contain a minimum of 900 square feet of enclosed first 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 areas 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 a later date without any structural changes being made in the exterior of the residence.

(3) **BUILDING HEIGHT:** Shall not exceed 35 feet or 2 1/2 stories which ever is lower.

(4) **SETBACKS.** No structure may built within one hundred (100) feet of the North line of lots 1,2,3, and 4, Block 1, Trapper Point. All setbacks must conform to minimum requirements of Deshutes County.

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

(6) **FENCES AND LANDSCAPING:** All fences and corrals must be of the same material, design and color, namely peeled pole fences or split rail fences. No fence, hedge or barrier located on building site shall have a height greater than six (6) feet above the finished grade surface on which located.

(7) **MISCELLANEOUS,** Garbage cans, Hanging or drying clothes, boats, camp trailers, motor homes, snowmobiles, motorcycles, or any vehicles that are in the process of being overhauled, shall not be visible from any other lot.. Dumping of trash will be prohibited.

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

(9) **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.

(10) **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 10" X 24" (inches), limited to the name and address and phone number. of the owner..

(11) **DESIGN COLOR AND USE OF MATERIALS.** The external design of the residences are expected to harmonize with each other. All out buildings and garages are to be of the same material as residences. Barns can be of distinctive barn design but should use the same materials as the other buildings on the lot. Exterior lighting must be controlled so as not to disturb residents of adjacent properties.

(12) **ANIMALS.** No goats, swine or peacocks shall be kept on any part of said property. no dogs, cats, livestock, horses or fowl shall be kept, bred or maintained for any commercial purposes.

(13) **EASEMENTS.** For installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot.

(14) **ARCHITECTURAL CONTROL.** No building or fence shall be erected placed or altered and remodeled on any of the lots inclusive in the development until building plans, specifications and plot plans showing the location of such buildings have been approved by the home owners association for conformity and harmony of external design and existing structures in the area and to location of the building with the respect to property and building setback lines. The property owner is responsible for sound construction and adherence to State and County codes.

(15) 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 twenty five (25) years.

(16) **ENFORCEMENT.** If the parties hereto, or any of them or their assigns, or any one claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Trapper Point, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or obtain other relief for such violation.

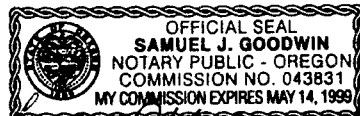
(17) **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions and covenants herein contained and they shall remain in force and effect.

TRAPPER POINT HOME OWNERS ASSN.

By

Josh White
Secretary- Treasurer

Page 3. May 1 1996



Samuel J. Goodwin June 13, 1996

May 1, 1996

**TRAPPER POINT
HOME OWNERS ASSOCIATION**

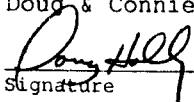
412 - 2335

The signing of the majority of Trapper Point owners on this document activates the Trapper Point Home Owners Assn. The Covenants, Conditions & Regulations previously in affect are then re-instated. The association agrees that uncontested -ed variances to these CC&R's prior to April 1, 1996 are approved and permitted.

Gene & Sharon Chrisman

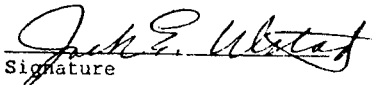
Signature

Doug & Connie Holly



Signature

Jack & Donna Ulstad



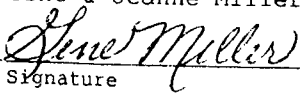
Signature

Dennis & Joan Kizziar



Signature

Gene & Jeanne Miller

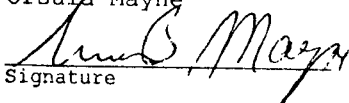


Signature

Roy & Toni Schelke

Signature

Ursula Mayne



Signature

Scott & Alice Stigum

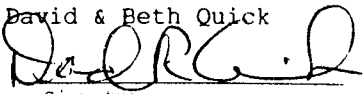


Signature

Don & Karen Berry

Signature

David & Beth Quick

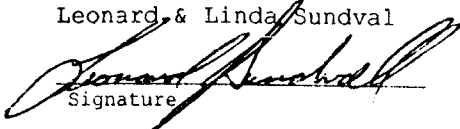


Signature

Duane & Marion Lee

Signature

Leonard & Linda Sundval

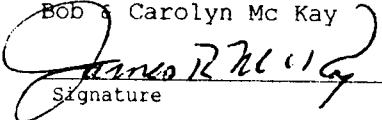


Signature

Charles W. Wirt

Signature

Bob & Carolyn Mc Kay



Signature

Gary & Heather Garrison

Signature

TBA

Signature

412 - 2336

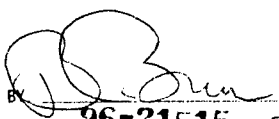

412 - 2336

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:

96 JUN 13 AM 11:59

MARY SUE PENHOLLOW
COUNTY CLERK

BY  DEPUTY
NO. 96-21515 FEE 
DESCHUTES COUNTY OFFICIAL RECORDS