

VOL: 2000 PAGE: 11984
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



*2000-11984 * Vol-Page

Printed: 03/28/2000 15:26:13

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received
and duly recorded in Deschutes County records:

DATE AND TIME: Mar. 28, 2000; 3:25 p.m.

RECEIPT NO: 18871

DOCUMENT TYPE: Planned Community
 Subdivision Amendment

FEE PAID: \$61.00

NUMBER OF PAGES: 7

A handwritten signature in cursive script, reading "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

After recording return to:
T.M. Pete Enterprises, Inc.
PO Box 9461
Bend OR 97708

2000-11984-1

AMENDED 03-28-00

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
PREVIOUSLY RECORDED ON 12-03-98 BOOK 524-2046
FOR
TRES JOLIE

A Subdivision of Deschutes County, Oregon

TO READ AS FOLLOWS:

Owner and developer, T.M. PETE, ^{/ENTERPRISES, INC., an Oregon corporation} being the sole party having an interest in the portion of Section 20, Township 17 South, Range 14 East of the Willamette Meridian, platted and filed of record as TRES JOLIE, Deschutes County, Oregon, does hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Conditions, and Restrictions (CC&Rs).

ARTICLE I
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 Committee (Architectural Control Committee) as to quality of workmanship and **FIRE RESISTIVE** 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 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:

Protective Covenants, Conditions and Restrictions

- A. Minimum Size. No residence of less than 1400 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 5-in-12 pitch and be covered with CLASS A FIRE RESISTIVE composition shingles, no wood shake or shingle roof will be allowed.
- C. Exterior Walls and Trim shall be of FIRE RESISTIVE MATERIALS (manufactured wood products such as fiberboard, masonite, etc., are considered acceptable). Color samples will be submitted with plans for approval. Paint or heavy body stain is acceptable.
- D. Building Height. No building may be erected over 30 Feet in height measured from the natural contour of the ground.
- E. Exterior Lighting will be of a type and so placed as to eliminate glare and annoyance to adjacent property owners and passersby. All lighting will be indirect. No bulbs or glass shall be exposed.
- F. Fire Protection:
- (1) General: NFPA BOOKLET-1, and NFPA 1231 attached, contain minimum guidelines for fire protection within the subdivision and will be enforced through these CCR's.
 - (2) Fuel Breaks: Defensible space area 45 to 60 foot minimums surrounding the dwellings and principle structures.
 - (3) Fuel modification area: 140-200 additional feet surrounding the the defensible area.
 - (4) Dead fuels: All dead fuels, except for one or two down logs per area should be removed. Live brush topped at 12-15" in open and extensive areas.
 - (5) Automatic Fire Sprinklers: All homes constructed within the subdivision will contain an automatic fire sprinkler system similar to the illustration in the packet provided.

SECTION 3. USES PROHIBITED WITHOUT THE CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE. Unless the Architectural Control 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, 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. 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.
- D. No building, whether intended for use in whole or in part as a main residential structure, or for use as garage or other outbuilding, shall be moved upon the premises unless it is (structurally) aesthetically compatible (to) with the existing buildings in the subdivision.
- E. No used materials (except for used brick, see 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 Architectural Control Committee consent is required, the following provisions shall apply:

- A. Material Required to be Submitted. Where consent must be obtained by lot owners, the owner must submit plans, specifications, and other materials the Architectural Control Committee determines to be necessary to enable it to evaluate the proposal at least thirty (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 thirty (30) days granted it in Section 5A, the Architectural Control Committee shall conclusively be deemed to have consented to the proposal.
- C. Improvements. The Architectural Control Committee shall have the sole power to judge the suitability of any improvement within the subdivision. Any decision by the Architectural Control Committee shall be final and binding on all affected owners and all other owners in the subdivision unless an owner proves that the Architectural Control Committee's decision was a product of fraud, bad faith or failure to exercise honest judgment.
- D. 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 Architectural Control Committee.

ARTICLE II

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. 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. See Paragraph 2F.

Protective Covenants, Conditions and Restrictions

SECTION 3. MOBILE HOMES, CAMPERS, TRAILERS. No mobile homes, campers, trailers may be used as residences.

SECTION 4. 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 5. 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.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP

SECTION 1. THE ARCHITECTURAL CONTROL COMMITTEE. The following are duly elected to serve on the Architectural Control Committee:

Tenos M. Pete
P.O. Box 9461
Bend, OR 97708

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 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.

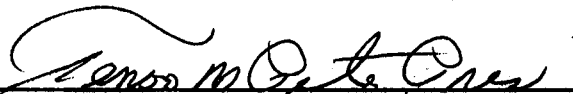
SECTION 3. ENFORCEMENT. The Architectural Control Committee shall have the sole right in the event any property within Tres Jolie subdivision is not adequately cared for to notify the negligent party of the condition in writing; if significant action is not commenced by the negligent party to correct the matter within ten (10) days of such written notification, then the Architectural Control Committee may, at its sole

discretion, hire the 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 Tres Jolie 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. The Architectural Control Committee shall have the exclusive right to enforce these covenants in law or in equity.

- 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.** At the time Tres Jolie is completely built on, the Architectural Control Committee will change from T.M. Pete. to three (3) homeowners from each phase (which will be decided by majority of homeowners) who will oversee and enhance all of the above CC&Rs.
- SECTION 6.** In the event suit is instituted to enforce or interpret any of the terms of this document, the prevailing party shall be entitled to recover from the other party such sum as the Court may determine reasonable as attorney fees at trial or on appeal in addition to expert witness fees, deposition costs, and all other sums provide by law.
- SECTION 7.** The Architectural Control Committee has the right to adopt supplemental Architectural Control Committee rules in conformance with this document.

Dated: March 28, 2000

T.M. Pete Enterprises, Inc.

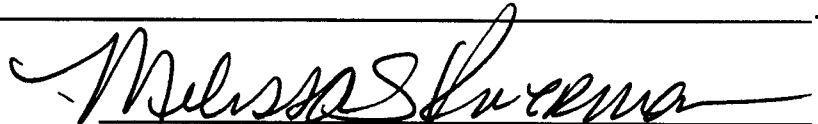
By: 
Tenos M. Pete, President

2000-11984-7

STATE OF OREGON
County of Deschutes

} ss.

This instrument was acknowledged before me on this 28 day of March, 2000
by Tenos M. Pete as President of T.M. Pete Enterprises, Inc., an Oregon corporation



Notary Public for Oregon

My commission expires: _____

