

32034

DECLARATIONS
RESTRICTIONS
PROTECTIVE COVENANTS
AND
CONDITIONS
FOR
VALHALLA HEIGHTS

Deschutes County, Oregon

This Declaration made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner of certain real property in the County of Deschutes, State of Oregon, hereinafter referred to as "Said Property", more particularly described in the attached Exhibit "A"; and

WHEREAS, Declarant desires to subject said property to certain protective covenants and restrictions for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of said property is and shall be held and conveyed upon and subject to the conditions, covenants and restrictions hereinafter set forth. These covenants, restrictions and conditions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants and restrictions shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

ARTICLE I

DEFINITIONS

Wherever used in this Declaration, the following terms shall have the following meanings:

- 1.1 "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be hereafter brought within the jurisdiction of the Association by recorded Declarations in the manner hereinafter set forth.
- 1.2 "Lot" shall mean any numbered plot of land shown upon any recorded subdivision plat of said property, or subdivided parcels of any such plat.

- 1.3 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot situated upon said property, or a contract purchaser if his record owner retains title merely to secure an obligation.
- 1.4 "Roadway" shall mean any street, highway, or other thoroughfare as shown on the recorded plat of said property.
- 1.5 "Architecture Review Committee" shall mean the committee appointed pursuant to the provisions of Article IV herein.

ARTICLE II

SUBJECTING ADDITIONAL PROPERTY TO THIS DECLARATION

- 2.1 At any time before January 31, 1999, Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property in future stages of development if such additions are in accord with the general plat of the development of Valhalla Heights.
- 2.2 Method of making additions: Additions authorized under this article shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to additional property. Such additional declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property. In no event, however, shall such supplemental declaration revoke, modify, or add to the covenants established by this Declaration with respect to said property.

ARTICLE III

RESTRICTIONS ON USE OF PROPERTY

- 3.1 Each lot shall be used for single family residential purposes only.
- 3.2 No building or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architecture Review Committee as to design, materials, and location with respect to topography and finished grade location. Approval shall be as provided in Article IV herein.

- 3.3 All driveways must be composed of asphalt or concrete.
- 3.4 The floor area of the constructed residence shall be not less than 1400 square feet exclusive of one story porches and garages.
- 3.5 Set back lines shall be not less than 25 feet from the front line and 10 feet from side or back lot lines to any structure upon the lot with the exception of a fence the height, location and materials to be approved by the Architecture Review Committee.
- 3.6 All owners must comply with the laws and regulations of the state of Oregon, county of Deschutes, and any municipality applicable to fire protection, building construction, water, sanitation and public health.
- 3.7 The cutting and removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property. Such cutting or removal must be approved by the Architecture Review Committee.
- 3.8 No swine, horses, cows, turkeys, geese, chickens, ducks, pigeons, goats, rabbits, hares, or other animals usually termed "farm animals" or "poultry" shall be kept or allowed to be kept on any lot. No commercial dog raising or cat raising, whether or not such constitutes the operation of a kennel within the meaning of any county or municipal ordinance, shall be conducted on said property.
- 3.9 All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clotheslines and other service facilities shall be screened from view from neighboring lots.
- 3.10 Each lots and its improvements shall be maintained in a clean and attractive condition and in good repair.
- 3.11 Parking of recreational vehicles is not permitted on the street or in front of residences. Such vehicles must be parked behind houses or on said yards.
- 3.12 All homes and other buildings shall be roofed with wooden shakes or tile.
- 3.13 The use of wood stains in lieu of paints will be encouraged. Bright paint exteriors, other than in trim or in accent panels, will not be permitted. All front yards shall be landscaped within one year after exterior construction is finished.

- 3.14 No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done which shall or may become an annoyance or nuisance to the owners of said property.
- 3.15 Any work in constructing or erecting any building or other structure or improvement shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein.
- 3.16 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- 3.17 On those lots which abut on the rear against Mt. Washington Drive, Declarant will construct on the rear lot line a fence of a height of six feet, finished in a natural or soft tone natural color which will blend into the landscape. The purchasers of these lots shall have the duty at their expense to maintain said fences in good condition.
- 3.18 Each lot purchaser shall as soon as the service is available hook up to the city sewer system. In so doing, each lot purchaser shall pay the cost of extending a sewer line from his home to the collection system and shall pay such hook up charge as the City may impose.

ARTICLE IV

ARCHITECTURE REVIEW COMMITTEE

- 4.1 The Architecture Review Committee will be responsible for the approval of plans and specifications for the development of any building, structure, or other improvements on any lot.
- 4.2 The Architecture Review Committee shall consist of three members, and shall initially be composed of Harold Marken, Walt Marken and Peter Wick. A majority of the committee may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee or its designated representative shall be entitled to any compensation for services performed by said members. In the event that the deaths or resignations of all members of the committee shall occur without successors having been appointed, the majority of the owners shall have full power to designate successors.
- 4.3 Except as otherwise provided herein a majority of the Architecture Review Committee shall have power to act

on behalf of the committee without the necessity of a meeting and without the necessity of consulting the remaining members of the committee. The committee may render its decisions only by written instrument setting forth the actions taken by the members consenting thereto.

- 4.4 In the event the committee, or its designated representative, failed to approve or disapprove plans and specifications within 30 days after the same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, approval will not be required and these provisions shall be deemed to have been fully complied with.
- 4.5 Consent by the Architecture Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
- 4.6 Neither the Architecture Review Committee nor any member thereof shall be liable to any owner for any damage, loss, prejudice suffered or claimed on account of any action or failure to act on the committee or any member thereof, provided that only the members, in accordance with actual knowledge possessed by him, has acted in good faith.

ARTICLE V

GENERAL PROVISIONS

- 5.1 Any owner or the owner of any recorded mortgage upon any of said property shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 5.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.
- 5.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration,

their respective legal representatives, heirs, successors and assigns for a term of 25 years from the date this Declaration is recorded, after which such covenants shall be automatically extended for successive periods of ten years. Any of the covenants and restrictions of this Declaration, except the easements herein granted, shall be amended during the first 25 years by a vote of at least 75 percent of the owners. All such amendments must be recorded in the appropriate Deed Records of Deschutes County, Oregon to be effective.

5.4

Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives. Failure by Declarant or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or covenants herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, the owner of all said property has hereunto caused these presents to be executed this 17 day of April, 1978.

MARKEN & WICK, II

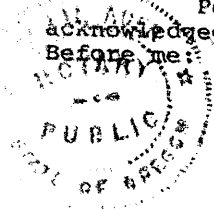
By Harold Marken
HAROLD MARKEN

By Walt Marken
WALT MARKEN

By Peter Wick
PETER WICK

STATE OF OREGON, County of Deschutes, ss:

Personally appeared the above named HAROLD MARKEN and acknowledged the foregoing instrument to be his voluntary act.



Danna Oger
Notary Public for Oregon
My Commission Expires 5-28-78

STATE OF OREGON, County of Deschutes, ss:

Personally appeared the above named WALT MARKEN and acknowledged the foregoing instrument to be his voluntary act.



Kurt S. Williams
Notary Public for Oregon
My Commission Expires 1-4-82

STATE OF OREGON, County of Deschutes, ss:

Personally appeared the above named PETER WICK and acknowledged the foregoing instrument to be his voluntary act.
before me:



Kurt S. Williams
Notary Public for Oregon
My Commission Expires 1-4-82

32034

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 23 day of May A.D. 19 78 at 4:32 o'clock P. M., and recorded in Book 274 on Page 352 Records of Deschutes

ROSEMARY PATTERSON
County Clerk
By Dennis Patterson Deputy