

## COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

## WARRINGTON ADDITION

The undersigned, being the record owners and parties in interest (hereinafter "grantors") of all the following described real property located in the County of Deschutes, State of Oregon.

WARRINGTON ADDITION located in the East 1/2  
Southeast 1/4 of Section 3, Township 18 South,  
Range 12 East, WM, Deschutes County, Oregon

do hereby publish and declare that the following terms, covenants, conditions, easements, restriction, uses limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to any and all grantors or grantees, successors, or assigns, and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

NOW, THEREFORE in consideration of the Warrington Addition having been subdivided into seven residential lots and in consideration of grantors/developers having conveyed one or more of the lots within said subdivision to grantee(s) the parties agree as follows:

1. LOTS No lot shall be divided into smaller parcels except with approval of the other grantees under this agreement, and in compliance with prevailing statutes, ordinances or administrative rules of the governing city, county and land use commission; in no event shall any parcel be less than one-half the original size of the parcel as on the recorded plat.

2. TYPE OF BUILDING All lots in this subdivision shall be known and described as residential lots exclusively to include single level and split level dwellings with basements if desired. \*Also two story on approval by 70% of property owners. No mobile homes or trailers may be constructed or used as a residence. Two car attached garages shall be standard.

3. LIVING AREA No residence shall be constructed with less than 1350 square feet of living area. For the purposes of measurements for compliance with this restriction, Grantor reserves the right to approve a proposed plan with less than the required square footage, which reservation shall have no effect upon the common scheme or the remainder of these covenants.

4. APPROVAL OF PLANS Prior to the start of construction of a residence upon one of the lots, builder's plans must be approved by the developer, its duly authorized agent or assigns, and detailed plans and specifications shall be submitted to the developer; and approval shall be in writing in order to maintain a quality of workmanship and materials; the dwelling cost and quality shall also be subject to approval by the developer in writing.

5. CONSTRUCTION COMPLETION No more than six months construction time shall elapse for the completion of a permanent dwelling once construction has begun. Any work in constructing or erecting any building or other structure or improvement shall be diligently pursued from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained herein. \*No construction activity shall take place on Sundays or after 7 p.m. weekdays.
6. TEMPORARY STRUCTURES Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever, are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. This shall not prevent temporary buildings used by contractors or developers in construction work which shall be removed from the premises upon completion of the building.
7. ROOF RESTRICTIONS Shall be shake roof or Architect 80 fiberglass. \*Maximum roof pitch shall be 7" to 12". Minimum shall be 4" to 12".
8. LANDSCAPING All front yards shall have been landscaped in a professional manner within nine months after exterior of residence is finished. No less than 30 percent of the front yard is to be in grass, the rest to be natural with predominately evergreen shrubs and trees and disease-resistant deciduous trees used as the additional landscape materials.
9. DRIVEWAYS All driveways must be composed of concrete or asphalt and shall have a minimum width of twelve feet. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.
10. SERVICE OUT BUILDINGS Out buildings which are strictly incident to a private residence shall be permitted; such buildings to be a reasonable size in relation to the dwellings on the lot and other dwellings of the subdivision.
11. VIEW The height and overall size of improvements or imported vegetation and trees on a lot shall not materially restrict the view of other lot owners. \*All existing trees on subdivision shall remain as is.
12. UTILITIES No above-ground utilities, pipes, delivery poles or wires shall be used to connect improvements with supplying facilities.
13. SETBACKS All proposed buildings must meet minimum county setback requirements from any road or lot line.
14. FENCING Fencing will be permitted but to be no higher than 72" and such fencing must comply with any and all specifications of Deschutes County for residential purposes.
15. TELEVISION No device other than an antenna or satellite disc for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any of the lots, houses, or buildings constructed in the subdivision. Television antennas may be attached to the house. Location shall be restricted to the rear of the roof line. Satellite disc shall be restricted to the rear part of the property.

16. GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. PETS No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, pets and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

18. LIGHTING Moderate exterior lighting shall be allowed.

19. MOTOR VEHICLES AND TRAILERS Automobiles and light duty trucks may be operated on the property in the project; commercial vehicles weighing in excess of one ton, and any non-operational motor vehicle shall not be parked on the property or roadway. Trailers, truck campers, boats, boat trailers, snowmobiles or other off-road vehicles shall be stored, to the extent possible, from view from a road or neighboring lots.

20. DISCHARGE OF WEAPONS No person shall fire or discharge any gun or any weapon, including spring or air-activated pellets, guns or weapons which propel projectiles by use of bow, sling, explosive or jet-air rocket propulsion.

21. NUISANCE No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or a nuisance to the neighborhood.

22. EASEMENTS There shall be reserved to the grantors, grantees, heirs and assigns and any and all future owners of any lot the existing easements of record, and any easement along existing roads or waterlines and other utilities for the benefit of all lots.

23. TERM The 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 (20) years from the date these covenants are reported, after which time said covenant shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

24. ENFORCEMENT The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages, or both, by the owner or owners, of any of the above-described lands, their and each of their legal representatives, heirs, successors and assigns; and a failure, either by the owners named or their legal representatives, successors and assigns to enforce any of the conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

25. ATTORNEY FEES Should suit or action be instituted after written demand for the discontinuance of a violation of these restrictions and covenants, and any failure to comply with said demand within a reasonable time, requiring any parties subject to this agreement to litigate to enforce any rights granted hereunder through any judicial proceedings, the prevailing party shall be entitled to attorney fees and costs at trial and on any appeal.

26. ARBITRATION In the event of a dispute between any parties to this agreement, such dispute may be arbitrated if mutually agreed between or among the parties to the dispute. The arbitration shall be commenced by the mutual agreement in writing, each party shall choose one arbitrator to represent their interests; the arbitrators shall in turn agree upon a third person to act as an "unbiased" arbitrator in order to decide the dispute. The "unbiased" arbitrator's decision shall be binding as though rendered by a court of law, and the decision shall be binding on all parties.

27. SEVERABILITY Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment, or decree, shall in no way effect any of the other remaining provisions hereof which shall continue to remain in full force and effect.

28. AMENDMENT These covenants, conditions and restrictions may be amended by obtaining written approval of the proposed amendment by the owners of 70 percent of the lots. Each lot shall be entitled to one vote.

\*NOTE: Marked and underlined (\*) statements represent changes to original for amendment August 16, 1989.

IN WITNESS WHEREOF, the owners/grantors of Warrington Addition have caused this instrument to be executed for recording as the protective Covenants, Restrictions and Conditions for Warrington Addition this 12<sup>TH</sup> day of September, 1989.

GRANTORS:

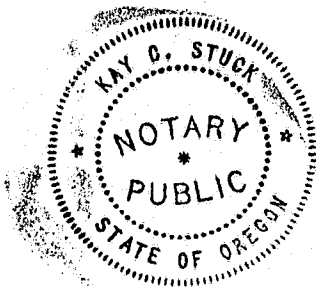
*Ernest Warrington*  
*Thelma Warrington*

GRANTEES:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON     )  
                              ) ss.  
County of Deschutes )

SUBSCRIBED AND SWORN TO before me this 12<sup>TH</sup> day of September 1989.



*Kay C. Stuck*  
Notary Public for Oregon

My Commission Expires: 8-21-91

199 - 2752

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:

90 JAN -2 PM 1:28  
MARY SUE PENHOLLOW  
COUNTY CLERK

✓ Ernest Washington  
61772 Pettigrew Rd  
Bnd 97702

BY. P. Lock DEPUTY

NO. 90-00077 FEE 25  
DESCHUTES COUNTY OFFICIAL RECORDS