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THE COURSE OF STREET AND STREET THE STREET STREET

THE ALL SEE AT THESE PRESENTS: That the understood N. R. L. Company | Loc. | We Disgon componition, the owner of Modellies Banks, does bereig shollers that said projecty and the sholls thereof that I be subject to the following covenants, conditions, and rest limb which sight run with the tank and be for the benefit thereof to-wit:

ARTICLE I

ARCHITECTURAL CONTROL CONNITTEE

Section 1. Architectural Jositrol Committee. An Architectural Control Committee is benefit established. It shall consist of three asserts, and shall initially be composed of Oscar J. Hurray, Gorden H. Ramiali, and L. A. Saurens. A majority of the Committee may designate a perfecentative to act for it. In osse of the death or resignation of any member (s) of the Committee the remaining members (s) shall have full authority to designate a successor (s). Neither the sembers of the Committee or its designated representative shall be entitled to any compensation for services performed by such member. In the event that the deaths or resignations of all members of the Committee shall become mithemst successors having been appointed, the owners shall have full power to designate successors. The Committee's approval or disapproval as required herein shall be in writing.

- Section 2. <u>Uses Prohibited Without the Consent of Conmittee</u>. Unless the 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 piace on a permanent busis for trailers, truck empers, boats, boat trailers, snownobles, or other off-road rebusies.
- (n) as a place to raise doncetic animals of any kind except for mornes and a reasonable number of household pets, which are not kept, west, realised for commercial purposes and are not a nulcance to other one to
- () while place to burn trach, cuttings, or other items with the exception of barbeous firse.

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- (d) We sale of subdivided sections of tracts as platted unless also approved by Deschutes County.
- (a) Fecond dwelling in the nature of guest houses
 persited when take numerally and occupied by either employees or
 relatives of numer.
- (f) Service outbuildings, including tackrooms and stables permitted.
- (g) Except for single strand electric fences, no netal fences permitted.
- Section 3. The Committee way make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.
- Section 4. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules..
- 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 acquired by lot owners or any association of owners from the Architectural Control Committee, plans, specifications, and other material 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) Architectural Control Committee Discretion and Guidelines. The Architectural Control Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular lot or incompatible with the quality and high design standards of woodside Ranch. Considerations such as color, design, view, affect on other lots, disturbance of existing terrain and vegetation and any other factor of which the Architectural Control Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposal.

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- (c) Failure to Act. In the event the Architectural Control Committee fails to remier its decision of the respect to any proposed work within the 30 days granted it in Section 5 (a) the Committee shall conclusively be deesed to have consented to the proposal
- (d) Effective Period of Consent. Architectural Control Committee consent shall be revoked one year after issuance unless the rout has been commenced or the owner has applied for and received an extension of time from the Architectural Control Constitue.

ARTICLE LI

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Palvate Areas. Each owner shall be antitled to the exclusive use and berefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Construction are Alterations of Improvements in Private Areas. No person, association, or owner shall construct or reconstruct any improvement on any lot or alter or refinish the exterior of any improvement on any lot, wike any change in any lot, whether by excavation, fill, alteration of existing drainage, or the cutting or removal of vegetation, shrubs, or trees, install a utility, outside antenna, or other outside wire on a lot unless such person, association or owner has first obtained the tonsert thereto of the Architectural Committee or such changes are made in accordance with the published rules of the Architectural Control Committee. The Architectural Control Committee will be beavily influenced by the "Suggested Building and access trees" found in each les description given to the buyer at time of sale.

Section 3. Maintenance of Lots. Back lot and its improvements small be maintained in a clean and attractive condition, in good repair, and in such fashion as not to meate a fire hazard.

Section 4. Type of Building. No building other than . family dwelling for private use may be constructed on any lot. No mobile home or trailer say be used as a residence.

Section 5. Temporary Structures. Temporary structures which have been approved by the Architectural Control Committee shall be permitted on a lot during the period of construction of a dwelling house. Hewever, any such temporary structure shall be removed within 30 days after completion of the dwelling house or one year after the date upon which the temporary structure was erected, whichever occurs first. Fersons may rustile on a lot during construction only in these approved structures.

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Section 6. Appearance. All garbare, trash, cuttings, refuse, refuse or parkers containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be sureened from view from neighboring lots and posmon areas in a manner approved by the Architectural Control Committee.

Section 7. Signs. He signs shall be placed or kept on a lot other than a mignification of a matural wood material with black lettering stating too rame of the compant and/or the lot, if any, and the address. Only signs provided by the Sommittee shall be used to advertise a unit for sale.

Section 8. <u>Utilities</u>. Ho above-ground utilities, pipes, or wires thall be used to connect improvements with supplying facilities.

Section 9. Offensive or Commercial activities. No offensive or commercial activity 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, common areas within or private recreational areas.

Section 10. <u>View.</u> The height of improvements or vegetation and trees on a lot small not materially restrict the view of other lot owners. The Architectural Control Committee shall be the tole judge of the suitability of such heights. If the Architectural Control Committee determines there is such restriction in the view of other lot owners, written notice shall be delivered to the offending owner. If after 30 days the improvement, vegetation, or trees are not removed or reduced in height as directed by the Architectural Control Committee, the Committee shall enter the offending lot, complete the removal or reduction, charging the owner of the lot the reasonable cost for work done. This section is not to be read as justification to create views not present when the lot was originally purchased.

Section 11. Independent Mater System Prohibited. Independent water wolls and systems are prohibited without the consent of the Committee.

Section 12. Parking. A minimum of two parking places must be provided for each lot and must meet the standards set by the Architectural Control

Section 13. <u>Lighting</u>. We exterior lighting or noise-making devices shall be installed or maintained on a lot without written Architectural Control Committee consent.

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Section 16. Planting. He trees, shribs, or older regetation shall be planted on a let or removed therefore sittless written Architectural Control Committee consent or in accordance with published rates of the Architectural Control Committee.

ARTICLE III

COMMAN PROVISIONS

Section 1. Term. The corresponds are to be run with the land and shall be binding on all parties and all persons claiming under them for a partie of 30 years from the date these coverants are recorded, after which time said covenants shall be automatically attended for successive periods of 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 1 rt.

Eartien 2. Inforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to Violate any covenant sither to restrain violation or to recover damages and may be brought by any property owner in the Addition.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order small in no wise affect any of the other provisions which shall remain in full force and effect.

MANN this lith day of July, 1973.

H. H. S. FORDARY ISC.

Total Angle Students

By S. STOLOGY-H. RESIDENT

STATE OF OREGON | ss.
County of Deschutes | day of July |, 19 73 |, before my,

County of Describes day of July 1973, before me, Joraid & Cloringer, a Notary Public for Oregon, the undersigned differ mishability depended L. A. Swarens and Gordon H. Randall, President and Sentatory, respectfully, of M.R.S. COMPANY, Inc., an Oregon corporation, known in mertips subjectivity proven) to be the persons whose names are enbackbod to the with a intervented enhancement enhancement enhancement and they executed the same for the purposes therein contained.

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