

BUILDING AND USE RESTRICTIONS  
FOR  
WOODY ACRES, DESCHUTES COUNTY, OREGON

JOHN H. McDONALD and LOLA M. McDONALD, husband and wife, and WAYNE D. BAILEY, are the sole owners of the platted subdivision known as WOODY ACRES located in a portion of Section Thirty-One (31), Township Fourteen (14) South, Range Thirteen (13) East of the Willamette Meridian and also a portion of Section Thirty-Six (36), Township Fourteen (14) South, Range Twelve (12) East, Willamette Meridian, Deschutes County, Oregon.

In order to provide for the orderly development and to enhance and protect the value, desirability and attractiveness of Woody Acres, the above named Owners, do hereby, and by these present subject said premises, and the whole thereof, to the following Building and Use Restrictions:

1. Not more than one single-family dwelling not to exceed two stories in height, excluding the basement or daylight basement; not more than one three-car garage or carport; and such other incidental buildings as may be or are used in conjunction with residential or agricultural use shall be constructed on any lot, the minimum square footage per single-family dwelling is 1200 square feet excluding garage, porches, patios or decking, unless a lesser number of square feet is unanimously approved by the Design Control Committee.
2. The above named Owners of Woody Acres shall from time to time appoint a Design Control Committee to insure that all buildings and improvements constructed in Woody Acres shall be consistent with the overall plan and design motif for Woody Acres. Purchasers of lots in Woody Acres shall not commence constructing, building, or altering any improvements on their lot or commence excavation thereof until:
  - (a) The purchaser of any lot has submitted to the Design Control Committee two complete sets of plans and specifications for any improvement in a form satisfactory to the Design Control Committee, showing so far as appropriate: (1) the size and dimensions of the improvement; (2) the exterior design; (3) the exact location of the improvement on said lot; (4) the location of driveways and parking areas; (5) the exterior finishing; (6) the scheme for drainage and grading; and (7) landscaping arrangement; and
  - (b) Such plans and specifications have been approved in writing by the Design Control Committee and a copy of such plans and specifications is finally approved, deposited for permanent record with said committee.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because the reasonable dissatisfaction of the Design Control Committee with the grading and drainage plan, the location of the structure, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alterations, the material used therein, the kind, shape, or type of roof proposed to be placed thereon, or because in the reasonable judgment of the Committee, the proposed improvement would be inharmonious or out of keeping with Woody Acres and the surrounding premises.

If within twenty (20) days of the submission of the plans and specifications to the Design Control Committee, Purchaser of any lot has not been notified in writing as to the acceptations or nonacceptations of the plans and specifications, then the plans and specifications shall be deemed to have been approved. The Design Control Committee's overall check list shall comply with all State and local building codes and other agencies having jurisdiction as well as being in compliance with good building practices.

3. These Building and Use Restrictions are in addition to the restrictions as shown on the recorded plat including setbacks.
4. All trees shall be left standing, with the exception of those needing removal for the purpose of improvement construction.
5. Any improvement or alteration constructed upon any lot shall be completed, including landscaping, within twelve (12) months after construction thereof has commenced.
6. All residences, outbuildings and improvements shall be continuously kept neat and orderly in appearance.
7. No mobile home or house trailer of any kind shall be placed upon any parcel at any time whatsoever.
8. No travel trailer, motor home, garage, basement, tent, shack, or other outbuildings constructed or placed on any portion of said premises shall at any time be used as a temporary or permanent residence. Provided, however, that a travel trailer or motor home may be on said premises and be used as a temporary residence by an owner for a period not to exceed twelve (12) months in duration during such time as a residence in conformance with these Building and Use Restrictions is being constructed or during the course of repairs to a residence constructed thereon which shall have been rendered not habitable due to any cause.
9. No swine or fowl shall be kept on said premises; and if the owner desires to have other livestock, said livestock shall be fenced so as not to be able to leave the individual lot. No purchaser of any lot shall permit livestock to be on the land of another without said other's consent. Any livestock maintained on said premises shall be maintained in such a manner so as not to create a nuisance or offensive condition to the owners of any other parcel.
10. No commercial business, offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No commercial advertising sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales.
12. All dwellings shall have an individual sewage disposal system installed in compliance with the requirements of the Deschutes County Health Department or any other agency having jurisdiction thereof.
13. No temporary improvements or structures shall be constructed on said premises.
14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in a sanitary condition at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### CONSTRUCTION AND EFFECT:

These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above described premises, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth, and in any suit or action, or on an appeal thereof, the prevailing party shall recover in addition to court costs a reasonable attorney's fee, to be fixed by the court at trial or on appeal if any.

These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until thirty (30) years from the date of recording this instrument, at which

time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreeable to change said covenants in whole or in part.

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 affect any of the other remaining provisions hereof which shall in such case, continue to remain in full force and effect.

EXECUTED this 22 day of Sept, 1978.

John H. McDonald  
John H. McDonald

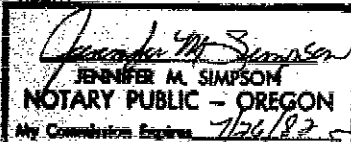
Lola M. McDonald  
Lola M. McDonald

Wayne D. Bailey  
Wayne D. Bailey

STATE OF OREGON, County of Deschutes ) ss.

9/22, 1978

Personally appeared the above named JOHN H. McDONALD and ~~Lola M. McDonald~~, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



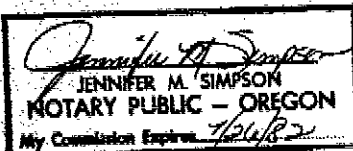
Before me:

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON, County of Deschutes ) ss.

9/22, 1978

Personally appeared the above named WAYNE D. BAILEY and acknowledged the foregoing instrument to be his voluntary act and deed.



Before me:

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

State of Oregon )  
County of Deschutes ) ss.

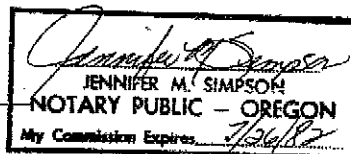
Dated: 9/22/78

Personally appeared, John H. McDonald, who being duly sworn (or affirmed), did say that he/she is the attorney in fact for Lola M. McDonald

and that he/she executed the foregoing instrument by authority and in behalf of said principal(s); and he/she acknowledged said instrument to be the act and deed of said Principal(s).

Before me:

Notary Public for State of Oregon  
My commission expires: \_\_\_\_\_



9482

STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 26 day of Sept A.D. 19 28 at 8:00 o'clock A M., and recorded in Book 283 on Page 998 Records of L. C. Clark

ROSEMARY PATTERSON

County Clerk

By Lucie H. Clark Deputy