

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MAJESTIC VIEW LANE HOMEOWNERS ASSOCIATION

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("covenants"), by a vote of majority of homeowners of Majestic View Lane in Crook County, Oregon, as recorded and filed in the Official Records of Crook County, Oregon, will supersede and replace the Declaration of Covenants, Conditions and Restrictions of Partition Plat 2000-41 MF 159408 recorded on March 28, 2001..

The following protective covenants are to run with the said land, and hereby bind said parties and all of their future grantees, assigns and successors to said covenants for their term, hereinafter said as follows:

1. The areas covered by these covenants are the eight (8) Lots that make up the Majestic View Homeowner Association, including any additions thereto by partition or subdivision. No owner of a parcel covered by these Declarations shall partition his property except in conformance with the laws of Crook County, Oregon. "Owner" shall be the owner of any lot or parcel recognized as a legal Lot of record by Crook County, Oregon.
2. No lot shall be used except for single family residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above its lowest visible point unless approved by the Architectural Review Committee ("ARC"). Notwithstanding the foregoing, a dwelling which may obstruct the view of the Cascade Range of another Lot in this plat shall have specific height approval by ARC prior to construction.
3. No improvement 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 ARC as to the location with respect to topography, view and finish grade elevation. The term "improvements" shall include, but not be limited to any building, outbuildings, fencing, signage, storage areas and all other structures viewed from the road within two hundred (200) feet of the road.

4. The present members of the ARC include Tom Weeks, Dave Bray and Larry Nathan. Correspondence shall be directed to Tom Weeks at P.O. Box 125, Powell Butte, Oregon 97753. The Owners may meet annually and elect an ARC of a size and composition as determined by the Owners. Annual meetings may be called at a location within the property with reasonable advance notice to all owners.
5. There shall be no trailers, mobiles, manufactured or modular home placed on the real property as residences or parked on any premises except recreational vehicles, used for outings and traveling.
6. All homes must be built on a cement foundation and erected on site. Any variation of the above would have to be approved by the ARC as set forth herein. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than eighteen hundred (1800) square feet for a one story dwelling or not less than twenty-two (2200) square feet living area for a dwelling if more than one story. No building shall be located on any lot nearer to the front line than three hundred (300) feet or nearer to the side line than three hundred (300) feet. No building shall be located nearer than three hundred (300) feet to an interior lot line. For the purpose of this declaration, eaves, steps and all porches shall be considered as a part of the building. In any event, if it becomes necessary for the ARC to require a greater setback to allow noninterference with nearby dwellings or Lots to maximize the view and use of said Lots, then the ARC may require the site plan to be amended to allow the maximum use of nearby Lots.
7. All fences must be compatible with the adjacent landscape and constructed in a workmanlike manner and may be no higher than six feet and shall not be woven wire, cyclone or barbed wire and must be at least three-hundred (300) feet from the roadside property line. In no event shall any fences interfere with the view and best use of the adjacent property, in no way obstruct the roadway view of the property.
8. Easements for installation and maintenance of utilities of drainage facilities are reserved as shown on the recorded partition plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or drainage of the real property. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or public utility company is responsible.

9. No home business is permitted the use of any vehicle other than personal auto. (No large trucks, trailers or other commercial vehicles are permitted.)
10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless the purpose and use of said building is specifically approved by Crook County, Oregon, for the purposes of temporary occupancy during the construction of a dwelling, not to exceed one year.
11. Any dwelling or structure erected or placed on any lot in this subdivision, shall be completed as to external appearance including finish paint within twelve (12) months from date of start of construction except for reasons beyond the control of the owner of said residence. In which case an extension may be permitted by the ARC.
12. No advertising signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than four (4) square foot for advertising the property for sale. Personal signage visible from the road shall be approved through the ARC.
13. Animals permitted for personal use only. No more than a combination of six (6) livestock per Lot, which includes a maximum of two (2) cows per Lot and a maximum of four (4) chicken or ducks per Lot. No fighting dog breed or dogs of vicious nature whether cross breeds or purebreds including but not limited to Pit Bull, Rottweiler, Wolf, Doberman Pinchers, Akitas, Chows, Malamute or Huskies. Any enclosures for animals shall be situated as far as reasonably possible from other residences. In addition, enclosures or corrals and buildings associated with animals are to be compatible with the residence and landscape and are to be maintained in such a manner that will not be offensive or obnoxious to the neighboring properties. No exotic animals or exotic fowl shall be permitted.
14. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage or other waste material, any such materials shall be kept 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. No Lot shall be maintained in a manner which causes a nuisance to neighbors.
15. No shooting ranges, target practice, trap shooting of any kind permitted. Discharging of firearms may be permitted in a safe manner.

16. No development operations or machinery or structures erected for the removal of any minerals or natural resources on any of the lots shall be permitted whatsoever.
17. Use of motorized recreational vehicles, such as dirt bikes, quads, three (3) wheelers is allowed within the three-hundred-twenty (320) acres. Off road vehicle race tracks or racing of any kind is prohibited. All off road vehicle use on the road shall comply with existing speed limits and laws.
18. Driveways shall be maintained so as not to produce unreasonable amounts of dust on neighboring properties.
19. Bare soil from excavations or caused by excavations shall be replanted to its natural state or otherwise provided with rock work, grass, shrubs or other covering that will adequately protect against erosion and restore the beauty complementary to the natural surroundings.
20. When an owner applies to the ARC for approval of plans and if the home is being built by a builder for re-sale then said plans should be submitted immediately to ARC.
21. The foregoing covenants, restrictions or conditions are deemed to be for the protection and benefit of the owners of the described real property and it is intended that any such person or persons shall have the right to prosecute such proceedings at law or in equity, may be appropriate to enforce the covenants, restrictions, and conditions herein set forth and in any suit or action, or an appeal thereof, the prevailing party shall recover in addition to court costs a reasonable attorney fee to be fixed by the court of appeal.
22. Invalidation of any of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
23. These covenants shall continue to remain in full force and effect at all times within respect to all property, and each part thereof, now or hereafter made subject thereto (subject however, to the right to amend as provided for therein) for a period of thirty (30) years from the date this Declaration is recorded. However, unless within one (1) year from the date of said termination there shall be recorded an instrument directing termination of the Declaration signed by owners of not less than two thirds of the lots than subject to this Declaration, as in effect immediately prior to the expiration, shall be continued automatically without further notice for an additional period of ten (10) years

thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of such period of covenants are terminated as set forth above in this section. These covenants may be terminated, extended, modified or amended, as to the whole or said property or any part thereof with a written consent of the Owners of two thirds of the Lots subject to these covenants.

24. These covenants may be amended by the Owners of the majority of the Lots. Amendments become effective when recorded in the Official Records of Crook County, Oregon signed and notarized by Owner of a majority of the Lots.

State of Oregon, County of ^{Deschutes} Crook) ss

This instrument was acknowledged before me on March 26th, 2010 by Thomas E. Weeks

Terril Hopper

Notary Public for Oregon

Commission Expires: 1/5/14



Thomas E. Weeks

Thomas E. Weeks

State of Oregon, County of ^{Deschutes} Crook) ss

This instrument was acknowledged before me on March 26th, 2010 by Linda M. Weeks

Terril Hopper

Notary Public for Oregon



Commission Expires: 11/5/14

Linda M. Weeks
Linda M. Weeks

State of Oregon, County of ^{Deschutes} ~~Crook~~) ss

This instrument was acknowledged before me on _____, 2010 by Daniel Bray

Diane E Sullivan
Notary Public for Oregon

Commission Expires: 8/21/10

David Bray
David Bray



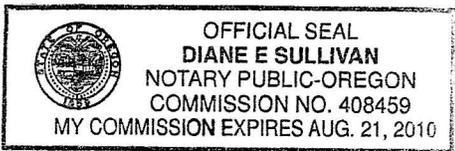
State of Oregon, County of Crook) ss

This instrument was acknowledged before me on March 22, 2010 by Charlia Bray

Diane E Sullivan
Notary Public for Oregon

Commission Expires: 8/21/10

Charlia Bray
Charlia Bray



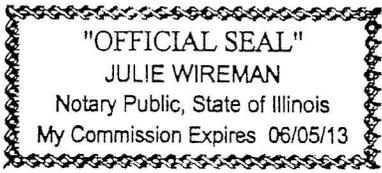
^{Illinois} ^{Kane}
State of ~~Oregon~~, County of ~~Crook~~) ss

This instrument was acknowledged before me on 04/8/10, 2010 by

Julie Wireman
Notary Public for ~~Oregon~~ ^{Illinois}

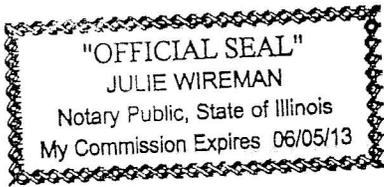
Commission Expires: _____

Ralph Hernandez
Ralph Hernandez



^{Illinois} ^{Kane}
State of ~~Oregon~~, County of ~~Crook~~) ss

This instrument was acknowledged before me on 04/08/10, 2010 by

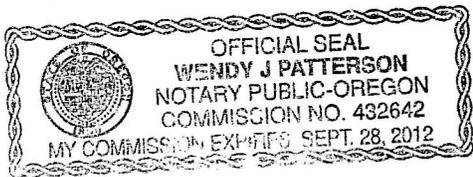


Julie Wireman
Notary Public for ~~Oregon~~ Illinois
Commission Expires: _____

Sunny Hernandez
Sunny Hernandez

State of Oregon, County of Deschutes (Crook) ss

This instrument was acknowledged before me on March 4, 2010 by

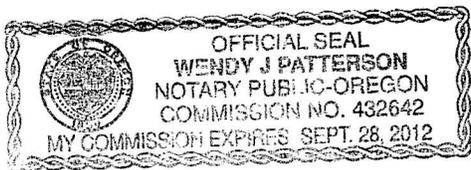


Wendy Patterson
Notary Public for Oregon
Commission Expires: September 28, 2012

William Gearhardt
William Gearhardt

State of Oregon, County of Deschutes (Crook) ss

This instrument was acknowledged before me on March 4, 2010 by



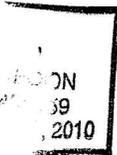
Wendy Patterson
Notary Public for Oregon
Commission Expires: September 28, 2012

Fe Gearhardt
Fe Gearhardt

State of Oregon, County of Deschutes (Crook) ss

This instrument was acknowledged before me on March 19, 2010 by Lawrence H. Natra

Donna E. J.
Notary Public for Oregon



Commission Expires: 8/21/10

Lawrence H. Nathan
Lawrence H. Nathan

District
State of Oregon, County of ~~Crook~~) ss

This instrument was acknowledged before me on MARCH 19, 2010 by Catherine A. Nathan

Diane E Sullivan

Notary Public for Oregon

Commission Expires: 8/21/10

Catherine A. Nathan

Catherine A. Nathan

