

Architectural Concepts

1. **DESIGN - STANDARDS**

1.1. Design and style of houses, buildings and structures. Houses, buildings and structures and improvements or alterations there to shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses and structures in the general area. All houses, buildings or structures erected, constructed, or maintained in Ironwood Estates Phase 2 subdivision shall comply in all respects with the provisions of this declaration and building codes, ordinances and regulations including, but not necessarily limited to, ordinances of the City of John Day, Grant County and the State of Oregon. The following standard shall apply to and be enforced for any building or structure erected or maintained in the Ironwood Estate Phase 2 subdivision.

1.2. House Standards.

1.2.1. Minimum size: The ground floor area of any one-story house, excluding open porches, decks and garage, shall not be less than 1525 square feet. The ground floor area of any two-story house, excluding open porches, decks and garages shall not be less than 1200 square feet and the total floor area shall not be less than 2000 square feet.

1.2.2. Minimum Roof Pitch: Roof pitch shall be a minimum of 5: 12, regardless of whether the structure is the primary residence, shed, casitas, shop, or outbuilding.

1.2.3. Antennas and Satellite Dishes. No roof mounted antennas of any kind shall be directed on any dwelling or building. Any satellite dish must be screened from public view.

1.2.4. Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches high and 18 inches wide, may be temporarily displayed on any Lot.

1.2.4.1. The restrictions contained in this section shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant.

1.2.4.2. Political signs shall be removed within seven days after the Election Day pertaining to the subject of the sign and Real estate signs shall be removed within seven days after the sale closing date.

1.3. Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within Ironwood or any additional property which may affect any real property outside Ironwood unless adequate alternative provision is made for proper drainage and is approved by the City of John Day.

1.3.1. The term established drainage shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for Ironwood.

Covenants, Conditions and Restrictions

1. Uses

1.1. Residential Uses. Lots shall only be used for residential purposes. Nothing in this Section shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Ironwood, and (c) the right of the Owner of a Lot to maintain such Owner's personal business or professional library, keep such Owner's personal business or professional records or accounts, handle such Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's residence.

1.2. Rental of Homes. An Owner may rent or lease such Owner's Home or a portion thereof, provided that the following conditions are met:

1.2.1. Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of this document and (ii) a failure to comply with any provision of this document shall constitute a default under the rental or lease agreement.

1.2.2. City Rental Regulations. Any rental or lease of Home shall be subject to such rules and regulations as are now or hereafter promulgated by the City of John Day, including but not limited to, any rules governing Vacation Rental Housing Units or other short term rental housing limitations, to the extent such rules are applicable to a specific rental or lease.

1.2.3. Tenant Must be Given Documents. The Owner gives each tenant a copy of this document except in the case of short term (less than 30-day term) or vacation rental provided such term is approved by the City of John Day under applicable regulations.

1.3. Temporary Structures. No trailer, mobile home, van, bus, camper, truck, tent, garage, barn shack, storage structure barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

1.4. Animals. No animals, reptiles, rodents, birds, livestock, or poultry, shall be raised, bred, kept, or permitted on any Lot, other than a reasonable number of cats and dogs as household pets.

1.4.1. Dogs and Cats shall not be kept, bred, or raised for commercial purposes.

1.4.1.1. Household pets shall be reasonably controlled so as not to be a nuisance.

1.4.1.2. Owners whose pets cause any inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose pets damage other Owners' Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage.

1.4.1.3. Owner shall ensure that Owner's dog is leashed when outside of such Owner's Lot.

1.5. Nuisance. No noxious, illegal, or seriously offensive activities shall be carried out on any Lot or Common Area. Nor shall anything be done or placed on any lot which;

1.5.1. Is or may become a source of annoyance to other Owners, or

1.5.2. that interferes with or jeopardizes the enjoyment of other Owners, or

1.5.3. that shall in anyway increase the rates of insurance of other Owners or their property or may cause any insurance policy to be cancelled or cause a refusal to renew same.

2. Maintenance of Lots and Homes

2.1. Home Repair and Maintenance. Each Owner shall maintain such Owner's Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. Each Owner shall repair damage caused to such Owner's Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

2.2. Trash; Storage of Materials. No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and regularly removed.

2.3. Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either.

2.3.1. Restore the damaged improvements or.

2.3.2. Remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition.

2.3.3. Work on restoration or removal must commence within 90 days after the damage occurs and must complete the work within six months thereafter.

3. Vehicles and Parking.

3.1. Parking. Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be parked on any streets or on adjacent property, not in common ownership, at any time.

3.2. Vehicles in Disrepair. No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on any street or on property not in common ownership with Lot Owner for a period in excess of 48 hours.

Ordinances and Regulations. The "Architectural Concepts" and the "Covenants, Conditions and Restrictions" shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.