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VOL 22-625

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHUKAR RIDGE SUBDIVISION, DESCHUTES COUNTY, OREGON**

T. M. PETE ENTERPRISES, INC., an Oregon corporation, and FIRST INTERSTATE BANK OF OREGON NA, being the owner of all the real property included in Chukar Ridge Subdivision, Deschutes County, Oregon, according to the official plat thereof on file in the office of the Deschutes County Clerk and recorded September 14, 1979, at Book 18, Page 64, Plat Records, Deschutes County, Oregon, does hereby subject said subdivision to the following covenants, conditions and restrictions:

1. Each of the lots in the above described subdivision shall be used for residential purposes only. Not more than one detached single-family dwelling not to exceed two stories in height, not more than one two-car garage or carport, and not more than one accessory building incidental to residential use shall be constructed or placed upon any one of said lots.
2. There shall be no further subdivision of the platted lots which would result in a greater number of building plots or lots.
3. No trailer, tent, shack, garage or other outbuilding erected in this tract nor any basement excavated in this tract shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. No mobile homes, motor homes, travel trailers, boats, boat trailers, pickup campers or other recreational vehicles may be stored outside on any lot. No unlicensed cars, car bodies, or any other unsightly objects will be allowed on any lot.
5. Motorcycles, trail bikes, and all forms of off-road vehicles shall be used only for transportation on duly established roads in the subdivision. All such vehicles shall be adequately muffled and shall be operated only by licensed drivers.
6. Fences and buildings, including carports and storage sheds, shall be constructed in a manner that is compatible with the surrounding areas.
7. There shall be no swine, horses, cattle, poultry or goats within the subdivision. Domestic pets (i.e. cats and dogs) shall be allowed, but shall not be permitted to run at large within the subdivision.
8. No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance and no stand store or other commercial establishment shall be constructed on any lot.
9. No building, whether intended for use in whole or in part as main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.
10. No parcel shall be used in whole or in part, for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such

DESCHUTES COUNTY TITLE CO.
P. O. BOX 323
BEND, OREGON 97701

lot to appear in an unclean or untidy condition or which will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause noise that will or might disturb the peace, comfort or serenity of occupants of surrounding property.

11. No billboards or advertising signs of any character shall be established, placed, permitted or maintained on any lot or improvement thereon except: (1) Signs of reasonable size indicating property for rent or for sale; and (2) Name and address signs of occupants, which shall be of a design which is compatible with surrounding area.

12. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings. In addition, thinning of trees of less than six inches DBH shall be permitted where necessary for the beautification of the property.

13. All driveways shall be paved or concrete, and there shall be no excavation on any of these parcels for gravel or cinders.

14. The shooting of firearms within the subdivision is prohibited.

15. A perpetual easement is reserved for the installation, construction, service, repair, maintenance, and replacement of electric power, telephone, and irrigation canal, in locations and widths as shown and designated on said plat. Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow and service. The owner or owners of lots upon which said easements are located shall have the right to use, at their own risk, the portions of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.

16. These restrictions shall run with the land and shall be binding on the owner or tenants of any or all of said land and all persons claiming by, through or under them for a period of 25 years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by the affirmative vote of two-thirds of the then legal owners of the lots, it is agreed to change said covenants in whole or in part. As used herein, "owner" includes a vendee under a contract of sale wherein the vendor retains legal title as security for the payment of the purchase price.

17. Invalidation of any one of these foregoing covenants, restrictions or conditions of 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.


Tenos M. Pete, President
T. M. Pete Enterprises, Inc.


First Interstate Bank

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)
I HEREBY SEE FURNISH, COUNTY CLERK AND
RECORDS OF INSTRUMENTS, IN AND FOR SAID
COUNTY, AS HEREBY CERTIFIED THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1983 AUG -8 PM 2 50
MAGISTRATE
COUNTY CLERK

BY: *[Signature]* DEPUTY
NO. 63-13127 REC. 8/8
DESCHUTES COUNTY OFFICIAL RECORDS

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STATE OF OREGON)
County of Multnomah)

The foregoing instrument was acknowledged before me
this 3rd day of August, 1983 by Gary R. Ehrig
and ***** Property Sales Officer and
***** of First Interstate Bank of Oregon, N.A.,
on behalf of the National Banking Association.

(SEAL)

[Signature]
CYNTHIA L. HELLBUSCH
NOTARY PUBLIC-OREGON
My Commission Expires 9-28-86

Notary Public for Oregon
My commission expires:

STATE OF OREGON,)
County of Deschutes) ss.

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-HEER LAW P.B. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 8 day of August, 1983
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Tenor M. Pate

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 9-28-86