

PROTECTIVE COVENANTS for the Subdivision of DEER FOREST ACRES and any addition thereto, Deschutes County, Oregon.

Know all men by these presents: That the undersigned, Harold E. and Jens C. Wyman, who are the owners of Deer Forest Acres, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof to-wit:

1. Land Use And Building Type:

No lot shall be used except for residential purposes. On residential lots, no building shall be erected, altered, placed or permitted to remain, other than (1) one single family dwelling, private (2) two car garage, and a horse barn.

2. Dwelling And Size:

The floor area of residence shall be of not less than 500 square feet exclusive of porches, garage, and barn.

3. Building Location:

No building shall be erected on any residential lot, and portion of which shall be nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to any rear lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as part of a building.

4. Diligence in Construction Required:

Any work in constructing and erecting any building, or other structure, shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained.

5. Nuisances:

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

6. Animals:

No parts of said property shall be used as a place to raise domestic animals of any kind except for horses, and a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

7. Storage:

No parts of said property shall be used as a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided that they are garaged or screened from view of all roads and adjoining lots.

8. Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

EXCEPTION: Owners self-contained travel trailer, camper or motor-home during owner's vacation.

9. Wells:

Properly developed deep ground water or public water supply as required for adequate safety; according to State Engineers Specifications and other State or local regulations that may apply.

10. Buildings:

A. Must be suitable for year round use and must be placed on permanent, continuous foundations, consisting of concrete, brick, pumice blocks or stone masonry. Pitch of the roof and the size and spacing of rafters and ceiling joists must be adequate to withstand heavy snow packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone and masonry, or comparable fire-resistant material.

EXCEPTION: Commercially manufactured free standing fireplaces and chimneys that meet fire safety regulations.

B. Mobile Homes:

Mobile homes meeting other restrictions as set forth as to size and construction and placed on proper foundations may be used.

11. Fences:

All fences shall be constructed in a workman like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height. Except for single-strand electric fences, no metal fences permitted.

CONT.

12. Buildings:

All buildings and mobile homes must be constructed in a workman like manner of attractive, properly finished materials that harmonize with the surroundings. All dwelling owners must comply with laws of the State of Oregon, County of Deschutes, as to fire protection, building construction, sanitation and Public Health and Deschutes County Health and Sanitation requirements supplemental hereto.

13. Sewage Disposal:

Sewage disposal systems and septic tanks shall be in accordance to specifications set out by the governing agencies, namely the Engineers Office. Under no conditions will an exterior latrine be allowed.

14. Garbage Disposal:

A. Garbage shall be stored in an insect and rodent proof container.
B. Garbage shall be hauled at least once a week to an approved area.
C. Under no condition will dumping of any refuse in any streams or on the adjoining Federal Lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.

15. A time limit is hereby imposed on the length of time required for construction of the residence or other structure. A period of time not to exceed eighteen (18) months is allowed to complete the residence, garage, or barn. This period of time is from the start of construction to completion of each structure.

16. Equestrian Easements:

The equestrian easements as shown on the official plat, are restricted for horse travel for use only by owners of lots within the plat or for invited guests.

17. Term:

These covenants are to run with the land and shall be binding on all parties and all persons claiming them for a period of Twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots, agreeing to change said covenants in whole or in part.

18. 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 subdivision 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.

19. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgement or decree, shall in no way affect any of the other remaining provisions hereof which shall, in such a case continue to remain in full force and effect.

Harold E. Wyman
Harold E. Wyman
Jane C. Wyman
Jane C. Wyman

State of Oregon }
County of Deschutes } SS

On this 27th day of August, 1973 before me appeared Harold E. Wyman and Jane C. Wyman, husband and wife, who being duly sworn, acknowledged to me that they executed the above instrument freely and voluntarily for the purposes therein designated.

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

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 27th day of August, A.D. 1973 and filed in Book 198 on Page 651 Records of Deschutes

NDEN
6435

Ruth M. Williams
Notary Public for Oregon

My Commission expires

ROSEMARY PATTERSON
County Clerk

R. Patterson
County Clerk

Harold E. Wyman - 2032 S. Cooper St. Coquille, Ore 97246