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AMENDED PROTECTIVE RESTRICTIONS
FOR
EAST VILLA
A SUBDIVISION IN DESCHUTES COUNTY, OREGON.

PAUL C. RAMSAY, LENA M. RAMSAY, CLYDE E. PICKEREL, FLORENCE V. PICKEREL, WILLIAM L. JONES AND AUDREY H. JONES, being the sole owners of the subdivision known as East Villa, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, do hereby and by these presents, subject said development to the following restrictions, amending those restrictions previously filed Volume 187, Page 562, Record of Deeds, Deschutes County, Oregon:

1. No building, or other structure of any kind whatsoever, shall be constructed on said property for use for any other purpose than residential, together with such other incidental buildings as may be and are ordinarily used in connection with a residence.

2. No swine, poultry, horses, cattle or goats shall be kept or maintained on the premises.

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

4. No trailer, tent, shack, or other building shall be constructed or placed upon any portion of any parcel to be used as a temporary or permanent residence. However, a small structure for use by a builder as his construction shack may be built or moved on for the duration of the construction period.

5. No residence shall be [illegible] with less than 1,000 square feet of living area.

6. No parcel shall [illegible] maintained as a dumping ground for rubbish, trash, or garbage [illegible] waste shall not be kept except in sanitary containers [illegible] times. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

7. All dwellings shall have an individual sewage disposal system installed in compliance with the requirements of the laws of the State of Oregon governing domestic sewage and other household liquid waste disposal.

8. No commercial sign may be displayed to the public view from any parcel other than a "FOR SALE," "FOR RENT," or one used by a builder to advertise that property during the construction and sales period. No sign shall be larger than five (5) square feet, other than that furnished by the subdividers or their agents.

9. No single residence building shall be erected on any lot any portion of which shall be nearer than thirty feet from any portion of the lot abutting the street, nor seven feet from any side lines.

10. No multiple residence building shall be erected on any lot any portion of which shall be nearer than twenty-five feet from a street nor five feet from a side line. However, on all corner lots no building shall be erected on any lot any portion of which shall be nearer than twenty-five feet from any street line, excepting that a structure may be built within one foot of the East property line as deeded on Lots 6 and 7 in Block 1.

11. Single dwellings only shall be permitted on Lot 5, Block 2, and Lot 12, Block 1. Detached garages and carports may be placed within one foot of a side or back line of any lot if said side or back lines do not abut a street or road, excepting that detached garages and car ports may be placed within one foot of Butler Market Road.

12. No solid fences over six feet in height shall be permitted, and wherever practicable any fences shall be so constructed as not to obstruct the view of any other lot.

13. 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, 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.

14. These restrictions sh[illegible] with land and shall be binding on the owner or tenant o[illegible] all of said land and all persons claiming by, through, or [illegible] until 1992, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the parcels it is agreeable to change said covenants in whole or part.

12. 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 restrictions or portions hereof which shall, in such case, continue to remain in full force and effect.

13. The foregoing conditions and restrictions shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lots, their, and each of their, legal representatives, heirs, successors, or assigns, and a failure, either by the owners above named or their legal representatives, heirs, successors, or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 6th day of October, 1972.

Paul C. Ramsay

Lorna M. Ramsay

Clyde R. Pickerel by

Florence V. Pickerel by

Florence V. Pickerel by

William L. James by

Audrey H. James by

STATE OF OREGON
COUNTY OF DESCHUTES } ss

October 6th, 1972 [illegible] appeared before me, the within named Paul C. Ramsay, [illegible] Ramsay, Clyde R. Pickerel, Florence V. Pickerel, William L. James and Audrey H. James, known to me to be to be the identical individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily.

Before me: [illegible]
Notary Public for Oregon
My commission expires: 12-2-76

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STATE OF OREGON
County of Douglas
I hereby certify that the within instrument of writing was received for record this 6 day of Oct AD 19 72 at 2:40 o'clock P M, and recorded in Book 89 on Page 91 Records of Deeds INDEX
ROSEMARY PATTERSON
County Clerk
By [signature] Deputy