

REGULATIONS FOR WELL USE

KNOW ALL MEN BY THESE PRESENTS that the undersigned who are the owners of the following described property do hereby declare that such 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. Such property being described as to wit:

A small tract of land in the Northeast Quarter of the Northwest Quarter of Section Twenty-one, Township Seventeen South, Range Twelve, E.W.M., more particularly described as follows: Beginning at a point on the East line of Boyd Acres Road the said point being South 626.34 feet, and West 585.28 feet from the North Quarter corner of Section Twenty-one (21) Township Seventeen (17) South, Range Twelve (12) E.W.M., and running thence North 1° 07' 10" West 54.0 feet along the East right of way line of the County Road; thence South 86° 56' 22" East 50.0 feet; thence South 1° 07' 10" East 50.0 feet; thence North 86° 56' 22" West 50 feet to the point of beginning, all being situated in Deschutes County, state of Oregon.

That there is situated on such property a well and pump and that the well and pump is intended for the use of tracts within the surrounding project a particular description of which is described as follows:

"That portion of the Northwest Quarter of Section Twenty-one (21), Township Seventeen (17) South, Range Twelve (12) E.W.M., Deschutes County, Oregon, lying Easterly of the Railroad right of way and Northerly of the Kozzman lateral."

1. That well water is to be used for household use only. It shall not be used for irrigation of lawns, gardens, livestock, swimming pools, or other out of the household uses.
2. That the owner of each tract within the project

intending to use the water shall install and maintain a tank and valve in the pump house located upon the well property and shall install and maintain the pipeline therefrom to his own tract.

3. That each owner is to pay a maintenance charge currently established at \$3.00 per month after his water hookup is complete for electrical power and maintenance of the well. That failure to pay such charge for a period of two months shall give the other owners the right to terminate delivery of water to a defaulting owner. That a majority of the owners may adjust the monthly expense charge as required in order to meet the necessary expenses.

4. The owner of each tract within the project shall also own an undivided interest in the well property and such ownership cannot be separated as the well water can only be used for the benefit of the tracts within the project.

5. 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 tract, 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.

6. These restrictions shall run with the land and shall be binding on the owners of any or all of said land and all persons claiming by, through or under them until July 1, 1977, 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 tracts it is agreeable to change said covenants in whole or in part.

7. In validation of any one of these designated provisions, restrictions or conditions or any portion thereof by court order judgment of decree shall in no way affect any of the other herein provisions herein which shall, in such case, continue to remain in full force and effect.

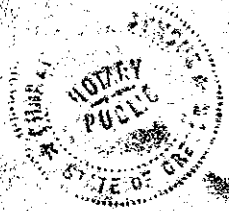
IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the 10th day of September, 1970.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

STATE OF OREGON, County of Deschutes, ss. September 10, 1970

Personally appeared the above named

and acknowledged the foregoing instrument to be their voluntary act.
Before me:



[Signature]
Notary Public for Oregon
My Commission Expires 8-9-74

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NO. _____
STATE OF OREGON
County of Deschutes
I hereby certify that the within and foregoing instrument was duly executed by me on the 10th day of September, 1970, at [Location], in Book 112 of said County of Deschutes.