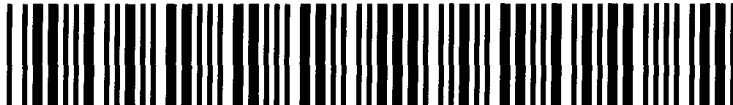


**VOL: 2000 PAGE: 1093**  
**RECORDED DOCUMENT**

STATE OF OREGON  
COUNTY OF DESCHUTES



\*2000-1093 \* Vol-Page

Printed: 01/12/2000 09:31:53

**DO NOT REMOVE THIS CERTIFICATE**

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Jan. 12, 2000; 9:29 a.m.

RECEIPT NO: 15877

DOCUMENT TYPE: Covenants, Conditions &  
Restrictions

FEE PAID: \$61.00

NUMBER OF PAGES: 6

A handwritten signature in cursive script that reads "Mary Sue Penhollow".

MARY SUE PENHOLLOW  
DESCHUTES COUNTY CLERK

**AMENDED BUILDING & USE RESTRICTIONS**  
**HARRIS ESTATES, PHASE I, DESCHUTES COUNTY, OREGON**

The undersigned, JIM HICKS EXCAVATING, STEPHEN K. WHITLEY, SUSAN L. WHITLEY, JESSIE V. HARRIS, TOM MALLOY, ELIZABETH MALLOY, ROBERT WRIGHT, BRADLEY SKELTON, LAUREL SKELTON, LOREN E. BUNGER, MARGARET A. BUNGER, KEN BETUEL, DORIS BETUEL, DOUGLAS E. BEACH, and JOCILLE A. BEACH, are all of the owners of all of the lots of a subdivision entitled "HARRIS ESTATES, PHASE I" located in a portion of the Northwest Quarter (NW1/4) of Section 15, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, Deschutes County Plat No. 452.

To insure the continued orderly development of the said subdivision after expiration of the Building & Use Restriction recorded in Volume 302, Page 731 of Deed Records of Deschutes County, Oregon, the current owners do hereby desire to subject each of their lots in the subdivision and the whole thereof to the following building and use restrictions:

1. No building or other structure shall be constructed for any use other than residential, provided, however, that such other incidental buildings as may be used in connection with a residential use will be permitted. A barn may be constructed and maintained for the housing of livestock, provided that the barn not be used for commercial endeavors.

2. Lot owners may own and raise poultry and livestock, provided, however, that the same are raised for personal and family use and not for commercial exploitation.

3. No lot owner shall conduct or carry on any noxious or offensive activity, nor shall any lot owner conduct any activity constituting a nuisance.

4. No lot owner shall place a trailer, tent, garage, or other structure on the premises for use as a temporary dwelling. Lot owners may store up to two trailers on the premises, provided the same are not used or occupied on the premises.

5. No residence of less than 1,500 square feet of living area shall be constructed, exclusive of garages, porches, and outbuildings, and upon completion the value of any residence constructed on the premises shall be not less than \$100,000.

6. During construction of any residence, a construction shack for use by the builder may be temporarily located on the premises. All buildings shall be finished. All buildings shall be constructed of materials which, upon completion, give the appearance of natural materials and shall be finished in such

colors as are commonly known as "natural tones or hues".

7. All dwellings shall be constructed on a foundation of solid continuous poured concrete or masonry block.

8. All residences shall have an individual sewerage disposal system or municipal sewer hookup, if available, and the sewerage disposal system shall at all times comply with applicable local, state and federal law.

9. No lot owner shall display for public view or sign of more than five feet, unless the same is used in connection with the advertising of the property for sale or by a builder during construction and sale.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned vehicles or other waste. All wastes kept on the premises shall be kept in sanitary covered containers and incinerators or other equipment for the storage, burning or disposal of such material shall be kept in a clean and sanitary condition.

11. 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.

12. These restrictions shall run with the land and shall bind the owner or tenant of any or all lots and all persons claiming by, through, or under them until July 9, 2019.

13. 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 remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

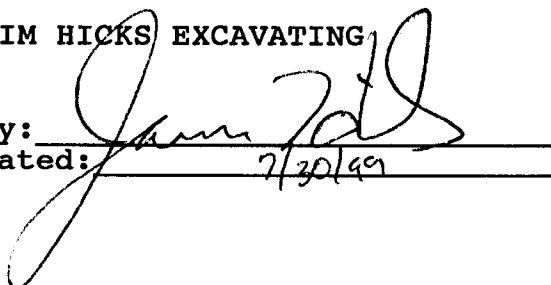
DATED AND SIGNED by each owner as shown by name and date set forth hereinafter.

JIM HICKS EXCAVATING

Lot 1, Block 1, Phase I

By:

Dated:

  
7/30/99

Stephen K. Whitley  
STEPHEN K. WHITLEY  
Dated: 7-2-99

Lot 1, Block 2, Phase I

Susan L. Whitley  
SUSAN L. WHITLEY  
Dated: 7-1-99

Jessie V. Harris  
JESSIE V. HARRIS  
Dated: 6/30/99

Lot 2, Block 2, Phase I and  
Lot 2, Block 1, Phase I

Tom Malloy  
TOM MALLOY  
Dated: 7-29-99

Lot 3, Block 1, Phase I

Elizabeth Malloy  
ELIZABETH MALLOY  
Dated: July 8, 1999

Robert Wright  
ROBERT WRIGHT  
Dated: 1-11-00

Lots 3 and 4, Block 2, Phase I

Bradley Skelton  
BRADLEY SKELTON  
Dated: 11/10/99

Lots 5 and 6, Block 2, Phase I

Laurel Skelton  
LAUREL SKELTON  
Dated: 11-16-99

Loren E. Bunger  
LOREN E. BUNGER  
Dated: 7-2-99

Lot 7, Block 2, Phase I

Margaret A. Bunger  
MARGARET A. BUNGER  
Dated: 7-2-99

Ken Betuel  
KEM BETUEL  
Dated: 6-29-99

Lot 8, Block 2, Phase I

Doris Betuel  
DORIS BETUEL  
Dated: 6/29/99

Douglas E. Beach  
DOUGLAS E. BEACH  
Dated: 6/29/99

Lot 9, Block 2, Phase I

Jocille A. Beach  
JOCILLE A. BEACH  
Dated: 6-29-99

STATE OF OREGON )  
                                          : ss.  
County of Deschutes )

7/30, 1999

Personally appeared the above named JIM HICKS of JIM HICKS EXCAVATING, and acknowledged the foregoing instrument to be his voluntary act and deed.

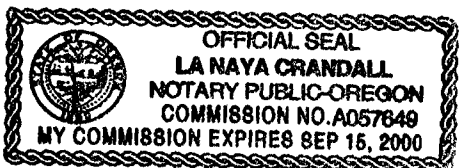


Melea Dedmore  
Notary Public for Oregon  
My Commission Expires: 2/19/01

STATE OF OREGON )  
                                          : ss.  
County of Deschutes )

July 2, 1999  
STEPHEN

Personally appeared the above named ~~STEVEN~~ K. WHITLEY and SUSAN L. WHITLEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

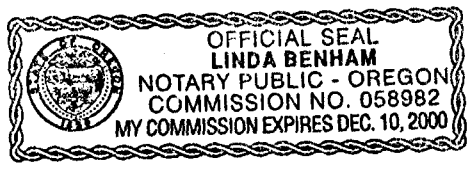


La Naya Crandall  
Notary Public for Oregon  
My Commission Expires: 9-15-00

STATE OF OREGON )  
 : ss.  
County of Deschutes )

June 30, 1999

Personally appeared the above named JESSIE V. HARRIS and acknowledged the foregoing instrument to be her voluntary act and deed.

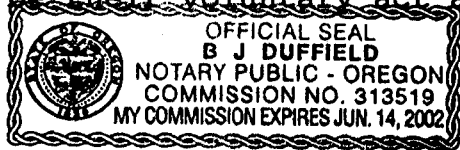


Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-00

STATE OF OREGON )  
 : ss.  
County of Deschutes )

July 8, 1999

Personally appeared the above named TOM MALLOY and ELIZABETH MALLOY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



B J Duffield  
Notary Public for Oregon  
My Commission Expires: 6-14-02

STATE OF OREGON )  
 : ss.  
County of Deschutes )

January 11, 2000, 1999

Personally appeared the above named ROBERT WRIGHT and acknowledged the foregoing instrument to be his voluntary act and deed.



Connie Tittle  
Notary Public for Oregon  
My Commission Expires: 10-14-03

STATE OF OREGON )  
 : ss.  
County of Deschutes )

November 10, 1999

Personally appeared the above named BRADLEY SKELTON and LAUREL SKELTON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-00

STATE OF OREGON )  
 : ss.  
County of Deschutes )

July 2, 1999

Personally appeared the above named LOREN E. BUNGER and MARGARET A. BUNGER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-99

STATE OF OREGON )  
 : ss.  
County of Deschutes )

June 29, 1999

Personally appeared the above named KEN BETUEL and DORIS BETUEL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-00

STATE OF OREGON )  
 : ss.  
County of Deschutes )

June 29, 1999

Personally appeared the above named DOUGLAS E. BEACH and JOCILLE A. BEACH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Linda Benham  
Notary Public for Oregon  
My Commission Expires: 12-10-00