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15585

PROTECTIVE RESTRICTIONS
FOR

HOMESTEAD
FIRST ADDITION

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A SUBDIVISION IN DESCHUTES COUNTY, OREGON

JAMES O. ARNTZ AND DORIS L. ARNTZ, BEING THE SOLE OWNERS OF the subdivision known as Homestead, 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:

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 constructed with less than 1,000 square feet of living area.
6. No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall not be kept except in sanitary containers at all 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 forty feet from any portion of the lot abutting the street, nor ten feet from any side line.

10. 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.

11. All trees will be left standing, with the exception of those needing removal for the purpose of home construction.

12. 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.

13. These restrictions shall run with land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through, or under them 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 expressible to change said covenants in whole or part.

14. Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion hereof 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.

15. 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 or, of the above described lands, 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 11th. day of March, 1974.


JAMES O. ARNTZ


DENNIS E. ARNTZ

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Properly notarized and sealed

March 12, 1974

STATE OF OREGON, County of Deschutes

Personally appeared the above named JAMES O. and DORIS E. ARNTZ, Husband and Wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Carol Yvonne Drury
Notary Public for Oregon
My commission expires 2-1-77

15585

STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was recorded to Record No. 22 on March 12, A.D. 1974 at 11:25 o'clock P.M. and recorded in Book 203 on Page 965.
Notary Public
Rosemary Emerson
Rosemary Emerson
County Clerk