

PROTECTIVE RESTRICTIONS

FOR

HOMESTEAD PHASE IV

A SUBDIVISION IN DESCHUTES COUNTY, OREGON

ELROY FROCH, AND WILLIAM A. FOSTER, JR. AND JAMES O. ARNETT, BEING THE SOLE OWNERS OF THE SUBDIVISION KNOWN AS HOMESTEAD, PHASE IV, 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. Dogs shall not be permitted to run at large within Homestead, Phase IV.. All dogs must be kept strictly on the property of the owner and kept under control at all times.
4. 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.
5. 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.
6. No residence shall be constructed with less than 1,000.00 square feet of living area.
7. No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage and other waste shall be not 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 conditions.
8. 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 house hold liquid waste disposal.

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9. 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.

10. No single residence building shall be erected on any lot any portion of which shall be nearer than 25 feet from any portion of the lot abutting the street, no ten feet from any side line.

11. 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.

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

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 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 agreeable to change said covenants in whole or part.

15. Invalidity 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.

16. 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 lands, their, and each of 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.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 27th day of February, 1978.

James O. Arntz
JAMES O. ARNTZ

William A. Foster, Jr.
WILLIAM A. FOSTER, JR.

Elroy Prosch By James O. Arntz
ELROY PROSCH

Properly notarized and sealed

State of Oregon)
)ss.
County of Deschutes)

Personally appeared the above named James O. Arntz, Wm. A. Foster, Jr., and Elroy Prosch and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon

My commission expires 12-1980

22300

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 27th day of Feb A.D. 1978 at 8:00 o'clock A M., and recorded in Book 268 on Page 98 Record of Leads

ROSEMARY PATTERSON
County Clerk
By Gayle Nabury Deputy