

DECLARATION OF RESTRICTIONS

IN

INCE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned JAMES C. INCE and BETTY A. INCE, husband and wife, as owner of the following described real estate, to wit:

All lots in the plat of INCE SUBDIVISION

do hereby declare that said land, and the whole thereof, shall be subject to the following protective covenants, conditions and restrictions which shall run with the land and be for the benefit thereof, to wit:

1. This property shall be used exclusively for residential purposes.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and a private garage; except that a neat, barn-type building may be erected on back 50 feet and center of lot for protection of not to exceed 2 horses.
3. No lot shall ever be divided into more than one tract.
4. No dwelling shall be erected or placed on any lot having a width of less than 125 feet.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the proposed plat.
6. No structure of a temporary character, trailer, basement, partly finished house, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All structures, additions or alterations shall be completed on the outside in not less than six months from the starting date and shall not be occupied until complete on the inside. Open carports shall not be used for storage other than that enclosed by walls of the structure.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one-third square foot, one sign of not more than five square feet advertising the property for sale or rent, both of which must be not less than 20 feet from the property line. Signs used by a builder to advertise the property during the construction and a sales period are not restricted.
9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except two horses, two dogs, two cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and do not create objectional noise, dust or odor. Horses shall be kept on back 50 feet of lot. Animals shall belong to person occupying dwelling.

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10. No lot shall be used or maintained as a parking place for trucks, trailers, equipment, and material, except during construction, or used as a dumping ground for rubbish or used as a parking place for automobiles not in regular family use. Trash, garbage or other waste shall not be kept except in sanitary containers, all incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition. Storage of any kind of goods, chattels, merchandise or material shall be out of sight of adjoining lots and streets.

11. No fence, wall, hedge or shrub shall obstruct the line of vision between two feet and seven feet vertical nearer than 15 feet to the street property line, except a young tree not sufficiently tall to trim. Foliage on other trees and shrubs shall be trimmed not less than sight lines.

12. The habitable floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 1,200 square feet for a single family unit.

13. No building shall be located on any lot nearer than 50 feet to the front line of lot. No building shall be located nearer than 15 feet to an interior lot line. No dwelling shall be located on any lot nearer than 180 feet to the rear lot line. A 24 inch roof overhang may project into required side yard.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of 10 years unless, during the first 25-year period or successive 10-year periods an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

The owner of existing water system shall be responsible for furnishing water to each lot at P.U.C. rates.

DATED this 2 day of March, 1971.

James C. Ince
James C. Ince

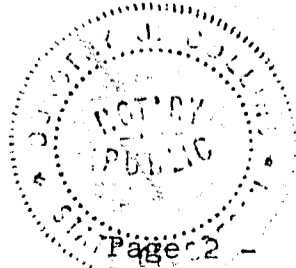
Betty A. Ince
Betty A. Ince

STATE OF OREGON)
) ss.
County of Deschutes)

March 2, 1971.

Personally appeared the above-named James C. Ince and Betty A. Ince, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Margaret J. Collins
Notary Public for Oregon
My Commission expires: June 23, 1972



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We, EDWIN N. BEEBY and GERALDINE BEEBY, husband and wife, being the owners of Lot 2, Ince Subdivision, hereby join in placing the above restrictions upon all real property owned by us which is contained in the Ince Subdivision.

DATED this 17 day of ~~February~~ ^{March}, 1971.

Edwin N Beeby
Edwin N. Beeby

Geraldine Beeby
Geraldine Beeby

STATE OF OREGON)
County of Deschutes) ss. March 17, 1971.

Personally appeared the above-named Edwin N. Beeby and Geraldine Beeby and acknowledged the foregoing instrument to be their voluntary act. Before me:



C. Johnson
Notary Public for Oregon
My Commission Expires: 1-19-74

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 17 day of March A.D. 19 71 at 4:40 o'clock P M., and recorded in Book 174 on Page 769 Records of Deschutes
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ROSEMARY PATTERSON
County Clerk
By Mary Sue Parkell Deputy