

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF

LAZY RIVER SOUTH

DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CRYSTAL STEARNS, who is the owner of LAZY RIVER SOUTH, and LAZY RIVERS PROPERTY, INC., an Oregon corporation, who is the Contract Purchaser of LAZY RIVER SOUTH, do hereby declare that said 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. COVENANTS, CONDITIONS AND RESTRICTIONS recorded October 3, 1966 in Volume 150, page 455, Deed records, by Prineville Water Co., Inc., pertaining to Lazy River and any Additions thereto, do not apply to this subdivision known as LAZY RIVER SOUTH, as it is not an addition to Lazy River.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes except Lots 37 through 70, Block 3, inclusive.
2. DWELLING AND SIZE: All building requirements of Deschutes County will be complied with pertinent to this type property.
3. BUILDING LOCATION: Front Yard. There shall be a front yard having a depth of not less than twenty (20) feet. All side yards and rear yards shall conform to Deschutes County Building Department for this type of property. No finished floor of a structure shall be placed less than eighteen (18) inches above the flood plain. Elevations are marked on official plat. A driveway permit must be obtained from the Deschutes County Court for entry onto the Pengra-Huntington County Road.
4. SEWAGE AND WATER: Sewer and water installations must be approved by the Tri-County Health Department and in addition no sewage disposal drain field trenches will exceed 24" from the finished ground surface on any lot, where the water table comes to within 36" from the surface of the ground. No well will be installed within a 100' radius of the drain field trenches.
5. DILIGENCE IN CONSTRUCTION REQUIRED: Any work in constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirement contained.
6. NUISANCES: 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.
7. TEMPORARY STRUCTURES: No structures of a temporary character, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Mobile homes and trailers of suitable appearance shall be permitted.

BEND ABSTRACT COMPANY
1050 BOND STREET
BEND, OREGON

8. TERM: 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 thirty (30) years from the date these covenants are recorded, unless an instrument signed by a majority of the owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

LAZY RIVERS PROPERTY, INC.

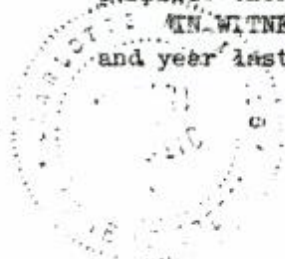
Crystal Stearns
Crystal Stearns

Clyde W. Purcell
Clyde W. Purcell, President

STATE OF OREGON)
) ss:
County of Deschutes)

On this 11th day of October, 1968, before me, a Notary Public in and for said County and State, personally appeared CRYSTAL STEARNS, to me known and known to me to be the person who executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on the day and year last above written.



Charlotte A. Larned
Notary Public for Oregon
My Commission expires Aug. 9, 1970

STATE OF OREGON)
) ss:
County of Deschutes)

On this 11th day of October, 1968, before me, a Notary Public in and for said County and State, personally appeared the within CLYDE W. PURCELL, as President of LAZY RIVERS PROPERTY, INC., an Oregon corp., and acknowledged before me that he was said officer of said corporation and further that he had authority to execute the within instrument and that he did so for the purpose therein contained freely and voluntarily.

IN WITNESS WHEREOF I have hereunto set my hand and official seal on the day and year last above written.



No. 975
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing, was received for Record the 11th day of Oct A.D. 1968 at 1:05 o'clock P.M. and recorded in Book 161 on Page 297 Records of Deschutes
By Agnus DeLeon Deputy County Clerk

Charlotte A. Larned
Notary Public for Oregon
My Commission expires Aug. 9, 1970