

8585

PROTECTIVE COVENANTS. CONDITIONS AND RESTRICTIONS

FOR

NASU PARK FIRST ADDITION. DESCHUTES COUNTY. OREGON

T.M. Pete Enterprises, Inc., an Oregon corporation, being the owner of all of the real property included in the Nasu Park first Addition, Deschutes County, Oregon, according to the official plat thereof on filed in the office of the Deschutes County Clerk and recorded October 29, 1982, at Book 19, Page 90. Plat Records of Deschutes County, Oregon, does hereby subject to said subdivision to the following covenants, conditions and restrictions:

1. Each of the lots in the above described subdivision shall be used for residential purposes only. Not more than one detached single-family dwelling not to exceed two stories in height, not more than one two-care garage or carport, and not more than one accessory building incidental to residential use shall be constructed or place upon any one of said lots.
2. There shall be no further subdivision of the platted lots which would result in a greater number of building plots or lots.
3. No trailer, tent, shack, garage or other outbuilding erected in this tract nor any basement excavated in this tract shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. No mobile homes, motor homes, travel trailers, boats, boat trailers, pickup campers or other recreational vehicles may be stored outside on any lot. No. unlicensed cars, car bodies, or any other unsightly objects will be allowed on any lot.
5. Motorcycles, trail bikes, and all forms of off-road vehicles shall be used only for transportation on duly established roads in the subdivision. All such vehicles shall be adequately muffled and shall be operated only by licensed drivers.
6. Fences and buildings, including carports and storage sheds, shall be constructed in a manner that is compatible with the surrounding areas.
7. There shall be no swine, horses, cattle, poultry or goats within the subdivision. Domestic pets (i.e. cats and dogs) shall be allowed, but shall not be permitted to run at large within the subdivision.

DESCHUTES COUNTY TITLE CO.
P. O. BOX 323
BEND, OREGON 97701

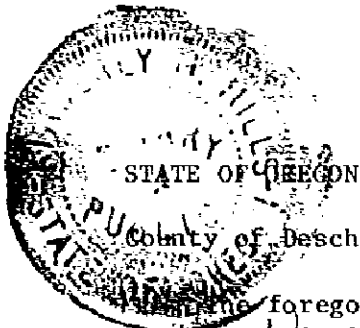
8. No commercial, professional, noxious or offensive trade or activity shall be carried on upon any lot in the subdivision. No activity shall be permitted which constitutes an annoyance or nuisance and no stand store or other commercial establishment shall be constructed on any lot.
9. No building, whether intended for use in whole or in part as main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises.
10. No parcel shall be used in whole or in part, for the storage or rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or which will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause noise that will or might disturb the peace, comfort or serenity of occupants of surrounding property.
11. No billboards or advertising signs of any character shall be established, placed, permitted or maintained on any lot or improvement thereon except: (1) Signs of reasonable size indicating property for rent or for sale; and (2) Name and address signs of occupants, which shall be of a design which is compatible with surrounding area.
12. The cutting or removal of living trees will be permitted only where necessary for the construction of buildings. In addition, thinning of trees of less than six inches DBH shall be permitted where necessary for the beautification of the property.
13. All driveways shall be paved or concrete, and there shall be no excavation on any of these parcels for gravel or cinders.
14. The shooting of firearms within the subdivision is prohibited.
15. In the event any owner of a lot within the subdivision elects to have a structure constructed by any person or firm other than T. M. Pete Enterprises, Inc., that owner shall first submit the plans for the structure to T. M. Pete Enterprises, Inc., for review and approval. T. M. Pete Enterprises, Inc., shall review any plans submitted pursuant to this paragraph to insure that the structure is compatible with structures in the surrounding area and with the general appearance of the subdivision. If T. M. Pete Enterprises, Inc., does not reject or modify said plans within 30 days after they are submitted, the plans shall be deemed approved.

- 16. A perpetual easement is reserved for the installation construction, service, repair, maintenance, and replacement of electric power, telephone, and irrigation canal, in locations and widths as shown and designated on said plat. Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow, and service. The owner or owners off lots upon which said easements are located shall have the right to use, at their own risk, the portions of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.
- 17. These restrictions shall run with the land and shall be binding on the owner or tenants of any or all of said land and all persons claiming by, through or under them for a period of 25 years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by the affirmative vote of two-thirds of the then legal owners of the lots, it is agreed to change said covenants in whole or in part. As used herein, "owner" includes a vendee under a contract of sale wherein the vendor retains legal title as security for the payment of the purchase price.
- 18. Invalidation of any one of these foregoing covenants, restrictions or conditions of 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 this 3rd day of November, 1982.

T.M. PETE ENTERPRISES, INC.
an Oregon corporation

By Tenos M. Pete
Tenos M. Pete, President and
Secretary-Treasurer



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) ss.
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The foregoing instrument was acknowledged before me this 3 day of NOVEMBER, 1981, by TENOS M. PETE, as President and Secretary-Treasurer of T.M. PETE ENTERPRISES, INC., an Oregon corporation, on behalf of said corporation.

Michael J. Pitt
Notary Public for Oregon
My Commission Expires: 1-2-86

8585

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 3 day of Nov A.D. 1980 at 3 41 o'clock P M. and recorded in Book 344 on Page 36 Records of Wood

ROSEMARY PATTERSON
County Clerk

By Deanna R. Sullivan Deputy