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BUILDING AND USE RESTRICTIONS

POHAKU RANCH

DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, MAX E. ADAMS and LORRAINE D. ADAMS, husband and wife, are the owners of Pohaku Ranch, as platted and recorded in Plat Book_____, page_____, Deschutes County, Oregon Plat Records, and do hereby declare that said property Pohaku Ranch shall be subject to the following covenants, conditions and restrictions, which shall run with the 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 March 1, 1988, at which time said covenant shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreeable to change said covenant in whole or in part, to-wit:

1. There shall b a limit of one single family dwelling on each lot.

2. All buildings shall comply with the Uniform Building Code presently in effect or as the same may be amended.

3. No building shall be constructed before consideration has been given to the possible abstruction of view in a westerly direction of existing residence.

4. Minimum dewelling size shall be 1,200 square feet of living area, exclusive of porches, garage, patios, breezeways or basements or carports.

5. No dwelling shall be more than two stories in height exclusive of walk-out basement area.

6. All roofing materials for any building must be of, wood shingles, shakes, or 4-ply built up construction. Said 4-ply shall have cover of white or natural colored stone chips and must be maintained to assure cover or thick butt asphaltic shingles of natural colors. Tile roofing of clay or cement material.

7. No mobile home or recreational vehicle shall be permitted or kept on the premises for use as a permanent residence..

8. All dwellings and our-buildings shall be of new construction.

9. No improvement to be constructed on the premises shall remain incomplete as to its exterior for a period longer than six months from the date upon which construction of the improvement was commenced.

10. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on the premises unless placed in an attractive container suitable located and screened from public view. No fuel tank shall be maintained above ground on the premises unless screened from view..

11. No individual water supply or sewage disposal system shall be permitted on any site unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling public health authorities.

12. Any owner may raise, and or keep for their own use any type of live stock or poultry. All animals must be properly fenced, caged, boxed, whatever necessary to maintain animals to his or her own property. Also no obnoxious or offensive condition will be allowed to develop to the point of being a nuisance to the neighborhood..

13. No commercial activity may be engaged in on the premises which is visible. Artists, architects, designers, sales representatives or others of an individual or like calling may pursue the same upon the premises, so long as he/she does not advertise or offer for sale to the public his her products upon the premises. No obnoxious or offensive activity shall be carried on upon the premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. No sign or other advertising device of any character shall be permitted upon the premises, except that owners may maintain one sign, not larger than 400 square inches, advertising the property for rent or for sale.

15. No clothesline shall be located on the premises as to be visible from a private way, dwelling house on another residential lot, or from public areas.

16. No fence, wall or hedge in excess of six feet in height shall be permitted to extend from the minimum set-back line of the house to the street line. No fences, wall or hedge shall be constructed on any lot in excess of six feet in height.

17. 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.

18. Invalidation of any one of these foregoing covenants, restrictions or conditions or 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 a case, continue to remain in full force and effect.

Dated this 25 day of April 1978

Max E. Adams

Max E. Adams

Lorraine B. Adams

Lorraine B. Adams

WITNESS

STATE OF OREGON)
)
County of Deschutes) ss. April 25, 1978

Personally appeared the above-named Max E. Adams and Lorraine B. Adams and acknowledged the foregoing instrument to be their voluntary act.

Before me: Mary L Hackett

Notary Public for Oregon

My commission expires: 9/20/81

MARY HACKETT NOTARY PUBLIC STATE OF OREGON

18. Invalidation of any one of these foregoing covenants, restrictions or conditions or 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 a case, continue to remain in full force and effect.

Dated this 25 day of April 1978

Max E. Adams

Lorraine B. Adams

Lorraine B. Adams

WITNESS William J. Olsen

STATE OF OREGON)
County of Deschutes) ss. April 25, 1978

STATE OF OREGON)
) ss.
County of Deschutes)

On this 25th day of April, 1978, Before me, Notary Public in and for said County and State, personally appeared William J. Olsen, known to me to be the same person whose name appears on the foregoing instrument as subscribing witness thereto and who, being duly sworn, acknowledged to me that he resides at 551 NW Trenton, in the County of Deschutes State of Oregon, and that he knew the person described in and who executed the foregoing instrument and that he was present and witnessed the execution of said instrument by Lorraine B. Adams

Mary Hacker
Notary Public for Oregon

My Commission Expires: 9/20/81

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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 26 day of Apr A.D. 19 78 at 7:00 o'clock A M. and recorded in Book 222 on Page 320 Records of Deds

ROSEMARY PATTERSON
County Clerk
By Gayle Asburn Deputy