

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF  
2nd ADDITION TO RAMSAY ESTATES  
DESCHUTES COUNTY, OREGON

Harold Cork & Janice Cork (H&W)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Kieth Ramsay and Virginia Ramsay, husband and wife, who are the owners of the 2nd addition to Ramsay Estates, 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 to-wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for more than two cars.
2. **DWELLING AND SIZE.** The ground floor area of the main structure, exclusive of one-story open-porches and garages, shall be not less than 1,000 square feet for a one story dwelling, nor less than 850 square feet for a dwelling of more than one story.
3. **BUILDING LOCATION.** Front Yard. There shall be a front yard having a depth of not less than 25 feet. Side Yard. There shall be a side yard on each side of the main building and each side yard shall have a width of not less than ten (10) percent of the width of the lot, but in any case shall not be less than five (5) feet in width, the combined widths of both side yards shall not be less than fourteen (14) feet; however on corner lots the side yard on the street shall not be less than (16) feet in width and the combined widths not less than eighteen (18) feet. Detached Accessory. Detached Accessory building shall be located not less than sixty (60) feet from lot line and shall not project into the required side yard on the street side of a corner lot. Where no alley exists accessory buildings shall be located not less than eight (8) feet from the rear lot line. Rear Yard. There shall be a rear yard of not less than fifteen (15) feet in depth. Open Space. Every required front, side and rear yard shall be measured from the foundation with a maximum roof projection of twenty four (24) inches into said space.
4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed in any lot having a width of less than 7 1/2 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,400 square feet.
5. **DILIGENCE IN CONSTRUCTION REQUIRED.** Any work in construction 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 requirements 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 structure of a temporary character, trailer, basement tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
8. **TERM.** These covenants are to be run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless 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.
9. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and may be brought by any property owner in the Addition.

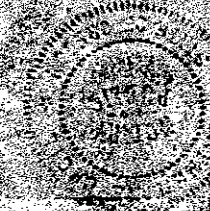
148-344

10. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS our hands and seal this 17th day of May, 1966.

Kieth Ramsey /s/  
Virginia Ramsey /s/

*Kieth Ramsey*  
*Virginia Ramsey*  
*Harold Cork*  
*Janice Cork*



STATE OF OREGON,

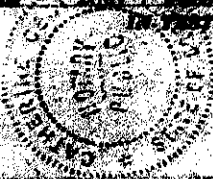
County of Deschutes

FORM NO. 20 - ACKNOWLEDGMENT  
NOTES: THIS FORM MUST BE FILED WITH THE INSTRUMENT.

BE IT REMEMBERED, That on this 17th day of May, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kieth Ramsey and Virginia Ramsey, husband and wife, and Harold Cork and Janice Cork, husband and wife

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Catherine Cecil*  
Notary Public for Oregon  
My Commission expires March 7, 1969

5489

STATE OF OREGON  
County of Deschutes  
Hereby certify that the within instrument of writing was received for record by me on this 17th day of May, 1966, at 1:12 p.m.  
and recorded in book 148-344 on page 148-344.  
Catherine Cecil, Notary Public  
My Commission expires March 7, 1969

NOTARY PUBLIC FOR OREGON  
Catherine Cecil  
1000 N. 1st St.  
Bend, Oregon 97701