

AMENDED
BUILDING AND USE RESTRICTIONS
RANCH WAY ACRES
DESCHUTES COUNTY, OREGON

H. G. K., Inc., an Oregon corporation, having previously recorded Building and Use Restrictions on Ranch Way Acres in Deschutes County, Oregon, on the 9th day of October, 1963, in Book 136, Record of Deeds, at page 575, in order to provide for the orderly development of the subdivision, and

H. G. K., Inc., and the other owners of property in Ranch Way Acres being desirous of amending such Building and Use Restrictions, do hereby subject said subdivision and the whole thereof to the following amended Building and Use Restrictions:

1. No building, or other structure of any kind whatsoever shall be constructed on said property for use for any other purpose than a residence together with such other incidental buildings as may be and are ordinarily used in connection with a residence. A private stable or barn may be maintained to maintain horses, sheep, or cattle for personal use; provided, that not more than a total of five such animals may be kept on the premises.
2. No swine or poultry shall be kept or maintained on premises.
3. No building shall be erected on any residential lot, any portion of which shall be nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) feet to any side lot line, nor nearer than ten feet to any rear lot line. For the purposes of these restrictions, eaves, steps and porches shall be considered as part of a building.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. No trailer, basement, tent, shack, garage or other outbuilding constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.
6. No residence shall be constructed of less than 900 square feet living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than \$12,000 including attached garage and porches. No more than two (2) dwellings on any lot, nor any dwelling be constructed on a fraction of a lot under an area of 22,500 square feet.
7. No structure of any kind shall be moved onto any lot excepting a small structure for use by a builder as his construction shack during the construction period.
8. All buildings which may be placed or constructed on any portion of the above described tract excepting the portions or whole thereof constructed of brick or stone shall be painted or process painted as to exterior within six months of the date said buildings are completed.
9. All residences, dwellings and other buildings erected shall be placed on a solid continuous poured concrete or masonry block foundation.

10. All dwellings shall have an individual sewage disposal system or city sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.

11. No temporary dwelling shall be constructed.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. 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.

15. Reserving to Seller and the future owners of all lots of Ranch Way Acres an easement to maintain all existing irrigation ditches for the benefit of all lots of Ranch Way Acres.

16. The owner of each lot, or part of a lot, shall at all times maintain the irrigation ditches across his property to insure delivery of water to all lots past his property served by that ditch.

17. These restrictions 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 July 1, 1983, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreeable to change said covenants in whole or in part, except restrictions 15 and 16 shall be perpetual.

18. Invalidity 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 case, continue to remain in full force and effect.

IN WITNESS WHEREOF, H. G. K., INC., pursuant to a resolution of its Board of Directors, duly and legally adopted, and all of the other owners of property in Ranch Way Acres, as set forth below, have caused these presents to be signed and sealed.

H. G. K., INC.

By

Lloyd J. H. [Signature]
President

By

[Signature]
Secretary



STATE OF OREGON)
) ss.
County of Deschutes)

On this 21st day of May, 1964, before me appeared LLOYD J. HUDSPETH and E. J. KELSAY, both to me personally known, who being duly sworn, did say that he, the said Lloyd J. Hudspeth, is the President, and he, the said E. J. Kelsay is the Secretary of H. G. K., INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Lloyd J. Hudspeth and E. J. Kelsay acknowledged said instrument to be the free act and deed of said Corporation.

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

Esther L. Lath
Notary Public for Oregon
My Commission expires: 7/5/66

Joseph E. Froehlich
Joseph E. Froehlich
Frances Froehlich
Frances Froehlich

STATE OF OREGON)
) ss.
County of Deschutes)
May 26th, 1964

Personally appeared the above named Joseph E. Froehlich and Frances Froehlich and acknowledged the foregoing instrument to be their voluntary act. Before me:

E. J. Kelsay
Notary Public for Oregon
My Commission expires: Oct. 19, 1966

No. 2094
{ STATE OF OREGON }
County of Deschutes
I hereby certify that the within instrument
of writing was received for Record
on 21st day of May
A. D. 1964 at 4:25 o'clock P. M.
and recorded in book 139
on page 305 Record
By *Joseph E. Froehlich* County Clerk
By *Frances Froehlich* Deputy