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PROTECTIVE COVENANTS FOR
REED MARKET EAST

VOL 202 PAGE 657

A Subdivision of Deschutes County, Oregon

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned GARY D. ASHBACK, the owner and subdivider of
REED MARKET EAST
A Subdivision of Deschutes County, Oregon

does 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:

ARTICLE I

Section 1. Prohibited Uses. Unless the subdivider has consented in writing, no parts of said property shall be used in any of the following ways:

(a) As a parking or storage place for trailers, truck campers, boats, boat trailers, snowmobiles, or other off-road vehicles; however, such may be stored provided they are garaged or screened from the view of all roads and adjoining lots.

(b) As a place to raise domestic animals of any kind except a reasonable number of household pets, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other owners.

(c) As a place to burn trash, cuttings, or other items with the exception of barbecue fires.

(d) No sale of subdivided sections of tracts as platted unless also approved by Deschutes County.

(e) Section dwelling in the nature of guest houses permitted when same ownership and occupied by either employees or relatives of owner.

Section 2. The subdivider may make rules and regulations of general applicability governing the extent to which any of the foregoing may be permitted, unless 50 percent of the owners disagree in writing within 10 days of receiving notice of the proposed rules.

Section 3. A vote of 50 percent of the owners of the section can adopt, amend, or repeal such rules.

ARTICLE II

RESTRICTION ON USE OF PROPERTY

Section 1. Use and Occupancy of Private Areas. Each owner shall be entitled to the exclusive use and benefit of each lot owned by him, except as otherwise expressly provided herein.

Section 2. Type of Building. No building other than a single family dwelling for private use may be constructed on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story. No basement, tent, mobile home, trailer, camper or garage may be used as a residence either temporarily or permanently.

Section 3. Building Location. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

(a) A front yard shall be a minimum of 25 feet between the building and the ultimate street right-of-way.

(b) A side yard shall be a minimum of 5 feet, except that on corner lots the side yard on the street side shall be a minimum of 15 feet.

(c) A rear yard shall be a minimum of 25 feet.

Section 4. Easements. Easements for installation and maintenance of future utilities and sewer lines are reserved over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 5. Maintenance of Lots. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard.

Section 6. View. The height of improvements or imported vegetation and trees on a lot shall not materially restrict the view of other lot owners.

Section 7. Appearance. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and common areas.

Section 8. Utilities. No above-ground utilities, pipes, or wires shall be used to connect improvements with supplying facilities.

Section 9. Driveways. All driveways must be composed of concrete or asphalt and shall have a maximum width of 12 feet. Only one driveway shall be permitted per lot, except circular driveways will be permitted where practical.

Section 10. Lighting. No exterior lighting or noise-making devices shall be installed or maintained on a lot without written consent of the subdivider.

Section 11. Signs. No signs shall be placed or kept on a lot other than a sign 10" x 24" of a natural wood material with black lettering stating the name of the occupant and/or the lot, if any, and the address.

Section 12. Septic Tanks and Drainfields. All septic tanks and drainfields must meet County Health Department standards.

Section 13. Independent Water Systems. Independent water wells and systems are prohibited.

Section 14. Firearms. No firearms shall be discharged upon the property.

Section 15. Offensive or Commercial Activities. No offensive or commercial activity shall be carried on in any lot nor shall anything be placed or constructed on any lot or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or private recreational areas.

Section 16. All landowners must comply with the laws and regulations of the state of Oregon, county of Deschutes, and any municipality, applicable to fire protection, building constructions, water sanitation, and public health.

ARTICLE III
GENERAL PROVISIONS

Section 1. Term. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 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.

Section 2. 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.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DATED this 23rd day of January, 1974

BEED MARKET EAST

By 

Subdivider

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STATE OF OREGON

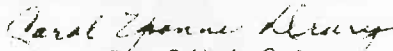
County of Deschutes

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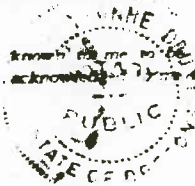
BE IT REMEMBERED, That on this 25th day of January, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gary D. Ashback

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.


Notary Public for Oregon

My Commission Expires 2-1-77



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STATE OF OREGON
County of Deschutes

I hereby certify that the within and
most of writing was given for Record
the 28 day of June A.D. 1974
at 9:29 o'clock P.M. and recorded
in Book 212 on Page 657 Records
of _____
ROSEMARY PATTERSON
County Clerk
By _____ Deputy

