

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
THE REMINGTON ARMS SUBDIVISION

1. All lots must have at least one wood frame carport or garage and at least one other off-street parking space. Double car garages will be encouraged. All carports must have no less than 50 feet of storage room floor space each. All detached storage buildings, garages, carports shall have material the same as the dwelling exterior including siding and color.
2. Placement, exterior color, site plan, landscaping, garages, and carports all must be approved by the Architectural Control Committee before placement or construction begins.
3. Building location
 - a. Must conform to local governmental body and building ordinances and restrictions.
 - b. Each Building shall be located on each parcel so as to keep compatible as possible with the natural surroundings and with other houses.
4. Fences and Hedges
 - a. Must conform to local governmental body and building ordinances and restrictions.
5. Time of Construction
 - a. All buildings constructed must be completed within three months from the date construction is commenced, exclusive of inside finish work.
6. Building exteriors
 - a. The use of new material on all exterior surfaces will be required, used brick will be permissible. It is desired that exterior material used be indigenous to the northwest. No vertical aluminum or vertical metal siding will be allowed.
 - b. All exterior colors will be of an earthtone color approved by the Architectural Control Committee.

7. Mobile structures

- a. No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises, except modular homes constructed to conform with restrictions and covenants stated herein.

8. Accessory buildings

- a. Will be allowed provided they are located more than 50 feet from a street line. Such structures must generally conform to the architectural design and finish of the home proper and may not be used for living purposes. All such structures must be completed and painted within six months of first construction.

9. Driveways

- a. All driveways to be concrete or asphalt and there shall be no excavation on any lot for gravel or cinders.

10. Landscape timing

- a. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished. Landscaping shall be done in a professional looking manner.

11. Excessive vehicles

- a. No disabled motor vehicles are to be on the property at any time. Motor vehicle parts are not to be left outside of garages or other buildings.

12. Nuisances

- a. No noxious 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.

13. Temporary structures

- a. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. Signs

- a. No sign of any kind, shall be displayed to the public view on any lot except one professional 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.

15. Livestock and Poultry

- a. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

16. Garbage and Refuse Disposal

- a. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. Term

- a. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part. These restrictions may be voided by any action of eminent domain.

18. Enforcement

- a. Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. Severability

- a. 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.

20. Architectural Control Committee

a. Shall be John J. Fulton and Myron L. Kauffman and a person that they approve or people they appoint.

IN WITNESS WHEREOF, the undersigned being the Subdivider herein, has hereunto set its hand and seal this day of June, 1981.

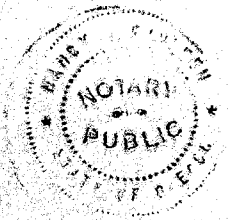
John J. Fulton
John J. Fulton

Myron L. Kauffman
Myron L. Kauffman

STATE OF OREGON }
County of Linn }ss

June 21, 1981

Personally appeared the above-named John J. Fulton and Myron L. Kauffman and acknowledge the foregoing instrument as their voluntary act.



Before me: Margie A. Schleen
Notary Public of Oregon
My commission expires: Dec 16, 1983

LEGAL DESCRIPTION

A tract of land lying in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 9, T.15S.; R.13E, W.M., Dechutes county, Oregon, more particularly described as follows:
 Beginning at the intersection of Northwest Way and Hemlock Rd. said intersection being the $\frac{1}{4}$ corner of Sec. 9 and marked by a brass cap; Thence N 89° 59' 45" W, 1325.85 feet along the centerline of Hemlock Rd.; Thence S 00° 04' 49" W 1317.69 feet; Thence S 00° 24' 17" W. 100.00 feet; Thence S 89° 49' 29" W. 89.12 feet; Thence S 41° 51' 19" W 264.19 feet; Thence N 00° 24' 15" E. 296.25 feet; Thence N 89° 49' 29" E, 432.19 feet; Thence N 00° 12' 50" E, 344.87 feet; Thence S 89° 51' 15" W, 635.38 feet to the centerline of Northwest Way; Thence N 00° 21' 43" E along the centerline to Northwest Way, 976.61 feet; to the true point of beginning.

2307
 STATE OF OREGON
 County of Dechutes
 I hereby certify that the within instrument of writing was received for Record the 30 day of July A.D. 19 81 at 06 o'clock P. M. and recorded in Book 345 on Page 171 Records of DND
 ROSEMARY PATTERSON
 County Clerk
 By Rhonda Lang Deputy