

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2003-31227



\$71.00

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05/09/2003 04:02:37 PM

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\$20.00 \$5.00 \$11.00 \$10.00 \$5.00 \$20.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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SALMON PARK SUBDIVISION LOTS 1, 2, 3, AND 4

APRIL 9, 2003

WHERE AS JAYNE HEYNE AND TYLER FITZSIMONS ARE OWNERS OF LAND DESIGNATED AS SALMON PARK SUBDIVISION, LOTS 1,2,3, AND 4. A PLATTED SUBDIVISION IN THE COUNTY OF DESCHUTES, STATE OF OREGON, FILED IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF DESCHUTES, STATE OF OREGON, MICROFILM #2002-15380, THEREIN, AND NOW, THEREFORE, JAYNE HEYNE AND TYLER FITZSIMONS HEREBY MAKE THE FOLLOWING PROTECTIVE RESTRICTIONS AND CONDITIONS UPON SALMON PARK SUBDIVISION, LOTS 1, 2, 3, AND 4 TO RUN WITH THE LAND AND BE BINDING ON ALL PARTIES OWNING PROPERTY WITHIN THE SUBDIVISION. ALL LOTS ARE TO BE USED EXCLUSIVELY FOR RESIDENTIAL LIVING, NO COMMERCIAL USES ARE ALLOWED.

1. OUTBUILDINGS BUILT ON THE PREMISES MUST CONFORM AS TO ARCHITECTURAL STYLE AND EXTERIOR FINISH WITH THE DWELLING CONSTRUCTED ON THE PREMISES (SAME SIDING MATERIAL AND ROOFING MATERIAL) AND MUST BE IN ACCORDANCE WITH ANY APPLICABLE CITY ZONING REGULATIONS.
 - A. NO CAMPERS OR TRAILERS SHALL BE ALLOWED FOR PERMANENT RESIDENCES.
 - B. NO STRUCTURE OF A TEMPORARY NATURE OR OTHER OUTBUILDINGS SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.
 - C. ALL BUILDINGS CONSTRUCTED ON THE PREMISES SHALL HAVE THE SAME COLOR OF PAINT AND TRIM PAINT AND SAME COLOR OF ROOFING MATERIAL. ALL EXTERIOR MATERIALS, BOTH SIDING AND ROOFING SHALL BE OF A COLOR TO BLEND WITH THE SURROUNDING 4-PLEXES AND A COLOR THAT IS COMPATIBLE.
2. HOUSEHOLD PETS SHOULD BE LIMITED TO DOGS AND CATS ONLY, AND WILL BE UP TO EACH INDIVIDUAL OWNER OF THE 4-PLEXES AS TO HOW MANY ANIMALS WILL BE ALLOWED FOR EACH UNIT. DOGS SHALL NOT BE ALLOWED TO RUN AT LARGE AND MUST BE KEPT ON A LEASH OR IN A FENCED AREA.
3. NO OBNOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR MAY BECOME AN NOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

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4. NO OUTSIDE STORAGE OF OLD USED AUTOMOBILES, TRAILERS, ATVS, OR OTHER SIMILAR VEHICLES. IT WILL BE THE RESPONSIBILITY OF EACH 4-PLEX OWNER (OR MANAGEMENT AGENCY) TO REMOVE OLD VEHICLES WITHIN 30 DAYS OF NOTIFYING THE TENANT IF THE TENANT HAS NOT COMPLIED WITHIN THAT TIME FRAME.
5. EACH 4-PLEX OWNER SHALL BE RESPONSIBLE FOR SUPPLYING ADEQUATE GARBAGE CONTAINERS. ALL TRASH, GARBAGE, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. THE PREMISES WILL BE KEPT IN A CLEAN AND SANITARY CONDITION.
6. EACH 4-PLEX OWNER (OR MANAGEMENT AGENCY) SHALL BE RESPONSIBLE FOR KEEPING THE LANDSCAPING AND YARDS MAINTAINED AT ALL TIMES.
7. EACH 4-PLEX OWNER (OR MANAGEMENT AGENCY) SHALL BE RESPONSIBLE FOR KEEPING CLEAN THE GROUNDS AROUND HIS OR HER OWN 4-PLEX AS WELL AS THE PARKING AREAS.
8. THE FOREGOING PROTECTIVE RESTRICTIONS SHALL RUN WITH THE LAND, BE PERPETUAL, AND BINDING ON ALL PARTIES.
9. ENFORCEMENT OF EACH AND ALL OF THE PROTECTIVE RESTRICTIONS SHALL BE ENFORCEABLE BY INJUNCTION OR BY OTHER FORM OF ACTION AVAILABLE TO THE PARTIES AGGRIEVED. INVALIDATION OF ANY ONE OF THESE PROTECTIVE RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT OTHER PROVISIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
10. ENFORCEMENT OF ANY AND ALL COVENANTS AND RESTRICTIONS SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL OWNER OR AGENT FOR EACH 4-PLEX.
11. ANY AND ALL REPAIRS OF ASPHALT WITHIN THE 20' EASEMENT SHALL BE SHARED EQUALLY BETWEEN ALL FOUR OWNERS OF THE 4-PLEXES OR THEIR PROPORTIONATE SHARE. OUTSIDE THE 20' EASEMENT SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL OWNER.

TYLER FITZSIMONS:

JAYNE HEYNE:

JAMES W. GALLOWAY:

LINDA E. GALLOWAY:

PAMELA J. BARKER:

Tyler Fitzsimons
Jayne Heyne
James W. Galloway
Linda E. Galloway
Pamela J. Barker

State of Oregon

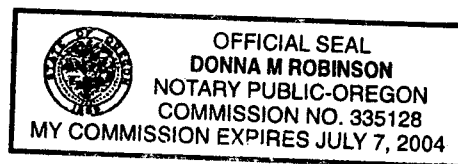
County of Deschutes

May 9, 2003

Personally appeared the above named Tyler Fitzsimons
and acknowledged the foregoing instrument to be his voluntary act and
deed.

WITNESS My hand and official seal.

[Signature]
Notary Public for Oregon
My Commission expires: 7/7/04



State of Oregon

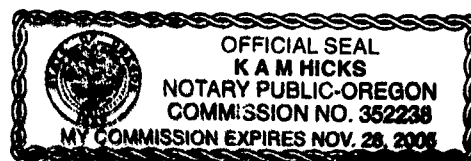
County of Deschutes

April 11, 2003

Personally appeared the above named Jayne Heyne
and acknowledged the foregoing instrument to be her voluntary act and
deed.

WITNESS My hand and official seal.

[Signature]
Notary Public for Oregon
My Commission expires: 11-28-05



State of Oregon

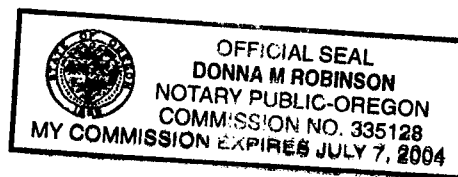
County of Deschutes

4-23-03

Personally appeared the above named James W. Galloway
and acknowledged the foregoing instrument to be his voluntary act and
deed.

WITNESS My hand and official seal.

[Signature]
Notary Public for Oregon
My Commission expires: 7/7/04



State of Oregon

County of

Deschutes

4-23-03

Personally appeared the above named Linda E. Galloway
and acknowledged the foregoing instrument to be her voluntary act and
deed.

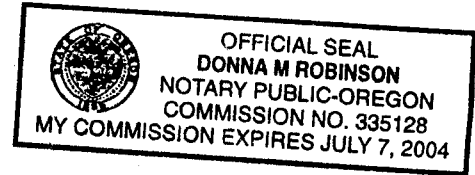
WITNESS My hand and official seal.

Donna M Robinson

Notary Public for Oregon

My Commission expires:

7/7/04



State of ~~OREGON~~ TEXAS

County of

BEXAR

5 MAY

2003

Personally appeared the above named Pamela J. Barker
and acknowledged the foregoing instrument to be her voluntary act and
deed.

WITNESS My hand and official seal.

John T. Smith
Notary Public for ~~Oregon~~ TEXAS
My Commission expires: _____

