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02/24/2006 02:16:41 PM

D-CCR Cnt=1 Stn=23 JEFF

\$25.00 \$11.00 \$10.00 \$5.00 \$20.00

After recording, return to:
Bob Turner
Slothower & Petersen, PC
205 NW Franklin Ave.
Bend, OR 97701

Tax statements shall continue to be
sent to individual lot owners of Ince Subdivision.

RESTATEMENT OF INCE SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION shall become effective upon the date of recording
by the undersigned owners of lots in Ince Subdivision ("Declarants").

RECITALS

A. Declarants are the owners of a majority of the ten lots in Ince Subdivision and this Declaration shall be binding upon Lots 1 through 10 in Ince Subdivision, Deschutes County, Oregon ("Properties").

B. Declarants desire to impose on the Properties the Covenants, Conditions and Restrictions ("CC&Rs") set forth below.

C. Prior CC&Rs for Ince Subdivision were recorded on March 17, 1971, in Book 174, Page 169, in the Deed Records of Deschutes County, Oregon ("Prior CC&Rs"). The Prior CC&Rs provide that they may be amended by a majority of the owners of the lots in Ince Subdivision from twenty-five to fifty years after they were recorded.

D. A majority of the owners of the lots in Ince Subdivision, as shown by their signatures below, wish to repeal the Prior CC&Rs that restrict their ability to subdivide their lots and/or for easements that have never been used (specifically numbers 3, 4, 5, 11 and 13 of the Prior CC&Rs), but wish to retain the remaining covenants, conditions and restrictions of the Prior CC&Rs for the privacy, and aesthetic and peaceful enjoyment of the Properties. We concur in the current zoning designation of the subdivision as Residential Standard Density.

RESTATEMENT

NOW, THEREFORE, the Declarants declare that the Prior CC&Rs, recorded on March 17, 1971, in Book 174, Page 169, in the Deed Records of Deschutes County, Oregon, are repealed in their entirety and shall have no further force or effect and that, henceforth, the Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth in this Declaration.

1. Property Subject to This Declaration. The real properties which are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration are located in Deschutes County, Oregon and consist of Lots 1 through 10 of Ince Subdivision as set forth in the County Clerk's office in Deschutes County, Oregon.

2. Use Restrictions.

2.1 The Property shall be used exclusively for residential purposes.

2.2 No building shall be erected, placed or permitted to remain on any Property other than one detached single-family dwelling and a private garage; except that a neat, barn-type building may be erected on the back 50 feet and center of the Property for the protection of no more than two horses.

2.3 No structure of a temporary character, trailer, partly finished house, shack, garage, barn or other outbuilding shall be used on any Property at any time as a residence, either temporarily or permanently. All structures, additions or alterations shall be completed on the outside in not less than six (6) months from the starting date and shall not be occupied until complete on the inside. Open carports shall not be used for storage other than that enclosed by walls of the structure.

2.4 No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.5 No sign of any kind shall be displayed to the public view on any Property except one professional sign of not more than one-third square foot and one sign of not more than five square feet advertising the Property for sale or rent, both of which must be not less than 20 feet from the property line. Signs used by a builder to advertise the Property during the construction and sale period are not restricted.

2.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Property, except two horses, two dogs, two cats or two other household pets; provided that they are not kept, bred or maintained for any commercial purpose and do not create objectionable noise, dust or odor. Horses shall be kept on the back 50 feet of the Property. Animals must belong to the owner of the Property.

2.7 No Property shall be used or maintained as a parking place for trucks, trailers, equipment or material, except during construction. No Property shall be used as a dumping ground for rubbish or used as a parking place for automobiles not in regular family use. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in clean and sanitary condition. Storage of any kind of goods, chattels, merchandise or material shall be out of sight of adjoining Property and streets.

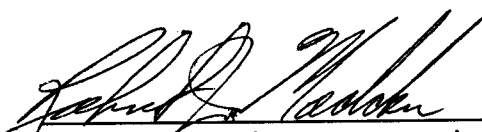
2.8 The habitable floor area of the main structure on each Property, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet for a single family unit.

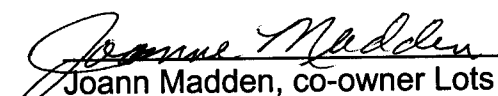
3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. No modification of these Declarations may be made unless a instrument, signed by a majority of the then-existing owners of the Properties, is recorded with the Deschutes County Clerk.

4. Arbitration. In the event of any dispute arising concerning this Declaration, the parties shall use the Arbitration Services of Portland and the rules thereunder. Should the Arbitration Services of Portland no longer exist or be otherwise unavailable, any aggrieved party may apply to the Circuit Court of Deschutes County for the appointment of an arbitrator. The decision of the arbitrator shall be final and no appeal may be taken therefrom.

5. Enforcement. Any person or entity with an ownership interest in any of the Properties shall have the right to enforce all of these covenants, conditions, and restrictions. Failure by an owner of one or more of the Properties to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action (including arbitration) is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorney fees and costs in such suit or action to be fixed by the trial court or arbitrator.

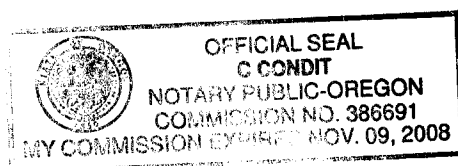
6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.


Robert J. Madden, co-owner Lots 5 & 6


Joann Madden, co-owner Lots 5 & 6

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this 14th day of FEBRUARY, 2006 by Robert J. Madden and Joann Madden.




Notary Public For Oregon
My Commission Expires: 11/9/08

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this ____ day of February,
2006 by Myron E. Peterson and Ardis J. Peterson.

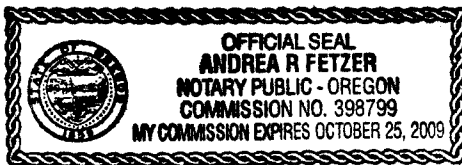
Notary Public For Oregon
My Commission Expires: _____

Darryl W. Doser
Darryl W. Doser, co-owner Lot 4

Patricia A. Doser
Patricia A. Doser, co-owner Lot 4

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this 16 day of February,
2006 by Darryl W. Doser and Patricia A. Doser.



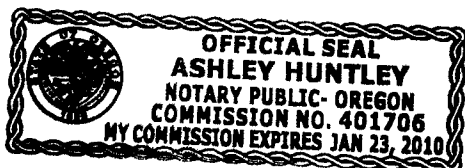
Andrea R. Fetzer
Notary Public For Oregon
My Commission Expires: 10-25-09

Reis L. Leming
Reis L. Leming, co-owner Lot 8

Kathleen K. Leming
Kathleen K. Leming, co-owner Lot 8

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this 15th day of February,
2006 by Reis L. Leming and Kathleen K. Leming.



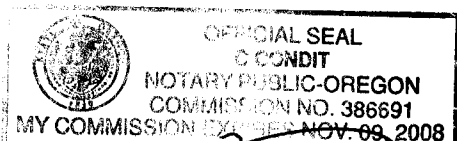
Ashley Huntley
Notary Public For Oregon
My Commission Expires: 01/23/2010

Eloise M. McClain - Co-trustee
Eloise M. McClain, co-trustee, lot 9

James I. McClain Co-trustee
James I. McClain, co-trustee, lot 9

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this 14th day of FEBRUARY,
2006 by Eloise M. McClain and James I. McClain.



Bilyeu Development, Inc., owner lot 7

C Condit
Notary Public For Oregon
My Commission Expires: 11/9/08

By: Richard Bilyeu, President

STATE OF OREGON)
) ss.
County of Deschutes)

SUBSCRIBED AND SWORN to before me this 13 day of February,
2006 by Richard Bilyeu.



Katherine A Sweeney
Notary Public For Oregon
My Commission Expires: 1/26/08