

RESERVATIONS AND RESTRICTIVE COVENANTS

BILL MAYFIELD, RON BOZARTH, and DAN HEIERMAN, hereinafter referred to as developers, make the following declaration:

To the Public:

Declaration of restrictions upon the real property situated in Deschutes County, Oregon, more particularly described in Exhibit "A" which is attached hereto and by this reference, made a part hereof.

It is the intent and purpose of these reservations and restrictive covenants to protect the rights and investments of all property owners within this development so they can be assured enjoyment from the use and habitation thereof, at the same time preserving the natural beauty and environment.

1) Restrictions

a) No residence shall be constructed on any acreage or portion thereof, which contains less than one thousand (1000) square feet of living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than Seventeen Thousand Five Hundred (\$17,500.00) dollars, including attached garages and porches. Mobile homes shall be an exception as noted in paragraph (g) below.

b) No building shall be constructed on any acreage or any portion thereof which shall be nearer than Fifty (50) feet from front property line and Twenty Five (25) feet from any interior lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as a part of the building.

c) No basements, shack, garage, or other outbuilding constructed or placed upon any portion of said acreage shall at any time be used as a temporary residence or permanent residence -- except a small trailer house may be used as a temporary residence while a

permanent residence is being constructed -- but such temporary residence shall be limited to a period not to exceed six (6) months.

d) All residence, dwellings, and other outbuildings erected shall be placed on a solid continuous concrete or masonry foundation.

e) All buildings which may be placed or constructed on any acreage or portion thereof, must be painted or process painted within six (6) months from the date that said buildings are completed. Stone, brick and masonry buildings or portions of buildings are excepted.

f) All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the state Sanitary Authority or Health Authority having jurisdiction. All sewer and water lines shall be covered to blend with the natural terrain.

g) No mobile home, smaller than fourteen (14) feet in width, to be used as a permanent residence will be allowed on any acreage or portion thereof. All mobile homes shall be models with contemporary siding and in good condition. All mobile homes and outbuildings used in connection with such mobile homes shall be constructed and shall be kept painted to remain aesthetically compatible with homes in the area. All mobile homes placed upon the property shall have a foundation or skirt of masonry or matching metal. No more than one mobile home unit or house may be on less than two and one-half (2½) acres of land. No parcel may be divided into less than two and one-half (2½) acre parcels.

h) No obnoxious or offensive trade or activity shall be carried on upon any acreage or portion thereof, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood. No swine or chickens will be allowed.

i) No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage, wrecked vehicles, or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

j) A private barn and or stable may be maintained for limited livestock production provided that such production is not a commercial or feedlot enterprise.

4) Commercial Use

No commercial use or trade shall be carried on upon any parcel without the written consent of the Property Owner's Association. No trucks with capacity in excess of three-fourths (3/4) ton and no commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area.

5) Filling and Removing

No parcel shall be altered or changed in terrain without the prior written consent from the Property Owner's Association. The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding plats. No rock, gravel or clay shall be excavated or removed from any property for commercial uses.

6) Nuisances

For the purpose of these restrictions, the term nuisance shall be defined as any activity or condition violating the provisions of these restrictions. In the event that any owner of any property in the subdivision shall fail or refuse to keep his premises free from nuisances, then the developer or the Property Owner's Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Property Owner's Association and against such parcel for the full amount chargeable to such parcel and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

7) Effective Restrictions

The above restrictions and covenants are to run with the land and shall be binding upon all parties and persons owning property within the aforescribed property and their future grantees, assigns, heirs, and successors. They shall remain in effect for a period of twenty (20) years unless changed or amended by the committee. Other than granting a variance which shall be left up to the committee, a change in restrictions

or covenants can only be effected upon a petition signed by two-thirds (2/3) of the majority of the record owners of the property agreeing to the change.

8) Remedies for Violations

If any of the above restrictions or covenants shall be violated it shall be lawful for any other person owning real property situated within said development to prosecute any proceeding against the person violating the restrictions to either permit him from so doing or to recover damages for such violation or both. Any other remedy granted by these restrictions and covenants shall be in addition to the afore-said remedy. The failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any or more of the covenants or restrictions by any court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.



Bill Mayfield
Bill Mayfield

Ron Bozarth
Ron Bozarth

Dan H. Heierman
Dan H. Heierman

SUBSCRIBED AND SWORN To before me this 10th day of

May, 1974.

Imogene Smith
Notary Public for Oregon
My Commission Expires Feb. 20-78

EXHIBIT A

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S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 24

N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 25

That portion lying N of the center of Deschutes River
Westerly from Tetherow Bridge and that portion lying
Northerly of Deschutes River Rim in SW $\frac{1}{4}$ NE $\frac{1}{4}$; and that
portion lying N of Rim SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 36 Township 14 S
Range 12 EMM.

SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 30 Township 14 S. Range 13 EMM

NW $\frac{1}{4}$ NW $\frac{1}{4}$, that portion lying N of Rim SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 31
Township 14S Range 13 EMM

Containing 1080 acres more or less

4534

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was approved for Record
the 24 day of Sept A.D. 1977
at 2:31 o'clock P.M. and recorded
in Book 211 on Page 419 Records
of Deschutes

ROSEMARY PATTERSON

County Clerk

By Deputy Deputy

Ran's Cert
80 Bx 835
Belmont Ore 97756