

A M E N D E D

BUILDING AND USE RESTRICTIONS

VOL 183 PAGE 370

LAKE PARK ESTATES

Deschutes County, Oregon

Known to all men by these presents: That the undersigned Joseph and Annette Marshall are the owners of Lake Park Estates located in Deschutes County, Oregon, and the following Building and Use Restrictions shall apply to all block in this subdivision and shall be subject to the following covenants, conditions and restrictions unless changed by a vote of a simple majority of lot owners:

- (1) The floor area of residences shall be of not less than 500 Square feet, exclusive of porches and garages.
- (2) Buildings must be suitable for year around use and must be placed on permanent continuous foundations, or consisting of concrete block, brick, pumice block or stone masonry. Pitch of the roof and size and spacing of rafters and ceilings joints must be constructed from ground level packs. Chimneys must be constructed from ground level and shall consist of pumice or concrete blocks, bricks, stone masonry or comparable fire-resistant materials.
- (3) All building and fences must be constructed in a workman-like manner of attractive, properly finished materials that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
- (4) All dwelling owners must comply with the laws of the State of Oregon, County of Deschutes as to fire protection, building constructions, sanitation and Public Health and any Deschutes County Health and Sanitation requirements supplemental thereto.
- (5) Sewage disposal systems, septic tanks and domestic water wells shall be in accordance to specifications set out by governing agencies, namely the Oregon Board of Health, DESCHUTES County Sanitation and Water Master.
 - a. All wells shall be completed with unperforated well casing that extends to a depth of not less than 18 feet below the land surface.
- (6) Garbage Disposal:
 - a. Garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled at least once a week to an approved area.
 - c. Under no condition will dumping of any refuse in any streams or on the adjoining Federal lands be permitted. The grounds and buildings shall be maintained in a neat and orderly manner.
- (7) No structure of a temporary character, basement, shack, garage, barn or out-buildings shall be used on any lot at any time as a residence either temporarily or permanently. This is not intended to prohibit temporary structures or structures used for seasonal recreational purposes.
- (8) A time limit is hereby imposed on the length required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the residence or dwelling. The period of time is from the start of construction to completion of same.

(These Building and Use Restrictions are amended for the purpose of deleting the words "garbage disposal from Par.10, line 4.)

EXHIBIT "A" - Page 2

- (9) No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- (10) The owner has caused us to be formed a non-profit organization known as the Lake Park Estates Owners Association (herein after referred to as "Association") which organization has been formed for the purposes of providing for the operation, maintenance, repair, re-building or rehabilitation of roads, streets, common areas and public ways in said subdivision, for the benefit of members of the Association who have purchased lots from the owner. The Association has a Board of Directors of five persons initially selected by the owner to serve until September 1, 1975 or until their successors are duly elected by the membership at its organizational meeting.
- (11) All owners of a parcel of property within the above described premises shall automatically become and are members of the Association. Any person purchasing any parcel within said area under an agreement of sale and/or land sales contract shall be deemed the owner of said parcel for the purposes of such membership, and joint owners of any lot shall be entitled to one membership.
- (12) The Board of Directors of the Lake Park Estates Property Owners Assn. shall annually assess each lot in the subdivision its proportionate share of the costs for maintenance of roads, streets and public ways in the Lake Park Estates subdivision. The costs of said maintenance shall include the necessary amounts incurred by the directors for insurance, bond premiums, equipment rental, materials and labor required for such operation and maintenance. The owner of the subdivision shall pay a like assessment for each lot remaining unsold in said subdivision, it being the intention that all assessments shall be uniform, as much as is practicable.
- (13) In the event any property owner shall fail to pay his assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and the costs of collection, if any, shall become and constitute a lien against the parcel or parcels owned by said delinquent property owner. The lien shall attach upon filing a claim of lien in the office of the County Clerk of Deschutes County, Oregon, within (60) days from the date thereof, particularly describing said parcel or parcels and mailing to the delinquent property owner at his last known address a copy of said claim of lien. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as is provided for the foreclosure of mechanic's liens under the laws of the State of Oregon. If no such claim of lien shall have been filed but no action to enforce such lien shall have been commenced within six (6) months after such filing, then such claim and/or lien shall be null and void.
- (14) A copy of the Articles of Association for said organization will be mailed to any member of the Association upon request.
- (15) These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the subdivision. It is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce restrictions herein set forth.

- (16) Invalidation of any of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment or decree shall in no way effect any of the other remaining provisions thereof which shall in such case continue to remain in full force and effect.
- (17) The foregoing covenants, restrictions, or conditions are to be in effect until January 1, 1975 and are automatically extended for successive periods of five (5) years unless the owners of a majority of the parcels agree in writing at least four (4) months before the expiration date thereof to change them.
- (18) Nothing herein shall be interpreted to prevent lot owner from using his lot for seasonal-recreational use.

Dated this 16th day of Sept. 1971

LAKE PARK ESTATES

E. Joseph Marshall
Annette Marshall

STATE OF CALIFORNIA,
 COUNTY OF Los Angeles } ss.
 On September 16, 1971 before me, the under-
 signed, a Notary Public in and for said State, personally appeared
Joseph Marshall and Annette Marshall

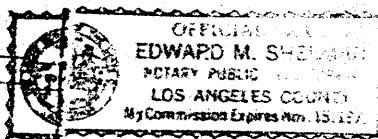
to be the person s whose name s are known to me
 instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)

Signature Edward M. Sherman
Edward M. Sherman
 Name (Typed or Printed)

Notary Public in and for said State



18000 Ventura Blvd., Encino, Calif. 91376

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
 ment of writing was received for Record
 the 22 day of Dec A.D. 1971
 at 4:15 o'clock P.M. and recorded
 in Book 182 on Page 310 Records
 of Wendy

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ROSEMARY PATTERSON

County Clerk

By James H. H. H. Deputy