

9523

PROTECTIVE RESTRICTIONS FOR ROMAINE VILLAGE

LARRY J. ROMAINE and LOIS F. ROMAINE, owners of Romaine Village, Deschutes County, Oregon, hereinafter called the Developer, in order to provide for the orderly development of said subdivision, do hereby and by these presents subject the following-described real property:

Block 6: Lots 7, 8, 9, 10, 12, 13, 14, 18, 21, 22, 23, and 24.

Block 7: Lots 4, 5, 8, 9, 10, 11, 12, and 14.

Block 8: Lots 1, 2, 3, 4, 5, 6, 14, 15, 18, and 19.

Block 9: Lots 13, 15, 16, 17, 18, 20, 21, and 23.

Unit 4, Romaine Village and Lot 16, Block 3, Unit 3, Romaine Village, Deschutes County, Oregon.

to the following restrictions:

Section 1. Romaine Village is exclusively for mobile homes.

Section 2. No lot shall be used except for residential purposes.

Section 3. No mobile home smaller than twelve (12) feet by forty (40) feet, or comparable footage, shall be placed upon a lot and not more than one (1) mobile home shall be placed upon a lot. All mobile homes shall be kept in good condition and shall be kept painted and in repair to remain esthetically compatible with other mobile homes in the tract. Each lot shall be maintained in a neat and attractive fashion.

Section 4. Mobile homes shall be set back from the streets a minimum of twenty-five (25) feet, five (5) feet from any side line and fifteen (15) feet from the rear property line. Any variance must be approved by developer.

Section 5. Skirting must be provided for all mobile homes within thirty (30) days after occupying the property and must be of an approved fireproof material. Decks must be skirted.

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Section 6. Fences and building including carports and storage sheds shall be constructed in a manner that will not degrade the area and must be completed including painting within ninety (90) days from start of construction.

Section 7. There shall be no domestic animals except dogs and cats, which are not kept, bred, or raised for commercial purposes and are not a nuisance to other lots. No pets shall be allowed to run at large and shall be kept on the owner's lot.

Section 8. All dwellings shall have an individual sewage disposal system in compliance with the requirements of State Sanitary Authority or Health Authority having jurisdiction. Drain fields shall be used. No drain holes will be allowed.

Section 9. No unlicensed cars, car bodies, or any other unsightly objects will be allowed on any lot. This is aimed to keep the lots reasonably clean and prevent rubbish accumulations.

Section 10. Garbage and rubbish must be kept in covered containers and must be removed from the premises regularly. All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring units and common areas.

Section 11. No unnecessary tree cutting will be allowed in order to preserve the natural surroundings.

Section 12. All utilities in Romaine Village are underground. Therefore, landscaping must be planned as not to interfere with the utilities.

Section 13. Underground television cable is provided. Therefore, no overhead antennas will be allowed.

Section 14. Nothing is to be stored on decks and porches except lawn furniture.

Section 15. No firearms shall be discharged upon the property.

Section 16. Landscaping shall be started and completed in ninety (90) days. Each lot and its improvements shall be maintained in a clean and attractive condition in good repair, and landscaping shall be comparable with other lots.

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Section 17. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said lands and all persons claiming by, through, or under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreeable to change said covenants in whole or in part.

Section 18. Invalidity of any one of these foregoing covenants, restrictions, or conditions, or any portion thereof, by court order, judgment, or decree shall in no way affect any of the other remaining provisions hereof which shall in such case continue to remain in full force and effect.

Section 19. All mobile homes being placed in Romaine Village shall be in good condition and appearance and Romaine Village reserves the right to inspect the mobile home prior to move in.

Section 20. Developer must approve all building structures.

Section 21. No offensive or commercial activity shall be carried on in any unit nor shall anything be placed or constructed on any unit or anything done on a unit which interferes with or jeopardizes the enjoyment of other units, common areas, service areas, or private areas within Romaine Village.

Section 22. Developer may from time to time annex to Romaine Village real property. The annexation shall be accomplished by Developer's stating in a declaration that such area is to be a part of Romaine Village. In any such declaration Developer shall state the extent to which such additional areas shall be subject to the covenants and restrictions herein set forth and shall set forth any additional covenants and restrictions applicable to such additional areas.

Section 23. Developer has constructed and maintains a recreation area including, but not limited to, a recreational hall, swimming pool, therapeutic pool, sauna, and exercise room. Developer shall have the right to impose an assessment against each lot owner in Unit 4 in an amount not in excess of \$10 per month for the maintenance, repair, remodeling, insurance, taxes, and overhead cost of operation of all recreational facilities. Such assessment shall be uniformly applied to all lots. Lot owner means all owners of a lot as shown on Developer's records. The assessment shall be paid by the 10th day of each month. The assessment shall begin at the time the lot is occupied or six months from the date of the purchase of the lot, whichever event is the first to occur.

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Section 24. The maximum amount of the assessments provided in Section 23 shall be increased by 5 percent for each 5 percent increase occurring after January 1, 1974 over the level on January 1, 1974 of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Items, United States City Average (1957-1959 equals 100), or the successor of such index.

Section 25. The assessment in Section 23 shall be a separate, distinct, and personal debt and obligation of the lot owner against whom the assessment is levied or imposed. If the assessment is not paid when due the lot owner shall be in default and the amount due shall become a lien against the lot owner's lot upon the filing by the Developer in the mortgage records of Deschutes County, Oregon a notice of lien setting forth the amount due and description of the lot against which the lien is imposed. Such lien shall be subordinate to any mortgage or trust deed which was recorded prior to the filing of the lien. Developer may foreclose the lien in the same manner as real property mortgage at any time within three years following the date of filing the lien.

IN WITNESS WHEREOF, LARRY J. ROMAINE and LOIS F. ROMAINE, hereunto set their hands this 16 day of April, 1973.

Larry J. Romaine
Larry J. Romaine

Lois F. Romaine
Lois F. Romaine

STATE OF OREGON, County of Deschutes, ss:

April 16, 1973

Personally appeared the above-named LARRY J. ROMAINE and LOIS F. ROMAINE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of conveyance was received for Record the 24 day of April AD. 1973 at 10 o'clock P.M. and recorded in Book 144 on Page 687. Records of Deschutes

ROSEMARY PATTERSON

County Clerk

Deborah R. Pancher

DEBORAH R. PANCHER, HOLMES & HURLEY

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Charles A. [Signature]
Notary Public for Oregon
My Commission Expires:

My Commission Expires Oct. 9, 1979



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