

PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
THE WINCHESTER

A subdivision of Deschutes County, Oregon

Owner and developer, John J. Fulton and Myron L. Kauffman, being the sole parties having an interest in those portions of SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 26, Township 17 South, Range 12 East of the Willamette Meridian, platted and filed of record as "The Winchester Subdivision", Deschutes County, Oregon do hereby and by these presents subject said subdivision, and the whole thereof, to the following Protective Covenants, Restrictions and Conditions:

NOW, THEREFORE, Subdivider hereby declares that the purpose of these covenants and restrictions is to insure the use of the property for attractive single-family residential purposes only, except for those designated for duplexes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness of the property and its value for residential purposes will not be permitted.

LAND USE and BUILDING TYPE

No lot shall be used except for single-family residential purposes (except for those designated for duplexes). No building shall be erected, altered, placed or permitted to remain on any

lot other than one single-family dwelling not to exceed two and one half stories in height or 25 feet from plate to sill, together with a private garage or carport, which garage or carport shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. Duplexes shall be constructed in such a way as to be consistent with the requirements stipulated in these covenants. They shall be designed to appear as closely as possible to a single family structure.

Accessory buildings will be allowed provided they are located more than 50 feet from a street line. Such structures must generally conform to the architectural design and finish of the home proper and may not be used for living purposes. All such structures must be completed and painted within six months of first construction.

1. Building location

- a. Must conform to local governmental body and building ordinances and restrictions.
- b. Each building shall be located on each parcel so as to keep as compatible as possible with the natural surroundings and with other houses.

2. Fences and hedges

- a. Must conform to local governmental body and building ordinances and restrictions.

3. Time of Construction

- a. All buildings constructed must be completed within twelve months from the date construction is commenced, exclusive of inside finish work.

4. Building exteriors

- a. The use of new material on all exterior surfaces

will be required, used brick will be permissible. It is desired that the exterior material used be indigenous to the northwest.

- b. Exterior surfaces shall be finished with wood stain except that paint may be used for trim or accent panels, but in harmony with other residences.

5. Mobile structures

- a. No building, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other outbuilding, shall be moved upon the premises, except modular homes constructed to conform with restrictions and covenants stated herein.

6. Size of residence

- a. No residence shall be constructed of less than 1,100 square feet of living area, exclusive of garages, porches and outbuildings. Detached garages or other outbuildings shall be constructed of quality materials and have an appearance which will conform to the residence.

7. Driveways

- a. All driveways to be concrete and there shall be no excavation on any lot for gravel or cinders.

8. Landscape timing

- a. All front yards shall be landscaped within six (6) months after the exterior of a residence is finished. Landscaping shall be done in a professional looking manner.

9. Excessive vehicles

- a. No disabled motor vehicles are to be on the property at any time. Motor vehicle parts are not to be left outside of garages or other buildings.

10. Nuisances

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

11. Temporary structures

- a. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be

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used on any lot at any time as a residence either temporarily or permanently.

12. Signs

- a. No sign of any kind, shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. Livestock and Poultry

- a. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

14. Garbage and Refuse Disposal

- a. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Term

- a. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. These restrictions may be voided by any action of eminent domain.

16. Enforcement

- a. Enforcement shall be by proceedings at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Severability

- a. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Subdivider herein, has hereunto set its hand and seal this 10 day of January, 1978.

John J. Fulton
John J. Fulton

Myron L. Kauffman
Myron L. Kauffman

STATE OF OREGON
County of Linn

ss.

January 10, 1978

Personally appeared the above-named John J. Fulton and Myron L. Kauffman and acknowledged the foregoing instrument as their voluntary act.

Before me:

C. C. [Signature]
Notary Public for Oregon

My commission expires:

7/23/79

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25285

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 24th day of May, A.D. 1978 at 2:27 o'clock A. M., and recorded in Book 270 on Page 84 Records of Deeds

ROSEMARY PATTERSON

County Clerk

By [Signature] Deputy

Fulton & Kauffman
P.C. 604

7/22/78