

PROTECTIVE COVENANTS
VALE HEIGHTS SUBDIVISION
MALHEUR COUNTY, OREGON

INSTRUMENT NO: 57518
RECORDED: JAN 5, 1979

KNOW ALL MEN BY THESE PRESENTS, that 9 MILE FARMS, INC. an Oregon corporation, and TIMOTHY M. SMITH and MARY LEE SMITH, husband and wife, are the owners of that certain real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, which land is the land in Vale Heights Subdivision in Sections 18 and 19 of Twp. 15 S., R. 45 E., W.M., according to the official plat thereof.

For the purpose of establishing a general plan for the development, improvement, maintenance and protection of the above described real property, the above named owners do hereby establish protective restrictions and covenants as herein set forth.

The protective restrictions and covenants shall attach to and shall pass with the real property hereinabove described and shall bind all persons who may at any time to time own or claim any right, title or interest in and to said real property, whether acquired through voluntary act or operation of law. All instruments of conveyance shall contain a reference to these protective restrictions and covenants by reference to book and page or instrument number of the County Clerk of Malheur County, Oregon, and by such reference all provisions herein shall be deemed to be part of such conveyance as though fully set out herein.

1. LAND USE AND BUILDING TYPE: Except as hereafter provided, no lot shall be used except for residential purposes. No building other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than five cars and compatible accessory building, all of which shall be constructed out of new materials.

It is agreed that Lot 5, Block 4, Vale Heights Subdivision, may be used for a gravel pit, said gravel to be used for the construction, maintenance and repairs of the roads lying within the boundaries of the above described property. This shall not preclude part of Lot 5 from being used for residential purposes.

2. DWELLING: The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,200 square feet for a one story building and not less than 900 square feet for a dwelling of more than one story, except that in no case may the total area be less than 1,200 square feet. No mobile homes, including double wide mobile homes, shall be erected, altered, placed or permitted to remain on any lot.

3. BUILDING LOCATION:

(a) No building shall be located on any parcel nearer to the front parcel line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any parcel nearer than 50 feet to any side street line.

(b) No dwelling shall be located nearer than 20 feet to an interior parcel line. No garage or other permitted accessory building shall be located nearer than 20 feet to rear parcel line.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a parcel to encroach upon another parcel.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any parcel at a point where that parcel has a width of less than 90 feet, nor shall any dwelling be erected or placed on any parcel having an area of less than 20,000 square feet.

5. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the easements. The easement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES: 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.

7. TEMPORARY STRUCTURE: No structure of a temporary nature, basement, tent, shack, garage, trailer house, barn or other out building shall be used on any lot at anytime as a residence, either temporarily or permanently, and no old temporary or unsightly structures shall be moved or placed on any of said lots. Camp trailers for private use may be parked or stored but not occupied as living quarters or otherwise used.

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

9. GARAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No such refuse shall 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, and disposed of at least bi-weekly by either commercial or private means.

10. WATER AND SEWAGE SYSTEM: No individual water supply system or sewage system shall be permitted on any lot unless the system is designed, located and constructed in compliance with the requirements and standards of all state, county or local public health authorities authorized to regulate the construction and use of the same.

11. LOT CONDITION: Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at street or road intersections shall be placed or permitted to remain on any corner lots. The same limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a

driveway. No trees shall be permitted to remain unless the foliage line is maintained at a height sufficient to prevent obstruction of sight lines at the aforementioned intersections.

13. DIVISION OF PARCELS: Provided that approval can be obtained from the appropriate State, County and local authorities, any one lot may be subdivided into not more than two lots.

14. ADJOINING FARM LANDS: Parcel owners may not interfere with, or object to the operations or practices of adjoining farm owners.

15. COMPLETION AND OCCUPANCY: All buildings shall be completed and the exteriors of the buildings painted within one year from time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and painted.

16. ANIMALS: No lot shall be used for raising hogs, goats or other animals or as a place for keeping horses, mules, cattle or animals of any kind, providing that the occupant of each residence may keep domestic animals for his own use and pleasure, not exceeding two head of cattle, or two sheep, or two horses, or two mules, or any two head of cattle, or two sheep, or two horses, or two mules, or any combination of two animals together with their offspring up to the age of one year. No hogs or swine of any kind will be permitted on any lot. Ducks and chickens will be the only poultry permitted and must be confined to sanitary enclosures only. Domestic dogs and cats shall be permitted, however, dogs must not be allowed to run free at night or when the owner is absent. No commercial dog kennels shall be permitted.

All animals must be maintained in suitable enclosures and must create no objectionable noise or in no way shall they be allowed to create a nuisance to neighboring land owners.

17. WEED CONTROL: Parcel owners shall be responsible for keeping their property free of weeds to the edge of the improved surface of the street or road.

18. TERM: 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 twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and until an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. SEVERABILITY: Invalidation of any provision or part thereof contained in these covenants by judgment or court order shall in no wise affect or invalidate any of the other provisions or the remainder of any provision but the same shall be and remain in full force and effect.

20. ENFORCEMENT: Enforcement shall be by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant herein, either to restrain violation or recover damages therefor.

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of December, 1978.

PROTECTIVE COVENANTS FOR VALE HEIGHTS SUBDIVISION
ONTARIO, OREGON, MALHEUR COUNTY, COUNTY

KNOW ALL MEN BY THESE PRESENTS: That 9 MILE FARMS, INC., an Oregon corporation, and M. SMITH and MARY LEE SMITH, husband and wife, are the owners of that certain real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, which land is the land in Vale Subdivision in Sections 18 and 19 of Twp. 15 S., R. 45 E., W.M., according to the official plat thereof.

For the purpose of establishing a general plan for the development, improvement, maintenance and protection of the above described restrictions and covenants as herein set forth.

The protective restrictions and covenants shall attach to and shall pass with the real property hereinabove described and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property, whether acquired through voluntary act or operation of law. All instruments of conveyance containing a reference to these protective number of the County Clerk of Malheur County, Oregon, and by such reference provisions herein shall be deemed to be part of such conveyance as though fully set out herein.

1. LAND USE AND BUILDING TYPE. Except as hereafter provided, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than five compatible accessory buildings, all of which shall be constructed out of new materials.

It is agreed that Lot 5, Block 4, Vale Heights Subdivision, may be used for a gravel pit, said gravel pit to be used for the construction, maintenance and repairs of the roads lying within the boundaries of the above described property. This shall not preclude part of Lot 5 from being used for residential purposes.

2. DWELLING. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,200 square feet for a one story building and not less than 900 square feet for a building more than one story, except that in no case may the total area be less than 1,200 square feet. No mobile homes, double wide mobile homes, including double wide mobile homes, shall be erected, altered, placed or permitted to remain on any lot.

3. BUILDING LOCATION:

(a) No building shall be located on any parcel nearer to the front parcel line or nearer to the side parcel line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any parcel nearer than 50 feet to any side street line.

(b) No dwelling shall be located nearer than 20 feet to an interior parcel line. No garage or permitted accessory building shall be located nearer than 20 feet to an interior parcel line. No dwelling shall be located on any parcel nearer than 20 feet to the rear parcel line.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a parcel to overhang upon another parcel.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, age or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

4. **LOT AREA AND WIDTH:** No dwelling shall be erected or placed on any parcel at a point where it has a width of less than 90 feet, nor shall any dwelling be erected or placed on any parcel having an area of less than 10,000 square feet.

5. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage channels in the shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.

6. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall any work be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES:** No structure of a temporary nature, basement, tent, shack, garage, house, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently. Old temporary or unsightly structures shall be moved or placed on any of said lots. Camp trailers for private use shall be parked or stored but not occupied as living quarters or otherwise used.

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than two square feet, one sign of not more than five square feet advertising the property for sale or rental, or one sign used by a builder or developer to advertise the property during the construction and sales period.

9. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for trash, garbage, or other waste. No such refuse shall be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept, except in sanitary containers. All incinerating equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and disposed of by-weekly by either commercial or private means.

10. **WATER AND SEWAGE SYSTEM:** No individual water supply system or sewage system shall be installed on any lot unless the system is designed, located and constructed in compliance with the requirements and standards of the state, county or local public health authorities authorized to regulate the construction and use of the same.

11. **LOT CONDITION:** Each lot shall be maintained in a good clean condition and free of hazards to the public property and to the occupants thereof.

12. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge, or shrub planting which obstructs sight lines at street or road intersections shall be placed or permitted to remain on any corner lots. The same limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain unless the foliage line is maintained at a height sufficient to prevent obstruction of sight lines at the aforementioned intersections.

13. **DIVISION OF PARCELS:** Provided the approval can be obtained from the appropriate State, County and local authorities, any one lot may be subdivided into not more than two lots.

14. **ADJOINING FARM LANDS:** Parcel owners may not interfere with, or object to the operations or projects of adjoining farm owners.

15. **COMPLETION AND OCCUPANCY:** All buildings shall be completed and the exteriors of the buildings shall be painted within one year from time construction is commenced. No dwelling shall be occupied for any purpose until such time as the exterior of such dwelling shall have been completed and painted.

16. **ANIMALS:** No lot shall be used for raising hogs, goats or other animals or as a place for keeping such animals. Mules, cattle or animals of any kind, providing that the occupant of each residence may keep domestic animals.

use and pleaseure , not exceeding combination of two animals together with their offspring up to the age of one
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confined to sanitary enclosures only. Domestic dogs and cats shall be permitted, however, dogs must not be
free at night or when the owner is absent. No commerical dog kennels shall be permitted.

All animals must be maintained in suitable enclosures and must create no objectionable noise or in no
be allowed to create a nuisance to nighboring land owners.

17. WEED CONTROL: Parcel owners shall be reponsible for keeping their property free of weeds to
the improved surface of the street or road.

18. TERM: These covenants are to run with the land and shall be binding on all parties and all person claim
them for a period of twenty years from the date these covenants are recorded, after which time said covenants sh
automatically extended for successive periods of ten years unless and until an instrument signed by a majority
owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. SEVERABILITY: Invalidation of any provision or part thereof contained in these covenants by
court order shall in no wise affect or invalidate any of the other provisions or the remainder of any provision but
shall be and remain in full force and effect.

20. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity, against any person
violating or attempting to violate any covenant herein, either to restrain violation or to recover damages therefor.

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of December, 1977

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of
_____, 1977.

INSTRUMENT NO. 1320
PAGE 1 OF 3 PAGES

STATE OF OREGON
County of Malheur

Inst. No. 99-1320
I certify that the within instrument
writing was received for record on
the 22 day of Feb 19 99
at 8:05 O'clock P. M.

DEBORAH R. DeLONG
County Clerk
By: Saylor V. Satter Deputy

AMENDED
PROTECTIVE COVENANTS
for VALE HEIGHTS SUBDIVISION
As filed Dec. 22, 1978 Inst. No. 57518
MALHEUR COUNTY

184519A

- 300
- 400
- 500
- 2700
- 3000
- 3100
- 2200
- 1800
- 1500
- 400
- 3800
- 600
- 780
- 800
- 3700
- 2300
- 2800
- 2900
- 400
- 2100
- 1000
- 1100
- 1200
- 4200
- 4800
- 4500
- 4600
- 4700
- 4800
- 4900
- 5200
- 5300
- 5800

KNOW ALL MEN BY THESE PRESENTS, that James A. Blackburn, DELLA M. Blackburn, James L. Blackburn, Mary L. Anderson and Gerald Blackburn are the owners of that certain real property more particularly described on Exhibit 'A' attached hereto and by this reference made a part thereof, which land is in the VALE HEIGHTS SUBDIVISION in section 18 and 19 of twp. 18 S., R. 45 E. W. 1 M., according to the official plat thereof..

For the purpose of establishing a general plan for the development, improvement, maintenance, and protection of the above described real property, the named owners do hereby establish protective restrictions and covenants as herein set forth.

The protective restrictions and covenants shall attach to and shall pass with the real property hereinabove described and shall bind all persons who at any time hereafter and from time to time own or claim any right, or title or interest in, and to said real property, whether acquired through voluntary act or operation of law. All instruments of conveyance shall contain a reference to these protective restrictions and covenants by reference to book and pages of instrument number of County Clerk of Malheur County, Oregon, and by such reference all provisions herein shall be deemed to be part of such conveyance as though fully set out herein.

1. DWELLING ; The ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than 1400 square feet for a one story building, and not less than 1000 square feet for a building of more than one story, except that in no case may the total area be less than 1400 square feet. Premanufactured homes will be permitted of not less than 1400 square feet of floor space and must meet current Oregon building requirements including energy, foundation, wood siding or better and 3-12 roof slope.

2. BUILDING LOCATION

(a) No building shall be located on any parcel nearer to the front parcel line or nearer to the street line than the minimum building set back lines shown on the recorded plat. In any event no building shall be located on any parcel nearer than 50 feet to any side street line.

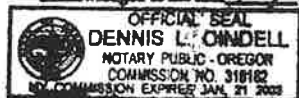
AFTER RECORDING:
J.A. Blackburn
1200 Yakima N
Vale, OR 97918

End

James A. Blackburn
Della M. Blackburn

STATE OF OREGON
COUNTY OF MALHEUR

On this 18th day of FEB in the year 1999, before me, a Notary Public, personally appeared JAMES A. BLACKBURN AND DELLA M. BLACKBURN known or identified to me to be the persons whose names are described in the within instrument, as acknowledged to me that they executed the same.



Dennis L. Ondell
Notary Public
Residing at Dunnville
My commission expires 1-21-2003

James I. Blackburn by *J. A. Blackburn* att in part
James I. Blackburn by *J. A. Blackburn* att in part
Gerald Blackburn by *J. A. Blackburn* att in part

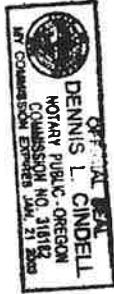
ATTORNEY-IN-FACT

STATE OF OREGON

County of Malheur

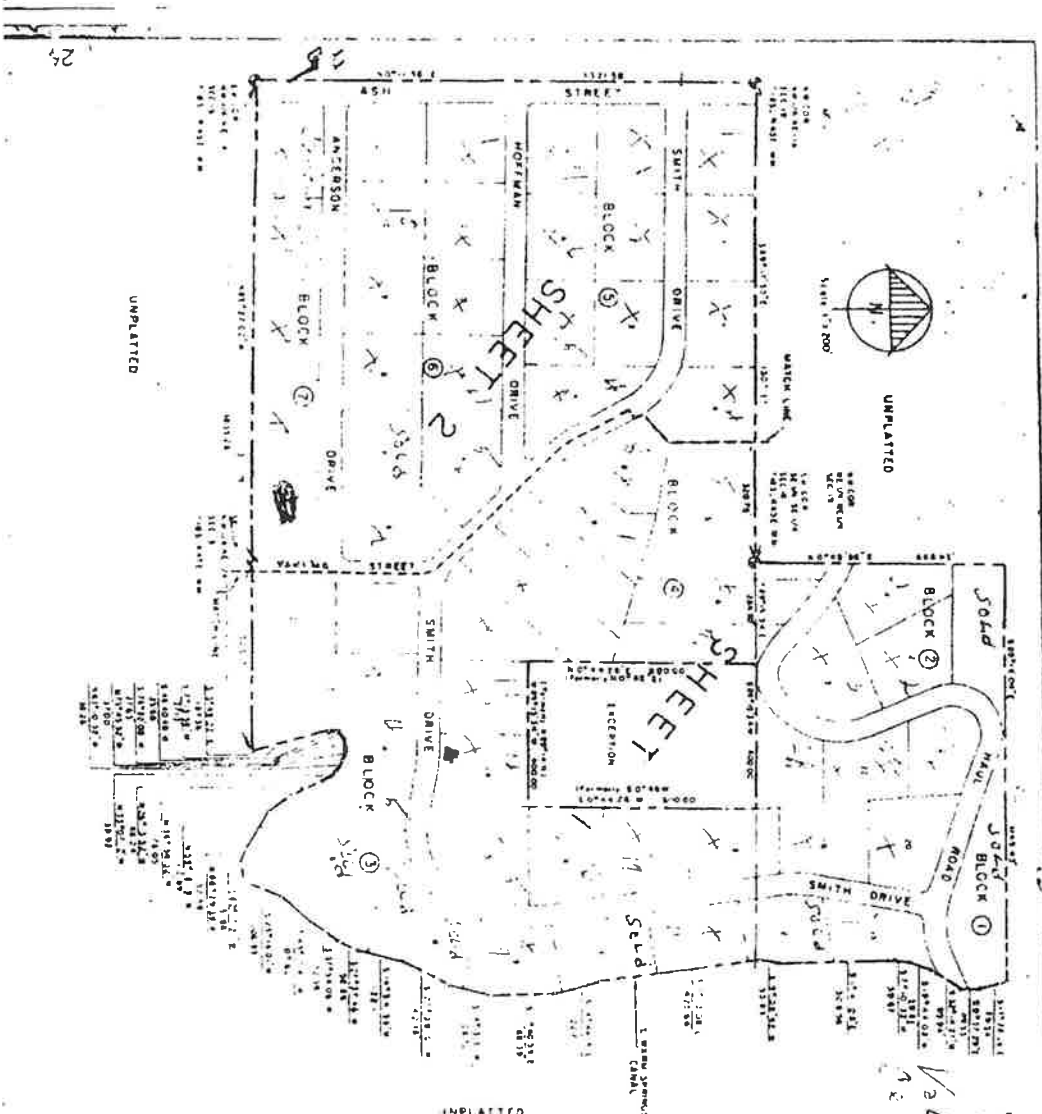
The foregoing instrument was acknowledged before me
this 18th day of Feb, 1909 by J. A. Blackburn
on behalf of:
James I. Blackburn
Mary Lowene Anderson
Gerald Blackburn

Seal



[Signature]
Notary Public for Oregon
My commission Expires 1-21-2003

- BLOCK 2 - lots 2, 3, 4,
- BLOCK 3 - lots 5, 6, 7, 8, 9, 10, 11, 12
- BLOCK 4 - lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23
- BLOCK 5 - lots 1, 2, 3, 4, 5, 6, 7,
- BLOCK 6 - lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10



VALE HEIGHTS SUBDI
INDEX MAP
Malheur County

STATE OF OREGON
COUNTY OF MALHEUR

Recorded in Malheur County, Oregon, on this 13th day of May, 1932, at 10:30 A.M.

STATE OF OREGON
COUNTY OF MALHEUR

Notary Public
My Comm. Expires 1933

Witness my hand and seal of office at Vale, Oregon, this 13th day of May, 1932.

Notary Public
My Comm. Expires 1933

Witness my hand and seal of office at Vale, Oregon, this 13th day of May, 1932.

Notary Public
My Comm. Expires 1933

Witness my hand and seal of office at Vale, Oregon, this 13th day of May, 1932.