

BUILDING AND USE RESTRICTIONS

ANDERSON ACRES

Deschutes County, Oregon

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Glenn H. Anderson and Helen Rae Anderson, husband and wife, owners and Carey S. Stearns and Betty H. Stearns, husband and wife, mortgagees, being the sole persons having an interest in that portion of Section 34, Township 21 South, Range 10, East of the Willamette Meridian, which has been platted and filed as "Anderson Acres" in Deschutes County, Oregon, do hereby and by these presents subject said subdivisions, and the whole thereof, to the following Building and Use Restrictions:

1. All residences, dwellings and other buildings erected shall be placed on a solid poured concrete or pumice block foundation.

2. No residence shall be constructed with less than 500 square feet living area, exclusive of garages, porches and outbuildings.

3. All dwellings shall have an individual sewage disposal system, including septic tanks of an FHA approved type.

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

5. All buildings which may be placed or constructed on any portion of the above described tract, excepting the portions or whole thereof constructed of brick or stone, shall be painted or properly painted within six months of the date said buildings are completed.

6. No lot shall be re-subdivided into building lots or used for more than one residence.

7. These restrictions shall be deemed to be for the protection and benefit of each of the owners or occupants of any portion of the above described subdivisions, and it is intended hereby that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth.

8. These restrictions shall remain in full force and effect in binding on the owner or tenant of any lot or any portion thereof, and shall be binding on the heirs or assigns of the owner or tenant of any lot or any portion thereof.

under them.

9. Invalidation 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.

IN WITNESS WHEREOF, we the undersigned have affixed our signatures and seals this 10<sup>th</sup> day of June, 1960.

Glenn H. Anderson (SEAL)  
Glenn H. Anderson

Helen Rae Anderson (SEAL)  
Helen Rae Anderson

Owners

Carey S. Stearns (SEAL)  
Carey S. Stearns

Betty H. Stearns (SEAL)  
Betty H. Stearns

Mortgagees

STATE OF OREGON }  
County of Deschutes } ss.

BE IT REMEMBERED, That on this 10<sup>th</sup> day of June, 1960, before me, the undersigned, a Notary Public in and for the County and State, personally appeared the within named GLENN H. ANDERSON and HELEN RAE ANDERSON, husband and wife, and CAREY S. STEARNS and BETTY H. STEARNS, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Notary Public for Oregon  
My Commission expires: 1-19-62