

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF
S1/2 SE1/4 OF SEC. 2, TWP. 15S, R. 10 E.W.M.
DESCHUTES COUNTY, OREGON, TO BE KNOWN AS
BITTERBRUSH SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned CHESTER A. BRADLEY and VIRGINIA A. BRADLEY, who are officers of C & V Inc., an Oregon corporation, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions and restriction, which shall run with the land and be for the benefit thereof to-wit:

1. No building, or other structure of any kind whatsoever shall be constructed on said property for use for any other purpose than a residence together with such incidental buildings as may be and are ordinarily used in connection with a residence. A private stable or barn may be maintained to maintain horses or cattle for personal use.
2. No swine or poultry shall be kept or maintained on premises.
3. No building shall be erected on said property, any portion of which shall be nearer than twenty-five (25) feet from any boundary.
4. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. No trailer, basement, tent, shack, garage or other out-building constructed or placed upon any portion of said property shall at any time be used as a temporary or permanent residence except that a mobile home may be used for a period up to six (6) months.
6. No residence shall be constructed of less than 600 square feet living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than \$6,000.00 including attached garages and porches. Detached garage or stable shall be constructed of quality and appearance that will conform to the residence. No lot shall be subdivided into more than two (2) parcels and no parcel shall be less than one (1) acre.
7. All buildings and fences must be constructed in a workman-like manner of attractive, properly finished material that harmonize with the surroundings. Fences shall not exceed 60 inches in height.
8. All buildings which may be placed or constructed on any portion of the above described property excepting the portions or whole thereof constructed of brick or stone shall be painted or process painted as to exterior within six (6) months of the date said buildings are completed.

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9. All dwellings shall have an individual sewage disposal system consisting of a septic tank and with drainage field only, or city sewer installed in compliance with the requirements of State Sanitary Authority or Health Authority having jurisdiction. No drilled or dry hole drain allowed.

10. A time limit is hereby imposed on the length of time required for construction of the residence structure. A period of time not to exceed twenty-four (24) months is allowed to complete the exterior of the dwelling or residence. The period of time is from the start of construction to completion of same.

11. No sign of any kind shall be displayed to the public view on any of the property except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder or subdividers to identify the property to be sold.

12. The property shall not be used or maintained as a dumping ground for rubbish, abandoned automobiles or parts, trash, garbage or other waste and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No trees shall be cut or removed on said property except those which are on road ways or building sites. A building site shall include an area extending fifty feet from the exterior walls of a building. Trees which are dead may be cut and removed.

14. It is not the intent of any of these restrictions to prohibit the use of these lots for seasonal or recreation type homes.

15. 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.

16. The foregoing covenants, restrictions or conditions are to be in effect until January 1, 1980, and are automatically extended for successive periods of ten (10) 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.

C & V, Inc.

By Chester A. Bradley
Chester A. Bradley President

By Virginia A. Bradley
Virginia A. Bradley Secretary

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STATE OF OREGON }
County of Deschutes }

ss..

April 10, 1970

Personally appeared CHESTER A. BRADLEY and VIRGINIA A. BRADLEY who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of C & V INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Paul Gardner
Notary Public for Oregon
My commission expires: May 28, 1970



INC. 6000
STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record on 16th day of April A.D. 1970 at 4:13 o'clock P.M., and record in Book 169 on Page 683 Record of Deeds

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Walter M. Deery
County Clerk
By Cyrus Deery Deputy