

BUILDING AND USE RESTRICTIONS  
FOR  
BUENA VENTURA DEVELOPMENT

WILLIAM R. MAYFIELD, ROBERT H. MAYFIELD and VINCENT GISLER, being the owners of the real property described in attached Exhibit A and made a part hereof as though wholly incorporated herein, also known as Buena Ventura Subdivision development in Deschutes County, Oregon, in order to provide for the orderly development, do hereby, by these presents, subject the afore-described real property and the whole thereof to the following building and use restrictions:

It is the intent and purpose of these Building and Use Restrictions to protect the rights and investments of all property owners within this development so they can be assured enjoyment from the use and habitation thereof, at the same time preserving the natural beauty and environment.

1. Building and Use Restrictions.

(a) No residence shall be constructed on any acreage or portion thereof, which contains less than one thousand (1,000) square feet of living area, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars, including attached garages and porches. Mobile homes shall be an exception as noted in paragraph (g) below.

(b) No building shall be constructed on any acreage or any portion thereof which shall be nearer than fifty (50) feet from front property line and twenty-five (25) feet from any interior lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as a part of the building.

(c) No basements, shacks, garages, or other outbuildings constructed or placed upon any portion of said acreage shall at any time be used as a temporary residence or permanent residence -- except a travel trailer may be used as a temporary residence while a permanent residence is being constructed -- but such temporary residence shall be limited to a period not to exceed six (6) months.

(d) All residences, dwellings, and other outbuildings erected shall be placed on a solid continuous concrete or masonry foundation.

(e) All buildings which may be placed or constructed on any acreage or portion thereof, must be painted or process painted within six (6) months from the date that said buildings are completed. Stone, brick and masonry buildings or portions of buildings are excepted.

(f) All dwellings shall have an individual sewage disposal system installed and constructed in compliance with the requirements of the state Sanitary Authority or Health Authority having jurisdiction. All sewer and water lines shall be covered to blend with the natural terrain.

(g) No mobile home, except a double wide with pitched roof and eaves, to be used as a permanent residence will be allowed on any acreage or portion thereof. All mobile homes shall be models with contemporary siding and in good condition. All mobile homes and outbuildings used in connection with such mobile homes shall be

constructed and shall be kept painted to remain aesthetically compatible with homes in the area. All mobile homes placed upon the property shall have a foundation or skirt of masonry or matching metal. No more than one mobile home unit or house may be on less than two and one-half (2½) acres of land. No parcel may be divided into less than two and one-half (2½) acre parcels.

(h) No obnoxious or offensive trade or activity shall be carried on upon any acreage or portion thereof, nor shall anything be done thereof which may be or may become an annoyance to the neighborhood. No swine or chickens will be allowed.

(i) No acreage shall be used or maintained as a dumping ground for rubbish, trash, garbage, wrecked vehicles, or other waste. Any normal accumulation of garbage or waste shall be kept in sanitary containers at all times.

(j) A private barn and/or stable may be maintained for limited livestock production provided that such production is not a commercial or feedlot enterprise.

## 2. Commercial Use.

No commercial use or trade shall be carried on upon any parcel without the written consent of the Property Owners Association. No trucks with capacity in excess of three-fourths (3/4) ton and no commercial type vehicle shall be stored or parked except in a closed garage or in a concealed area.

## 3. Filling and Removing.

No parcel shall be altered or changed in terrain without the prior written consent from the Property Owners Association. The elevation of a parcel shall not be changed so as to materially affect the surface elevation or grade of the surrounding plats. No rock, gravel or clay shall be excavated or removed from any

property for commercial uses.

4. Nuisances.

For the purpose of these restrictions, the term nuisance shall be defined as any activity or condition violating the provisions of these restrictions. In the event that any owner of any property in the subdivision shall fail or refuse to keep his premises free from nuisances, then the developer or the Property Owners Association may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Property Owners Association and against such parcel for the full amount chargeable to such parcel and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

5. Effective Restrictions.

The above restrictions and covenants are to run with the land and shall be binding upon all parties and persons owning property within the aforescribed property and their future grantees, assigns, heirs, and successors. They shall remain in effect for a period of twenty (20) years unless changed or amended by the committee. Other than granting a variance which shall be left up to the committee, a change in restrictions or covenants can only be effected upon a petition signed by two-thirds (2/3) of the majority of the record owners of the property agreeing to the change.

6. Remedies of Violations.

If any of the above restrictions or covenants shall be violated it shall be lawful for the Buena Ventura Property Owners Association or any other person owning real property situated within said development to prosecute any proceeding against the



person violating the restrictions to either permit him from so doing or to recover damages for such violation or both. Any other remedy granted by these restrictions and covenants shall be in addition to the aforesaid remedy. The failure to promptly enforce any of the covenants or restrictions shall not bar their enforcement. The invalidation of any or more of the covenants or restrictions by any court of competent jurisdiction shall not affect any of the other restrictions or covenants and they shall remain in full force and effect.

*William R. Mayfield*  
WILLIAM R. MAYFIELD

*Robert H. Mayfield*  
ROBERT H. MAYFIELD

*Vincent Gisler*  
VINCENT GISLER

SUBSCRIBED AND SWORN TO before me this 3rd day of

MAY, 1978.

*Dan H. Sherman*  
Notary Public for Oregon  
My commission expires: 6/24/79



32436

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 26 day of May A.D. 19 78 at 2:32 o'clock P M., and recorded in Book 274 on Page 581 Records of Deschutes

ROSEMARY PATTERSON  
County Clerk

By *Janice P. Sullivan* Deputy