

REVISED BUILDING AND USE RESTRICTIONS  
CIRCLE C ACRES  
DESCHUTES COUNTY, OREGON

W. N. DAVIS and JEAN F. DAVIS, husband and wife, LEWIS C. BUCK and OLLIE N. BUCK, husband and wife, LESLIE A. CRANE and LILA M. CRANE, husband and wife, DAVID L. CRANE and LINDA S. CRANE, husband and wife, being the owners of the subdivision known as Circle C Acres, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Building and Use Restrictions:

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 other incidental buildings as may be and are ordinarily used in connection with a residence, except that neighborhood grocery, laundromat or other retail use may be permitted on Lot 1, Block 3. A private stable or barn may be maintained to maintain horses or cattle for personal use.
2. No swine, poultry or goats shall be kept or maintained on premises, provided, however, that cattle and horses may be kept, not to exceed 2 animals on any one lot.
3. No building shall be erected on any residential lot, any portion of which shall be nearer than twenty-five (25) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) feet to any rear lot line. For the purpose of these restrictions, eaves, steps and porches shall be considered as part of a building.
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 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 tract 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, provided it is not older than eight (8) years.
6. No residence shall be constructed of less than 800 square feet living area, exclusive of garages, porches, and out-buildings. The value of said residence shall not be less than \$10,000, including attached garage and porches. No more than (2) dwellings on any lot, nor any dwelling be constructed on a fraction of a lot under an area of 22,500 square feet.
7. No structure of any kind shall be moved onto any lot excepting a small structure for use by a builder as his construction shack during the construction period.

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8. 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 process painted as to exterior within six months of the date said buildings are completed.

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

10. All dwellings shall have an individual sewage disposal system or city sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.

11. No temporary dwelling shall be constructed.

12. No sign of any kind shall be displayed to the public view on any lot, except 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, except on Lot 1, Block 3.

13. 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 at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. 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 subdivision, and it is intended hereby that any such person shall have the right to prosecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.

15. Reserving to Seller and the future owners of all lots of Circle C Acres an easement to maintain all waterlines and other utilities for the benefit of all lots of Circle C Acres.

16. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land, and all persons claiming by, through or under them, until July 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreeable to change said covenants in whole or in part.

17. 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, the parties hereto have caused these presents to be signed this 1st day of July, 1966.

W. N. Davis  
W. N. Davis

Jean F. Davis  
Jean F. Davis

Lewis C. Buck  
Lewis C. Buck

Ollie N. Buck  
Ollie N. Buck

Leslie A. Crane  
Leslie A. Crane

Lila M. Crane  
Lila M. Crane

David L. Crane  
David L. Crane

Linda S. Crane  
Linda S. Crane

No. 5667  
(STATE OF OREGON)  
(County of Deschutes)  
I hereby certify that the foregoing instrument of writing was recorded for record on the 9<sup>th</sup> day of March, A. D. 1967 at 1:26 o'clock P. M. and recorded in Book 152 on page 351. R.S. 1  
Allen M. Doney  
Reginald D. Duff

12.8.66