

1990

BUILDING AND USE RESTRICTIONS

CLINE FALLS OASIS SUBDIVISION
Deschutes County, Oregon

ROBERT M. BLAIR, ULA L. BLAIR, VIRGINIA J. BLAIR and ROBERT G. BLAIR, being the sole owners of the Subdivision known as CLINE FALLS OASIS SUBDIVISION, 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. A private stable or barn may be maintained to maintain horses or cattle for personal use, provided that not more than a total of three (3) such animals may be kept on any one lot, and not more than one (1) animal on any half lot.
2. 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 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.
3. 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, and all lots shall be maintained in a sightly condition, with no junk, car bodies, etc., placed thereon.
4. No mobile home shall be placed upon any portion of said tract, nor shall a mobile home be used as a temporary or permanent residence.
5. No residence shall be constructed of less than 800 square feet living area, exclusive of garages, porches and outbuildings. The value of said residence shall be not less than \$9,000, including attached garage and porches. Not more than two dwellings shall be located on any one lot, and then only in the event the lot is divided into two equal parcels. Not more than one dwelling shall be constructed on each separate equal size parcel, EXCEPT Lots 1 and 8, Block 1, will be divided into four separate parcels.

6. 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 as to the exterior within 120 days of the date said buildings are started.

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

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

9. 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.

10. No lot shall be used or maintained as a dumping ground, and all rubbish, trash, garbage or other waste shall be kept 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.

11. 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 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.

12. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all the land, and all persons claiming by, through or under them, and shall exist until November 1, 1967, 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.

13. 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, and shall in such case continue to remain in full force and effect.

IN WITNESS WHEREOF, The undersigned, being all of the owners of said CLINE FALLS OASIS SUBDIVISION, have hereunto set their hands this 14th day of November, 1967.

Robert M. Blair
ROBERT M. BLAIR

Virginia J. Blair
VIRGINIA J. BLAIR

Uly L. Blair

Robert G. Blair
ROBERT G. BLAIR

STATE OF OREGON)
: ss.
County of Deschutes)

November 14, 1967

Personally appeared the within named Robert M. Blair, Ula J. Blair, Virginia J. Blair and Robert G. Blair, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Louis V. Farleigh
Notary Public for Oregon
My Commission expires *May 21, 1969*

1967

No. _____
{ STATE OF OREGON }
County of Deschutes }
I hereby certify that the within instrument
of writing was received for Record
the *14th* day of *November*
A. D. 19*67* at *9:50* o'clock *A.M.*
and recorded in Book *156*
on pages *14* Record
William Dacey County Clerk
By *Opal Sprague* Deputy