

**BUILDING AND USE RESTRICTIONS
EDGE O' THE PINES ADDITION
CITY OF SISTERS**

Lewis C. Buck and Ollie N. Buck, being the sole owners of the addition known as Edge O' The Pines Addition, Deschutes County, Oregon, in order to provide for the orderly development of said addition, does hereby and by these presents subject said addition, and the whole thereof, to the following Building and Use Restrictions:

1. The deeds to each lot shall designate whether the land is for a mobile home or for a conventional home and the lots so designated shall be occupied by mobile homes and conventional homes respectively and conventional homes shall not be placed upon mobile home lots nor will mobile homes be placed on conventional home lots.

The following Building and Use Restrictions apply to the mobile home lots:

1. No mobile home smaller than ten (10) feet by fifty (50) feet shall be placed upon a lot and not more than one (1) mobile home shall be placed upon a lot. All mobile homes shall be models with metal siding and in good condition and shall be kept painted to remain esthetically compatible with the other mobile homes in the tract.

2. Mobile homes shall be set back from the streets a minimum of forty (40) feet and a maximum of seventy-five (75) feet and shall not be placed nearer than seven (7) feet to any side lot line.

3. All mobile homes placed upon the property shall have a foundation or a skirt built of brick or rock or plastic or pumice blocks and such skirting must be put up within thirty (30) days after occupying the property.

4. All outbuildings shall be constructed of pumice or cinder blocks or similar material on concrete foundations.

5. Owners may allow visitors to park boats and trailers and also travel trailer houses provided they are not lived in. Visiting self-contained trailers shall not remain on the property over thirty (30) days without a permit from the City Council of the City of Sisters.

The following restrictions shall apply to permanent homes on the residence part of the tract:

1. No building shall be erected on any residential lot, any portion of which shall be nearer than forty (40) feet

to the front lot line, nor nearer than seven (7) feet to any side street line, nor nearer than seven (7) feet to any side lot line, nor nearer than ten (10) feet to any rear lot line. For the purposes of these restrictions, eaves, steps and porches shall be considered as part of a building.

2. No residence shall be constructed of less than nine hundred (900) square feet living area, exclusive of garages, porches and outbuildings. The value of said residence (including lot) shall not be less than \$12,000 including attached garage and porches. No more than one dwelling shall be constructed on any lot.

3. 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.

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

The following use restrictions shall comply to the entire tract including both mobile home and permanent home tracts:

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.

2. No garage or other outbuilding constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.

3. No animals will be kept upon the property except house pets provided that if pets are kept the owner must fence his property to contain the pets therein. **EXCEPT BLOOD & PERMIT HORSES**

4. No commercial business of any kind can be maintained on the property except hobby class such as rocks and ceramic collections.

5. There shall be reserved under all of the property easements for underground installation of utilities at any convenient place but not so as to unreasonably interfere with any building or structure or mobile home placed upon the property.

6. 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.

- 7. No temporary dwelling shall be constructed.
- 8. 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.
- 9. 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.

10. 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 addition, 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, and in any suit or action, or on an appeal thereof, the prevailing party shall recover in addition to court costs a reasonable attorney's fee to be fixed by the court.

11. 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, 1983, 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.

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12. 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, Lewis C. Buck and Ollie N. Buck have caused these presents to be signed this 30th day of April, 1966.

Lewis C. Buck
Lewis C. Buck

Ollie N. Buck
Ollie N. Buck

STATE OF OREGON) ss.
County of Deschutes)

Personally appeared the above named Lewis C. Buck and