

BUILDING AND USE RESTRICTIONS
Part of NORTHWEST QUARTER
Section 21, T. 17 S., R. 12 E.W.M.
DESCHUTES COUNTY, OREGON

I. J. Rexford Kettlewell, owner of the following described land, propose to subdivide this land in tracts of approximately 5 acres;

That portion of the Northwest Quarter (NW 1/4) of Section Twenty-one (21), Township Seventeen (17) South, Range Twelve (12) E. W. M., Deschutes County, Oregon, lying Easterly of the Railroad right-of-way and Northerly of the Kotzman Lateral;

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 only horses or cattle for personal use.
2. No building shall be erected on any tract, any portion of which shall be nearer than twenty-five (25) feet from any boundary.
3. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
4. No trailer, basement, tent, shack, 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 except that a mobile home may be used for a period up to six (6) months.
5. No residence shall be constructed of less than 800 square feet living area, exclusive of garages, porches and outbuilding. The value of said residence shall not be less than \$10,000.00 including attached garage and porches. Detached garage or stable shall be constructed of quality and appearance that will conform to the residence. No tract shall be subdivided into more than 3 parcels and no parcel shall be less than 1 acre.
6. All building 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.
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 city sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. 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 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.

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, 1977, 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 tracts it is agreeable to change said covenants in whole or in part.

12. Invalidity of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment of 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, J. Rexford Kettlewell has caused these presents to be signed this 5th day of May, 1967.

J. Rexford Kettlewell
J. Rexford Kettlewell

STATE OF OREGON,)
) ss.
County of Deschutes)

On the 5th day of May, 1967, personally appeared the above-named J. REXFORD KETTLEWELL, and acknowledged the foregoing instrument to be his voluntary act. Before me:



Valma M. Gaudin
Notary Public for Oregon
My Commission Expires: Feb 4, 1971

BEND ABSTRACT COMPANY
1050 BOND STREET
BEND, OREGON

No. 7067
STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record on the 5th day of May A. D. 1967 at 1:02 o'clock P.M. and recorded in book 153 on page 177 Book: 1
Valma M. Gaudin
Notary Public for Oregon