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BUILDING AND USE RESTRICTIONS

FIRST ON THE HILLSITE  
DESCHUTES COUNTY, OREGON

NORTH CENTURY SEVEN, INC., being the sole owner of the subdivision known as FIRST ON THE HILLSITE, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does 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; provided, however, that North Century Seven, Inc. shall have the right to construct a community center complex on said property as it sees fit. A private stable or barn may be maintained to maintain horses or cattle for personal use.
- (2) No swine or poultry shall be kept or maintained on premises.
- (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, or nearer than fifteen (15) feet to any side street line, nor nearer than ten (10) 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.
- (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 an annoyance or nuisance to the neighborhood.
- (5) 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.
- (6) There shall be no more than two (2) dwellings on any lot, nor shall any dwelling be constructed on a fraction of a lot under an area of 10,000 square feet. No dwelling shall be constructed to contain less than 800 square feet of living area.
- (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.
- (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.

(13) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such rubbish, trash, garbage or other waste shall not be kept except in sanitary containers at all times, and 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) 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, 1974, at which time said covenants shall be automatically extended for successive period 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.

(16) 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, NORTH CENTURY SEVEN, INC., being the owner of all of FIRST ON THE HILLSITE, pursuant to a resolution of its board of directors, duly and legally adopted, has caused these presents to be signed by its president and secretary and its corporate seal to be affixed this 8th day of April, 1965.

NORTH CENTURY SEVEN, INC.

By Fred J. Cartmill President

By Carl C. Backstrom Secretary

STATE OF OREGON )  
                          ) ss.  
County of Deschutes )

April 8, 1965.

Personally appeared FRED J. CARTMILL and CARL C. BACKSTROM, who being duly sworn, did say that they are the president and secretary of NORTH CENTURY SEVEN, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act. Before me:

Orville M. Panner  
Notary Public for Oregon  
My Commission expires: 10-17-66