

22706

## BUILDING AND USE RESTRICTIONS

GLACIER VIEW  
and  
GLACIER VIEW FIRST ADDITION  
DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, LEROY J. BLAKE and LINDA J. BLAKE, husband and wife, are the owners of Glacier View, as platted and recorded in Plat Book \_\_\_\_\_, page \_\_\_\_\_, Deschutes County, Oregon Plat Records, except Lot Seven (7) thereof, and Glacier View First Addition, as platted and recorded in Plat Book \_\_\_\_\_, page \_\_\_\_\_, Deschutes County, Oregon Plat Records, and do hereby declare that said property except Lot Seven, Glacier View, shall be subject to the following covenants, conditions and restrictions, which 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 March 1, 1988, at which time said covenant shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreeable to change said covenant in whole or in part, to-wit:

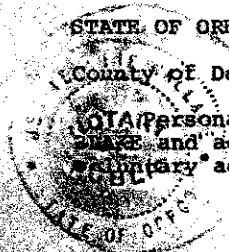
1. There shall be a limit of one single family dwelling on each lot and no lots shall be subdivided.
2. All buildings shall comply with the Uniform Building Code presently in effect or as the same may be amended.
3. No building shall be constructed that will obstruct the westerly view of any existing residence.
4. Minimum dwelling size shall be 1,200 square feet of living area, exclusive of porches, garages, patios, breezeways or basements or carports.
5. No dwelling shall be more than two stories in height exclusive of walk-out basement area.
6. All roofs for any building must be of wood shingles or shakes, or built up 4-ply construction. Said built up roofs to be covered with white or neutral colored stone chips and maintained covered. No metal roofing shall be allowed on any structure; asphaltic shingles shall be allowed.
7. No mobile home or recreational vehicle shall be permitted or kept on the premises for use as a permanent residence.
8. All dwellings and out-buildings shall be of new construction.
9. No improvement to be constructed on the premises shall remain incomplete as to its exterior for a period longer than one year from the date upon which construction of the improvement was commenced.
10. No garbage, refuse, rubbish or cuttings shall be deposited upon or left on the premises unless placed in an attractive container suitably located and screened from public view.

10. No fuel tank shall be maintained above ground on the premises unless screened from view.
11. No individual water supply or sewage disposal system shall be permitted on any site unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling public health authorities.
12. Any owner may raise horses or cattle for his own use or private sale, not to exceed a head total of two per acre. Reasonable poultry will be allowed for owners' use only. No goats or swine will be permitted on said land; all animals shall be properly maintained and fenced.
13. No obnoxious or offensive activity shall be carried on upon the premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Individual business activity may be engaged in on the premises but limited to such private activity of artists, architects, designers, sales representatives or others of a like business calling or produce grown or products made upon the premises.
14. No sign or other advertising device of any character shall be permitted upon the premises, except that owners may maintain one sign, not larger than 400 square inches.
15. No clothesline shall be located on the premises as to be visible from a private way, dwelling house on another residential lot, or from public areas.
16. No fence, wall or hedge in excess of six feet in height shall be permitted.
17. 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.
18. Invalidation of any one of these foregoing covenants, restrictions or conditions of 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 a case, continue to remain in full force and effect.

DATED this 24<sup>th</sup> day of February, 1978.

Leroy J. Blake  
Leroy J. Blake

Linda J. Blake  
Linda J. Blake



STATE OF OREGON )  
County of Deschutes ) ss.

February 24<sup>th</sup>, 1978.

Personally appeared the above-named LEROY J. BLAKE and LINDA J. BLAKE and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Jessie Ann Waller  
Notary Public for Oregon

My commission expires: 6-26-81

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STATE OF OREGON  
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 27 day of Feb A.D. 1978 at 3:32 o'clock P.M. and recorded in Book 268 on Page 373 Records of Clatsop

ROSEMARY PATTERSON  
County Clerk  
By Janice Lamberton Deputy