

BUILDING AND USE RESTRICTIONS

GLENWOOD ACRES

Deschutes County, Oregon

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Glenn H. Anderson and Helen Rae Anderson, husband and wife, owners, and James G. Stearns and June E. Stearns, husband and wife, mortgagees, being the sole persons having an interest in that portion of Section 2, Township 22 South, Range 10, East of the Willamette Meridian, which has been platted and filed as "Glenwood Acres" in Deschutes County, Oregon, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Building and Use Restrictions:

1. All residences, dwellings and other buildings erected shall be placed on a solid poured concrete or pumice block foundation.
2. No residence dwelling shall be constructed with less than 750 square feet living area, exclusive of garages, porches and outbuildings. Dwelling as used herein does not include trailers.
3. All dwellings or trailers shall have an individual sewage disposal system, including septic tanks of an FHA approved type.
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. 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 within six months of the date said buildings are completed.
6. No lot shall be re-subdivided into building lots or used for more than one residence.
7. No trailer shall be parked or placed upon any lot unless the same is at least fifty feet (50') in length, contains complete and adequate living facilities for the occupancy thereof, is maintained in a good state of repair and is installed in or placed in

such a manner that is in keeping with good standards or aesthetic taste. No trailers occupied for dwelling purposes shall be allowed in Blocks 2 and 3.

8. Not more than two (2) head of farm livestock shall be allowed on any platted lot. This restriction shall not include normal small household pets as the term is commonly used.

9. 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.

10. 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.

11. 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, we, the undersigned, have affixed our signatures and seals this 28 day of June, 1963.

Glenn H. Anderson (SEAL)  
Glenn H. Anderson

Helen Rae Anderson (SEAL)  
Helen Rae Anderson

Owners

James G. Stearns (SEAL)  
James G. Stearns

June E. Stearns (SEAL)  
June E. Stearns

Mortgagees

STATE OF OREGON )  
                          ) ss.  
County of Deschutes )

BE IT REMEMBERED, That on this 28 day of June, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GLENN H. ANDERSON and HELEN RAE ANDERSON, husband and wife, who are known to me to be the identical individuals described in and who executed the within in-

strument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Ray M. Macomber  
Notary Public for Oregon  
My Commission expires: 1-9-64

STATE OF California  
County of Subsequent

BE IT REMEMBERED, That on this 16<sup>th</sup> day of July, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES G. STEARNS and JUNE E. STEARNS, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

James G. Stearns  
Notary Public for County Subsequent  
My Commission expires: July 25, 1963



STATE OF OREGON  
County of Douglas  
Herein certified that the within instrument  
of writing was acknowledged to me  
on 22<sup>nd</sup> day of July  
A. D. 1963 at 2:15 and B  
and recorded in book 135  
on page 620  
Legle  
Notary Public  
By Norman Peterson