

165-571

BUILDING AND USE RESTRICTIONS
HIDDEN VALLEY MOBILE ESTATES

mobile

IVAN M. IVANCOVICH, JR. AND R. LORRAINE IVANCOVICH, BEING the contract purchasers of the property known as Hidden Valley Mobile Estates, Deschutes County, Oregon, in order to provide for the orderly development of said addition, do hereby, and by these presents subject said property, and the whole thereof, to the following building and use restrictions:

1. The property above described shall be used for placement of mobile homes, and conventional homes shall not be placed upon the property.
2. No mobile home smaller than twelve (12) feet wide by forty (40) feet long 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 in good condition and shall be kept painted to remain esthetically compatible with the other mobile homes in the tract.
3. Mobile homes shall be set back from the streets a minimum of forty (40) feet, and shall not be placed nearer than seven (7) feet to any side lot line.
4. All mobile homes placed upon the property shall have a foundation or a skirt built of brick, rock, plastic, pumice blocks or metal and such skirting must be put up within thirty (30) days after occupying the property.
5. All outbuildings shall be constructed of pumice, cinder blocks, wood or similar material on concrete foundations.
6. Owners may allow visitors to park boats and trailers and also travel trailers houses provided they are not lived in. Visiting self-contained trailers shall not remain on the property over thirty (30) days.
7. 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.
8. No animals will be kept upon the property except house pets; and if pets are kept, the owner must provide a fenced area to contain the pets therein. Except horses and cows will be permitted on Lot 3 and 4 of Block five (5), and all of Block six (6), seven (7), and eight (8). Where animals are permitted, no more than two animals per lot will be allowed.
9. No commercial business of any kind can be maintained on the property except hobby class such as rocks and ceramic collections.
10. There shall be reserved under all of the property easements for underground installation of utilities at any convenient place but not as to unreasonably interfere with any building or structure or mobile home placed upon the property.
11. All dwellings shall have an individual sewage disposal system or sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.

- 1- BUILDING AND USE RESTRICTIONS

Restrictions indicating a preference limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604 (c).

BEST AVAILABLE COPY

12. No temporary dwelling shall be constructed.

13. 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, and a name sign designating owner or occupier of the property.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which 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.

15. 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 property, 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.

16. 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 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.

17. 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, IVAN M. IVANCOVICH, JR. and R. LORRAINE IVANCOVICH have caused these presents to be signed this day of April, 1969.

Ivan M. Ivanovich, Jr.
IVAN M. IVANCOVICH, JR.
R. Lorraine Ivanovich
R. LORRAINE IVANCOVICH

STATE OF OREGON, County of Deschutes, ss.

April 13 1969

Personally appeared the above named IVAN M. IVANCOVICH, JR. and R. LORRAINE IVANCOVICH and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

William M. Peterson
Notary Public for Oregon

My Commission expires July 15, 1972

8050

STATE OF OREGON

County of Deschutes

I hereby certify that the within bear-

ment of writings was returned for Recor-

to 75 day of June, A.D. 1969

at 740 block 7th and north of

in Book 165 on Page 521. Evident

of Deed

of Wm. B. Adams

By [Signature] County Clerk

Box 817 - Rainier