

BUILDING AND USE RESTRICTIONS
HIDDEN VALLEY MOBILE ESTATES NO. 2

IVAN M. IVANCOVICH, JR. AND R. LORRAINE IVANCOVICH, BEING the developers of the property known as Hidden Valley Mobile Estates #2, 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 on 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 fifty (50) feet and shall not be placed nearer than twenty-five (25) 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 trailer 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 outbuildings constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.
8. No more than ten (10) animals will be kept upon the property. The owner must provide a fenced area to contain the animals therein. No swine will be kept on the property.
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 so 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.

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 aboved 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 1991, 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, judgement 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 13 day of May, 1976.

Ivan M. Ivanovich, Jr.
R. Lorraine Ivanovich

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF May 1976.

18991

NOTARY PUBLIC FOR OREGON: Wilma Wagner

MY COMMISSION EXPIRES: 1/1/76

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 1 day of June A.D. 1976 at 3:14 o'clock P.M., and recorded in Book 232 on Page 173 Records of Clatsop

ROSEMARY PATTERSON
County Clerk

By Janice [Signature] Deputy

