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BUILDING AND USE RESTRICTIONS
HIGH COUNTRY SUBDIVISION
DESCHUTES COUNTY, OREGON

PAULINA CONSTRUCTION COMPANY, an Oregon corporation, being the sole owner of the subdivision known as HIGH COUNTRY, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does hereby and by these present, subject to said subdivision and the whole thereof, to the following Building and Use Restrictions:

1. Each of the lots in the above-described subdivision shall be known, described, and used for residential purposes only. Not more than one detached single-family dwelling not to exceed two stories in height and not more than one three-car garage or carport, and not more than one accessory building incidental to residential use shall be constructed or placed upon any one of said lots, Excepting Lot 1, Block 1, which may be used for Multi-Family Dwellings. Basements, which include daylight, split entry and split level types shall not be considered in determining the number of stories in the dwelling.

2. A "lot" as referred to herein, is described and defined as any single lot, portion thereof, or combination of portions of lots, said whole lots being as subdivided by the plat for High Country, recorded in Volume 13, Page 18, of the Town Plats of Deschutes County, Oregon.

3. No foundation line of a residential building which is erected on any lot shall be nearer than twenty-five feet (25') to the front lot line, or nearer than ten feet (10') to any side street line, but not less than fifteen feet (15') to any side lot line, nor nearer than twenty-four feet (24') for a one-story dwelling or thirty feet (30') for a two-story dwelling to any rear lot line. For the purposes of these restrictions, eaves, steps, porches and patios shall not be considered as part of the residential building, and lot lines are considered as building lots and are not necessarily coincident with platted lot lines.

4. No animals other than domestic household pets shall be kept on any part of said property.

5. No commercial or professional or noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No trailer, tent, shack, garage or other outbuilding erected in this tract nor any basement excavated in this tract shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No single-family residence shall be erected on any lot in the subdivision the original size of which shall be less than eleven hundred (1100) square feet ground floor area, exclusive of porches and garages. Buildings shall be constructed in accordance with the building code adopted by the City of Bend, Deschutes County, Oregon.

8. No structure of any kind shall be moved on to any lot except a small structure for use by a builder as his construction shack during the construction period.

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9. No more than one residential structure shall be erected on any building plot. The minimum building plot area shall be Twelve Thousand Eight Hundred (12,800) square feet. It is the intent of these restrictions that there be no further subdivisions of the plated lots with the result of developing a greater number of building plots or lots.

10. All buildings which may be placed or constructed on any portion of the above-described tract, excepting the portions of the whole thereof constructed of brick or stone, shall be painted or process painted both as to exterior and interior within five (5) months of the date construction of building is started.

11. Public utility easements: A perpetual easement is reserved for the installation, construction, service, repair, maintenance, and replacement of electric power, telephone, and irrigation canal, in locations and widths as shown and designated by dotted lines on said plan. Maintenance shall include the right to remove trees, limbs of trees, shrubs, flowers, undergrowth or other obstructions that endanger and interfere with said equipment, water flow, and service. The owner or owners of lots upon which said easements are located shall have the right to use at their own risk the portions of the easement within their lots for gardens or other purposes not of a permanent nature which do not interfere with or threaten to interfere with the use of said easement for the purposes for which it is intended and reserved.

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 of similar size used by a builder to advertise the property during the construction period.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall be kept 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. No fence, wall or hedge in excess of thirty (30) inches in height shall be permitted to extend from the minimum front setback line of the house to the curb line of the street, and no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and one-half feet (2-1/2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty feet (20') from the intersection of the street property lines. The same sightline limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

16. The construction of a residence on each building plot or lot shall be completed within eighteen (18) months from the date said building plot or lot's ownership is transferred from the original developers.

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 presecute such proceeding at law or in equity as may be appropriate to enforce the restrictions herein set forth.

18. 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 January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then legal owners and all mortgagees of the lots, it is agreeable to change said covenants in whole or in part.

19. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment or decree, shall in no ways affect any of the other remaining provisions hereof which shall in such case continue to remain in full force and effect.

DATED this 31 day of August, 1973.

PAULINA CONSTRUCTION COMPANY

(SEAL)

By: Harold G. Johnson
Harold G. Johnson, President

By: Kay A. Babb
Kay A. Babb, Secretary

STATE OF OREGON)
County of Deschutes) ss.

On this 31st day of August, 1973, before me appeared HAROLD G. JOHNSON and RAY A. BABB, to me personally known, who being duly sworn, stated that they are President and Secretary, respectively, of PAULINA CONSTRUCTION COMPANY, an Oregon corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Bonnie M. Cooney
Notary Public for Oregon
My Commission expires: 11/13/75
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STATE OF OREGON
County of Deschutes
I hereby certify that the within instrument of writing was received for Record the 31 day of Aug A.D. 19 73 at 3:23 o'clock P M. and recorded in Book 198 on Page 836 Records of Deeds
ROSEMARY PATTERSON
County Clerk
By Annie Imbelloni Deputy

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