

BUILDING AND USE RESTRICTIONS  
HUNTERS CIRCLE ESTATES  
DESCHUTES COUNTY, OREGON

Charles T. Church, being the sole owner of the subdivision known as Hunters Circle Estates, in order to provide for the orderly development of said subdivision, does hereby and by these presents subject said subdivision, and the whole thereof, this 28th day of July, 1977, to the following Building and Use Restrictions:

1. No building, or other structure of any kind whatsoever shall be constructed on said property for use for any other purpose than a single family detached residence together with such other incidental buildings as may be and are ordinarily used in connection with a residence.
2. No animals, other than domestic household pets shall be kept on any part of said property.
3. No building shall be erected on any residential lot, any portion of which shall be nearer than twenty-five (25) feet to the front lot line, nor nearer than ten (10) feet to any side street line, nor nearer than five (5) feet to any side lot line, nor nearer than twenty (20) feet to any rear lot line. For the purposes of these restrictions, Deschutes County Codes apply.
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 any annoyance or nuisance to the neighborhood.
5. No trailer, basement, tent, shack, garage or other out-building constructed or placed upon any portion of said tract shall at anytime be used as a temporary or permanent residence.
6. No residence shall be constructed of less than 1,000 square feet living area, exclusive of garages, porches and out buildings.
7. No structure of any kind shall be moved onto any lot excepting a small structure for use by a builder as his construction shack during the construction period.
8. 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 both to exterior and interior within six months of the date said buildings are completed.
9. No fence, wall or hedge in excess of thirty inches in height shall be permitted to extend from the minimum setback line of the house to the curb line of the street.
10. No temporary dwelling shall be constructed.
11. 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.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste 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.

13. No individual water supply system shall be permitted on any lot, however, an individual sewage disposal system shall be permitted provided prior approval in writing from the appropriate health authority is secured.

14. No fence, wall hedge or shrub planting which obstructs the sight lines at elevations between two and one-half (2½) and six (6) feet above the road ways 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-five (25) feet from the intersection of the street property lines.

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 subdivision and it is intended hereby that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth.

16. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land all persons claiming by, through or under them until July 28, 2007 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. Invalidity 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.

Dated and signed in Bend, Oregon on the 28th day of July, 1977.

*Charles T. Church*

STATE OF OREGON,

County of DESCHUTES

ss.

BE IT REMEMBERED, That on this 1st day of AUGUST, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CHARLES T. CHURCH

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that HE executed the same freely and voluntarily.

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

*Rae H. Nelson*

Notary Public for Oregon.

My Commission expires 10-1-79

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.



2809

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 1 day of Aug A.D. 19 27

at 11:30 o'clock A M., and recorded

in Book 255 on Page 114 Records

of Ureeds

ROSEMARY PATTERSON

County Clerk

By David L. Patterson Deputy

