

BUILDING AND USE RESTRICTIONS

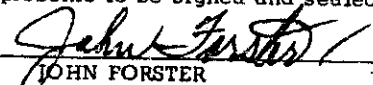
JOHN & PAULINE FORSTER'S
 REPLAT OF A PORTION OF BLOCKS 7, 8, 11, 12, 25, 26, 29 & 30
 OF
 ORIGINAL PLAT OF HILLMAN, DESCHUTES COUNTY, OREGON


JOHN and PAULINE FORSTER, Owners of Replat of a Portion of Blocks 7, 8, 11, 12, 25, 26, 29 and 30 of Original Plat of Hillman, Deschutes County, Oregon, in order to provide for orderly development of said subdivision, as replatted, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Building and Use Restrictions:

1. No building, trailer house, or other structure of any kind whatsoever shall be constructed or placed on said property for use for any other purpose than a residence together with such incidental buildings as may be and are ordinarily used in connection with a residence.
2. No livestock or poultry shall be kept or maintained on premises.
3. No building shall be erected or any trailer home or building moved on any lot, any portion of which shall be nearer than twenty (20) feet to any street line, nor nearer than ten (10) feet to any lot line. For the purpose of these restrictions, eaves, steps, porches, shall be considered as part of the building.
4. No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.
5. No travel trailer, basement, tent, shack or garage or other building constructed or placed upon any portion of said tract shall at any time be used as a temporary residence.
6. No residence shall be constructed less than 800 square feet exclusive of garages, porches and outbuildings, and no trailer house less than forty (40) feet in length shall be placed on any lot. No more than one (1) residence shall be located on any one lot.
7. All buildings or trailer houses which may be placed or constructed on any portion of above tract, excepting any portion constructed of brick or stone, shall be painted or process painted on the exterior within six (6) months from date building is completed or moved thereon.
8. All residences or buildings erected shall be placed on a continuous solid cement foundation or a foundation of mortared masonry block. Any trailer home placed on any lot shall have the portion between the floor and the ground completely closed in with metal or wood sheeting and shall be painted.
9. All buildings or trailer houses shall have individual sewage disposal system in compliance with the State Sanitary Authority or Health Authority having jurisdiction.

10. No temporary dwelling shall be constructed on any lot.
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.
12. No lot shall be used or maintained as a dumping ground, and all rubbish, trash, garbage and other waste shall be kept in sanitary containers at all times. All incinerators or other equipment for storage or disposal of such shall be kept in a clean and sanitary condition. No dumping of any material over rock rim will be allowed.
13. No fence shall be constructed that will be higher than three (3) feet along the rim edge of Lots Nos. 1 through 11, inclusive, or along any line facing a street or roadway. Fences constructed on any property lines between property shall not be higher than five (5) feet and shall have a gradual taper to any rim edge or street to a height of not more than three (3) feet. Any fence other than a wire fence shall be painted or stained.
14. 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.
15. 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 May 1, 1979, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then said owners of the lot it is agreeable to change said covenants in whole or in part.
16. 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, JOHN and PAULINE FORSTER, Owners of above described property, have caused these presents to be signed and sealed.



JOHN FORSTER


PAULINE FORSTER

