

BUILDING AND USE RESTRICTIONS
NORTH RIM
DESCHUTES COUNTY, OREGON

JOHN S. HANSON and MARY S. HANSON, husband and wife, STANLEY J. STURZA and PHYLLIS STURZA, husband and wife, and DON YOUNG and VIRGINIA FERN YOUNG, husband and wife, being the owners of the subdivision known as NORTH RIM, Deschutes County, Oregon, in order to provide for the orderly developement of said subdivision, do hereby and by these present subject said subdivision, and the whole thereof, 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 residence, together with such other incidental buildings as may be and are ordinarily used in connection with a residence.
2. No swine poultry or goats shall be kept or maintained on premises.
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 fifteen (15) feet to any side lot line, nor nearer than ten (10) ft to any rear lot line. For the purpose of these restrictions, eaves, steps, and porches shall be considered as part of a building.
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, tent, shack, garage or other building constructed or placed upon any portion of said tract, shall at any time be used as a temporary or permanent residence, except that a mobile home may be used for a period up to six (6) months, provided it is not older than eight (8) years.
6. No residence shall be constructed of less than 900 square feet of living area, exclusive of garages, porches, and out-buildings. The value of said residence shall be not less than \$10,000, including attached garage and porches. No more than two (2) dwellings shall be placed on any lot, nor any dwelling be constructed on a fraction of any lot smaller than 5,000 square feet.
7. No structure of any kind shall be moved on to any lot excepting for use by a builder as his construction shack during the construction period.

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, as to exterior, within six months of the date said buildings are completed.
9. All residences, dwellings and other buildings erected shall be placed on a solid continuous poured concrete or masonry block foundation.
10. All dwellings shall have an individual sewage disposal system or city sewer installed in compliance with the requirements of the State Sanitary Authority or Health Authority having jurisdiction.
11. No temporary dwelling shall be constructed.
12. No sign of any kind shall be displayed to the public view on any lot, excepting 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.
13. 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
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 July 1, 1989, 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.
16. 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

16. (cont) other remaining provisions hereof which shall, in such case, continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed this 11th day of June 1969

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No.

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 10th day of June A.D. 1969 at 1:30 o'clock P.M., and record in Book 166 on Page 800 Record of Deeds

By Agnes Regan County Clerk INDEX
Deputy

John S. Hanson
John S. Hanson

Mary C. Hanson
Mary S. Hanson

Stanley J. Sturza
Stanley J. Sturza

Phyllis Sturza
Phyllis Sturza

Don Young
Don Young

Virginia Fern Young
Virginia Fern Young

State of Oregon

County of Deschutes

Be it remembered, that on this 11th day of June 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John S. Hanson, Mary C. Hanson, Stanley J. Sturza, Phyllis Sturza, Don Young, and Virginia Fern Young known to me to be the identical individuals described in and whom executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last written above

George W. Young
Notary Public for Oregon

my Commission expires 7-17-71