

BUILDING AND USE RESTRICTIONS
Rim Rock West Estates
Deschutes County, Oregon

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RIM ROCK WEST OREGON LTD. a limited partnership hereafter called Rimrock, being owner of an acreage development in Deschutes County, Oregon, to be known as RIM ROCK WEST ESTATES. In order to provide for the orderly development of Rim Rock West Estates, we do hereby and by these presents, subject said acreages 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 incidental buildings as may be and are ordinarily used in connection with a residence. A private stable or barn may be maintained to maintain horses or cattle for personal use.
2. No swine or poultry shall be kept or maintained on premises. No more than 4 cows or horses, etc. shall be kept or maintained on premises.
3. No building shall be erected on said property, any portion of which shall be nearer than twenty-five (25) feet from any boundary.
4. No noxious or offensive trade or activity shall be carried on upon any property 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 outbuilding constructed or placed upon any portion of said property shall at any time be used as a temporary or permanent residence except that a mobile home may be used for a period of up to six (6) months during construction of a permanent residence. Any trailer on property that is being used temporarily while home is being constructed must be hooked onto water line and hooked up to approved sewage system. Mobile homes are acceptable only if they are 20x50 in size and siding is in good and attractive condition. Single wide mobile homes may be acceptable with written approval of Architectural Committee.
6. No residence shall be constructed of less than 1,000 square feet living area without written approval of the Architectural Committee, exclusive of garages, porches and outbuildings. The value of said residence shall not be less than \$10,000.00 including attached garages and porches. Detached garage or stable shall be constructed of quality and appearance that will conform to the residence.
7. All fences must be constructed in a workmanlike manner, of properly finished material. Fences exceeding 60 inches in height must be passed by Architectural Committee.
8. All buildings which may be placed or constructed on any portion of the above described property excepting the portions or whole thereof constructed of brick or stone shall have the final exterior finish applied within six (6) months of the date of completion of the exterior of said building.

9. All dwellings shall have an individual sewage disposal system consisting of a septic tank and drainage field installed in compliance with the requirements of State Sanitary Authority or Health Authority having jurisdiction. No drilled or dry hole drain shall be allowed.

10. A time limit is hereby imposed on the length of time required for construction of any building. A period of time not to exceed twelve (12) months is allowed to complete the exterior of the dwelling or residence. The period of time is from the start of construction to completion of the same.

11. No sign of any kind shall be displayed to the public view on any of the property except one sign of not more than five (5) square feet advertising the property for sale or rent, other than signs used by the builder or subdividers or sales agent to identify the property to be sold, initially.

12. The property shall not be used or maintained as a dumping ground for rubbish, abandoned automobiles or parts, trash, garbage or other waste and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. No trees shall be cut or removed on said property except those which are on roadways or building sites. A building site shall include an area extending fifty feet from the exterior walls of a building. Trees which are dead may be cut and removed. Any deviation from original clause must be approved by Architectural Committee.

14. It is not the intent of any of these restrictions to prohibit the use of these lots for seasonal or recreational homes.

15. Rim Rock reserves the right to construct and maintain irrigation ditches across the property of purchasers in case such ditches are needed to irrigate the land of other purchasers and said other purchasers buy water for irrigation. The location of said ditch shall be at a point which is mutually agreeable to both purchaser and Rim Rock within the area over which the water would flow without need for flumes or excessive digging.

16. Rim Rock reserves the right to construct and maintain water lines on any lots sold at such points as are agreeable to Rim Rock and purchasers so long as it does not create unreasonable extra expense to Rim Rock.

17. Any disputes which arise between Rim Rock and a purchaser under paragraphs 15 and 16 of these Building and Use Restrictions shall be referred to the Architectural Committee, whose decision shall be final and which decision shall be binding on both Rim Rock and purchaser.

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

19. The foregoing covenants, restrictions or conditions are to be in effect until January 1, 1981, and are automatically extended for successive periods of ten (10) years unless the owners of a majority of parcels agree in writing at least four (4) months before the expiration date thereof to change them.

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No lot shall be divided into smaller parcels than shown on the final plat map and no more than one residence shall be constructed on a single lot without first complying with Deschutes County Subdivision Ordinance No. PL-2 and obtaining approval from Deschutes County Health Department.

HEINROCK WEST, OREGON LTD.

By PIKA, INC., General Partner

By: N. B. Moore
Vice-President

STATE OF OREGON,

County of Deschutes

BE IT REMEMBERED, That on this tenth day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named N. B. Moore 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.

Robert C. Butler
Notary Public for Oregon

My Commission expires May 18, 1973

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 10th day of Dec. A.D. 1971 at 3:42 o'clock P.M. and recorded in Book 181 on Page 175 Records of Deschutes

ROSEMARY PATTERSON
County Clerk

By Opal [Signature] Deputy