

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF  
SISTERS' VIEW ESTATES EXTENDED  
CITY OF REDMOND  
DESCHUTES COUNTY OREGON

Known all men by these present: That the undersigned Dan H. Heierman, Norman I. Swanson, and William R. Mayfield, who are the owners of Sisters' View Estates Extended Subdivision, do hereby declare that the said property and the whole thereof shall be subject to the following covenants, conditions and restrictions, which shall run with the land and be for the benefit thereof to-wit;

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one half stories in height and a private garage for more than two cars. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 900 square feet of living area.

2. DILIGENCE IN CONSTRUCTION REQUIRED

Any work in construction and erecting any building or any other structure shall be prosecuted diligently from commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements contained.

3. BUILDING LOCATION

No building shall be located on any lot nearer than Twenty (20) feet to the front lot line, or nearer than Fifteen (15) feet to any side street line. No building shall be located nearer than Six (6) feet to an interior lot line, and no dwelling shall be located on any interior lot nearer than Twenty Five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. NUISANCES

No noxious or offensive 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.

5. TEMPORARY STRUCTURES

No structure of any temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Thirty years from the date these covenants are recorded, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

8. SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

*William R. Mayfield* *Norman I. Swanson* *Dan H. Heierman*  
William R. Mayfield Norman I. Swanson Dan H. Heierman

ACKNOWLEDGEMENT:

State of Oregon, County of Deschutes S.S.

On this day of May, 1965 before me appeared Dan H. Heierman, Norman I. Swanson, and William R. Mayfield, all to me personally known, who being first duly sworn, did say that the above instrument was signed by them and acknowledged said instrument to be the free act and deed of said Dan H. Heierman, Norman I. Swanson, and William R. Mayfield. In testimony whereof I have hereto set my hand and affixed my official seal, this day and year first in this my certificate written.

*Wanda Smith* 5-1-68  
Notary Public Comm Exp.