

BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that GARY CLAWSON, does hereby declare as follows:

That he is the owner of Sundance East Phase I as described in the official plat thereof and said property as platted shall be subject to the following building and use restrictions:

1. Each lot in the subdivision shall be used for residential purposes only, with no more than one detached single family dwelling not to exceed two (2) stories in height and not more than one double car garage or carport and two accessory buildings shall be constructed or placed upon each lot in the subdivision.
2. The floor area of constructed residences shall be of not less than 1,000 square feet exclusive of one story porches and garages.
3. Building must be suitable for year around use and must be placed on permanent foundations, consisting of concrete, brick, pumice blocks or stone masonry. Pitch of the roof and size and spacing and ceiling joists must be adequate to withstand heavy snow packs. Roofs must be of a shake or wood shingle. All buildings, fences and improvements must be constructed in a workmanlike manner and kept in a condition of good repair.
4. Setback line shall be at least one hundred (100) feet back from the front lot line and forty (40) feet from side and back lot lines to any structure upon the lot with the exception of a fence, not to exceed sixty (60) inches in height. Fences must be constructed of properly finished material and shall harmonize with the surroundings.
5. All land owners must comply with the laws and regulations of the state of Oregon, County of Deschutes and any municipality applicable to fire protection, building construction, water, sanitation and public health.
6. No campers or travel trailers or mobile homes shall be allowed for permanent residence.
7. No more than 18 months time shall elapse for the completion of a permanent dwelling nor shall a temporary structure be used as living quarters except during the construction of a permanent dwelling. An exterior latrine shall be allowed only during the construction of a permanent residence.
8. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse. Such waste shall be kept in sanitary containers at all times. Approved incinerators must be used in the area sufficiently cleared to prevent the possibility of fire starting on the property and shall be kept in a clean and sanitary condition.

9. No commercial or professional or noxious or offensive trade or 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.

10. The cutting or removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property.

11. Lot signs will be limited to one 10" x 24" olive green wooden sign with black lettering to identify the owner and his address.

12. No building shall be constructed within thirty (30) feet of the equestrian easement as shown on the official plat.

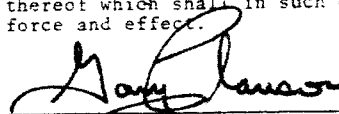
13. No lot shall be divided without prior approval of the Deschutes County Planning Commission.

14. No automobiles or other motor vehicles not presently being used by the lot owner shall be stored or placed on the premises.

These covenants and restrictions or conditions are to remain in effect for a period of ten (10) years from the date of this declaration and shall automatically extend unless the owners of 51% of the total area of all parcels in the subdivision agree in writing to a change.


These restrictions shall be deemed to be for the protection of each of the owners or occupants of any portion of the subdivision. 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 restrictions herein set forth.

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


Gary Clawson

STATE OF OREGON)
) ss.
County of Deschutes)

Subscribed and sworn to before me this 24th
day of July, 1972 by Gary Clawson.


Notary Public for Oregon
My commission expires: 5-20-75

STATE OF OREGON

County of Deschutes
I hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me for recording on the 24th day of July, 1972 at 2:25 o'clock P.M. and recorded in Book 117 of Page 154 Record.

at _____
ROSEMARY PATTERSON
County Clerk
By Lara Lindholm Deputy

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