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BUILDING AND USE RESTRICTIONS

ANDERSON ACRES

Deschutes County, Oregon

Glenn H. Anderson and Helen Rae Anderson, husband and wife, owners and Carey S. Stearns and Betty H. Stearns, husband and wife, mortgagees, being the sole persons having an interest in that portion of Section 34, Township 21 South, Range 10, East of the Willamette Meridian, which has been platted and filed as "Anderson Acres" in Deschutes County, Oregon, do hereby and by these presents subject said subdivision, and the whole thereof, to the following Building and Use Restrictions:

1. All residences, dwellings and other buildings erected shall be placed on a solid poured concrete or pumice block foundation.
2. No residence shall be constructed with less than 500 square feet living area, exclusive of garages, porches and outbuildings.
3. All dwellings shall have an individual sewage disposal system, including septic tanks of an FHA approved type.
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 an annoyance or nuisance to the neighborhood.
5. 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 within six months of the date said buildings are completed.
6. No lot shall be re-subdivided into building lots or used for more than one residence.
7. 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.
8. 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.

9. 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, we the undersigned have affixed our signatures and seals this 10th day of June, 1960.

Glenn H. Anderson (SEAL)
Glenn H. Anderson

Helen Rae Anderson (SEAL)
Helen Rae Anderson

Owners

Carey S. Stearns (SEAL)
Carey S. Stearns

Betty H. Stearns (SEAL)
Betty H. Stearns

Mortgagees

STATE OF OREGON

County of Deschutes

} ss.

BE IT REMEMBERED, That on this 10th day of June, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GLENN H. ANDERSON and HELEN RAE ANDERSON, husband and wife, and CAREY S. STEARNS and BETTY H. STEARNS, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Notary Public for Oregon

My Commission expires: 1-19-62