

BUILDING AND USE RESTRICTIONS

WEST MILLS SUBDIVISION

DESCHUTES COUNTY, OREGON

West Mills, Inc., an Oregon corporation, being the sole owner of the subdivision known as West Mills Subdivision, Deschutes County, Oregon, in order to provide for the orderly development of said subdivision, does hereby and by these presents 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 animals, other than domestic household pets shall be kept on any part of said property.
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 street line, nor nearer than ten (10) feet to any side lot line, nor nearer than twenty-five (25) feet to any rear lot line. For the purposes 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, basement, tent, shack, garage or other outbuilding constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.
6. No residence shall be constructed of less than 1,000 square feet living area, exclusive of garages, porches and outbuildings.
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 both as to exterior and interior within six months of the date said buildings are completed.
9. No masonry block construction shall be used, except for foundation, chimneys, flues, or ornamental work.

10. No fence, wall or hedge in excess of thirty inches in height shall be permitted to extend from the minimum setback line of the house to the curb line of the street.
11. No temporary dwelling shall be constructed.
12. No sign of any kind shall be displayed to the public view on any lot except 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 residence shall be constructed on any area of land which is not at least 90 feet wide along the street frontage and the full depth of the lot or lots as plotted.
14. 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 at all times. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. No individual water supply system shall be permitted on any lot, however, an individual sewage disposal system shall be permitted provided prior approval in writing from the appropriate health authority is secured.
16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half ($2\frac{1}{2}$) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines.
17. 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.
18. 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 March 15, 1981, 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.

19. Invalidation of any one of these foregoing covenants, restrictions or conditions or any portion thereof by court order, judgment of 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, WEST HILLS, INC., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary and its corporate seal to be affixed this 25 day of March, 1958.



West Hills, Inc.

By Robert L. Coats President

Joyce E. Coats West Hills, Inc.

By Joyce E. Coats Secretary

STATE OF OREGON)
) ss.
County of Deschutes)

On this 25th day of March, 1958, before me appeared ROBERT L. COATS and JOYCE E. COATS, both to me personally known, who being duly sworn, did say that he, the said ROBERT L. COATS, is the President, and she, the said JOYCE E. COATS, is the Secretary of WEST HILLS, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and ROBERT L. COATS and JOYCE E. COATS acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary Public for Oregon

My Commission expires 7/22/59

4503

No. _____
{ STATE OF OREGON }
County of Deschutes
I hereby certify that the within instrument
of writing was received for record
the 25 day of March
A. D. 1958 at 4:28 o'clock P M
and recorded in book 118
on page 455 Record
Dorothy
Helen D. Denny County Clerk