

for occasional use for a period of not exceeding 6 months during the year if the trailer is not being used while a permanent residence is being constructed. All structures put on the lots shall be erected in such a manner as to complement the rustic nature of the area. In addition, all outbuildings also shall be constructed in such a manner. No more than one sign will be permitted for each building site, the contents of which will be limited to owner's name or the name of the residence. The overall dimensions shall be the minimum required to present the text in letters not exceeding 4 inches in height. All dwellings shall have roofs of either metal or fire retardant material. All permanent residences shall meet the Oregon Uniform Building Code or the Oregon Code presently in use for mobile home construction. All chimneys shall have spark arresters. There shall be no open burning on any lot except by permit granted by the appropriate state or federal agency. Furthermore, all trash burners and power equipment used on the premises shall be equipped with spark arresters.

2) No lot owner shall cut any timber from his property except in accordance with accepted timber harvesting practices, and further pursuant to the rules and regulations adopted by the Oregon Department of Forestry or its successor agency. No lot owner shall allow any accumulation of trash or debris or any garbage pit on the property, nor allow any non-serviceable equipment to be stored on the property. Only equipment used in the lot owner's daily livelihood may be stored on the property, and then only in an orderly fashion no closer than 50 feet to any lot line. No person shall store equipment which is not being used on the premises if the person does not reside on the premises, excepting that each lot owner shall be allowed to have one plow or tractor to be stored on the premises at all times. Lot owners shall be allowed to mine their property during the hours of 8:00 a.m. to 5:00 p.m. All such mining shall be done in such a manner as not to interfere with other lot owners or damage the property of other lot owners. No firearms shall be discharged within the limits of the Subdivision. All outdoor lights used in the Subdivision shall be erected and used in such a manner and shielded so as not to interfere with the privacy of adjoining lot owners.

3) With regard to animals, lot owners shall be allowed to keep fowl if the same are penned and a roost is provided for them. Horses and cattle shall be allowed if the same are properly fenced in. There shall be no goats or pigs in the Subdivision. All dogs and cats shall be kept from running at large in such a manner as to cause a nuisance to neighboring lot owners. There shall be no commercial breeding of any animals in the Subdivision. All animals shall be kept in such a manner as to prevent a nuisance to adjoining lot owners by trespass, odor or noise.

4) All utilities shall be provided at the sole costs and expense of the owners of the lots in the Subdivision. When such utilities are installed, they shall be underground. Each lot owner shall be responsible for complying with all state, county, federal and other regulatory laws and regulations regarding any and all utilities and use of the land in general.

5) Lot owners shall be entitled to fence their property. It shall be the responsibility of each individual lot owner to fence his property if he wishes to keep animals on the same. All fences shall be constructed in such a manner as is normally acceptable in Baker County, Oregon and shall be of such construction as to restrain the type of animal kept on the property from breaking through the fence.

APPLICATION OF LAND USE RESTRICTIONS & CONSTRUCTION OF RESTRICTIONS

The restrictions herein contained shall be deemed for the protection and benefit of each lot owner and the occupants of any dwelling on said lot. It is intended hereby that each lot owner shall have the right to enforce these restrictions in a court of law. No attorney fees shall be awarded in any suit to enforce any restriction.

Invalidation of any one of the 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 any such case continue to remain in full force and effect, and each condition shall be severable from all the others.