

After recording return to:

**FARM AGRICULTURAL BUILDING AGREEMENT  
Restrictive Covenant - Structural Use**

I \_\_\_\_\_ hereby state I am going to build a \_\_\_\_\_  
\_\_\_\_\_ on property described below and that it qualifies as a farm agricultural building, which is exempt  
from the requirement of a building permit under the Uniform Building Code.

**ORS 455.315 Exemption of agricultural buildings, agricultural grading and equine facilities.** (1) Nothing in this chapter is intended to authorize the application of a state structural specialty code to any agricultural building, agricultural grading or equine facility. (2) As used in this section: Agricultural building means a structure located on a farm and used in the operation of the farm for: storage, maintenance or repair of farm machinery and equipment; The raising, harvesting and selling of crops; the feeding, breeding, management and sale of, or the produce of, livestock, poultry, fur-bearing animals or honeybees; dairying and the sale of dairy products; or any other agricultural or horticultural use or animal husbandry, or any combination thereof, including the preparation and storage of the produce raised on the farm for human use and animal use and disposal by marketing or otherwise.

Agricultural building does not mean: a dwelling; a structure used for a purpose other than growing plants in which 10 or more persons are present at any one time; a structure regulated by the State Fire Marshal pursuant to ORS chapter 476; a structure used by the public; or a structure subject to sections 4001 to 4127, title 42, United States Code (the National Flood Insurance Act of 1968) as amended, and regulations promulgated thereunder.

Deed Number:  
Property Description:

I understand that this agreement further serves as notice to the owner and successors in interest that no change in use of this building shall be made without obtaining the necessary land use approval and building permits as required by Morrow County and Section 502 of the Uniform Building Code and that such change must be approved by the Building Official and the Planning Director. This agreement is binding on the owner, the heirs, successors and assigns.

I further agree and understand that failure to comply with any provision of this agreement shall constitute a violation of this agreement. To facilitate the enforcement of this agreement, any violation of this agreement shall constitute a nuisance and may be enjoined, abated or removed.

I, \_\_\_\_\_, owner of the above-described property, do hereby swear and affirm under the penalty of perjury that the above statement is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**NOTARY PUBLIC**

My Commission expires:

State of Oregon  
County of Morrow

Signed and sworn to before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public: