

BOOK 64 JUL 1928

DECLARATION OF RESTRICTIONS

SPRING HILLS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, John A. Gillett, Jr. and Janet M. Gillett, which are the owners of the following described real estate, to wit:

A part of Sec. 27, T14S., R.12W., W.M. known as Spring Hills and being more particularly described as follows: Beginning at the Initial Point of said Subdivision being an iron pipe 2" by 36" set in the easterly line of the Oregon Coast Highway which is 3663.18' South and 629.6' West of the E1 cor. of Sec. 22, T.14S., R.12W, W.M.; thence S74° 19'E, 288.27'; thence N 15° 41'E, 199.74'; thence N 74° 19' W, 288.27'; thence S 15° 41' W, 199.74' to the point of beginning and said Initial Point. Containing 1.32 acres.

does hereby declare that said land, and the whole thereof, shall be subject to the following protective covenants, conditions, and restrictions which shall run with the land and be for the benefit thereof, to wit:

1. This tract shall be limited to use for residential purposes, and no trade, business or profession shall be conducted or practiced thereon.
2. All dwellings shall consist of conventional residential homes or (homes not built on site) manufactured in 1976 or more recently. No mobile homes, house trailers or any homes with portable foundations, not less than 20 feet wide by 50 feet long will be permitted.
3. No more than one single family dwelling or equivalent combination thereof shall be placed on lots in this subdivision.
4. All buildings placed on these lots shall conform with prevailing state and local building codes.
5. No residential structure or accessory building shall be placed closer than 20 feet to any street line. No portion of any structure may be closer than 5 feet to any side or rear lot line.
6. (Homes not built on site) foundation cover shall be installed within 30 days of unit placement on lot.
7. All structures erected in said subdivision shall be of good architectural design and in keeping with other buildings and the natural area in the subdivision. John A. Gillett, Jr. and Janet M. Gillett shall exercise architectural control over all structures within the subdivision for a period of three years from the date of recording. After that date there shall be an architectural control committee.

PAGE 2.

BOOK 64 PAGE 1929

8. No structure may be occupied prior to connection to power, water and sewer with approval by local authority.

9. All lots in said subdivision, excepting lots 4 and 3 thereof, are limited to one single story, not to exceed 15 feet in height above the highest point of each individual lot grade at the site of construction.

10. The exterior of any building on which construction is commenced within said subdivision shall be completed with new material within one year from the start of construction. This includes any structure that is added on after completion of the dwelling or residence or structure that has been approved by the architectural committee.

11. Except for driveways not to exceed 30 feet wide, trees and shrubs planted 10 feet from the North property line of Lot 1, 2 and 3 and 10 feet of the South property line of lots 3, 4 and 5 will not exceed 15 feet in height and no closer than 10 feet apart. All other shrubs, trees and structures (fences) will not exceed 5 feet in height.

12. All garbage, trash and waste shall be concealed from sight from the street and adjacent lots.

13. No inoperable motor vehicles shall be kept on the premises.

14. The front yard shall be kept clear of boats, trailers, campers, etc.

15. A perpetual easement is reserved for utility installation, maintenance and replacement, over and under the ground, in locations and widths as shown and designated by dotted line on the plat of said subdivision. This reservation shall include the right to install and maintain guys and guy anchors along all lot lines where necessary to facilitate standard pole line construction. Public utilities equipment and installation may be constructed, maintained, and replaced on said easement without the payment of damages or other compensation thereof; maintenance shall include the right to remove trees, limbs of trees, undergrowth or other obstruction that overhangs or otherwise endangers utility equipment. The owner or owners of lots upon which said easements are located shall have the right to use, at their own risk, the portion of an easement within their lots for garden or other purposes, not of a permanent nature which do not interfere or threaten the use of said easement for the purpose for which it is intended and reserved.


16. No grading, filling, wall construction, or other acts shall be performed which will cause ponding of surface water on the lots or prevent the drainage thereof to streets or drainways. This drainage easement will not have any obstruction that will prevent proper drainage.

BOOK 64 PAGE 1930

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. If any person or persons shall violate any of the covenants, conditions, and restrictions therein set forth, any other person or persons owning real property in said subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants or restrictions, in order to prevent him or them from so doing or to recover damages, or other compensation for such violation.

19. The invalidation of any one of these covenants, conditions, and restrictions by judgment or court order shall in no way affect any of the other provisions therein, which shall remain in full force and effect.



Janet M. Gillett

STATE OF OREGON,
County of LINCOLN } ss.

April 27, 1976.

Personally appeared the above named JOHN A.

GILLETT, JR. and JANET M. GILLETT

and acknowledged the foregoing instrument
to be their voluntary act and deed.

Before me:



Notary Public for Oregon

My commission expires: April 3, 1979

Vertical stamp and handwritten notes on the left margin, including the word 'SEAL' and various illegible markings.

