

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SCHMUNKS' ADDITION  
SUBDIVISION IN YACHATS, LINCOLN COUNTY, OREGON

The undersigned, being the fee owner of the real property hereinafter described and the holder of the equitable title to the balance, to-wit:

See attached Exhibit "A"

hereby make the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitation on all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

SECTION 1. LAND USE

All lots shall be used for recreation residential purposes only. No business or commercial enterprise shall be conducted on any lot, whether or not such enterprise is related or incidental to residential use.

SECTION 2. BUILDING LOCATION

1. Definitions.

A. One-story. A one-story structure shall have the minimum foundation elevation required by building code. A one-story dwelling shall in no case extend as to any part of its roof line, more than 15 feet above ground level. Split level floor plans may be employed provided that no portion of the building exceeds the overall height limitation. Chimneys may extend above the height line maximum for the roof the minimum distance required by code provided that they are not constructed in such fashion as to substantially block the view beyond the amount necessary to accomplish their function.

B. Two-story. A two-story structure shall consist of minimum foundation elevation required by code. A two-story structure shall in no case extend, as to any part of its roof line, more than 24 feet above ground level. Split level floor plans may be employed provided that no portion of the building exceeds the overall height limitations. Chimneys may extend the height line maximum for the roof the minimum distance required by code provided that they are not constructed in such fashion as to substantially block the view beyond the amount necessary to accomplish their function.

C. Ground level. Ground level shall be the mid-point between the highest elevation on the lot and the lowest elevation on the lot. Ground level is defined as the mid-point between the highest elevation on the lot and the lowest elevation on the lot. Measurements shall be computed from that elevation to the elevation of the high point of the structure regardless of where on the lot the highest elevation is located.

## 2. Block One.

Structures on Block One are restricted to one-story. On lots 2,3 and 6, the structures shall be located as close to the north-east lot line as possible under code and shall be located on the northeasterly portion of the lot leaving at least 40% of the lot in open space on the southwesterly portion of the lot to preserve view and sight line. The one-story structures on lots 1, 4 and 5, shall be constructed as close as possible under code to the southwest lines of the lots leaving at least 40% of the lot in open space on the northeasterly portion of the lot to preserve view and sight line. Garages or carports shall be located on the portion of the block available for building of structures. No parking shall be allowed in the open space section of the lot or in the driveway or street area. Additional parking, not in a garage or carport, may be provided along the side yard portion of each lot.



Any fences constructed on the lot shall be restricted to the portions of the lot available for building of structures and shall not be allowed in the open space section of the lot. Decks shall be considered part of the structure.

### 3. Block Two.

Lots 1, 2, 4, 5, 6 and 12 of Block Two are restricted to no more than a two-story structure. The structure on lots 1 and 5 shall be located on the southwesterly portion of the lot leaving at least 40% of the northeasterly portion of the lot open for sight line and view purposes. The structure on Lot 2 shall be located on the southeasterly portion of the lot leaving at least 40% of the northwesterly portion of the lot open for sight line and view purposes. The structure on Lot 4 shall be located on the northeasterly portion of the lot leaving at least 40% of the southwesterly portion of the lot open for sight line and view purposes. The building on Lot 12 shall be located as the owner may desire, but is recommended for location on the northeasterly portion of the lot. Lot 3 is restricted to a one-story structure. There are no restrictions other than code on Lots 7, 8, 9, 10, 11 or 13. Garages, carports, fences and parking for vehicles and recreational trailers and recreational vehicles shall be restricted to those portions of the lot available for building of structures on those lots where the location of structures is restricted. Decks shall be considered part of the structure.

### SECTION 3. NUISANCES

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood. No inoperable vehicles shall be kept on the premises.

#### SECTION 4. TEMPORARY STRUCTURES

Except as needed by the Declarant during the construction and sales period, no structure of a temporary character, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at anytime as a residence, either temporarily or permanently, and no residence shall be occupied until completed. Any residence shall be completed within one year after commencement of construction on that residence.

#### SECTION 5. LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other household pet may be kept provided they are not kept, bred or maintained for a commercial purpose. The owner of a pet permitted hereunder shall keep it on a leash or keep it confined to the dwelling or the fenced portion of the lot at all times.

#### SECTION 6. GARBAGE AND REFUSE DISPOSAL

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. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### SECTION 7. BUILDING TYPE AND SIZE

No structure shall be erected, altered, placed or permitted to remain on any lot or site except one single family dwelling with a private carport or garage which shall conform to the general architectural design of the building and further excepting vacation trailers. Structures shall not be less than 900 square feet excluding garage, carport and decks, and when finished shall be of a value equivalent to \$35 per square foot.

#### SECTION 8. CLOTHESLINES

No clotheslines, clothesracks, or other apparatus on which rugs, clothes or similar items are exposed for the purpose of airing or drying shall be located on any lot unless such clothesline area shall be adequately screened so as to conceal the view thereof. Such clothesline area shall be limited to the portion of the lot available for building structures.

## SECTION 9. DRAINAGE

Each grantee of a lot agrees for himself and his heirs, successors and assigns that he will not interfere in any way with the natural drainage of water over his lot from adjoining or other lots, or that he will make adequate provisions for proper drainage in the event it is necessary to change the natural flow of water drainage over his lot. For the purpose hereof "natural" drainage is defined as the drainage which would naturally occur at the time the overall grading plan, including the finish grading of each lot, has been completed by the Declarant.

## SECTION 10. TREES AND HEDGES

All trees, hedges, shrubs, flowers or grass growing on a lot shall be maintained and cultivated so that plant insects, pests and diseases shall not be a menace or detrimental to the trees, hedges, flowers or lawns within the neighborhood or to surrounding properties. Hedges and shrubs shall be no more than four feet high and shall not interfere with the view of adjacent property owners. No additional trees shall be planted.

## SECTION 11. COMMERCIAL USE

No business house or houses, saloon, hospital, public boarding house, place for public entertainment, store, livery stable or other place of business or public resort, shall ever be erected on any part of the above-described subdivision.

## SECTION 12. RESTRICTION AGAINST POLLUTION OF WATER

In the interest of public health and sanitation, and so that the land above-described and all other land in the same locality may be benefitted by the decrease in the hazards of water pollution and by the protection of water supplies, recreation, wild life and other public uses thereof, the owners of lots in the subdivision will not use the above-described property for any purpose that would result in the pollution of any waterway that flows through or adjacent to such property by refuse, sewage, or other material

that might tend to pollute the waters of any such bodies of water or otherwise impair the ecological balance of the surrounding lands.

#### SECTION 13. DURATION

The covenants, conditions, restrictions and other terms and provisions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors and assigns for a term of ten years from the date this declaration is recorded, after which time the provisions hereof shall be automatically extended for successive periods of ten years, provided, however, that this declaration may be amended by an instrument signed by persons owning at least 65% of the lots.

#### SECTION 14. ENFORCEMENT

Any owner may prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, reservation, or other matter now or hereinafter imposed by the provisions of this declaration, to restrain or prevent such violation, recover damage or other compensation or obtain other relief. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to thereafter enforce the same.

#### SECTION 15. SEVERABILITY

Invalidation of any term or provision herein by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

#### SECTION 16. CAPTIONS

The section captions are inserted only for convenience and are not to be construed as a limitation of the scope of the particular section to which it refers.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

(Acknowledgement)

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