

MOUNTAIN VIEW 2nd ADDITION

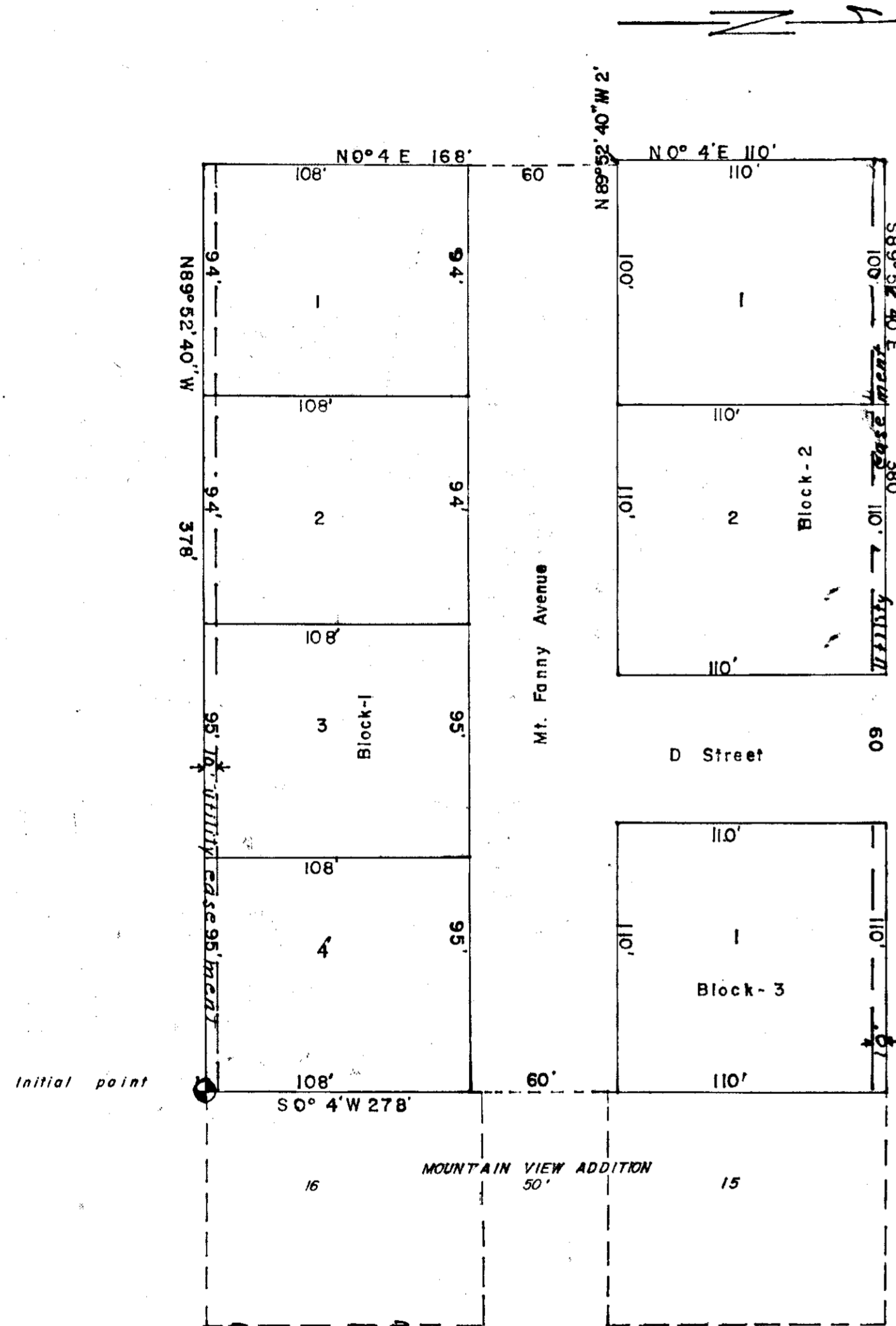
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Bl 2 - Pg 62

ISLAND CITY, OREGON

Date June 1969.

SCALE 1" = 50'



27683

27356

STATE OF OREGON } ss
County of Union }
I certify that the within instrument of writing was received for record on the 19th day of May 1970 at 2 o'clock P. M., and recorded on page 62 in book 2 Record of Plats of said County.
DELORES C. MOORE County Clerk,
By Christine Deputy.

STATE OF OREGON } ss
County of Union }
I certify that the within instrument of writing was received for record on the 18th day of February 1970 at 5 o'clock P. M., and recorded on page 63 in book 2 Record of Plats of said County.
DELORES C. MOORE County Clerk,
By Christine Deputy.

I, James G. Voelz, do certify that I am a registered land surveyor in the State of Oregon and have surveyed the land as described on this plat and all corners are placed in accordance with ORS 92.060. The initial point of survey is designated by a two inch galvanized pipe 36" long and driven 6" below surface of ground. The point of beginning being N 0° 4' E 1324.5 feet, thence N 89° 52' 40" W a distance of 670 feet from the South one quarter corner of Section 3, T 3 S, R 38 E W M. Said initial point also being the southwest corner of Mountain View Addition to Island City, Oregon. From point so determined running thence N 89° 52' 40" W a distance of 378 feet; thence N 0° 4' E a distance of 168 feet; thence N 89° 52' 40" W a distance of 2 feet; thence N 0° 4' E a distance of 110 feet; thence S 89° 52' 40" E a distance of 380 feet to the west boundary of Mountain View Addition; thence S 0° 4' W, 278 feet to the point of beginning. Situate in NE 1/4 SW 1/4 of Section 3, T 3 S, R 38 E W M.

James G. Voelz
James G. Voelz professional land surveyor
Oregon Reg. No. 381

Subscribed and sworn to before me this 28 day May 1969. My commission expires Oct. 22, 1970

Stuart F. Weyer
Notary public for Oregon.

The accompanying plat is hereby adopted by the undersigned:

Union County Planning Commission Alan R. McKee approved 24th day Dec 1969
Chairman

County Surveyor of Union County Paul Hanna approved 7th day July 1969.
Acting County Surveyor

R. H. Hartsch and Wm. F. Moore, Sheriff assessor and sheriff of Union County, Oregon hereby certify that we have examined the tax records of area in accompanying plat and all State and County taxes and assessments that could constitute a lien on platted land have been paid and plat approved.

R. H. Hartsch approved 27 day Jan 1969.
Assessor
Wm. F. Moore, Sheriff approved 27 day June 1969.
Sheriff

This certifies that the plat of Mountain View 2nd Addition, Island City, Oregon is approved for filing and placed in the record of town plats of Union County, Oregon by the undersigned by order dated the _____ day _____ and recorded in County Court Journal _____ page _____.

Paul Hanna approved 7th day June 1970
County Judge

Donal D. Hagg approved 7 day Jan 1970
Commissioner
W. L. Schaad approved 7 day Jan 1970
Commissioner

I, Deloris C. Moore County Clerk of Union County do certify that the above named are now the duly qualified elected, sworn and acting judge and commissioners of Union County. The above signatures are genuine and the seal here to affixed is the seal of my office.

Deloris C. Moore
County Clerk

the undersigned as owner of property platted on accompanying plat do hereby execute and declare the following dedication for purpose of establishing Mountain View 2nd Addition L & Y Builders Inc.
All streets are donated to and for public use:

State of Oregon }
County of Union }
On the 26 day of January 1970, the above signed personally appeared before me and acknowledged the foregoing dedication to be a voluntary act and deed

My commission expires May 15, 1973

Edward B. Weyer
Notary public for Oregon

Rededicated and acknowledged by
L & Y Builders, Inc. this 13th day of March, 1970
Before me: Deloris C. Moore Co. Clerk
By Paul Hanna Deputy

DECLARATION OF RESTRICTIONS

The undersigned, being the record owners and parties in interest of all the following described real property situated in Union County, State of Oregon:

The initial point of survey is designated by a two inch galvanized pipe 36" long and driven 6" below surface of ground. The point of beginning being N 0°4'E 1324.5 feet, thence N 89° 52'40"W a distance of 670 feet from the South one quarter corner of Section 3, T3S, R 38 EMM. Said initial point also being the southwest corner of Mountain View Addition to Island City, Oregon. From point so determined running thence N 89° 52'40"W a distance of 378 feet; thence N 0°4'E a distance of 168 feet; thence N 89° 52'40"W a distance of 2 feet; thence N 0°4'E a distance of 110 feet; thence S 89° 52'40"E a distance of 380 feet to the west boundary of Mountain View Addition, thence S 0°4'W, 278 feet to the point of beginning. Situate in NE¹ SW¹ of Section 3, T3S, R 38 EMM.

do hereby make the following Declaration of Conditions and Restrictions covering the above described real property, specifying that this Declaration shall constitute covenants to run with all of the land and shall be binding on all persons claiming under them and that these Conditions and Restrictions shall be for the benefit of and limitations upon all future owners of said real property.

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars. Basements and what are known as "daylight basements" shall not be counted as a "story". Outbuildings which are strictly incident to a private residence shall be permitted. Outbuildings shall be constructed of the same type of material as the residence. Buildings shall not occupy more than 30% of the lot area.

MINIMUM LOT SIZE: No dwelling shall be erected or placed on any residential lot which lot has an area of less than 9,500 square feet.

SET-BACK LINES: No dwelling or other building shall be erected within 20 feet of the front lot line, or nearer than 20 feet of any side street line. No building shall be located nearer than 3 feet to an interior lot line with at least a total of 10 feet on both sides of the building between the sides and the interior lot lines, except that no side yards shall be required for separate garage building or other permitted accessory building located 10 feet or more from the minimum front building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches which protrude past any setback line shall not be construed as a violation of these setback lines.

DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

COMPLETION OF CONSTRUCTION: All buildings shall be completed and the exterior of the buildings painted within one year from the time construction is commenced. No dwelling shall be occupied for more than six months for any purpose until such time as the exterior of such dwelling shall have been completed and painted. If the building is not completed, the undersigned may elect to complete it and charge the costs and expenses thereof to the owner.

TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no old structures shall be moved or placed onto any of said lots.

SIGHT LINES: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 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 line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same sightline limitations shall apply on every lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight-lines.

VIEW PROTECTION: No building, either residence or garage, shall be so constructed upon said land so that any part of the roof thereof shall extend vertically more than 16 feet as to a single level, 20 feet as to a bi-level or tri-level, and 24 feet as to a two-story building, from the ground level of the land as it presently exists and the contour lines established as of the date hereof shall be the final test of elevation as contemplated herein. No windbreak, hedge or fence shall be planted, constructed or allowed to grow upon any part of the premises to a greater height than 6 feet above the level of the ground as it presently exists.

PROTECTIVE SCREENING: No fence more than forty (40) inches in height shall be permitted to extend nearer to any street than the minimum setback line.

MAINTENANCE: Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

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

NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than five (5) 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.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

WATER SUPPLY: No individual water-supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements and standards of all controlling local Public Health authorities. Approval of such system as installed shall be obtained from such authorities.

SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling local Public Health authorities.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five (5) feet of each lot.

ARCHITECTURAL CONTROL COMMITTEE: No building, fence, wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing as to quality of workmanship and materials, harmony of external design with existing structures,

location with respect to topography and finish grade elevation, and as not interfering with the reasonable enjoyment of any other lot, especially with reference to adjacent and contiguous lots, by an Architectural Committee composed of Eldon Yates and Dolores Yates, nor shall the color of any building, fence, wall or other permanent structure be changed unless approved by that Architectural Committee. Upon failure by the Committee or its designated representative to approve or disapprove plans and specifications for new structure or change in color of any existing structure within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration. If any member of the Committee resigns or is unable to act, the remaining number shall discharge the functions of the Committee. At any time the Committee may by recorded statement to that effect relinquish the right herein reserved to appoint and maintain the Committee and at such time the then record owners of fifty percent or more of the lots in said subdivision may elect and appoint a Committee of three or more of such owners to assume and exercise all of the powers and functions of the Committee specified herein. No member of any Architectural Committee, however created, shall receive any compensation or make any charge for his services as such.

TERM: The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

SEVERABILITY: Invalidation of any of these covenants shall in no wise affect any of the other provisions, which shall remain in full force and effect. The paragraph headings herein are solely for convenience, are not a part of this instrument and are not to be used in construing it.

SUBDIVISION: If the undersigned elect to create a legal subdivision of the premises as defined in the Oregon Revised Statutes and Acts amendatory thereof or any subdivision laws, every subsequent owner or party in interest shall be deemed to have consented to the creation of such subdivision, shall sign all documents and instruments convenient or necessary to effectuate such subdivision and is deemed to have appointed Eldon Yates his lawful attorney in fact to sign and execute all such documents and instruments convenient or necessary to effectuate such subdivision.

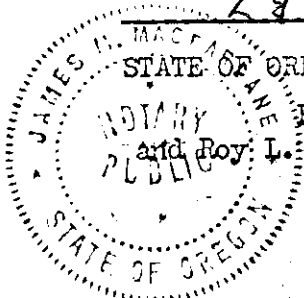
ENFORCEMENT: The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

ATTORNEY FEES: Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action, both upon the trial thereof and upon any appeal from the trial court's judgment or decree.

DATED February 18, 1970, at La Grande, Oregon.

Roy K. Stanton
L & Y Builders INC.

Eldon L. Yates
Dolores J. Yates



STATE OF OREGON, COUNTY OF UNION : ss

February 18, 1970.

Personally appeared the above named Eldon L. Yates and Dolores J. Yates, and Roy L. Stanton, and acknowledged the foregoing to be their voluntary act. Before me:

James H. Maclean
 Notary Public for Oregon
 My Commission Expires: 5-22-71

L & Y BUILDERS, Inc.

By Eldon L. Yates
President

By Dolores J. Yates
Secretary

STATE OF OREGON, |
County of Union. |

March 19, 1970

ss. PERSONALLY APPEARED Eldon L. Yates and Dolores J. Yates, who being duly sworn each of himself and herself and not one for the other, did say that the former is the president and the latter is the secretary of L & Y Builders, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: DELORIS C. MOORE
County Clerk

By Lucille Courtney
Deputy