

Covenant Recorded: Deed Records BR 82 - P. 991 - Dec. 14, 1977  
(by phone call to  
County Clerk, OR)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
MERRIT - NASH ADDITION TO YACHATS

WHEREAS, Declarants are the owners of that certain real property located in Section 34, T 14 S, R 12 W, W.M., in Lincoln County, Oregon, which has been subjected to dedication by plat recorded in Book 12, Page 36, Record of Plats of Lincoln County, Oregon, and thereafter known and referred to as Lots 1 through 9, Merrit-Nash Addition to Yachats; and

WHEREAS, said Declarants desire to subject said property to the restrictions, covenants, conditions, reservations and easements as hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, it is the intent of Declarants that the benefit shall inure to and for each owner thereof and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest and any future owners thereof; now, therefore

Declarants hereby declare that the said property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations and easements as hereinafter set forth:

ARTICLE I.

Permitted and Prohibited Uses

Section 1. The premises may be used only for single family residences complying with applicable building, planning and zoning

codes and statutes. One single lot as shown by the plat above referred to shall be the minimum building area upon which any single family residence may be constructed. One or more lots may be used as a single building plot, but in such event, no part or portion thereof may be separately used for the construction of any additional single family dwelling residence, unless both the portion so to be used and the portion so remaining shall in all respects conform and comply with all the terms, conditions and requirements hereof.

Section 2. Garages, which shall be for the use only of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence.

Section 3. The premises shall not be used or occupied by other than a single family and shall not be used for other than residential use.

Section 4. On Lots 1 through 4 the height of any building shall be no more than two full stories above grade. On Lots 5 through 9 the height of any building shall be no more than fifteen (15) feet above grade. In determining the height of any building, grade shall be defined as the average of the natural ground level at the center of each wall of the building. Height shall be the vertical distance from grade to the highest point of the roof, excluding chimneys, radio or television antennae, and similar items.

Section 5. No outbuilding, garage, shed, tent or temporary building of any kind shall be erected, constructed, permitted or maintained prior to the commencement of the erection of a

residence, and no outbuilding, garage, shed, tent, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to permit the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities, which shall be provided for workmen during such construction.

Section 6. No owner of any part of the property will do or permit to be done upon his property any act which may be, is or may become an annoyance or nuisance to other lot owners.

Section 7. No mobile homes, travel trailers, modular homes, or other similar structures, the major structural members of which are manufactured or assembled at a location other than the property itself, shall be placed upon the premises. Likewise, construction shall be primarily of conventional materials such as brick, stone or wood, or other similar materials generally accepted and utilized in the construction of site-built homes at the time of such construction.

## ARTICLE II.

### Streets, Easements and Rights-of-Way

Section 1. The Declarants have, by recordation of the aforementioned plat, dedicated to public use those areas shown as public streets within the plat of the subdivision, together with walkways and utility easements. It is intended that public roadways shall be used by the public for transportation purposes in the usual manner, and for the purposes of constructing and maintaining public utilities below ground, so long as the same shall not

interfere with the use of said roadways for purposes of transportation. Additionally, the Declarants have reserved for purposes of drainage for the benefit of all persons within the subdivision an easement ten (10) feet in width for purposes of drainage, said easement consisting of a strip of land five (5) feet in width along Lot 7 and five (5) feet in width along Lot 8 on either side of the common boundary between said Lot 7 and Lot 8.

Section 2. Further, an easement has been reserved for purposes of pedestrian traffic for the benefit of the owners of lots in the subdivision, their guests and invitees, consisting of a strip ten (10) feet in width lying in Lot 9 and lying along the northerly boundary thereof.

Section 3. Further, a ten (10) foot utility easement for sewer and other purposes has been reserved for the benefit of the owners of lots within the subdivision as follows:

(a) A ten (10) foot strip in Lot 4 lying along the northerly boundary thereof;

(b) A ten (10) foot strip in Lot 1 lying along the southerly boundary thereof;

(c) A ten (10) foot strip in Lot 5 lying along the southerly boundary thereof.

Section 4. No structures shall be erected upon any part of the property which will interfere with the use and enjoyment of the easements hereby reserved.

ARTICLE III.

General Provisions

Section 1. These covenants and restrictions are to run with the land and shall be binding on Declarants and all parties and persons claiming under them for a period of twenty (20) years from the date this declaration is recorded, after which time this Declaration of Covenants, Conditions and Restrictions, together with any amendments thereto, shall be automatically extended for successive periods of five (5) years each, unless extinguished by an instrument signed by a majority of the then owners of all lots within the property, duly recorded, agreeing to extinguish this Declaration of Covenants, Conditions and Restrictions.

Section 2. Invalidation of any one of these covenants or restrictions, or any part thereof, by judgment or court order shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.

Section 3. This declaration may be amended at any time during the initial period hereof by the affirmative vote of three-fourths (3/4) of the owners of the lots subject to this declaration and after the expiration of the initial twenty (20) year term hereof, by the affirmative vote of the owners of a majority of the lots subject to this declaration. Such amendment shall be evidenced by an instrument signed by the owners of lots thus affirmatively voting in favor of such amendment, and duly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants

herein, have executed this agreement on this \_\_\_\_\_ day of November, 1977.

\_\_\_\_\_  
Merrit M. Nash

\_\_\_\_\_  
Hilde M. Nash

\_\_\_\_\_  
Ferd M. Schnuriger

\_\_\_\_\_  
Elizabeth A. Schnuriger

STATE OF OREGON        )  
                              )  
County of Lincoln     )

On this \_\_\_\_\_ day of November, 1977, personally appeared before me, a notary public in and for said county and state, the above named MERRIT M. NASH, who stated that he executed the foregoing instrument freely and voluntarily.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON        )  
                              )  
County of Lincoln     )

On this \_\_\_\_\_ day of November, 1977, personally appeared before me, a notary public in and for said county and state, the above named HILDE M. NASH, who stated that she executed the foregoing instrument freely and voluntarily.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON        )  
                              )  
County of Lincoln        )

On this \_\_\_\_\_ day of November, 1977, personally appeared before me, a notary public in and for said county and state, the above named FERD M. SCHNURIGER, who stated that he executed the foregoing instrument freely and voluntarily.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON        )  
                              )  
County of Lincoln        )

On this \_\_\_\_\_ day of November, 1977, personally appeared before me, a notary public in and for said county and state, the above named ELIZABETH A. SCHNURIGER, who stated that she executed the foregoing instrument freely and voluntarily.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_