

BOOK 71 PAGE 557  
 DECLARATION OF COVENANTS  
 &  
 RESTRICTIONS

MINDY ADDITION to YACHATS

WHEREAS, OLLIE AIDE & EVA CAROLYN AIDE, are the owners of certain real property located in Lincoln County, State of Oregon, all lots and tracts within the plat of Mindy Addition to Yachats, according to the plat thereof on record in the office of the County Clerk, of Lincoln County, Oregon, hereinafter referred to as "Said Property" and

WHEREAS declarants desire to subject said property to the restrictions, covenants, conditions, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of 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, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as hereinafter specified; and

WHEREAS, it is the desire and intention of the Said Ollie Aide & Eva Carolyn Aide, to insure the use of said lots for attractive residential purposes only, and to secure to each site owner the full benefit and enjoyment of his home and, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners, and to prohibit anything tending to detract from the attractiveness and value of the property for residential purposes; now, therefore,

THE UNDERSIGNED, OLLIE AIDE & EVA CAROLYN AIDE, owners and subdivider of the above-mentioned real property does hereby make the following declarations as limitations, restrictions and uses to which all of the above-mentioned property may be put, hereby specifying that said declaration shall constitute covenants to run with all the said lots, as provided by law, and shall be binding on the declarant, its heirs, successors and assigns and all persons claiming under them, and for the benefit of and as limitation upon all future owners of said property.

1. All restrictions herein set out shall be and continue in force for a period of twenty years from the date hereof, and thereafter shall be conclusively be deemed renewed by the owners of the property subject thereto for consecutive periods of ten years, unless upon the termination of the initial twenty year period of duration or any succeeding ten year renewal period a majority of the then owners of the said lots, by affixing their signatures to a written instrument filed for record in the Book of Deeds for Lincoln County, as stated, shall revoke and terminate the said restrictions in full, or in part.

2. There shall be no restriction or limitation as to the time within which construction must be commenced by a purchaser of any site; however, upon commencement of construction upon said property, which shall be constituted by affixing thereto any foundation or other permanent fixture commonly regarded as a portion or stage of the construction of a permanent structure, said construction shall be completed and ready for occupancy, including exterior paint, varnish or stain if constructed of materials requiring such, within one year from the date of such commencement; and further provided that nothing herein shall be construed as preventing construction to proceed in a normal manner, including ingress and egress of equipment from the site, erection of reasonable temporary storage space for tools, machinery and such like, placement of supplies upon the site, and so forth.

3. All construction shall be in accordance with the standards of and set out in the current edition of the Uniform Building Code, provided, however, that in the event of change or modification of such standards, or development of improved methods, materials, procedures or designs and such method, material, procedure or design is demonstrably superior to those of the current edition of the Uniform Building Code may be employed and adoption by the said Uniform Building Code at any subsequent time shall be a prima facie showing of the superiority and acceptability thereof. Moreover, all construction shall be performed and completed in a workmanlike manner in accordance with the general standards of the industry and no building

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erected on any site shall be of such architectural design or of such appearance as to be unsightly and displeasing to the ordinary and reasonable aesthetic senses.

4. No residential structure shall be erected or placed on any building site that is less than 800 Sq. Ft. of living area, no structure shall be erected or placed upon the site other than a Single Family Dwelling and appurtenant garage and fences. Nothing herein shall contain or prohibit Modular or pre-fab homes if the same be placed on a permanent foundation and otherwise meets the requirements herein.

5. Building height restriction for Lot No 1 is to be 12 feet with the building to be placed 20 feet from N.W. Mitchell Lane.

Building height restriction for Lot No 2 is to be 12 feet with the building to be placed 5 feet from the northeast line of said Lot.

Building height restriction for Lot No 3 is to be 30 feet with the building setback to comply with the City of Yachats zoning requirements.

Building height restriction for Lot No 4 is to be 30 feet with the building setback to comply with the City of Yachats zoning requirements.

Building height restrictions for Lot No 5 is to be 30 feet with the building setback to comply with the City of Yachats zoning requirements.

6. No manufacturing nor commercial enterprise, trade, business, or enterprise of any kind for profit, nor any activity regularly open to the public at large, whether for profit or not, shall be maintained upon, in front of or in connection with any of the "Said Property", nor shall said property in any way be used for other than strictly residential purposes.

7. No horse, cow, hog, goat, or similar animal shall be kept or maintained on said property or any portion thereof, nor any chicken yard be maintained thereon. Domestic House pets such as Dogs and cats are allowable.

8. No trash, refuse, junk, debris of any sort or shape, including but not limited to unuseable vehicles, machinery and the like, shall be permitted or suffered on or about any site.

9. In the event any covenant or condition or restriction hereinabove contained or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

10. Every person hereinafter having any right, title, or interest in any lot or portion thereof in said tract shall be entitled to claim the full benefit of these covenants and restrictions, and shall have the right to institute and prosecute any proceedings, at law or in equity, by injunction or other lawful procedure against the person or persons violating or threatening to violate this covenant and to recover any damages to him by reason of such violation. Failure by any landowner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring subsequently thereto.

11. Should in fact a waiver of any breach of any of the covenants, agreements, restrictions or conditions herein contained occur, it shall not be construed a waiver of any other breach of the same, or other covenants, agreements, restrictions or conditions.

12. It is further provided that no provision contained herein shall be deemed to limit the remedies for any breach of any covenant, restriction, or agreement herein to enforcement hereof, but remedies and rights hereunder are to be considered cumulative and concurrent with any right or remedy which may be available without regard to this instrument.

IN WITNESS WHEREOF Declarants have hereunto set their hands and seals this 14th day of December 1976

Ollie Aide

Eva Carolyn Aide

Ollie Aide  
Eva Carolyn Aide  
Personally appeared the above named Ollie Aide and Eva Carolyn Aide, her  
Subscribed and sworn to before me this 14th day of December 1976, and  
acknowledged the foregoing instrument to be their voluntary act and deed.

NELL K. WYNNE  
Notary Public, Washtenaw County, Ohio  
My Commission Expires Dec 21, 1979

Nell K. Wynne  
Notary Public

My commission expires

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DECLARATION OF COVENANT  
&  
RESTRICTIONS  
MINDY ADDITION to YACHTS  
C90738

STATE OF OREGON,  
County of Lincoln ss.

I certify that the within instrument was received for record on the 29 day of Dec, 1976, at 10:44 clock A.M., and recorded in book 371 on Page 1359. Record of deed of said County.

Witness my hand and seal of County affixed.

Alberta M. Bryant  
County Clerk.

By Norma Sharp  
Deputy.

After recording return to:

Dr. Ollie Aide  
3366 Harwinton Lane  
Cincinnati, Ohio 45211

Pa check \$6.00