

7491

PAULINA VIEW ESTATES

VOL 199 PAGE 224

Preliminary Plat No. 126

Being a subdivision of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$
Of Section 10, T. 18S., R. 12E., W.M., excepting therefrom
Phase 1 consisting of 5.66 acres., Deschutes Co. Oregon

Declarations, Conditions and restrictions

To the public:

1. The undersigned to hereby certify and declare that the following conditions, restrictions, reservations, covenants and agreements shall be made a part of all conveyances of property owned by the undersigned, within the Plat of Paulina View Estate records of the County Clerk of Deschutes County, Oregon, which it shall thereupon apply as fully and with the same effect as if set forth at large therein.
2. No lot shall be divided into smaller parcels than recorded on the last filed plat of Paulina View Estates addition.
3. No dwelling shall be erected or placed on any residential lot which has an area of less than 20,000 square feet or a width of less than 80 feet at the front building set back line. Those lots fronting on cul de sacs or curves are excepted.
4. No dwelling or other building shall be erected within 25 feet of the front lot line, or nearer than 14 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yards shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum front building set back line. No dwelling shall be located on any interior lot nearer than 25 feet at the rear lot line. For the purpose of the covenant, eaves, steps and open porches which protrude past any set back line shall not be construed as a violation of said set back line.
5. Individual sewage disposal systems shall comply with all applicable statutes of the State of Oregon and case interpreting the same and shall comply with all rules and regulations of the Oregon State Board of Health and the Department of Environmental Quality of the State of Oregon, and shall further comply with all rules and regulations of the Health Department of Deschutes County.
6. 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.
7. No structure of a temporary character, 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.

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Paulina View Estates

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

9. 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of them owners whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

11. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. The water supply is from private owned domestic water company "Avion Water Co."

13. Structure shall be completed exterior wise, within six (6) months after start including finish, paint or stain.

15. No vehicular access on rear of lots along Reed SMarket Road and Ferguson Road.

Dated 19 1995

Fred Conception

STATE OF OREGON
County Of Deschutes

On this the 10th day of Sept, 1995
Before me the undersigned
personally appeared before me. In witness whereof I herunto
set my hand and official seal.



Dixie R. Falting
Notary Public for Oregon
My commission expires: 5/12/97

Return -
Lee Thomas
2000 N Hwy 97. Bend

Witness my hand and seal of office this 17th day of September 1973.

Notary Public for the State of Oregon
My commission expires on September 17, 1975.

I, Rosemary Patterson, County Clerk of the County of Deschutes, Oregon, do hereby certify that the within instrument was duly recorded in Book 179 on Page 224.

Witness my hand and seal of office this 17th day of September 1973.

Notary Public for the State of Oregon
My commission expires on September 17, 1975.

I, Rosemary Patterson, County Clerk of the County of Deschutes, Oregon, do hereby certify that the within instrument was duly recorded in Book 179 on Page 224.

Witness my hand and seal of office this 17th day of September 1973.

Notary Public for the State of Oregon
My commission expires on September 17, 1975.

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STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record on the 17 day of Sept A.D. 1973

at 12:30 o'clock P. M. and recorded

in Book 179 on Page 224 Record

of

ROSEMARY PATTERSON

County Clerk

By *J. M. Sherry* Deputy

Witness my hand and seal of office this 17th day of September 1973.

Notary Public for the State of Oregon

My commission expires on September 17, 1975.

I, Rosemary Patterson, County Clerk of the County of Deschutes, Oregon, do hereby certify that the within instrument was duly recorded in Book 179 on Page 224.

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