

PROTECTIVE COVENANTS FOR THE SUBDIVISION OF

NORTH PILOT BUTTE ADDITION
DESCHUTES COUNTY, OREGON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned DONALD E. ERWIN and MARY A. ERWIN, husband and wife, and MILTON G. STAFFORD and MARIE J. STAFFORD, husband and wife, who are the owners of North Pilot Butte Addition, do hereby declare that said property and the whole thereof shall be subject to the following covenants, conditions and restrictions, which shall run with the land and be for the benefit thereof to-wit:

1. **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 one and one-half stories in height and a private garage for more than two cars.
2. **DWELLING AND 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 850 square feet for a dwelling of more than one story.
3. **BUILDING LOCATION.** Front Yard. There shall be a front yard having a depth of not less than twenty-five (25) feet. Side Yard. There shall be a side yard on each side of the main building and each side yard shall have a width of not less than ten (10) percent of the width of the lot, but in any case shall not be less than five (5) feet in width, the combined widths of both side yards shall not be less than fourteen (14) feet; however, on corner lots the side yard on the street side shall not be less than fifteen (15) feet in width and the combined widths not less than twenty (20) feet. Detached Accessory. Detached accessory building shall be located not less than sixty (60) feet from the front lot line and shall not project into the required side yard on the street side of a corner lot. Where no alley exists accessory buildings shall be located not less than eight (8) feet from the rear lot line. Rear Yard. There shall be a rear yard of not less than twenty-five (25) feet in depth. Open Space. Every required front, side and rear yard shall be open and unobstructed from the ground to the sky.
4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed in any lot having a width of less than 74 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7400 square feet. Except for lots 1, 2, 3, 4 & 5 of Block 5. Those to be a minimum of 71 feet in width.
5. No platted lot may be resubdivided into a smaller building site.
6. No driveway access on Jones Road to any lot. No dwelling to face Jones Road.
7. **DILIGENCE IN CONSTRUCTION REQUIRED.** Any work in constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof and the same shall be completed within a reasonable time in accordance with the requirements herein contained.
8. **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.
9. **TEMPORARY STRUCTURES.** 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.

10. TERM. These covenants are to be run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five 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 the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. 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 and may be brought by any property owner in the Addition.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 18th day of May, 1962.

Milton G. Stafford
Marie J. Stafford
Donald E. Erwin
Mary A. Erwin

STATE OF OREGON

County of Deschutes

Be it remembered that on this 18th day of May, 1962, personally came before me, a Notary Public in and for said county, the within named Donald E. Erwin and Marie J. Stafford, husband and wife, and Milton G. Stafford and Marie J. Stafford, husband and wife, to me personally known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the use and purposes therein named.

Witness my hand and seal this day and year last above written.



William D. Kerr
Notary Public for Oregon
My Commission expires: 11/15/65

No. 4827
{ STATE OF OREGON /
County of Deschutes }
I hereby certify that the within instrument of writing was received for Record the 23rd day of May, A. D. 1962 at 2:27 o'clock P.M. and recorded in book 121 on page 175. Record
By *Helen D. Dugan* County Clerk
By *R. J. [unclear]* Deputy

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