

Preliminary Plate No. #97

Being a subdivision of the NW 1/4 of the NW 1/4  
of Section 10, T. 18S., R. 12E., W.M., Deschutes Co. Oregon

## Declarations and 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, in Book , Page , of Plats in 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 of the rear lot line. For the purpose of this 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 cases 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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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 periods of 10 years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in 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. 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.

12. The water supply shall be a community well and reservoir to be maintained on a share basis within the Paulina View Estates subdivision.

13. Structure shall be for single family residence and shall be not less than 1200 square feet.

14. Any 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 Market Road and Ferguson Road.

Dated April 6 1973

Fred Conly

STATE OF OREGON  
County of Deschutes

On this the 6th day of April, 1973,  
before me Fred Conly the undersigned  
personally appeared before me. In witness whereof I hereunto  
set my hand and official seal.

James Smith  
Notary Public for Oregon

My commission expires: 7.24.76

8691

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record

the 9 day of April A.D. 1973

at 2:45 o'clock P. M., and recorded

in Book 194 on Page 93 Records

of Deeds

ROSEMARY PATTERSON

County Clerk

By [Signature] Deputy

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