

6648

DECLARATION OF RESTRICTIONS

RECORD OF SURVEY

SURVEY LINES PLAT #39

212 mm 514

THE DECLARATION, made this 10th day of November 1976, by JEREMY AND ANNE MARIA HARRIS, husband and wife residing at 9227 Jackson Key, Burns Park, in WOOD, OREGON, and whose address is Burns, Oregon 97720, hereinafter referred to as "the Declarants".

WHEREAS, the Declarants own the record title of all the lots in that certain Plat, known as Plat #39, in Burns Park, Oregon, as per Plat Survey recorded in Book and Pages recorded herein.

WHEREAS, the Declarants are about to sell, dispose of or convey the lots described in Plat #39 as described therein and desire to subject the same to certain protective conditions and restrictions hereinafter referred to as "Conditions", and whereas, the word "lot" or "lots" or "land" or "lands" or "said lots" in said Plat #39, and wherever herein the word "lot", "parcels" or "portions" is used it shall mean the lots described in said Plat #39, and whenever the word "Plat", "Tract" or "Subdivision" is used shall mean Burns Park Plat #39.

WE, THEREFORE, FURNISH ALL THAT IN THESE PRESENTS: That Declarants hereby certify and declare that they have established and do hereby establish general plan for the protection, maintenance, development and improvement of said Plat #39 that

THIS DECLARATION IS DESIGNED FOR THE MUTUAL BENEFIT OF THE LOTS IN SAID PLAT AND DECLARANTS HAVE AGREED, AND DO HEREBY FIX THE PROTECTIVE CONDITIONS ADOPTED AND SUBJECT TO WHICH ALL LOTS OF SAID PLAT SHALL BE SOLD, LEASED, OR SOLD AND/OR CONVEYED BY THEM AS MUCH OWNED, POSSESSED AND ALL OF WHICH IS AND ARE FOR THE MUTUAL BENEFIT OF ALL LOTS OF SAID PLAT AND OF SAID OWNERSHIP, AND SHALL RUN WITH THE LAND AND SHALL INURE TO AND PEGN SAID PLAT AND EACH AND EVERY PARCEL OF LAND THEREIN, AND SHALL APPLY TO AND BIND THE RESPECTIVE OWNERS OF THE INTEREST THEREOF, AND ARE AND EACH THEREOF TO BE IMPOSED UPON SAID PLAT AS A GENERAL, UNUSUAL AND UNUSUAL RESTRICTION IN FAVOR OF EACH AND EVERY PARCEL OF LAND THEREIN AS THE FOLLOWING RESTRICTIONS AND CONDITIONS.

SAID CONDITIONS ARE AS FOLLOWS:

1. That all of the lots within this subdivision shall be designated as single residence lots with a minimum lot area of 95,510 square feet per residence. A "single" family dwelling for one family alone, having but one kitchen and within which no persons may be lodged for hire at any time, provided that reasonable quarters may be built and maintained in connection therewith for the use and occupancy of servants or guests of said family and that such quarters may be built and maintained as a part of the detached accessory building or buildings on the same lot, provided said accessory buildings be not at any time rented or let to persons outside the family and that they may be occupied and used only by persons who are employed by members of, or are guests of said family.
2. That no professional business trade such as automobile and/or trade equipment repair, welding, blacksmith, machine shop, etc. for the purpose of income and/or hobby whether full or part time be conducted other than tenants own vehicle and/or equipment maintenance in any building on any portion of any lot or building site in said tract heretofore designated as a residential lot, and any disabled motor vehicle, bicycle and/or farm and/or trade equipment beyond economical repair, except the same, must either and/or for the purpose of insurance investigation, and if so shall have proof of such, within the boundaries of any one parcel of said tract be more than forty five (45) days, such vehicle, bicycle and/or equipment shall be removed from any parcel of said plat at owners expense.

RESIDENTIAL BUILDINGS. Except with the written consent of the Architectural Committee of structures, tent, trailer or other living quarters, permanent or temporary, shall be placed upon any such lot and used for residence purposes prior to structure completion of the main residence thereon.

5. **PRIVIES.** No privy shall be erected, maintained, or used upon any part of said property, but a temporary privy may be permitted during the course of construction of building. Any lavatory, toilet or water closet that shall be erected, maintained, or used therein shall be enclosed and located within a building herein permitted to be erected on said premises, and shall be properly connected with an underground septic tank and so constructed and operated that no offensive odors shall escape therefrom.
6. **REMOVAL OF PLANS.** No buildings, fence, wall, utility, or other structure shall be erected, altered or maintained upon, under or above any part of said property without plans and specifications thereof and a plot plan indicating the location of said structure on the building site to be built upon have been approved by the Architectural Committee. Each main residence placed upon any lot within said property shall be of such size that it shall contain at least one thousand two hundred (1200) square feet of ground floor area, exclusive of porches, patios, basement, cellar and any garage incorporated in and forming part of the house. Any building, fence, wall, utility or other structure erected or maintained without the approval of the Architectural Committee may be removed at the Owner's expense.
7. **FENCES.** All said fences shall be constructed of common standard fencing materials or natural rock, except barbed wire. Fence posts to be a maximum distance of twelve (12) feet apart except when constructed of rock, and fence height shall be a maximum of five and one-half (5½) feet above the ground.
8. **KEEPING OF LIVESTOCK, POULTRY OR PETS.** Keeping of livestock, poultry or pets upon the property for commercial gain is prohibited. Livestock, poultry or pets may be kept for domestic use only under the following conditions: No barn, stall, coop or pen in which livestock, poultry or pets are kept or housed shall be constructed, erected or maintained within an area one hundred twenty-five (125) feet from any street property line or twenty-five (25) feet from any other boundary line. Poultry shall at all times be housed or penned in as described herein. Raising or boarding pig or pigs is prohibited.
9. **MAINTAINING NATURAL DRAINSAGE.** No obstruction diversion or confining of the existing channels through which surface water in time of storms naturally flows upon and across any lot, shall be made by any lot owner in such a manner as to cause damage to other properties.
10. **BUILDINGS SET-BACK LINES.** No building or structure for any use shall be erected, constructed, altered or maintained within fifty (50) feet of any street property line or fifteen (15) feet from any other boundary line except adjacent to water mains to be as per state and/or county ordinance. The construction of all buildings once commenced on said lots shall be prosecuted diligently to completion.
11. **TRASH CONTAINMENTS.** Each dwelling shall have a trash containment not less than forty (40) square feet and not greater than one hundred (100) square feet provided that no building be erected for said purpose, said containment shall be constructed of standard dwelling building materials, no two boards, planks, blocks, brick, etc. shall be more than one and one-half (1½) inches apart in any one direction, and shall be coated and/or painted the same color pigment as that of the dwelling and/or garage, height to be the maximum of five and one-half (5½) feet above the ground, plus or minus six (6) inches.
12. No signs, advertisements, bill boards, or advertising structures of any kind may be erected or maintained on any of these lots without the consent in writing of the Declarants; provided, however, that permission is hereby granted for the erection and maintenance of not more than one advertising board on each lot which may be used for the purpose of advertising the sale or lease of the lot upon which it is erected.

## ARCHITECTURAL CONTROL COMMITTEE

**COMPOSITION.** The Architectural Control Committee is composed of a Chairman, C. L. Nichols and G. T. Berlin. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate another member to succeed the resigning member(s) for his designated representative. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed under the provisions of this covenant. At any time, the then residing owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or re-assign to it any of the powers and duties.

**APPROVAL.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve, or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion hereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

It shall remain the prerogative and in the jurisdiction of the "Committee of Architecture" to review applications and grant approvals for exceptions to this declaration. Variations from requirements and, in general, other forms of deviation from those restrictions imposed by this declaration, when such exceptions, variations, and deviations do, in so far, detract from the appearance of the premises, now or in any way be detrimental to the public welfare or to the property of other persons located in the vicinity thereof, in the sole opinion of the Committee.

4. A temporary Real Estate tract office, for the purpose of conducting the sale of property in the subdivision shall be erected, if necessary. Such office be located for the period necessary to conduct the sale of all lots designated for sale.

## GENERAL PROVISIONS

**TERM.** These conditions shall run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1980, at which time said conditions and covenants shall be automatically renewed for successive periods of ten (10) years, unless by vote of the owners of a majority of the lots in said tract, it is agreed to change said conditions in whole or in part.

**PROVIDED FURTHER,** that if any paragraph, section, sentence, clause or phrase of the restrictions, conditions, covenants herein contained shall be held illegal, null or void, for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained would have been and are imposed on each paragraph, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more other paragraphs, sections, clauses or phrases are or shall become or be illegal, null or void.

**REQUIREMENT FURTHER,** that if any owner of any lot in said tract or his heirs, executors, shall violate or attempt to violate any of the conditions, covenants and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions, and either to prevent him or them from so doing or to recover damages in other cases for such violation.

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*Armando Garcia*

Signature

Ana M. Garcia

STATE OF OREGON:

County of

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ss.

Marion Co., 1974

Personally appeared the above named

Armando Garcia

Ana M. Garcia

they and acknowledged the foregoing instrument  
to be their voluntary and deed.

Before me:

*Dorothy G. Amend*

Notary Public for Oregon

My commission expires:

11/5/1974

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CBAB

STATE OF OREGON

County of Marion

I hereby certify that the above instrument  
was filed on 11/5/1974 AD 1974

at 2:50 P.M. and recorded

in Book 212 on page 941 dated

as Recorded

ROSENTHAL PAPER COMPANY

County Clerk

By Clyde DeLoach Deputy

*Armando Garcia  
7927 Julian Way  
Buena Park, CA 90223*