

801-19-16

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

LAMONTAI ESTATES FOURTH ADDITION

WHEREAS, the undersigned are the owners of that certain parcel of real estate in LAMONTAI ESTATES FOURTH ADDITION which is platted and recorded in Lane County, Oregon, and more particularly described as follows:

Lots 14 through 25, Block 1; Lots 38 through 42, Block 3; Lots 5 through 12, Block 4; and Lots 1 through 12, Block 5; LAMONTAI ESTATES FOURTH ADDITION as platted and recorded March 17, 1980, File 73, Slide 357, Lane County Oregon Plat Records; Lane County, Oregon; SUBJECT TO: Public utility easement, drainage easement and slope easement as disclosed on Dedication plat.

WHEREAS, it is the desire and the intention of the undersigned declarants to limit the use of said lands and the buildings to be placed thereon for the general benefit of all parties to whom any part of said land shall hereafter be conveyed, and to sustain the desired character and tone of the subdivision, to preclude any impairment of the desirability of this subdivision and to thereby insure that each site owner will derive the complete benefit from his residence, with no greater restriction upon the free and undisturbed use of his site than is necessary to secure similar advantages to the other site owners.

NOW, THEREFORE, it is hereby declared that the following restrictions and limitations upon the ownership, use and occupancy of the above described real property or any part thereof in the hands of the undersigned and his successors in interest shall constitute covenants running with the land and shall be binding upon all parties and persons claiming under them and for the benefit of the limitations upon all future owners of said real property.

1. LAND USE AND BUILDING TYPE.

All lots are restricted to residential use and to single family dwellings. There shall be no more than one detached single family dwelling erected, altered, placed or permitted to remain on any lot. Lots may be partitioned or subdivided with the approval of the appropriate State and County governmental agencies. Except as otherwise provided herein, no trailer, tent, shack or other structure shall be erected, altered, placed or permitted to remain on any lot or lots other than one detached

1- Declarations of Restrictions and Protective Covenants

single family dwelling, and a private attached garage and other attached outbuildings incidental to residential use. No trailer, basement, tent, shack, garage or other type of building shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character at any time be used as a residence, either temporarily or permanently. No building or any part thereof shall be erected, maintained or used on said premises for flats, apartments, manufacturing or commercial purposes. No building shall be moved on any lot unless it meets the requirements herein set forth.

## 2. NUISANCES.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Except as herein provided, parking of heavy duty vehicles on the streets shall be deemed a nuisance.

## 3. DWELLING SIZE.

No dwelling shall be permitted on any lot or lots with a ground floor area of less than 1000 square feet for a single story dwelling, or 1500 square feet for a dwelling of more than one story, exclusive of garage, carport or porches, patios, breeze-ways and servants and/or guest quarters.

## 4. BUILDING LOCATION.

No building shall be located on any lot nearer than 30 feet from the front, side or interior.

## 5. FENCES AND LANDSCAPING AND AESTHETIC TONE CONTROL.

a. No barrier shall be placed, located or erected and no structure shall be placed, located or erected so as to restrict the new for outlook of any lot owner of said real property.

b. No garbage cans, stored firewood, hanging or drying clothes, boats, camping trailers or any vehicle that is in the process of being overhauled shall be visible from any lot.

c. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

## 6. DESIGN, COLOR AND USE OF MATERIALS.

The external design of the residences on the above described lots in LAMONTAI ESTATES FOURTH ADDITION are expected to harmonize with each other. All outbuildings and garages are to be the same such design and materials as the residences. Bright paint exteriors except trim and accent panels are discouraged. Exterior lighting must be controlled so as not to disturb residents of adjacent property.

## 7. GARBAGE AND REFUSE DISPOSAL.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

## 8. EASEMENT.

Easements for bridle paths and public utilities and drainage facilities may be reserved by deed.

## 9. SWIMMING POOLS, TENNIS COURTS AND RECREATION FACILITIES.

Tennis courts, swimming and wading pools, and other recreational facilities for family use may be constructed on any lot or lots provided setback lines are observed as herein set forth.

## 10. ANIMALS AND LIVESTOCK AND BUILDINGS FOR SHELTERING LIVESTOCK.

Animals and livestock may be kept for recreational purposes, provided, however, that they are not kept, bred or maintained for any commercial purposes. One building may be constructed for sheltering such livestock or animals, provided the design of such outbuilding shall harmonize with the residence.

~~11. WATER SUPPLY~~

~~No wells shall be drilled or individual water supply systems shall be installed or permitted on any lot.~~

## 12. SEWAGE DISPOSAL.

No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of all controlling state and local Public Health authorities.

## 3 - Declarations of Restrictions and Protective Covenants

8014916

13. TERM.

The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time these 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 these covenants in whole or in part.

14. SEVERABILITY.

Invalidation of any of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. ENFORCEMENT.

The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed of the right to do so thereafter.

16. ATTORNEY FEES.

Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action.

DONE this 24th day of March, 1980.

GROVE INVESTMENT, INC.

By: G. R. Wright  
G. R. Wright, President

By: Herb Lombard  
Herb Lombard, Secretary

801.19.16

STATE OF OREGON

County of Lane

)  
) ss.

March 24, 1980.

Personally appeared G. R. Wright and Herb Lombard, who being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of Grove Investment, Inc., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its own voluntary act and deed.



Before me:

*Beryl L. Penfold*

Notary Public for Oregon  
My commission expires: 2-13-83

801.19.16

State of Oregon,  
County of Lane--ss.

I, D.M. Penfold, Director of the Department of General Services, in and for the said County, do hereby certify that the within instrument was received for record at

24 MAR 27 1980

80-73-357

1063R

Reel

Large County OFFICIAL RECORDS.

D.M. Penfold, Director of the Department of General Services.

By *Jerry A. McFall*

Cur-54

5 - Declarations of Restrictions and Protective Covenants