

William G. Dunn, et ux) 51816
to)
The Public)
PROTECTIVE COVENANTS
HYLAND TERRACE ADDITION
TO THE CITY OF ENTERPRISE
WALLOWA COUNTY, OREGON

Hill House Covenants
BK 67
pg 363
Wallowa County
Records

PART A.

KNOW ALL MEN BY THESE PRESENTS that we, WILLIAM G. DUNN and AGNES S. DUNN, do hereby declare the following conditions, restrictions, covenants and charges which shall be applicable to Hyland Terrace Subdivision to the City of Enterprise, Wallowa County, Oregon, as the same is shown of record at the office of the County Clerk of Wallowa County, Oregon, in Book 2 of Plats at page 39.

These covenants, conditions, restrictions and charges shall run with the land and shall bind the grantees of William G. Dunn and Agnes S. Dunn, their heirs, administrators, executors, successors and assigns for a period of twenty-five (25) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (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 except that Paragraph 5 relating to easements for utilities shall be perpetual.

PART B.

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 two stories in height and a private garage for not more than three (3) cars.

2. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling 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 900 square feet for a dwelling of more than one story.

3. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 5 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side-yard shall be required for a garage or other permitted accessory located 30 feet or more from the minimum building setback line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line, except that a dwelling may be erected or placed on lots numbered 2, 4 and 6.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

6. 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.

7. 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.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

9. LIVESTOCK AND POULTRY. 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.

10. 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.

PART C.

Lot 9 of said Hyland Terrace Subdivision may be used for business or church purposes and Covenants 1, 2, 4 and 8 shall not apply to Lot 9.

PART D

The provisions herein contained shall be for the benefit of and be enforceable by the grantor or the owner of any lot included in said tract, his respective legal representatives, heirs, successors and assigns and may be enforced either in law or in equity by one or any number or all of the persons who may from time to time be the owner or owners of lots in the said sub-division.

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 at Enterprise, Oregon, this 1st day of October, 1957.

William G. Dunn (SEAL)

Agnes S. Dunn (SEAL)

