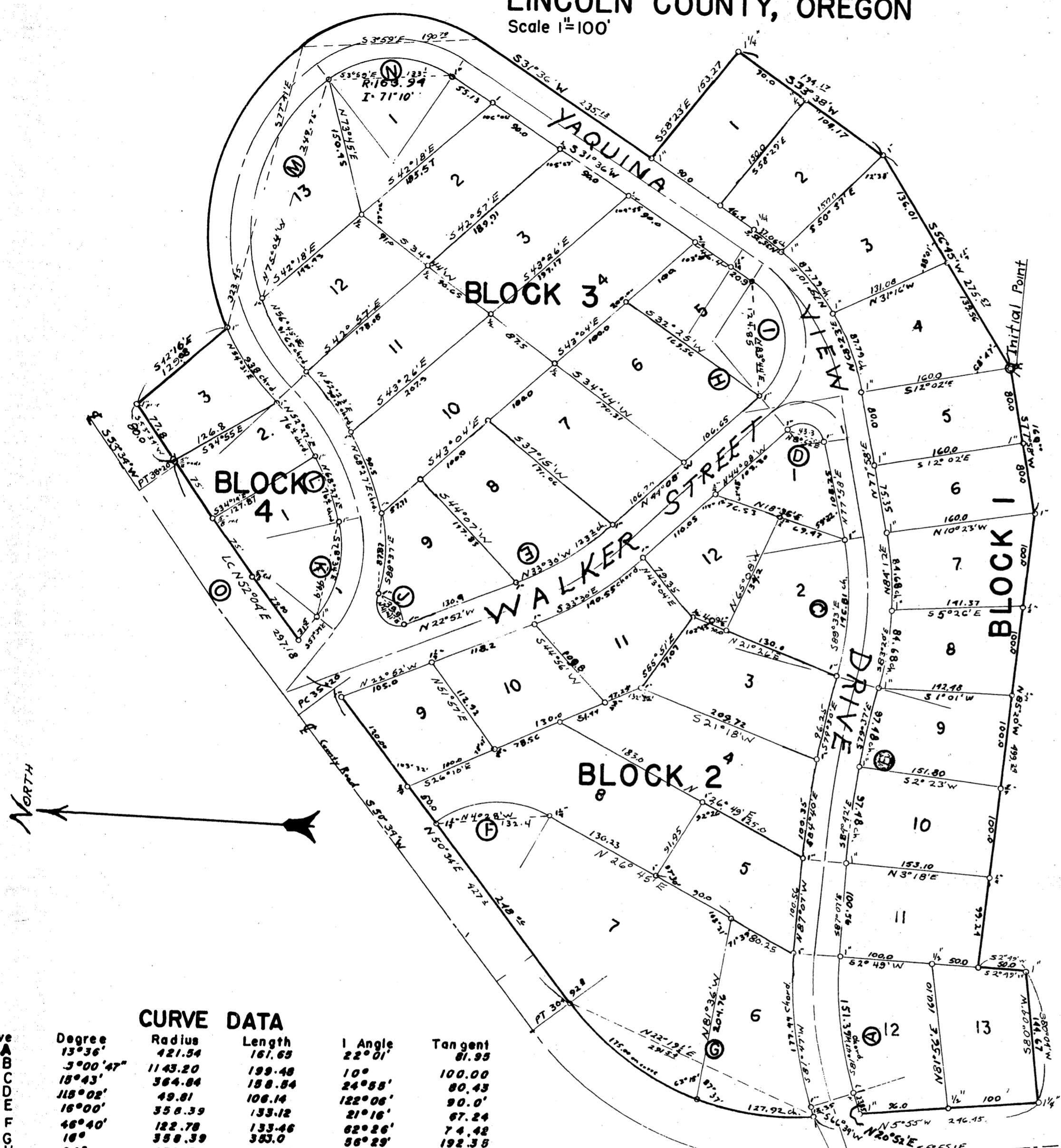


# BAY HILLS SUBDIVISION

.SE 1/4 Sec. 15, T.11S., R.11W., W.M.  
LINCOLN COUNTY, OREGON  
Scale 1"=100'



Curve	Degree	Radius	Length	I Angle	Tangent
A	13°36'	421.54	161.69	22°01'	81.99
B	5°00'47"	1143.20	199.48	10°	100.00
C	18°43'	364.84	158.84	24°55'	80.43
D	115°02'	49.81	106.14	122°06'	90.0'
E	16°00'	358.39	133.12	21°16'	67.24
F	46°40'	122.78	133.46	62°26'	74.42
G	16°	398.39	353.0	56°29'	192.38
H	24°	239.17	193.26	46°22'	102.41
I	56°	102.30	186.19	104°16'	131.60
J	259°70'	22.11	49.8	123°06'	46.46
K	40°	143.2	128.0	80°	86.80
L	19°04'	301.14	163.21	32°	66.18
M	24°	239.17	300.00	96°	268.18
N	41°18'	138.84	172.88	71°10'	117.30
O	1°	8730.0	300.0	3°00'	180.0

**FILED**  
JAN 28 1959

Albert M. Bryant  
Peter G. Gildner

DEDICATION  
Know all men by these present that the YAQUINA BAY REALTY Inc. does hereby make, establish and declare the annexed map a true, correct map and plat of BAY HILLS SUBDIVISION as described in the accompanying Surveyor's Certificate. All lots are of the dimensions shown on said map and all streets are 50 feet wide, and said YAQUINA BAY REALTY Inc. does hereby dedicate to the use of the public as public ways forever all streets shown on said plat.  
In witness whereof said YAQUINA BAY REALTY Inc. has hereunto set its hand and seal this 26th day of JAN. 1959

Witnessed by  
Don E. Walker by Marshall V. Walker  
Marshall V. Walker  
Montgages  
YAQUINA BAY REALTY  
Joe Fallon (PRESIDENT)  
Charlie Lee Fallon (SECRETARY)

STATE OF OREGON } S.S.  
COUNTY OF LINCOLN }  
ACKNOWLEDGEMENT  
Be it remembered that on this 26th day of JANUARY 1959, before me, the undersigned notary public, in and for said State and County, personally appeared Joe Fallon, Pres & Charlie Lee Fallon, Sec. Treas. of YAQUINA BAY REALTY Inc. personally known by me to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the said instrument as their free and voluntary act and deed for the uses therein set forth.

Be it remembered that on this 26th day of JANUARY 1959, before me, the adjacent signed notary public, in and for said State and County, personally appeared MARSHAL V. WALKER, personally known by me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he executed the said instrument as his free and voluntary act and deed for the uses therein set forth.

NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES July 24, 1961.

SURVEYOR'S CERTIFICATE  
I RALPH D. WILKINSON being first duly sworn, depose and say that I have correctly surveyed and have marked with appropriate monuments the land represented on the annexed map of BAY HILLS SUBDIVISION. That at the initial point of said survey I drove a 2" iron pipe 36" long, driven 6" below the ground surface, said point being 1516.64 feet West and 382.79 ft North of the Southeast Corner of SECTION 15, T.11S., R.11W., W.M.. The property platted is described as follows: beginning at the initial point, thence S77°58'W 160ft; thence N85°20'W 499.24 ft; thence S2°49'W 50 ft; thence S80°04'W 144.67 ft; thence N5°55'W 246.45 ft to the P.C. of an 18°36' curve having an I angle of 56°29'; thence around said curve (the long chord bears N12°19'E 291.54 ft) to the P.T. of said curve; thence N50°34'E 427.2 ft to the P.C. of a 1°00'32" curve having an I angle of 3°; thence around said curve (the long chord bears N52°04'E 297.18 ft) to the P.T. of said curve; thence N53°34'E 80.0 ft; thence the point of compound curvature (the chord to said P.C. curve to the right to the point of beginning, thence following along a 21°41' curve to the right to the P.C. of a 34°57' curve to the right thru 71°10' of curvature (the long chord of said curve bearing S3°59'E 190.79 ft); thence S31°36'W 235.13 ft; thence S58°23'E 153.27 ft; thence S33°38'W 194.17 ft; thence S56°45'W 275.57 ft to the point of beginning.  
Also any land lying between the boundary of the County Road as used in this survey and its position as may be determined by more extensive survey of same, shall be dedicated as public road.

Ralph D. Wilkinson  
RALPH D. WILKINSON  
REG. Prof. Engineer

Subscribed and sworn before me this 24th day of January, 1959

Dorothy M. Blacketer  
Notary Public for Oregon  
My Commission Expires: Feb. 19, 1960.

This plat approved this 28th day of Jan 1959  
Robert S. Maas County Judge  
John Miller County Commissioner  
David A. Moffatt County Commissioner  
W. H. Burdett County Surveyor

I, Albert M. Bryant, County Clerk hereby certify that the within was recorded and duly recorded by me in LINCOLN COUNTY RECORDS IN BOOK OF PLATS Volume 9 ON PAGE 15 ON THIS 28th day of January 1959 at 2:20 o'clock P.M.

By Robert L. Kline County Assessor  
I hereby certify that all the taxes on the within described property are paid as of this day of October 1959  
Jack Waterman SHERIFF  
Eleanor Dick Deputy

Albert M. Bryant  
COUNTY RECORDER

Chas. E. McOstey  
Newport  
City Planning Comm.

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

*Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.*

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KNOW ALL MEN BY THESE PRESENTS, that whereas Joe Fallon, president and Charlie Lee Fallon, Secretary of Yaquina Bay Realty Co. Inc., an Oregon Corporation, who are hereinafter called "Declarants" are the owners of the following described property situated in "BAY HILLS", a subdivision in the county of Lincoln, State of Oregon, and which property is comprised of the following lots, blocks and parcels, to wit:

All of Blocks 1, 2, 3, and 4 in  
the said Bay Hills Subdivision

and

WHEREAS, the said Declarants contemplate selling individual tracts therein to be used as residential building tracts, said tracts to be sold to separate persons for separate occupancy; and

WHEREAS, the said Declarants desire that the hereinbefore described real property, and the whole thereof, be subjected to certain protective covenants for the benefit of the various purchasers and owners of said building lots or tracts,

NOW THEREFORE, the said undersigned Declarants do hereby declare that the hereinbefore described real property and every lot therein contained which is hereafter sold by said Declarants be, and the same is hereby, subjected to the following protective covenants:

#### PROTECTIVE COVENANTS

1. That all protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said protective covenants and said conditions shall be automatically extended for successive periods of (10) years, unless, by vote of the majority of the then owners of various tracts in said property, it is agreed to change said covenants in whole or in part. If the undersigned or any of the successors in interest in and to any of said tracts or their heirs or assigns, shall violate or attempt to violate any of the said protective covenants, it shall be lawful for any person or persons owning any real property situated within the hereinbefore described real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such protective covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the said protective covenants by judgement, decree or court order shall in nowise affect any of the other provisions which shall remain in force and effect.

2. That all lots or tracts in the hereinbefore described real property which shall be sold by said undersigned shall be known as residential tracts or lots, and no structure shall be erected, altered, placed or permitted to remain on any tract or lot other than one detached single family dwelling not to exceed two stories, excluding basement, in height and a private garage for not more than four cars, and other outbuildings incidental to the residential use of the tract or lot. That no existing or used house or other structure shall be moved onto any of said lots.

KNOW ALL MEN BY THESE PRESENTS, that whereas Joe Falson, president and Charles J. Falson, vice president of Tequila Bay Realty Co., Inc., a Oregon Corporation, who are hereinafter called "Declarants" are the owners of the following described property, situated in "BAY HILLS", a subdivision in the County of Lincoln, State of Oregon, and which property is comprised of the following lots, blocks and parcels, to wit:

All of Blocks 1, 2, 3, and 4 in  
the said Bay Hills Subdivision

and

WHEREAS, the said Declarants contemplate selling individual tracts therein to be used as residential building tracts, said tracts to be sold to separate persons for separate occupancy; and

WHEREAS, the said Declarants desire that the hereinbefore described real property, and the whole thereof, be subjected to certain protective covenants for the benefit of the various purchasers and owners of said building lots or tracts,

NOW THEREFORE, the said undersigned Declarants do hereby declare that the hereinbefore described real property and every lot therein contained which is hereafter sold by said Declarants be, and the same is hereby, subjected to the following protective covenants:

#### PROTECTIVE COVENANTS

1. That all protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said protective covenants and said conditions shall be automatically extended for successive periods of (10) years, unless, by vote of the majority of the then owners of various tracts in said property, it is agreed to change said covenants in whole or in part. If the undersigned or any of the successors in interest in and to any of said tracts or their heirs or assigns, shall violate or attempt to violate any of the said protective covenants, it shall be lawful for any person or persons owning any real property situated within the hereinbefore described real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such protective covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidtion of any one of the said protective covenants by judgement, decree or court order shall in nowise affect any of the other provisions which shall remain in force and effect.

2. That all lots or tracts in the hereinbefore described real property which shall be sold by said undersigned shall be known as residential tracts or lots, and no structure shall be erected, altered, placed or permitted to remain on any tract or lot other than one detached single family dwelling not to exceed two stories, excluding basement, in height and a private garage for not more than four cars, and other outbuildings incidental to the residential use of the tract or lot. That no existing or used house or other structure shall be moved onto any of said lots.

197-1200

3. That construction of any residential structure upon any of said tracts or lots shall be fully completed, including exterior painting, not later than eighteen (18) months from and after the commencement of any portion of the construction thereof.

4. That prior to the commencement of construction of any structure upon said lots, plans and/or sketches of proposed structures, including the location thereof on the lot, shall be submitted to Declarants or their appointees, and approval thereof be obtained from Declarants or their appointees.

5. That the ground floor area of the main structure of the dwelling erected on any lot, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet.

6. That no structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

7. That 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.

8. That no live stock or fowl will be permitted on said property, but this is not to exclude the keeping of inoffensive house pets in reasonable numbers as long as they are not deemed a nuisance.

9. That, except such signs as are erected or placed on the property by the Declarants, no sign of any kind shall be displayed to public view upon any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or for rent.

10. That it shall be the duty of any owner of any lot or building site to maintain said lot or building site to the street or lot lines in good and clean condition and free of hazards to the adjacent property or the occupants thereof.

11. That dwelling houses and garages erected on said property shall have such minimum setbacks from streets as are shown by schedule A, hereto attached and by this reference made a part thereof, and each dwelling house or garage shall have a setback not less than five (5) feet from each side and rear line of lot on which it is erected.

12. That no lot or lots, or parts thereof, shall be used for any commercial purposes, except those now being used for said purposes.

13. That no structure, shrubs or trees shall be allowed on any premises that obstructs neighbor's view of the bay.

~~14. That an easement of right of way is herewith reserved unto the Declarants, it's successors and assigns forever, a strip 5 (five) feet wide for water, power, telephone or gas mains, it being understood such construction to be in cooperation with owner, to the extent that damage, if any, will be kept in reasonable bounds.~~

... that they sold property, and each of them is hereby charged with said protective covenants.

... 30th day of January 1936

*Yaqina Bay Realty Co. Inc.*  
*Joe Fallon (Pres)*  
*Charlie Lee Fallon (Secy)*

STATE OF OREGON  
County of Lincoln

BE IT REMEMBERED, that on this 30th day of January 1936 before me the undersigned, a notary public in and for said County and State, appeared the above named Joe Fallon and Charlie Lee Fallon, president and secretary of Yaqina Bay Realty Co. Inc., who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

*E. M. ...*  
Notary Public for Oregon  
My Commission Expires July 1, 1937

PROTECTIVE COVENANTS

Schedule A

Block	Lot		Set-Back
	1 to 11	Inclusive	20' on Yaqina View Drive
	1 to 6	Inclusive	20' on Yaqina View Drive
	9 to 12	Inclusive	20' on Walker Street
	1 to 5	Inclusive	20' on Yaqina View Drive
	5 to 9	Inclusive	20' on Walker Street
	10 to 13	Inclusive	20' on Yaqina View Drive
	1, 2, & 3		20' on Yaqina View Drive
	12 & 13		20' on County Road
	6, 7 & 9		20' on County Road

PROTECTIVE COVENANTS PAGE 3

*Jan 31 1936*

*Joe Fallon*  
*Charlie Lee Fallon*

STATE OF OREGON  
COUNTY OF LINCOLN  
I hereby certify that the within instrument was received for record on this day of January 1936 at 10:00 o'clock P. M. and recorded at 10:00 P. M. in Book 100, Page 269.



198 338 D2

AMENDED PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that whereas Joe Fallon, president, and Charlie Lee Fallon, secretary of Iaquina Bay Realty Co., Inc., an Oregon corporation, who are hereinafter called "Declarants" are the owners of the following described property situated in "BAY HILLS", a subdivision in the County of Lincoln, State of Oregon, and which property is comprised of the following lots, blocks and parcels, to-wit:

All of Blocks 1, 2, 3, and 4 in the the  
Bay Hills Subdivision

and

WHEREAS, the said Declarants contemplate selling individual tracts therein to be used as residential building tracts, said tracts to be sold to separate persons for separate occupancy; and have previously recorded their Protective Covenants for said property in Book 197, Page 267, Deed Records of Lincoln County, Oregon; and

WHEREAS, the said Declarants desire that the hereinbefore described real property, and the whole thereof, be subjected to certain protective covenants for the benefit of the various purchasers and owners of said building lots or tracts,

NOW THEREFORE, the said undersigned Declarants do hereby declare that the hereinbefore described real property and every lot therein contained which is hereafter sold by said Declarants be, and the same is hereby, subjected to the following amended protective covenants:

AMENDED PROTECTIVE COVENANTS

1. That all protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten (10) years, unless, by vote of the majority of the then owners of various tracts in said property, it is agreed to change said covenants in whole or in part. If the undersigned or any of the successors in interest in and to any of said tracts or their heirs or assigns, shall violate or attempt to violate any of the said protective covenants, it shall be lawful for any person or persons owning any real property situated within the hereinbefore described real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such protective covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of the said protective covenants by judgment, decree or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

2. That all lots or tracts in the hereinbefore described real property which shall be sold by said undersigned shall be known as residential tracts or lots, and no structure shall be erected, altered, placed or permitted to remain on any tract or lot other than one detached single family dwelling not to exceed one story plus basement in height and a private garage for not more than four cars, and other outbuildings incidental to the residential use of the tract or lot. That no existing or used house or other structure shall be moved onto any of said lots.

3. That construction of any residential structure upon any of said tracts or lots shall be fully completed, including exterior painting, not later than eighteen (18) months from and after the commencement of any portion of the construction thereof.

4. That prior to the commencement of construction of any structure upon said lots, plans and/or sketches of proposed structures, including the location thereof on the lot, shall be submitted to Declarants or their appointees, and approval thereof be obtained from Declarants or their appointees.

5. That the ground floor area of the main structure of the dwelling erected on any lot, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet.

6. That no structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

7. That no noxious or offensive activities 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.

8. That no live stock or fowl will be permitted on said property, but this is not to exclude the keeping of inoffensive house pets in reasonable numbers as long as they are not deemed a nuisance.

9. That, except such signs as are erected or placed on the property by the Declarants, no sign of any kind shall be displayed to public view upon any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or for rent.

10. That it shall be the duty of any owner of any lot or building site to maintain said lot or building site to the street or lot lines in good and clean condition and free of hazards to the adjacent property or the occupants thereof.

11. That dwelling houses and garages erected on said property shall have such minimum setbacks from streets as are shown by Schedule A, hereto attached, and by this reference made a part thereof, and each dwelling house or garage shall have a setback not less than five (5) feet from each side line and a set back of not less than twenty (20) feet from the rear line of each lot on which it is erected.

12. That no lot or lots, or parts thereof, shall be used for any commercial purposes, except those now being used for said purposes.

13. That no structure, shrubs or trees shall be allowed on any premises that obstructs neighbor's view of the Bay.

14. That easements for installation and maintenance of utilities and drainage facilities are reserved over the rear five (5) feet and side three (3) feet of each lot.

IT IS FURTHER UNDERSTOOD AND AGREED that said property, and each lot or parcel thereof, is hereby charged with said protective covenants.

WITNESS OUR HANDS AND SEALS THIS 27th day of March, 1959.

YACHTS & REALTY COMPANY, INC.

By: Joe Kallou (SEAL)  
President

Shirley G. ... (SEAL)  
Secretary

\_\_\_\_\_ (SEAL)



198, 340

STATE OF OREGON, }  
County of Lincoln. } ss.

Be it remembered that on this 27th day of March, 1959, before me the undersigned, a Notary Public in and for said County and State, appeared the above-named Joe Fallon and Charlie Lee Fallon, president and secretary of Yaquina Bay Realty Co., Inc., who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

*Shirley Ann Trotter*  
Notary Public for Oregon  
My Commission Expires:  
April 22, 1960

\* \* \* \* \*

AMENDED PROTECTIVE COVENANTS

SCHEDULE A

<u>Block</u>	<u>Lot</u>	<u>Set-Back</u>
1	1 to 12 inclusive	20' on Yaquina View Drive
2	1 to 6 inclusive	20' on Yaquina View Drive
2	9 to 12 inclusive	20' on Walker Street
3	1 to 5 inclusive	20' on Yaquina View Drive
3	5 to 9 inclusive	20' on Walker Street
3	10 to 13 inclusive	20' on Yaquina View Drive
4	1, 2, and 3	20' on Yaquina View Drive
1	12 and 13	20' on County Road
2	6, 7, and 9	20' on County Road

*D. Spous*



March 27, 1959  
11:30 P.M.  
received in book 198

on page 359  
of said County  
deed. Witness my hand and seal  
of County affixed.

*Shirley Ann Trotter*  
Notary Public  
County of Lincoln  
Oregon

*Joe Fallon*  
President  
*Charlie Lee Fallon*  
Secretary

Jan 17 1960  
1960  
-containing 1 1959  
-containing 1 1959  
-containing 1 1959  
-containing 1 1959