

17/1/1964 0064

THIS INSTRUMENT WITNESSETH, That Robert Shaw and Peggy H. Shaw, husband and wife, hereinafter known as Grantors, for and in consideration of Ten Dollars in this paid, here bargained and sold, and by these presents do give, bargain, sell and convey unto Minnie L. Oliver the following described premises, situated in Clatsop County, Oregon, to wit:

Lot 12 of Second Addition to Spatsman Park, Clatsop County, according to the official plat thereof.

Subject to the Agreement concerning operation of the use and control of water flows of Upper Clatsop Lake, hereinafter contained in the declaration of Second Addition to Spatsman Park, and to the following covenants and restrictions which grantor, his heirs, assigns and assigns agree and agree to fully observe and comply with, to wit:

(1) That grantor will not suffer or permit any unlawful building or other use to be made of said premises nor will he suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.

(2) That he will use said premises solely as a residence or summer residence. (3) That said premises shall never be subdivided, nor shall any less portion than the whole thereof ever be sold, leased or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings thereon shall ever be erected thereon.

(4) That no building shall ever be erected within 10 feet of any exterior property line.

(5) That the foregoing covenants are appurtenant to and for the benefit of each and every lot in said Second Addition to Spatsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in said addition, and that the foregoing covenants and restrictions shall be incorporated in and made a part of each and every other deed or conveyance hereafter executed for the purpose of conveying these premises.

TO HAVE AND TO HOLD said premises with their appurtenances unto the said Minnie L. Oliver, his heirs and assigns forever. And the grantors do hereby covenant to and with Minnie, and his assigns, that they are the source in fee simple of said premises, that they are free from all incumbrances except those above set forth, and which may have been suffered or created by grantor; and that they will warrant and defend the same from all lawful claims whatsoever except those above set forth and any which may have been suffered or created by the grantor.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 17th day of February, 1964.

Robert Shaw (REAL)
Peggy H. Shaw (REAL)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

STATE OF TEXAS

County of El Paso

0000

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 19____.

Notary Public for Texas
My Commission Expires _____

STATE OF TEXAS
County of El Paso

I, _____, Clerk of the County of El Paso, Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of El Paso, Texas.

WILLIAM H. MILNE, County Clerk
By _____ Deputy

RECORDED IN BOOK 10
PAGE 111

Page 3 - M. S. S. S. S.