DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PART OF ANNE'S ADDITION PHASE II, SUBDIVISION
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

THIS DECLARATION, made this 8th day of June, 1984, by Bank of Oregon, owners of certain real property situated in the City of Newberg, Yamhill County, Oregon, which said property has been duly platted according to the County Clerk of Yamhill County, Oregon in Plat Book 10, Page 14, of the records and plats, and WHEREAS, the aforesaid property excepting Lots 12 and 15, Block 1; Lots 10, 11 and 13, Block 4; Lots 5 and 6, Block 5; Lots 3 and 12, Block 6; Lots 4, 5 and 7, Block 7; Anne's Addition Phase II, as aforesaid, under the following restrictions, covenants, and agreements:

1. No building shall be located on any lot with respect to setback from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

2. Design Review: Declarant shall have sole control over building type, and exterior decor over all buildings to be constructed in Anne's Addition Phase II, and any owner or purchaser of lot or lots shall submit building plans to Declarant for approval prior to acquiring a Building Permit from the City of Newberg. Should one party purchase a majority of the total lots, declarant at declarant's option may assign these rights to the same.

3. An easement over and across all land situated within (5) five feet of the side and rear lines of each lot for the installation and maintenance of utilities and drainage systems is hereby reserved.

4. No residence shall be constructed with less than 1,100 square feet for one story homes, nor less than 800 square feet for the main level of two story homes, and shall have a full two car garage. Windows shall be bronze aluminum or wood frame, roofs shall be wood, concrete tile or composition asphalt or fiberglass. All wood stove or fireplace chimney's shall be masonry or shall have a wood chase to within six inches of the round top assembly.

5. 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.

6. 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.

7. 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. An appropriate entrance marker is excepted herefrom.
8. No animal or poultry shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or constitute a nuisance to neighbors.

9. No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers and incinerators or other equipment for storage or disposal of such material shall be maintained in a clean and sanitary condition.

10. All inoperative automobiles, trailers, campers, recreational vehicles or other similar property shall be placed to the rear or to the sides of the house in such a manner as to not obstruct the view up and down the street. If this cannot be accomplished then said vehicles are to be parked away from the premises.

11. No fence shall exceed six feet in height from the finished lot grade.

12. No front yard shall remain without landscaping for a period to exceed nine (9) months from the date of occupancy.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; except that the dedicator or their assigns may amend these covenants at any time as long as they own a majority of the lots in ANNE'S ADDITION PHASE II.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

By: 

State of Oregon ) ss.
County of Marion )

On this 8th day of June 1984, personally appeared James O. Schafer who, being duly sworn, did say that he is the Senior Vice President of Bank of Oregon an Oregon Corporation.

04830

FILED

State of Oregon ) ss.
County of Yamhill )

I hereby certify that the within was received and duly recorded by me in Yamhill County records.

1984 JUL-2 PM 3:47

CHARLES STERN
COUNTY CLERK

Vol. 187 Page 1005

YAMHILL COUNTY, OREGON

Commission expires: 3-21-88

YAMHILL COUNTY CLERK
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR PART OF

ANNE'S ADDITION, PHASE II SUBDIVISION, CITY OF NEWBERG, YAMHILL COUNTY, OREGON

This Amended Declaration made this 14th day of May, 1986 by FEDERAL DEPOSIT INSURANCE CORPORATION, the successor in interest to The Bank of Oregon, owners of certain real property situated in the City of Newberg, Yamhill County, Oregon, which said property has been duly platted according to the County Clerk of Yamhill County, Oregon, in Plat Book 10, Page 14 of the Records and Plats; and

WHEREAS the aforesaid property, EXCEPTING LOTS 12 and 13, Block 1; Lots 10, 11 and 13, Block 4; Lots 3 and 6, Block 5; Lots 3 and 12, Block 6; Lots 1, 4, 5 and 7, Block 7; Anne's Addition Phase II, as aforesaid, under the following restrictions, covenants and agreements as amended:

1. No building shall be located on any lot with respect to setback from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

2. Declarant shall have sole control over building type, and exterior decor over all buildings to be constructed in Anne's Addition Phase II, and any owner or purchaser of lot or lots shall submit building plans to declarant for approval prior to acquiring a building permit from the City of Newberg. Should one party purchase a majority of the total lots, declarant at declarant's option may assign these rights to the same.

3. An easement over and across all land situated within five (5) feet of the side and rear lines of each lot for the installation and maintenance of utilities and drainage systems in hereby reserved.

4. No residence shall be constructed with less than 800 square feet. Windows shall be aluminum or wood frame, roofs shall be wood, concrete tile or composition asphalt or fiberglass.

5. 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.

6. 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.

Page 1 - AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
7. 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 any sized sign used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted herefrom.

8. No animal or poultry shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or constitute a nuisance to neighbors.

9. No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers and incinerators or other equipment for storage or disposal of such material shall be maintained in a clean and sanitary condition.

10. All inoperable automobiles, trailers, campers, recreational vehicles or other similar property shall be placed to the rear or to the sides of the house in such a manner as to not obstruct the view up and down the street. If this cannot be accomplished then said vehicles are to be parked away from the premises.

11. No fence shall exceed six (6) feet in height from the finished lot grade.

12. No front yard shall remain without landscaping for a period to exceed nine (9) months from the date of occupancy.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, except that the dedicatee or their assigns may amend these covenants at any time as long as they own a majority of the lots in Anne's Addition Phase II.

14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

15. Invalidation of any one of these covenants by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. This amended declaration of covenants, conditions and restrictions for part of Anne's Addition Phase II, subdivision, City of
Newberg, Yamhill County, Oregon, are intended and shall replace in their entirety, those certain declarations, conditions and restrictions recorded July 2, 1984 in Book 187, Page 1964, 1905, as recorded in County of Yamhill, State of Oregon.

FEDERAL DEPOSIT INSURANCE CORPORATION, successor in interest to Bank of Oregon

By Henry L. Dupree
Bank Liquidation Specialist

STATE OF OREGON

) ss.

County of Multnomah

This certifies that before me on this day personally appeared Henry L. Dupree, Bank Liquidation Specialist (Title), FEDERAL DEPOSIT INSURANCE CORPORATION, and acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of FEDERAL DEPOSIT INSURANCE CORPORATION, for the uses and purposes therein mentioned, and on oath stated that he was duly and regularly authorized to execute the same on its behalf.

IN WITNESS WHEREOF, my hand and official seal this 19 day of May, 1986.

Notary Public in and for the State of Oregon
My Commission Expires: 8-21-88
AMENDED DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS

For a portion of

ANNE'S ADDITION, PHASE II SUBDIVISION, CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

This Amended Declaration made this 17th day of March, 1987, by JOHN A. COLEMAN, JOHN W. OWEN JR., AND BRUCE G. LONGSTROTH, owners of certain real property situated in the City of Newberg, Yamhill County, Oregon, which said property has been duly platted according to the County Clerk of Yamhill County, Oregon, in Plat Book 10, Page 14 of the Records and Plats, and

That portion of said subdivision to which this amendment shall apply is more particularly described as follows: Lots 11, 13, 14, 16 and 17, Block 1; Lots 7, 8, 9, and 12, Block 4; Lots 4, 5, and 6, Block 5; Lots 1, 2, 4, 5, 7, 8, 9, 10, 11, 13, and 14, Block 6; and Lots 2 and 3, Block 7.

WHEREAS, said property is presently under conditions and restrictions as recorded May 28, 1986 in Film Volume 205, Page 1372, Deed and Mortgage Records. Now, therefore, paragraph 4 of said conditions and restrictions is amended to read as follows:

4. No residence shall be constructed with less than 1200 square feet of living space; a 2 level home shall have not less than 800 square feet on the main level. All residences shall have a full 2 car garage. Windows shall be bronze, aluminum or wood frame; Roofs shall be wood, concrete tile, composition asphalt, or Fiber glass. All wood above or fireplace chimneys shall be masonry, or shall have a wood chase to within six inches of the round top assembly. Siding materials shall be cedar, wood composition belva, or aluminum belva on sides facing the street.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED that all other terms and conditions of the said Covenants and Restrictions shall remain in full force and effect excepting as herein modified.

________________________________________
John A. Coleman

________________________________________
John W. Owen Jr.

________________________________________
Bruce G. Longstroth

BE IT REMEMBERED, That on this 17th day of March, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named persons, John A. Coleman, John W. Owen Jr., and Bruce G. Longstroth, all of the ages and residents of the City of Newberg, Yamhill County, Oregon, and acknowledged the execution of the instrument described in and to be the identical instrument described in and to be the identical individual as described in and to execute the said instrument and to be the identical individual as described in and to execute the said instrument and acknowledged to me that they executed the same freely and voluntarily.

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

________________________________________
Notary Public in Oregon.

My Commission expires 5/0/89.
ANNE'S ADDITION - PHASE II
TO THE CITY OF NEWBERG
A subdivision located in a portion of the James Morris Donation Land Claim No. 46
Section 7, Township 3 South, Range 2 West of the Willamette Meridian
City of Newberg, Yamhill County, Oregon

DEDICATION

[Signatures and official marks]

In witness whereof, we have hereunto set our hands and seals

[Signatures]

L. A. C. Corporation

The City of Newberg

[Signatures]

STATE OF OREGON
COUNTY OF YAMHILL

[Signature]

We hereby certify that this plat was duly recorded by us in the Yamhill County Records in
County, State, on the day of , year.

[County Clerk]

[County Seal]