THIS RECORDED PROTECTIVE COVENANTS SUPERCEDES AND NULLIFIES
BINKLEY SUBDIVISION PROTECTIVE COVENANTS RECORDED 1/5/79 R.V. 836
PAGE 259, YAMHILL COUNTY, COURT RECORDS.

THE BINKLEY SUBDIVISION

THE DEVELOPERS OF THE LAND IN BINKLEY SUBDIVISION, a plat
recorded in Cab. A, Slide 169, Yamhill County, Court records,
set forth the following declarations:

BINKLEY SUBDIVISION PROTECTIVE COVENANTS:

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 less than two cars.

2. DWELLING SIZE: The ground floor area of the main
structure, exclusive of one-story open porches and garage,
shall not be less than 1450 square feet for a one-story dwelling
nor less than 1600 square feet total for a residence with
daylight basement or second story.

3. 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 a nuisance or an annoyance to the
neighborhood.

4. OCCUPANCY AND COMPLETION TYPE: No dwelling shall be
occupied permanently or temporarily prior to the completion of
the exterior or the dwelling. Any building shall be completed
within one (1) year from start of construction. Landscaping
shall be completed within one (1) year from date of occupancy
of the dwelling.

5. TEMPORARY STRUCTURES: No structure of a temporary
character, trailer, basement, shack, garage, barn or other
out-buildings shall be used on any lot at any time as a resid-
ence either temporary or permanently.

6. SIGNS: No signs of any kind shall be displayed to the
public view on any lot except a sign of not more than five square
feet advertising the property for sale or rent, or signs used by
a builder, developer advertising the property during construction
and sales.

7. LIVESTOCK AND POULTRY: No animals, livestock, or poultry
of any kind shall be raised, bred or kept on any lot for either
domestic or commercial use. Household pets may be kept providing
they do not cause discomfort to neighbors by barking, howling or
other obnoxious activities.
8. CARRAGE and REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except in sanitary containers regularly serviced by a regular garbage collection service.

9. WATER SUPPLY and SEWAGE DISPOSAL: Developers agree to provide City water and sewer services to the individual property lines. Purchasers are required to install meters and service lines from the property line to individual dwellings and pay the prevailing hook-up fees to the City of Newberg.

10. PARKING OF VEHICLES: No Camp Trailer, R.V. Vehicle or disabled vehicle shall remain parked or stored in the front yard of the real premises or in the street in front of the real premises for more than a period of one (1) week at any one time.

11. TERMS: These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) 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 the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

13. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED: August 1, 1979

OWNERS - DEVELOPERS:

JOSE D. YOUNG

TOLA C. YOUNG

STATES OF OREGON

County of Yamhill

Personally appeared the above named JOSE D. YOUNG and TOLA C. YOUNG, owners & developers, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Chesiter F. Powelke
Rotary Public Notary
By Commission expires: May 19, 1982