1. Land Use and Building Type: No lot shall be used except for residential purpose. No building shall be erected, altered, placed or maintained on any lot other than one detached single family dwelling not to exceed 1½ stories in height, with outbuildings appurtenant thereto, such as a private garage, green house, guest house, or other structure wholly incidental to the residential use of said premises. (Two story house on approval.) Livestock barn is to be one story.

2. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garage, shall not be less than 1,300 square feet for a one-story dwelling nor less than 1,200 square feet with daylight basement. House value is to be at least $25,000 based on 1973 index.

3. Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to any side of street or road; nor nearer than ten (10) feet to any interior lot line; nor nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. 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. No trees shall be planted or left standing that would in time obstruct the view of adjoining property owners. Board fences not to exceed four (4) feet in height allowed unless by consent of adjoining property owners.

5. Occupancy and Completion Time: No dwelling shall be occupied permanently or temporarily prior to 100% completion. Any dwelling shall be completed within one (1) year from start of construction.

6. Temporary Structures: No structure of a temporary character, trailer, tent, basements, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales.
8. Oil and Mine Operations: All mineral and oil rights to be vested in owner of original subdivision.

9. Livestock and Poultry: raising or keeping of swine is prohibited. Livestock such as horses, cattle, sheep, is limited to domestic use only. Purchaser shall maintain such livestock so as to not become a nuisance or annoyance to neighbors by controlling odor and proper fencing or restriction. Household pets may be kept provided they do not cause discomfort to neighbors by barking, howling or other obnoxious activities. Poultry is restricted to Buyer's use only and shall be contained within Buyer's lot.

10. Garbage 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.

12. Sewage Disposal: No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Oregon State Board of Health and the Yamhill County Sanitarian and have their approval.

13. Terms: 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 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.

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

15. Severability: Each of the covenants, restrictions, and charges contained herein shall be considered to be independent and separate covenant and agreement and in the event any one or more of such covenants shall for any reason held to be invalid or unenforceable, all remaining conditions shall nevertheless remain in full force and effect.

James L. Barnard
Janis L. Barnard
Sworn to before me, a Notary Public, this 23rd day of March, 1973
Margaret L. Brown
My commission expires 3/20/76
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Jack H. Wynn

thereinafter called "the Grantor," whether one or more than one, for and in consideration of the payment of the sum of One dollar and No/100 dollars ($1.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

thereinafter called "the Grantee," whether one or more than one, its successors and assigns, a perpetual easement and right of way under and across the following described parcel of land situated in Yamhill County, Oregon, being a strip of land 20 feet in width, extending 10 feet on each side of a center line more particularly described as follows:

The South 10 feet of Lot 1 and the North 10 feet of Lot 2 in Block 2 of Cedar Green Subdivision in Section 10, Township 3 North, Range 2 West of The Willamette Meridian, as Recorded on Film No. Page 62 of The Yamhill County, Oregon Deed Records.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, rebuild, operate and patrol underground electric power lines and appurtenances, and also including, but not limited to, the right to install surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets and also temporary overhead utility service facilities during construction.

Granter shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Granter shall not build or erect any structure upon the right of way without the prior written consent of the Granter.

If the Granter, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after installation of said underground electric power lines, then and in that event the right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Granter, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Granter, its successors and assigns, that the Granter, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Granter have caused this easement to be executed this 1 day of

[Signature]
Jack H. Wynn
(SEAL)

[Signature]
(SEAL)
(SEAL)

STATE OF
California

County of
Marion

10-1 1974

Personally appeared the above named Jack H. Wynn

and acknowledged the foregoing instrument to be their voluntary act. Before me,

[Signature]
Sam J. Sacco
Notary Public for Oregon

My commission expires 5-31-75

00448 5-6
KNOW ALL MEN BY THESE PRESENTS, THAT JAMES L. BARNARD & JANIS L. BARNARD

thereinafter called "the Grantors," whether one or more than one, for and in consideration of the payment of the sum of
one and no/100ths dollars ($1.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

thereinafter called "the Grantee," whether one or more than one, its successors and assigns, a perpetual easement and right of way under and across the following described parcel of land situated in Yamhill County,

Oregon, being a strip of land six (6) feet in width, extending three (3) feet on each side of a center line more particularly described as follows:

Beginning at a point that bears South 0° 54' East 14.98 feet from the most Easterly Southeast corner of Lot 2, CEDAR GREEN, located in Section 10, Township 3 South, Range 2 West, Willamette Meridian; RUNNING THENCE South 46° 30' 00" West .32 feet; THENCE South 56° 06' 00" West 84.38 feet; THENCE South 56° 47' 00" West 146.48 feet; THENCE South 55° 42' 00" West 177.02 feet; THENCE South 66° 47' 00" West 101.62 feet; THENCE South 61° 53' 15" West 157.65 feet; THENCE South 56° 03' 00" West 44.34 feet; THENCE South 49° 56' 00" West 101.08 feet; THENCE North 88° 50' 00" West 291.59 feet; THENCE South 60° 34' 00" West 56.20 feet; THENCE South 58° 12' 00" West 125.33 feet; THENCE South 24° 30' 00" West 45.20 feet; THENCE South 44° 40' 00" West 27 feet.

ALSO: A six-foot strip of land lying North of and adjacent to the following described line: Beginning at the Southwest corner of Lot 2, CEDAR GREEN; RUNNING THENCE South 65° 58' 56" West 8 feet.

Excepting that portion thereof in Richard Lame.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, rebuild, operate and patrol underground electric power lines and appurtenances, and also underground or subsurface mounted transformers, surface mounted connection boxes and meter cabinets and also temporary overhead utility service facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Grantees shall not build or erect any structure upon the right of way without the prior written consent of the Grantors.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after installation of said underground electric power lines, then and in that event this right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this 13

April 1978

62136

[Signature]
JAMES L. BARNARD

[Signature]
JANIS L. BARNARD

COUNTY OF YAMHILL

STATE OF OREGON

County of Yamhill

[Signature]
APRIL 13 1978

Personally appeared the above named JAMES L. BARNARD and JANIS L. BARNARD a.k.a.

[Signature]
JANIS L. BARNARD

and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]
CARL J. BORCH

[Stamp]
NOTARY PUBLIC FOR OREGON

NOVEMBER 19, 1978

My commission expires