1. Land Use and Building Type: No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 stories in height, a private garage for not less than two cars, and a small barn, or stable not to exceed 1200 square feet on the ground floor.

2. Dwelling Size: Completed living area, exclusive of one-story open porches and garage shall not be less than 1500 square feet with the exception of "A" Frame or vacation homes. All plans and plot plans must be approved by Sellers.

3. Building Location: No building shall be located on any lot nearer than fifty (50) feet to the front lot line; or nearer than twenty-five (25) feet to any interior lot line; nor nearer than twenty (20) feet to the rear lot line.

4. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become a nuisance, or any annoyance to the neighborhood.

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

6. 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 residence either temporarily or permanently.

7. Signs: No signs of any kind shall be displayed to the public view on any lot with an area greater than 12 square feet. Signs which have an area greater than six (6) square feet shall not be illuminated.

8. Livestock and Poultry: Raising or keeping swine is prohibited. The number of horses, cows, sheep, and goats shall be limited as follows:

   (a) The total number of animals over the age of six months shall not exceed one horse, cow, sheep, or goat for each 20,000 square feet of lot area.

   (b) The number of fowls or rabbits shall not exceed one for each 500 square feet of lot area.

   (c) Household pets may be kept providing they do not cause discomfort to neighbors by barking, howling, or other obnoxious activities.

9. Debris 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.

10. Water Supply: Buyer assumes the responsibility to provide his own water supply in accordance with regulations set forth by the Oregon State Department of Engineers.
11. **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.

12. **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.

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

14. **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 28, 1970

**PURCHASERS:**

**SELLERS:**

[state of Oregon, Yamhill County]

Personally appeared the above named Eldon E. Johnson and Ilse P. Johnson, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON

My commission expires: 9-25-70