THE DEVELOPERS OF THE LAND IN COLLEGE PARK SUBDIVISION,
as lot recorded in Book 9, Page 15, Yamhill County
Court Records, set forth the following declarations:

COLLEGE PARK 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, excepting that two family dwellings may be erected
on Lots 10 through 18 of Block 5, which abut the railroad
track, and a three family dwelling may be erected on Lot 19,
Block 5.

2. Dwelling Size: The ground floor area of the
main structure, exclusive of one-story open porches and garage,
shall not be less than 1200 square feet for a one-story
dwelling nor less than 1100 square feet on the ground floor
for a residence with daylight basement or second story, excep-
ting the multiple dwellings on Lots 10 through 19 of Block 5,
where each multi-family unit shall contain not less than 800
square feet. All plans and plot plans must be approved by
Developers.

3. Building Location: No building shall be located
on any Lot nearer than twenty (20) feet to the front Lot line,
nor nearer than ten (10) feet to any side street or road nor
nearer than five (5) feet to any interior Lot line; nor nearer
than fifteen (15) feet to the rear Lot line. For the purposes
of this covenant, eaves, steps and open porches shall not be
considered as part of a building; however, this shall not be
construed to permit any portion of a building on a Lot to
enroach upon another Lot. Lot coverage shall not exceed 30%
on the Lot area except Lots 10 through 19 of Block 5, where
coverage shall not exceed 40% of Lot area. No structures may
be erected closer than five (5) feet to the thirty (30) foot
buffer area along the railroad.

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. Board fences shall not exceed five (5)
feet in height except by consent of adjoining property owners.

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.
COLLPOF PARK SUBDIVISION PROTECTIVE COVENANTS:

6. Temporary Structures: No structure of a temporary character, trailer, basement, shack, garage, berm 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 rent, or signs used by a builder or developer to advertise the property during construction and sales.

8. 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 noxious activities.

9. 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.

10. 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.

11. Sidewalks: Purchasers are required, within 30 days after completion of dwelling, to construct sidewalks along the street Lot line in conformity to standards set forth by the Newberg City Engineer.

12. Fencing Adjacent to Public Park: Lots 1 through 10, Block 1, adjacent to the public park land will be sold with deed restrictions requiring a five (5) foot chain link fence to be built to Nehalem Park and Recreation specifications. Said fence must be erected not later than 12 months after completion of the residence. It is understood that the Park district will then assume responsibility for perpetual maintenance of the fence.

13. Railroad Buffer Strip: Lot 10 through 19, Block 5, adjacent to the railroad track will be sold with deed restrictions governing the use of a 30 foot landscape buffer area. Purchasers of these Lots covenant to plant and maintain the buffer area in compliance with developers' specifications, to be defined prior to sale of the Lots.
14. 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.

15. Enforcement: Enforcement shall be by proceeding 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.

16. Generality: 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.

DATE: July 14, 1976

PURCHASERS:

DEVELOPERS:

Ronald E. Willcuts

Ildon P. Johnson

STATE OF OREGON

COUNTY OF Yamhill

Personally appeared the above named Ronald E. Willcuts and Ildon P. Johnson, developers,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

VIRGINIA BEARD
Notary Public for Oregon

commission expires: 9-25-78
COLLEGE PARK


YAMHILL COUNTY, OREGON

SURVEYED MAY, 1976

BURTON ENGINEERING

SCALE 1" = 100'

NOTE: 5/8" 5/32" iron rods set at all block corners and curve points. 1/8" 5/32" iron rods set at all lot corners.
COLLEGE PARK
SITUATED IN THE WEST 1/2 OF SECTION 17, T. 33 S., R. 2 E., W.M.
AND BEING A PART OF THE OLIVER WALKER D.L.C.
AND PART OF THE DANIEL DESKINS D.L.C.
YAMHILL COUNTY, OREGON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Ken Walker and Ethel A. Walker, his heirs, by order, sale, and deed, on the 1st day of May, 1978, do sell and convey to the said Ken Walker and Ethel A. Walker, and their heirs, assignees and successors, the West 1/2 of the West 1/2 of the Northeast 1/4 of the South Half of Section 17, T. 33 S., R. 2 E., W.M., Yamhill County, Oregon, with the appurtenances thereunto belonging, and all streets shown on said plat and the additional lines right-of-way as shown on said plat.

By
Ken Walker
Ethel A. Walker

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

This certificate shall, on the 1st day of June, 1978, before me, a duly commissioned officer of this state and county, personally appear, and subscribe heretofore, that the persons whose names are subscribed hereto are the same persons who are the parties to the Instrument described in this certificate, and that the execution of said Instrument was freely and without duress or coercion of any kind.

Witness my hand and official seal.

[Signature]

My Commission Expires: June 20, 2026

SURVEYORS CERTIFICATE

I, THOMAS H. BURTON, being first duly sworn, declare and say that I have carefully surveyed and marked and surveyed monuments the land represented on the survey map of "COLLEGE PARK" located in the West 1/2 of Section 17, T. 33 S., R. 2 E., W.M., Yamhill County, Oregon, described in the plat and the survey map of "COLLEGE PARK" described in the accompanying Instrument and that all lines were thereon measured and located in the manner required by law.

Survey performed on the 1st day of June, 1978.

[Signature]

Registered Oregon Land Surveyor

APPROVALS

Approved: 1978

County Surveyor

ATTEST: [Signature]

County Clerk

[Signature]

County Assessor

[Signature]

County Health Officer

[Signature]

City Planning Commission

[Signature]

[Signature]

[Signature]

145