THE UNDERSIGNED, as the fee owner of the following described real property, the same being the real property now duly platted as Englewood Subdivision, as said plat is now recorded in Book 7, Page 16, of the Plat Records of the County of Yamhill, State of Oregon, hereby make the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners and said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform, attractive and suitable in design and use as herein specified:

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 26th day of May, 1967.

[Signature]

Executive Appropriate Attached Notary Form
4-23-63

WO 61562
WARRANTY DEED

TO ALL to whom it may concern: The present, that Paul Angle and Claire Angle, hereinafter called the grantor, for the consideration hereinafter paid by Wayne A. Anderson and Lola R. Anderson, hereinafter called the grantees, do hereby grant, sell, and convey unto the grantees, as tenants by the entirety, all their right, title, and interest and the possession of a certain real property, described as

J.W. Wood Addition to the City of Dundee, Oregon, and line easement including terms and provisions thereunder, being recorded in Film Volume 60, Page 643, Deed and Mortgage Records.

Covenants and Restrictions:

1. Building Limits: The lot shall be used except for

1/2 Building Size. The ground floor area of the main structure, except one-story open porch and garage, shall not be less than 1,300 feet for a one-story dwelling nor less than 1,200 square feet with

2. Building Location. No building shall be located on any lot nearer to twenty-five (25) feet to the front lot line, or nearer than fifteen (15) feet to the side 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 purpose of this covenant, corner lots and one-story open porch shall not be considered part of building; however, this shall not be construed to permit any

3. Building on a lot to encroach upon another lot.

4. Obstructions. No trees or shrubs shall be planted or left standing

5. Restrictive Covenants requiring the use of underground service wires, recorded June 12, 1967 in Film Volume 60, Page 641, Deed and Mortgage records.

To have and to hold the above described and granted premises unto the

said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with the grantees and the heirs of the survivor and their assigns, that grantor shall lawfully enter in and use the same of the above granted premises, free from all encumbrances, and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons, whatsoever, except those having under the above described encumbrances.

The true and actual consideration for the transfer, stated in

terms of dollars, is $3,000.00.

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter, and

generally, all grammatical changes shall be made, assumed and implied to make

the provisions hereof clear, useful, and convenient to individuals.

IN WITNESS WHEREOF, the undersigned has executed the instrument on this

7th day of May, A.D. 1966.

STATE OF OREGON

County of Yamhill

and will and do acknowledge the instrument to

act and do all

[Signature]
DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Paul C. Engle and Claire E. Engle, (husband and wife),
(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of
One and no/100 = $1.00 dollars, the receipt of which is hereby acknowledged, hereby grant and convey to Portland General Electric Company, an Oregon corporation, (hereinafter called "the Grantee," whether one or more than one), its successors and assigns, a perpetual easement and right of way over, under and across the following described parcel of land situated in Yamhill County, Oregon, being a strip of land 5 feet in width, extending along all front and side property lines of the Englewood Subdivision, Lots 1 to 8, inclusive of Blocks 1 and 2, in Section 26, Township 3 South, Range 3 West, Willamette Meridian as described in Volume 1, Page 16, Yamhill County Deed Records.

STATE OF OREGON,

JACK DELEER, County Clerk in and for said County and State, do hereby certify that the within instrument of writing was received and has been by me duly recorded on Page 88495 of Volume ________ of the Records of ________ for said County, on this day of January, A. D. 1967, at ________ o'clock A.M.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal.

JACK DELEER, County Clerk.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, together with the present right to top, limb or fell trees located on land owned by the Grantor, adjacent to the above described right of way, which danger trees will be determined by the Grantee.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power lines, including the right to erect such poles, wires, cables, guys, supports and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, including the right to restrict the growth of trees and brush on said right of way by the use of chemical sprays.

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 Grantor.

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 construction of said 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 Grantor, 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 26 day of May 1967.

Paul C. Engle
Claire E. Engle

PGE
100 - 1st St.
Newberg

STATE OF OREGON
County of Yamhill

On this 26 day of May 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul C. Engle and Claire E. Engle, (husband and wife), to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the day and year in this instrument first written.

Notary Public for Oregon

My commission expires

PROVED AS TO AFFIDAVIT
KNOW ALL MEN BY THESE PRESENTS, THAT

PAUL ENGLE and CLAIRE

BRELL, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated.

to grantee paid by NEWBERG CONSTRUCTION, a partnership consisting of

DELBERT L. WEBER and DALE E. VOSS,

hereinafter called the grantee.

said lands, grants, and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the improvements and appurtenances thereto belonging or appertaining, situated in the County of Yamhill and State of Oregon, described as follows, to-wit:

-----Lot 6 in Block 1 of ENGLEWOOD ADDITION to the City of Newberg, in Yamhill County, Oregon.

SUBJECT to the Covenants and restrictions as follows:

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 2 stories in height and a private garage not less than two cars.

2. Dwelling Size. The ground floor area of the main structure, exclusive of one or more open porches and garage, shall not be less than 1,500 square feet for a one-story dwelling nor less than 2,000 square feet with daylight basement.

3. Building Location. No building shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line, or nearer than fifteen (15) feet to any side 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, open porches shall not be considered as part of a building; hence, this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4. Obstructions. No trees or shrubs shall be planted or left standing which will, in time, obstruct the view of the adjoining property owners.

5. Restrictive Covenants. Requiring the use of the underground service wires, recorded June 12, 1967, in Film Volume 60, Page 643, Deed and Mortgage Records.

SUBJECT to distribution line easement, including terms and provisions thereof, executed by Paul C. Engle, et ux., to Portland General Electric Company, recorded June 12, 1967 in Film Volume 60, Page 643, Deed and Mortgage Records.

To Have and to Hold the same unto the said grantees and grantee's heirs, successors and assigns.

And said grantor hereby covenants to and with said grantees and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple in the above described premises, free from all encumbrances.

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons wheresoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $4,500.00.

In constraining this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 19th day of July, 1970.

[Signature]

[Signature]