WHEREAS, DALE COMPTON and MYRTLE COMPTON, husband and wife, are the owners in fee simple in the hereinafter described real premises which is now being subdivided and known as Filbert Terrace of the City of Dundee, Yamhill County, Oregon; and,

WHEREAS, it is the desire of the above named parties to impose certain covenants and restrictions upon the hereinafter described real premises for the purposes of uniform development, use, and construction upon the following described real premises, to-wit:

Filbert Terrace, City of Dundee, Yamhill County, Oregon, including the following described Blocks and Lots thereof:
Block 1: Lots B, C, and D;
Block 2: Lots E, F, G, H, I, and J;
Block 3: Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14;
Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14;
Block 5: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14;
Block 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

THEREFORE, it is hereby agreed that the following covenants and restrictions are imposed upon the above described real premises:

RESIDENTIAL AREA 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 one and one-half stories in height and a private garage for not more than two (2) cars.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, as hereinafter stated, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved by the Architectural Control Committee.

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3. DWELLING COST, QUALITY and SIZE: No dwelling shall be permitted on any lot at a cost of less than $13,000.00 based upon cost levels prevailing on the date these covenants are recorded (such cost shall not include the value of the real premises), it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story dwelling, shall be not less than 1,000 square feet for a dwelling of more than one story.

4. BUILDING LOCATION: (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line.
(b) No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 5 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. (c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS: Easements for installation and maintenance of utilities shall be maintained continuously by the owner of each lot where they exist, except for those improvements for which a public authority or utility company is responsible. 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.

6. 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 an annoyance or nuisance to the neighborhood. Any wrecked or unused automobile or truck remaining on the real premises for a period of more than thirty (30) days shall be deemed a nuisance.

7. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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

9. LIVESTOCK and POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. SIGHT DISTANCE at INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

ARCHITECTURAL CONTROL COMMITTEE

1-a. MEMBERSHIP: The Architectural Control Committee is composed

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of (members to be selected). A majority of the Committee may designate a representative to act for it. In the event of the death or the resignation of any member of the said Committee, the remaining Committee members shall have full authority to designate a successor.

Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the said Committee or to withdraw from the said Committee or to restore to it any of its powers and duties.

2-a. PROCEDURE: The said Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS

1-b. TERM: 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 thirty (30) years from the date these covenants are recorded, after which time the 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 herein described has been recorded, agreeing to change said covenants in whole or in part.

2-b. 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 said violation or to recover damages.

3-b. 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 this ___ day of March, 1971

DALE COMPTON

MYYLTE COMPTON

STATE OF OREGON  
County of Yamhill

On this ___ day of March, 1971, personally appeared Dale Compton and Myrtle Compton, who, being duly sworn, did say that the foregoing instrument was their voluntary act and deed.

Before me:

__

Notary Public for Oregon
My Commission Expires Sept. 22, 1972

My Commission expires:

Approved and Accepted:

DUNDEE LUMBER COMPANY, an Oregon corporation

BY:

C. E. BARKS, President

STATE OF OREGON.  

__

COUNTY OF YAMHILL

I, JACK BEeler, 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 ___ of Volume __ of the Records of __ A. D. 1972, at ___ o'clock, ___ A. M., in the Records of ___ A. D. 1972, at ___ o'clock, ___ A. M., in testimony whereof, I, have hereon subscribed my name and affixed my Official Seal.

JACK BEeler, County Clerk

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ADDENDUM to
COVENANTS and RESTRICTIONS

WHEREAS, the undersigned did file certain Covenants and Restrictions as to certain real property as recorded on March 9, 1971 in Film Volume 83, Page 158, Deed and Mortgage Records of Yamhill County; and,

WHEREAS, there is an error in the description of the Lots in Block One (1) and Block Two (2) of the said Filbert Terrace subdivision,

THEREFORE: It is hereby acknowledged that the said Covenants and Restrictions as recorded are amended to read, insofar as the description of the said real premises is concerned, as follows, to-wit:

Filbert Terrace, City of Dundee, Yamhill County, Oregon, including the following described Blocks and Lots thereof:
Block 1: Lots 2, 3, 4, and 5;
Block 2: Lots 1, 2, 3, and 4;
Block 3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14;
Block 4: Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, and 14;
Block 5: Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14;
Block 6: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

It is further understood that all other terms, conditions and provisions of the said Covenants and Restrictions as recorded shall remain in full force and effect except as herein modified.

DATED: this 19 day of April, 1971.

DALE COMPTON
Mable Compton

STATE OF OREGON

In the County of Yamhill

I, JACQ. BAKER, County Clerk in and for said County and District, do hereby certify that the within instrument of writing was executed and is duly recorded on Page 125 of Volume 22, Deed and Mortgage Records of said County, on the 19 day of April, 1971, at 1'o'clock P.M., in the presence of the undersigned, who are the Subscribers thereto.

JACQ. BAKER, County Clerk

On this 19 day of April, 1971, personally appeared Dale Compton and Myrtle Compton, who being duly sworn, did say that the foregoing instrument was their voluntary act and deed.

Before me:

Notary Public for Oregon

STATE OF OREGON

Notary Public for Oregon

[Signature]

[Commission Expires]
CONSENT

to

COVENANTS and RESTRICTIONS

WE, the undersigned owners of the respective real premises as shown above our signatures, all such real premises being located in the Filbert Terrace Subdivision of the City of Dundee in Yamhill County, State of Oregon, do hereby consent to and agree that the Covenants and Restrictions as recorded on March 9th of the year 1971 in Film Volume 83, Page 158 by Dale Compton and Myrtle Compton shall appertain and apply to our respective real premises, and that our said properties from this day forth shall be considered to have such Covenants and Restrictions as recorded as to our individual real premises.

DATED: this 24th day of May, 1971.

Block One (1), Lot Two (2)

GARY J. MEYER

BEVERLY T. MEYER

STATE OF OREGON, County of Yamhill


On this date, personally appeared Gary J. Meyer and Beverly T. Meyer, husband and wife, who, being duly sworn, did say that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission expires: 5/24/71

The northerly 90 feet of Lot Three (3), Block One (1), Filbert Terrace Subdivision in the City of Dundee, Yamhill County, Oregon.

ROBERT T. BARKS

STATE OF OREGON, County of Yamhill


On this date, personally appeared Robert T. Barks and C. F. Barks, husband and wife, who, being duly sworn, did say that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon
My Commission expires: 8/23/73