DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOTS 1 THROUGH 11 OF HERSHEY G. SWANSON ESTATES
SUBDIVISION IN YAMHILL COUNTY, OREGON

LOIS JEAN SWANSON herinafter called "Owner" is the owner
of a parcel of land situated in the county of Yamhill,
State of Oregon.

In order to create excellent and proper homesites for the benefit
and enjoyment of all purchasers, the owner has established the
hereinafter enumerated covenants, conditions and restrictions and
all deeds from owner to purchaser shall contain said restrictions,
covenants and conditions.

RESTRICTIVE COVENANTS:

a) Size of Residence. No dwelling house shall be erected upon
said premises which shall contain less than one thousand five
hundred square feet of total floor area, exclusive of servants'
quarters, garage, carport, storage space, workshop, verandas
and open porches.

b) Construction Materials (Residence). No resident dwelling
shall be placed or re-erected upon the above premises which shall
previously have been erected in another location; no "quonset"
type of building shall be erected, placed or maintained upon said
premises for residential purposes. No metal roofing materials
shall be allowed of any type on the dwelling. Shake, shingle
and composition roofing shall be among the approved materials.

c) Outbuildings. Outbuildings such as barns, stables, green
houses, storage buildings and pump houses will be permitted
providing the size of each does not exceed the size of the dwelling
in both square footage and height. Outbuildings may be of the
"pole-type" construction and may utilize pre-finished metal for
their walls and roofing.

d) Business or Offensive Uses. No retail or wholesale shop or
store shall be erected, nor any business or industry, nor obnoxious
or offensive trade shall be carried on upon said premises,
or anything be done thereon which may become an annoyance
or nuisance to the neighborhood, and no fowl or animals shall be
raised or kept on the premises for commercial purposes, except that
horses, dogs, cats or other pets may be kept as long as they don't
become an annoyance or nuisance to the neighborhood.

e) Temporary Structures. No trailer, tent, shack, outdoor privy
or other outbuildings erected upon the granted premises shall be
at any time used as a permanent residence, nor shall any structure
of a temporary character be used as a residence except that during
the construction of a permanent dwelling, temporary use of a trailer
or a mobile home will be allowed as a temporary dwelling for a
period of time not to exceed six months.

PAGE ONE - COVENANTS, CONDITIONS AND RESTRICTIONS
f) Sanitation. The above described premises shall not be used or maintained as a dumping ground for discarded or old vehicles, rubbish or trash. No garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

g) Utilities. No utility poles for the purpose of providing electrical service will be allowed on said premises. Underground electrical cable must be provided from the nearest power source connecting to the electrical service center at the dwelling.

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

i) Antennas. Short wave and C.B. antennas shall not be allowed.

GENERAL PROVISIONS:

a) Term. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and on all claiming under them for a period of twenty five years from the date these covenants, conditions and restrictions are recorded.

b) Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation or to recover damages.

c) Severability. Invalidation of any one of the above covenants, conditions and restrictions by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED THIS 19TH DAY OF March, 1992

OWNER:
Laurel Jean Swanson

STATE OF OREGON
County of Yamhill

3/15, 1992

Personally appeared the above named
and acknowledged the foregoing instrument to be her voluntary
act before me.

002910

STATE OF OREGON
COUNTY OF YAMHILL

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Notary Public of Oregon

My Commission Expires 5-32

Charles Stern, Notary Public

COUNTY CLERK

3.19.92
HERSCHEL G. SWANSON ESTATES

A Subdivision located in the 5E 1/4 Section 11, T.13S, R.21E, S.W., William Dawson D.L.C. #43, Lot 3 of CS-2309, Yamhill County, Oregon.

Docket No.

Date: 26 June 1990
Scale: 1" = 100' 

APPROVALS:

By: Matt Dunkel
1990 State Highway Rd.
Willamina, Oregon 97397
Phone: 472-7643

Matt Dunkel, Oregon PLS #1942

Matt Dunkel, Oregon PLS #1942

I certify that this is an exact copy of the original plat of HERSCHEL G. SWANSON ESTATES.

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Submit this plat to the Yamhill County Clerk.

Yamhill County Clerk

COUNTY OF YAMHILL
STATE OF OREGON

T. J. Sturtz

COUNTY OF YAMHILL
STATE OF OREGON

0028324545

I hereby certify that this subdivision plat has been duly recorded by me in Yamhill County, Oregon, pursuant to Section 16, Title 2, Revised Statutes of Oregon in Volume 3, page 133-194.

T. J. Sturtz
Yamhill County Clerk