COVENANTS AND RESTRICTIONS

WHEREAS, CANYON DEVELOPMENT COMPANY, an Oregon corporation, is the owner in fee simple of real property included within Hess Creek Estates, subdivision, plat of which has been recorded in Plat Records Cabinet "A", __________, Yamhill County records; and

WHEREAS, it is the desire of said owner to impose certain covenants and restrictions upon the said real property for purposes of uniform development, use, and construction; now, therefore,

The following covenants and restrictions are imposed upon the said subdivision:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes.

2. DWELLING SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 1600 square feet, except for Lots 1 and 2, as to which the minimum ground floor space shall be 1400 square feet.

3. SIDEWALKS: Purchasers of lots are required, within 30 days after completion of dwelling, to construct sidewalk along front lot line in accord with standards prescribed by public ordinance, and with the approval of the Newberg city engineer or Newberg building official.

4. UTILITIES: Purchasers of lots are required to obtain their own sewer and water hookups from the City of Newberg, in accord with all applicable city regulations.

5. BOUNDARIES OF LOTS: All purchasers of lots, upon completion of construction thereon, shall have the responsibility to see that all lot corners remain visibly marked, for the benefit of adjoining property owners and future purchasers.

6. APPLICABILITY OF CITY REGULATIONS: All purchasers of lots agree to be bound by and to comply fully with all applicable ordinances, codes, and regulations of the City of Newberg, relating
to occupancy and use of their property.

7. 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 thirty (30) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive period 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.

8. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain said violations or to recover damages.

9. 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.


CANYON DEVELOPMENT COMPANY,
An Oregon Corporation,
By Paul M. Mills, President

STATE OF OREGON

County Of Yamhill

BE IT REMEMBERED, That on the 22 day of August, 1978, before me, the undersigned, a Notary Public for said County and State, personally appeared the within named PAUL M. MILLS, President of CANYON DEVELOPMENT COMPANY, known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily, on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires: 7-6-58

[Seal]

65301

[Signature]
Notary Public for Oregon
My Commission expires: 7-6-58

[Seal]

[Signature]