RESTRICTIONS AS TO LINKE ADDITION
TO THE CITY OF CARLTON, OREGON

Whereas, the undersigned, Emanuel J. Linke and Christina Linke, his wife, are the sole owners of all property within the boundaries of Linke Addition to the City of Carlton, Yamhill County, Oregon;

Whereas, for the mutual benefit of the said Emanuel J. Linke and Christina Linke and of subsequent owners of property in said Linke Addition, and in consideration of such mutual benefits to each and every one of said parties, it is necessary and advisable that certain restrictions be imposed upon the ownership of all and every part of said Linke Addition;

Whereas, it is deemed necessary and desirable to incorporate all of such restrictions within this instrument and to thereafter refer to this instrument in any conveyance of real property within the boundaries of said Linke Addition thereby subjecting property so conveyed to the conditions and restrictions herein contained;

NOW, THEREFORE, be it known that the said Emanuel J. Linke and Christina Linke, his wife, do hereby establish the following conditions and restrictions for the benefit of all of the property within the boundaries of said Linke Addition, to-wit:

1. All of the lots in said Linke Addition shall be known as and used as residential lots.

2. It shall be unlawful for any person, firm or corporation to maintain, operate, lease, conduct or to in any way establish any business, industry or manufacturing plant, or to in any wise use any land, within said Linke Addition for other than residential purposes, except any of said land may be cultivated and planted to any kind of crop, fruit or vegetable, regardless of the use to which such produce is devoted.

3. It shall be unlawful to construct any building or structure of any kind within said Addition at a distance of less than 20 feet from the curb line of any street.
4. It shall be unlawful to maintain or keep within the boundaries of said Linke Addition any cow, horses, pigs, sheep, goats or livestock of any kind or description, or any chickens, ducks, geese, turkeys or any kind of poultry or rabbits.

5. The restrictions and conditions herein set forth are for the benefit of each and every person, firm or corporation owning property within said Linke Addition and any violation of any of these restrictions and conditions by any person, firm or corporation, shall create a cause of suit or action giving any other person, firm or corporation owning property within said addition the right to resort to any remedy he or it may have in law or equity to restrain the violation of the conditions and restrictions herein contained and to recover damages for such violation.

6. The restrictions and conditions herein contained shall run with the land and shall be binding upon all subsequent owners and shall be permanent and continuous.

7. If any of the conditions or restrictions herein contained should be held invalid by a court of competent jurisdiction, such holding shall have no affect upon the other provisions herein contained.

Witnes our hands and seals this 10th day of May, 1947.

[Signatures]

State of Oregon  
County of Yamhill  

ACKNOWLEDGEMENT

Before me, a NOTARY PUBLIC in and for said County and State, on the 10th day of May, 1947, personally appeared the
within named Emanuel J. Linke and Christina Linke, his wife, known to me to be the identical individuals who executed the foregoing instrument and acknowledged to me that they executed the same freely for the purposes therein mentioned.

Witnesse my hand and Notarial Seal the day and year last above written.

[Signature]

My Comm. Exp. July 5, 1950

STATE OF OREGON

County of [illegible]

I, [illegible], the County Clerk in and for County and State aforesaid, do hereby certify that the within instrument of writing was received and recorded as aforesaid, as of Volume [illegible], page [illegible], on [illegible].

[Signature]

Deputy County Clerk

[illegible]
VITIATE WHEREAS, The parties hereto constitute all of the record owners and parties having an interest, equitable or otherwise in and to the Addition to the City of Carlton, Yamhill County, State of Oregon, each owning or having an interest in the lot in the blocks as indicated by the lot and block numbers set opposite their respective surnames and having acquired that interest by deed or by contract indorsed by the volume and page number of its record in the deed records of Yamhill County, Oregon, as follows:

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<thead>
<tr>
<th>Lot</th>
<th>Block</th>
<th>Vol.</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>142</td>
<td>734</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
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<td>99</td>
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<tr>
<td>5</td>
<td>2</td>
<td>139</td>
<td>200</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>Unrecorded contract</td>
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<td>Unrecorded contract</td>
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<td>Unrecorded contract</td>
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<td>Unrecorded contract</td>
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<td>13-14</td>
<td>2</td>
<td>Unrecorded contract</td>
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</tr>
<tr>
<td>11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28</td>
<td>111</td>
<td>229 (Mortgage)</td>
<td></td>
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<td>125</td>
<td>737 (Mortgage)</td>
<td></td>
</tr>
<tr>
<td>11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26</td>
<td>127</td>
<td>194 (Mortgage)</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, said restrictions were made by said above referred to restrictive agreement, and were made to run with the land and be for the benefit of each and every person, firm or corporation owning property within said Linke additions; and

WHEREAS, the parties hereto desire to rescind and annul said restrictive covenants and restrictive agreement insofar as the same would prevent the usage of said Linke additions for the purpose of erecting thereon a school house or for other purposes, and in substitution thereof by these presents and by these mutual covenants declare and establish a new restrictive covenant pertaining to the use of the premises in said Linke Addition.

NOW THEREFORE, in consideration of the mutual covenants herein expressed the parties hereto do hereby covenant and agree with each other as follows:

1. Those certain existing restrictive covenants hereinabove quoted and contained in the various deeds of conveyance to the parties hereto as hereinabove indicated and referred to in said restrictive agreement by and between MANUEL J. and CHRISTINA LINKE, his wife, recorded in volume 3142, page 559, deed records of Yamhill County, Oregon, as restrictions No. 1 and 2 are hereby rescinded and held for naught.

Page 2, Agreement.
1. All of the lots in said Linke Addition shall be used as residential lots, excepting as qualified in item two, as follows:

2. It shall be unlawful for any person, firm, or corporation, to maintain, operate, lease, conduct or in any way establish any business, industry or manufacturing plant or to any wise use the land within said Linke Addition for other than residential purposes, except any of said land may be cultivated to any kind of crop, fruit or vegetable, regardless to the use to which said product is devoted and excepting that any or all of the said lots in the Linke Addition may be used at any time as a site for a school building or for school purposes.

It is understood and agreed between the parties hereto that this instrument revokes and renounces only those restrictions numbered 1 and 2 in that certain restrictive agreement made by EMANUEL J. and CHRISTINA LINKE, his wife on the 10th day of May, 1947, and recorded in volume 142, page 559, deed records of Yamhill County, Oregon and shall in no affect any of the other covenants therein contained.

It is further understood and agreed between the parties hereto that the restrictions and conditions herein set forth are for the benefit of each and every person, firm or corporation owning property within said Linke Addition and any violation of any of these restrictions and conditions by any person, firm or corporation, shall create cause of suit or action giving any other person, firm or corporation owning property within said addition the right to resort to remedy at law or equity to restrain the violation of the conditions and restrictions herein contained and to recover damages for such violations and that the restrictions and conditions herein contained shall run with the land and shall be binding upon all subsequent owners and shall be permanent and continuous.

IN WITNESS WHEREOF, we set our hands and seal this ______ day of July, 1957.

[Signatures]
BE IT KNOWN, That on this 15th day of January, 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named: HELMIA L. ALLOG AND HASON, husband and wife: JOHN E. & JEAN F. LECOUR, husband and wife: E. W. & MAURICE MARTIN, husband and wife; JOHN E. & MARIE A. VARGA, husband and wife; DONALD L. & KATHERINE BARKER, husband and wife; CLYD Q. & CLAUDIA L. FLETCHER, husband and wife; R. C. ISAACSON, husband and wife; JAMES G. & BERTHA L. FERGUS, husband and wife; EUGENE E. & DOUGLAS H. RATH, husband and wife; HERBERT L. & LOIS JEAN SHERIFF, husband and wife; KENNETH J. & MARILYN C. GUTH, husband and wife; WILLY L. & LENA M. WHITE, husband and wife; ZELMA IRVING OLIVER; CLARK O. & LUCILLE A. MORGAN, husband and wife; DAVID H. & JOE R. NEFF, husband and wife; MANUEL J. & CHRISTIANINE, husband and wife; CARLTON STATE AND SAVINGS BANK, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TURTITY THEREOF, I have heretofore affixed my official seal the day and year last above written.

By Commission Expires

Notary Public for Oregon

[Signature]
STATE OF OREGON
County of Multnomah

October 9th, 1951.

Personally appeared ROBERT C. OXNER, who, being duly sworn did say
that he is the VICE PRESIDENT of PORTLAND FEDERAL SAVINGS AND LOAN ASSOCIATION, and that
the seal affixed to the foregoing instrument is the corporate seal of said cor-
poration and that said instrument was signed and sealed in behalf of said cor-
poration by authority of its board of directors, and he acknowledges said instru-
ment to be its voluntary act and deed. Before me:

[Signature]

My commission expires Aug 1, 1961.

STATE OF North Dakota
County of McLean

BE IT REMEMBERED, That on the 9th day of October, 1951, before
me, the undersigned, a Notary Public in and for said County and State, personally
appeared ROBERT C. OXNER, who, being duly sworn, did say that the instrument attached was executed by the usual and accustomed seal and that the instrument was acknowledged to be the act and deed of the person described in and who executed the foregoing instrument as his voluntary act and deed.

[Signature]

Notary Public for

North Dakota

31290

STATE OF OREGON
County of Marion

On this 17th day of October, 1951, before me, a Notary Public in and for said County and State, personally appeared S. F. OXNER, Director of Veterans Affairs, to be known to be the person described in and who executed the foregoing instrument as his voluntary act and deed.

[Signature]

Notary Public, In and For said State

My commission expires Dec 1, 1953.