PROTECTIVE COVENANTS
LONE OAK ADDITION TO
THE CITY OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS, That the Protective Covenants attached hereto do now and shall henceforth, subject to the limitations and qualifications set forth therein, bind and protect the following described property to-wit:

Lots 6 through 9, Block 1, Lots 1 through 4, Block 2, Lots 1 through 8, Block 3, Lots 1 through 9, Block 4 and Lots 1 through 8 Block 5, LONE OAK ADDITION to the City of Lafayette, Yamhill County Oregon.

Dated at Lake Oswego, Oregon this __ day of September, 1978.

NORTHWEST TITLE COMPANY

State of Oregon

County of Yamhill

On this __ day of September, 1978, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named Gordon Hobbs, President of OR-AX Corporation, who is 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.

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

Notary Public of Oregon
My commission expires: 8-17-82
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 two and one-half stories in height and a private garage for not more than two cars.

2. **DWELLING SIZE.** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of more than one story.

3. **BUILDING LOCATION.** Building locations shall conform to the setbacks adopted by the City of Lafayette Planning Commission.

4. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear six feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. **UNDERGROUND SERVICES.** 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 owners 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 provided.

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.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, haystack, 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 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. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, working or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. **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.
11. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept in sanitary containers. All incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition.

12. YARD MAINTENANCE. All yards shall be adequately landscaped and lawns shall be seeded within one (1) year from completion of external construction of dwelling. All lawns shall be adequately watered and kept mowed and property trimmed in keeping with the standards of the neighborhood.

13. SLOPE AREAS. No structure, planting or other material shall be placed or permitted to remain on or under which may change or interfere with established slope lines, create erosion or sliding problems or which may change or obstruct or retard the flow of drainage channels or obstruct or retard the flow of water through drainage channels. The sloping areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

14. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any part of the premises in the triangular area formed by the street property lines and a line connecting them at points 15 feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property line 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.

15. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

16. 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 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 has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

THIS DEED, LEONARD J. JOHNSON AND JOSIAH J. JOHNSON, WITNESSES. WHEREAS, DECLARE THE ATTACHED PLAT TO BE A TRUE AND CORRECT MAP OF THE LANDS SHOWN AND PLATTED BY THEM AS "LONE OAK ADDITION" AND OTHER MATTERS PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREWITH ATTACHED. AND THEY PROMISE TO DECLARE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, AND ROADS REPRESENTED ON SAID MAP.

By Leonard J. Johnson

ACKNOWLEDGEMENT
STATE OF OREGON
COUNTY OF TAYLOR

THEIR PRESENTS:

THIS TO BE CONSIDERED THIS 25th DAY OF JUNE, 1972, BEFORE ME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARING LEONARD J. JOHNSON AND JOSIAH J. JOHNSON, AND WE ATTEST TO WE BE THE IDENTICAL PERSONS WHOSE HANDS AND SEALS ARE HEREIN DESCRIBED, AND WE ACKNOWLEDGE TO THE AUTHORITY THEY EXERCISED THE SAME FREELY AND VOLUNTARILY.

By J. R. Brown

SURVEYOR'S CERTIFICATE
STATE OF OREGON
COUNTY OF TAYLOR

1. I, KEITH R. CLARK, RESIDENT PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I, KEITH R. CLARK, RESIDENT PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT THIS MAP IS A TRUE AND CORRECT MAP OF THE LANDS SHOWN AND PLATTED BY THE ATTACHED PLAT AS "LONE OAK ADDITION" AND OTHER MATTERS PARTICULARLY DESCRIBED IN THE SURVEYORS CERTIFICATE ATTACHED.

By Keith R. Clark

APPROVALS
APPROVED THIS 25TH DAY OF JUNE, 1972
CITY OF LAFAYETTE PLANNING COMMISSION
By J. R. Brown

APPROVED THIS 25TH DAY OF JUNE, 1972
TAYLOR COUNTY BOARD OF COMMISSIONERS
By J. R. Brown

APPROVED THIS 25TH DAY OF JUNE, 1972
TAYLOR COUNTY SURVEY
By J. R. Brown

NOTE: ALL STREETS, EASEMENTS, AND ROADS REPRESENTED ON THIS MAP ARE SUBJECT TO THE DEPARTMENT OF PUBLIC WORKS OF THE TAYLOR COUNTY.