RESTRICTIONS

That GLENN A. NELSON and BLANCHE M. NELSON, husband and wife, of McMinnville, Oregon, being the owners of that certain tract of land described as "Nelson Second Addition to the City of McMinnville, Oregon" as shown by the duly recorded plat thereof in the office of the county clerk of Yamhill County, State of Oregon, for and in consideration of the mutual covenants herein contained and the respective benefits flowing therefrom to the purchasers of any of the lots in said Nelson Addition, do hereby establish the following restrictions to the use and enjoyment of said Addition and every part and parcel thereof.

(1) All lots in the tract shall be known and described as residential lots.

(2) No residential building shall be erected, altered, placed or permitted to remain on any residential building lot other than a residential building with ground floor square-foot area of not less than one thousand four hundred (1,400) square feet. This covenant shall not apply to a garage attached to a residential building.

(3) No duplex residential building shall be erected, altered, placed or permitted to remain on any residential building lot other than a duplex residential building with ground floor square-foot area of not less than one thousand seven hundred (1,700) square feet. This covenant shall not apply to a garage attached to a duplex residential building.

(4) No trailer, mobile home, basement, garage, or other outbuilding erected on said tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on said lots.

(5) The covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them until July 1, 1993, at which time said covenants and restrictions will terminate.

(6) If the parties hereto, or either of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

(7) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions.

(8) Perpetual easements are reserved over the lots in said Nelson's Addition, as indicated on the plat thereof, for utility installation and maintenance.

Glenn A. Nelson

Blanche M. Nelson
STATE OF OREGON  
County of Yamhill  

Personally appeared on this 25th day of June, 1973, the above named Glenn A. Nelson and Blanche M. Nelson, husband and wife, acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  

Notary Public for Oregon  

My commission expires December 7, 1973

(SEAL)

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