DECLARATIONS OF COVENANTS AND CONDITIONS

RELATING TO LAND

TO WHOM IT MAY CONCERN:

The undersigned E. C. Newall and Evah H. Newall, husband and wife, do hereby bind themselves and their heirs and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of the following described real property in Yamhill County, State of Oregon, hereinafter called:

NEWALL'S ADDITION, YAMHILL COUNTY, OREGON.

Section A. All lots in this tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any such lots other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars, and one out-building not to exceed 120 square feet ground floor area.

Section B. No building shall be located nearer than 25 feet to the front lot line and 25 feet to side street line; 10 feet to interior lot line and 25 feet to rear lot line on interior lots except an attached garage, an out-building located 50 feet or more from front lot line, shall not be located nearer than 5 feet to rear or side lines. Direct vehicular access from the Pacific Highway 99W to any lots in this tract is prohibited.

Section C. No residential structure shall be erected or placed on any building plot which plot has an area of less than 7,500 square feet or a width less than 65 feet at the front building line.

Section D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section E. No trailer, tent or shack shall be erected or placed on the tract, and no garage or basement or other out-buildings erected or placed in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence in the tract. No house or building shall be moved to any of said lots.

Section F. No dwelling exclusive of porch, areaways, garage or breezeways shall be erected with less than 700 square feet of floor area for one story structures and 600 square feet on the ground floor of one and one-half or two story structures.

Section G. No animals, livestock, or poultry of any kind shall be raised, breed 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.

Section H. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not 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.
Section I. No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

Section J. Protective screening areas are established as shown on recorded plat, being a 25 foot strip of land on the residential lots along the property line of the Pacific Highway 99W. Except as otherwise provided herein under Section K. Planting, fences or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effect screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

Section K. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

EXCEPTIONS:

Section A does not apply to:

Lots 9 - 10 - 11 Block 1
Lots 5 - 6 Block 2
Lot 10 Block 3

except that all these lots shall be known and described as residential lots. No commercial building shall be erected, altered, placed, or permitted to remain on any of the said lots except a single green house not to except 500 square feet in area.

Section C does not apply to:

Lots 2 - 3 - 4 Block 1

Section F does not apply to:

Lot 4 Block 1

Section G does not apply to:

Lots 9 - 10 - 11 Block 1
Lots 5 - 6       Block 2
Lot 10          Block 3

except that animals, livestock, poultry, dogs, cats and other
household pets may not be kept, bred or maintained for any commercial purposes
on these lots.

That portion of Section B and Section J relating to vehicular
access does not apply to Lot 1, Block 1.

The foregoing covenants shall run with the land affected thereby and shall bind,
and shall also inure to the benefit of all persons, firms associations or corpora-
tions to whom or to which any part of the lands so made subject to the foregoing
covenants at any time come or belong, until January 1, 1970, at which time said
coventants shall be automatically extended for successive periods of ten years
unless by vote of a majority of the then fee simple owners of the land affected
it is agreed to change said covenants in whole or in part.

If the undersigned Declarants, or any of their heirs or assigns, or any other
person, firm, corporation or association occupying, owning or claiming any of the
lands affected by the foregoing covenants shall violate or attempt to violate
any one of them, it shall be lawful for any other person, firm corporation or
association owing or occupying any of the land which is also affected by said
covenants to prosecute any appropriate proceedings at law or in equity in his
or its own behalf or in behalf of all other persons, firms and corporations
similarly situated either to prevent such offending person, firm or corporation
violating or attempting to violate such covenants from so doing, or to recover
damages or other dues for such violation or attempted violation.

Invalidation in whole or in part of any of the foregoing covenants by judgment
decree, declaration, or other court order shall in nowise affect any of the
remaining covenants and they shall continue in full force and effect.

IN TESTIMONY WHEREOF, the Declarants have hereunto set their hands and seals
this 24th day of April, 1950.

/s/ E. E. Newall

/s/ Evah H. Newall

Notarized

Recorded April 24, 1950