PROTECTIVE COVENANTS

OAKEN HILLS SUBDIVISION

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:

All of OAKEN HILLS as the same is now platted and on file in the office of the County Clerk of Yamhill County, Oregon.

Dated at Tigard, Oregon this 24th day of October, 1975.

[Signature]

(SEAL)

STATE OF OREGON

County of Washington

On this 24th day of October, 1975, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named Gordon Hobbs, President of Judco, Inc., 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.

[Signature]

Notary Public for Oregon

My Commission expires: [Signature]

[Date]
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 1,000 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 Willamina 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 or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, 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 a professional sign of 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, quarrying 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 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.
12. PROTECTIVE SCREENING. Protective screening areas are established as a 10 foot strip of land on the residential lots along the property lines of OAKEN HILLS DRIVE. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", 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 effective 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 area shall be permitted except for the purpose of installation and maintenance of screening, utilities and drainage facilities.

13. 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 properly trimmed in keeping with the standards of the neighborhood.

14. SLOPE AREAS. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems or which may change the direction of 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.

15. SIGHT DISTANCE AT INTERSECTIONS. 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

16. 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.

17. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

18. ENFORCEMENT. Enforcement shall be by proceedings 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.

19. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF OREGON

County of YAMHILL

I, Wanda Call, County Clerk in and for said County and State, do hereby certify that the within instrument of writing was received and has been by me duly recorded on Date/2023 at Book 186, Page 38923 of the Records of Deeds for said County on the 29th day of July 2023.

In testimony whereof, I have hereunto subscribed my name and affixed my Official Seal.

Wanda Call, County Clerk

By: Carl Sherr, Deputy

R.T. Turner
"OAKEN"

A subdivision situated within the corporate
Section 1, Township 6 South, Range
Yamhill County,

ENGINEER'S CERTIFICATE

I, Lester E. Fults, being first duly sworn, correctly surveyed and marked with appre
represented on the accompanying map
in Section 1, Township 6 South, Range
Meridian, Yamhill County, Oregon.

The Initial Point of said survey is a 2
long, set six inches below the surface
Point being 3819.31 feet South and 185
Northwest Corner of the Samuel P. Oab
Township 5 South, Range 7 West of th
Yamhill County, Oregon.

THE PROPERTY PLATTED IS DESCRIBED

Beginning at the said Initial Point,
West 311.31 feet to the easterly line
ADDITION, thence North 3°34'42"
the easterly line of said "KERSHAWs"
the easterly line of a tract of land
Marocha et ux. to Roy C. Hubbard &
December 15, 1948 in Volume 151,
of Yamhill County, thence North 8
thence South 81°08'36" East 63.24
East 120.58 feet, thence South 9°08'6"
South 3°34'42" East 373.30 feet to

I hereby certify that the accompanying
correct drawing of the above described
scale and all points are monumented in a
Survey Law.

LESTER E. FULTS, P.E.

NOTE: Bearings are based on Yamhill
County Survey Map P-4937.

LEGEND:
- Denotes iron rods set

1. $R = 20.00$
$A = 74°04'42"
$T = 25.85$
$C = 24.09$
$CB = N27°21'39"E$

2. $R = 20.00$
$A = 103°55'18"
$T = 36.37$
$C = 31.33$
$CB = NE2°32'21"W$

CITY OF WILLAMINA PLANNING COMMISSION
Examined and approved this 13 day of
B. C. YOAK, Chairman

STATE OF OTARIO

COUNTY OF YAMHILL

I, Wayne Calk, County Clerk and for said County and State, do hereby certify that
the Herein certificates of number and record and have been here daily recorded in
Page 9 of the槅 of PLATS
of the Record in the Office of the

Show County in the 36922

36922

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