COVENANTS AND RESTRICTIONS

WHEREAS, J. TREVIN INC., the owner in fee simple in the hereinafter described real premises which is now being undivided and known as FIRST ADDITION TO OAKEN HILLS to the City of Willamina, Yamhill County, Oregon; and,

WHEREAS, it is the desire of the above named parties to impose certain covenants and restrictions upon the hereinafter described real premises for the purposes of uniform development, use, and construction upon the following described real premises, to-wit:

All of FIRST ADDITION TO OAKEN HILLS to the City of Willamina, Yamhill County, Oregon.

THEREFORE, it is hereby agreed that the following covenants and restrictions are imposed upon the above described real premises:

RESIDENTIAL AREA COVENANTS

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 one and one-half stories in height and a private garage for not more than two (2) cars.

2. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than $20,000.00 based upon cost levels prevailing on the dated these covenants are recorded (such cost shall not include the value of the real premises), it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials
substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The Ground floor area of the main structure, exclusive of one-story dwelling, shall not be less than 1,000 square feet for a dwelling of more than one story.

3. BUILDING LOCATION: Building locations shall conform to setback adopted by the City of Willamina, Oregon at the time of construction.

4. EASEMENTS: Easements for installation and maintenance of utilities shall be maintained continuously by the owner of each lot where they exist, except for those improvements for which a public authority or utility company is responsible. 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, 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, (except for street lighting purposes and above ground transformers).

5. 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. Any wrecked or unused automobile, truck, or unsightly equipment or materials remaining on the real premises for a period of more than thirty (30) days shall be deemed a nuisance.

6. TEMPORARY STRUCTURES: No structures 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.
7. SIGNS: No sign of any kind shall be displayed to the public on any lot except one 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.

8. LIVESTOCK and POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

9. 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 sightline 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.

GENERAL PROVISIONS

1.-4. 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 nineteen (19) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the lots herein
described has been recorded, agreeing to change said covenants in whole or in part.

2.1. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain said violations or to recover damages.

3.1. SUVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

J. GREGGIN, INC.

STATE OF OREGON
County of Yamhill

BE IT REMEMBERED, That on the 14th day of September 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

DANNY E. HOUSTON

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 voluntary.

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

Notary Public for Oregon

My Commission expires 10/20/90

[Signature]

[Notary Seal]
"FIRST ADDITION TO OAKEN HILLS"

City of Willamina, Yamhill County, Oregon

DEDICATION

Know all men by these presents that J. Gresham, Inc., (Oregon Corporation, successor to the real property hereinafter designated as "FIRST ADDITION TO OAKEN HILLS") located within the corporate limits of Willamina, Oregon and situated in Section 2, Township 2 North, Range 9 West of the Willamette Meridian, Yamhill County, Oregon, by authority of a resolution duly passed by the Board of Directors of said corporation does hereby make, dedicate, and set apart a strip...and any part of the "FIRST ADDITION TO OAKEN HILLS" as described in the accompanying Engineering's Certificate. This dedication is made for the use of the public forever of streets and works shown on said plat.

IN WITNESS WHEREOF, the President of said Corporation has executed this instrument this 28 day of August, 1977.

SIGNED

President

ACKNOWLEDGEMENT

State of Oregon
County of Yamhill

On the 28th day of August, 1977, before me personally appeared Dave E. Beckley personally known to me to be the President of J. Gresham Incorporated, an Oregon Corporation, who executed the foregoing instrument and acknowledged to me that he executed the said instrument for the said Corporation for the use therein set forth.

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

Secretary

NOTARY PUBLIC FOR THE STATE OF OREGON

My Commission Expires: June 8, 1979

APPROVALS

City of Willamina Planning Commission

Examined and approved this 31st day of August, 1977.

Chairman

Yamhill County Officers

Commissioner:

Name

Address

Sept 7, 1977

Commissioner:

Name

Address

Sept 7, 1977

Commissioner:

Name

Address

Sept 7, 1977

Surveyor:

Name

Address

Sept 7, 1977

Clerk:

Name

Address

Sept 13, 1977

All taxes due June 30, 1976 and prior are paid as of September 7, 1977.

The Collector's signature by deputy

Date: 9-7-77

Notary: [Signature]

Date: 9-7-77