FILM 131 PAGE 343

PROTECTIVE COVENANTS

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

Dated at Lake Oswego, Oregon this 19TH day of JULY, 1978.

Gordon Hobbs (SEAL)

STATE OF OREGON,)
)
)
County of Yamhill.)

On this 19TH day of JULY, 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-AK 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.

SUSAN C. ROOD NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon
My Commission expires: 10/20/80

NORTHWEST TITLE COMPANY

PROTECTIVE 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 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 be 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 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.

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. 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.

13. 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.

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 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.

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 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.

18. 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.

64229 1200

STATE OF OREGON }
County of YAMHILL } ss

I, Wanda Catt, County Clerk in and for said County and State, do hereby certify that the within instrument of [illegible] was received and [illegible] by me duly regarded on Page 343 of Film No. 131 of the [illegible] of deeds for said County, on the 20 day of July AD 19 78 at 10:05 o'clock A M

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal
Wanda Catt, County Clerk

By Pamela Ollis
Deputy

YAMHILL COUNTY BOARD OF COMMISSIONERS
STATE OF OREGON

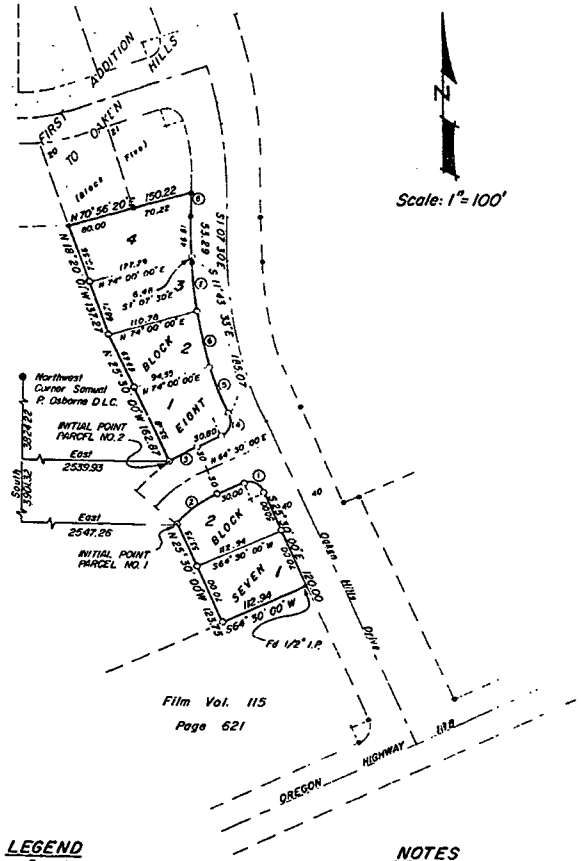
SECOND ADDITION TO OAKEN HILLS

A subdivision situated within the corporate limits of Willamina
Section 1, Township 6 South, Range 7 West of the Willamette Meridian
Yamhill County, Oregon

County of Yamhill } ss 59174

I hereby certify that the within instrument was received and duly recorded on Dec 28 1978 at 9:40 o'clock A.M. in Book M78 Page 58 for said County

YAMHILL COUNTY BOARD OF COMMISSIONERS STATE OF OREGON SEAL



LEGEND

- ● Denotes monuments found
- ○ Denotes iron rods set

NOTES

Bearings are based on Yamhill County Survey Map P-4937

CURVE DATA

NO.	RADIUS	Δ	LENGTH	TANGENT	CHORD	CHORD BEARING
1.	20.00	90°00'00"	31.42	20.00	28.28	S 70° 30' 00"E
2.	130.00	28°57'18"	65.70	33.57	65.00	N [illegible] 01' 21"E
3.	190.00	11°01'57"	36.59	18.35	36.53	S 59° 02'W
4.	20.00	86°49'35"	30.31	18.92	27.49	N 05° 13'E
5.	503.01	6°19'35"	55.54	27.80	55.51	N [illegible] 09° 48'W
6.	503.01	7°51'15"	68.95	34.53	68.90	N 12° 04' 23"W
7.	503.01	7°01'15"	61.64	30.86	61.60	N 4° 38' 07"W
8.	593.66	3°18'02"	34.20	17.10	34.19	N 2° 46' 31"W

SURVEYOR'S CERTIFICATE

I, Leonard A. Rydell, being first duly sworn, depose and say that I have surveyed and marked with proper monuments the land hereon shown as "SECOND ADDITION TO OAKEN HILLS", which is described in two parcels as follows:

PARCEL NO. 1 (Block Seven)

Beginning at the Initial Point of this parcel which is a 2-inch by 36-inch galvanized iron pipe set 6-inches below the surface of the ground at a point which is South 3901.32 feet and East 2547.26 feet of the Northwest corner of the Samual P. Osborn Donation Land Claim in Section 36, Township 5 South, Range 7 West of the Willamette Meridian, Yamhill County; thence on a 130.00 foot radius curve right (long chord bears North 50°01'21"East 65.00 feet) an arc distance of 65.70 feet; thence North 64° 30' 00"East 30.00 feet; thence on a 20.00 foot radius curve right (long chord bears South 70°30'00"East 28.28 feet) an arc distance of 31.42 feet to the west right-of-way line of Oaken Hills Drive; thence South 25°30'00"East 120.00 feet along the said right-of-way to the Northeast corner of a tract of land conveyed by JUDCO, INC., a Washington Corporation to the UNITED STATES OF AMERICA by Deed recorded 12 October 1976 in Film Volume 115, Page 621, Deed Records of Yamhill County; thence South 64°30'00"West 112.94 feet along the northerly line of said United States of America tract; thence North 25°30'00"West 123.75 feet to the point of beginning. Said tract containing 0.3534 acres.

PARCEL NO. 2 (Block Eight)

Beginning at the the Initial Point of this parcel which is a 2-inch by 36-inch galvanized iron pipe set 6-inches below the surface of the ground at a point which is South 3824.22 feet and East 2539.93 feet of the Northwest corner of the Samual P. Osborn Donation Land Claim in Section 36, Township 5 South, Range 7 West of the Willamette Meridian, Yamhill County, Oregon; thence North 25°30'00" West 162.87 feet; thence North 18°20'01"West 137.27 feet to the Southwest corner of Lot 20, Block 5, FIRST ADDITION TO OAKEN HILLS; thence North 70°56'20" East 150.22 feet along the South line of Lot 20 and Lot 21, Block 5 of said FIRST ADDITION TO OAKEN HILLS to the West right-of-way line of Oaken Hills Drive; thence on a 593.66 foot radius curve right (long chord bears South 2°46'31" East 34.19 feet) an arc distance of 34.20 feet along said right-of-way; thence South 1°07'30" East 53.29 feet along said right-of-way; thence on a 503.01 foot radius curve left (long chord bears South 11°43'33"East 185.07 feet) an arc distance of 186.13 feet along said right-of-way; thence on a 20.00 foot radius curve right (long chord bears South 21°05'13" West 27.49 feet) an arc distance of 30.31 feet; thence South 64°30'00"West 30.80 feet; thence on a 190.00 foot radius curve left (long chord bears South 56°59'02" West 36.53 feet) an arc distance of 36.59 feet to the point of beginning. Said tract containing 0.7459 acres.

I hereby certify that the accompanying plat is a true and correct drawing of the above described tract and is drawn to scale and all points are monumented in accordance with Oregon Survey Law.

Leonard A. Rydell

Leonard A. Rydell, P.L.S.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON SEPT. 30, 1975 LEONARD A. RYDELL 1437

Subscribed and sworn before me this 12th day of December, 1977.

NOTARY PUBLIC STATE OF OREGON

Linda Rae Paul

Notary Public for the State of Oregon
My Commission Expires 1/24/81

DEDICATION

Know all men by these presents that we, OR-AK CORPORATION, a corporation duly incorporated and existing under the laws of the State of Oregon, Gordon Hobbs, President and Ruth Anne Davis Hobbs, Secretary being the Owners, and THE COMMERCIAL BANK, M. R. Koelken, Assistant Cashier, being the mortgagees of the land described in the Surveyor's Certificate hereon made, do hereby make, establish, and declare that the annexed map of "SECOND ADDITION TO OAKEN HILLS" is a true and correct map and plat thereof, and all lots being of the dimensions shown.

OR-AK CORPORATION

President

COMMERCIAL BANK

Assistant Cashier

Secretary

STATE OF OREGON , SS
COUNTY OF Marion

On this day personally appeared before me the above named persons who acknowledged the foregoing instrument to be their voluntary act and deed.

In witness whereof I have set my hand and seal this 16th day of December, 1977.

Notary Public for the State of Oregon
My Commission expires 7-17-78

APPROVALS

Willamina Planning Commission
Chairman — Date 12/12/1977

YAMHILL COUNTY OFFICERS

Commissioner	John C. Macaulay	1/23/78
Commissioner	Chris L. Wenstrom	1/23/78
Commissioner		
Surveyor		2/6/78
Assessor		JAN. 23, 1978

All taxes due JUNE 30, 1978 and prior are paid as of JAN. 23, 1978

Tax Collector		Jan 23, 1978
Clerk		Feb. 3, 1978