COVENANTS AND RESTRICTIONS OF SAID

WHEREAS, J. GREGG INC., the owner in fee simple in the hereinafter described real premises which is now being subdivided and known as SPRING MEADOW to the City of Newberg, 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, the same to wit:

for a garage or sitting room accessory building located 20 feet:

All of SPRING MEADOW to the City of Newberg,
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 in an R-1 Zoning andduplex in an R-2 Zoning, not to exceed two 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 $15,000.00, based upon cost levels prevailing on the date 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: (a) No building shall be located on any
lot nearer to the front lot line or nearer to the side street line
than the minimum building setback lines shown on the recorded plat.

In any event, no building shall be located on any lot nearer than
20 feet to the front lot line, or nearer than 20 feet to any side
street line. (b) No building shall be located nearer than 10 feet
to an interior lot line, except that no side yard shall be required
for a garage or other permitted accessory building located 5 feet
or more from the minimum building setback line. No dwelling shall
be located on any interior lot nearer than 10 feet to the rear lot
line. (c) For the purposes of this covenant, eaves, steps and open
porches shall not be considered as part of a building, provided,
however, that this shall not be construed to permit any portion,
of a building on a lot to encroach upon another lot.

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. All purchasers
of lots or tracts within this subdivision, their heirs, successors,
and assigns shall use underground service wires to connect their
premises and the structure built thereon to the underground electric
or telephone utility facilities. (except for street lighting purposes)
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 or truck 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 by a builder to advertise the property during the construction or sale 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 line 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 intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
GENERAL PROVISIONS

1. 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 the 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 herein described have been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain said violation or to recover damages.

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

STATE OF OREGON
County of Yamhill

46167

STATE OF OREGON
County of Yamhill

BE IT REMEMBERED, That on the 23rd day of September 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named
Janice M. Hockert, Secretary-Treasurer of J. Greling, Inc.

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

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

Notary Public for Oregon
My Commission expires July 8, 1977