COVENANTS AND RESTRICTIONS

WHEREAS, J. GREGCIN INC., the owner in fee simple in the hereinafter described real premises which is now being subdivided and known as SPRING MEADOW STAGE 2 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, to-wit:

All of SPRING MEADOW STAGE 2 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 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 $15,000.00 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: (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, 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).

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 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.-b. 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 dated 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.-b. 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.-b. 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.

J. GREGG, INC.

STATE OF OREGON
County of Yamhill

BE IT REMEMBERED, That on the 29th day of June 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named
R. P. Steen, Vice-President of J. Gregg, Inc.

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 by official seal the day and year last above written.

Notary Public for Oregon
My Commission expires July 8, 1979

53239
THIS ADDENDUM, made this 16th day of July, 1979, by J. Gregcin, Inc., an Oregon Corporation, and,

WHEREAS, the above named corporation did install certain Covenants and Restrictions concerning certain real premises as described in Covenants and Restrictions recorded in Film Volume 11, Page 744, Deed and Mortgage Records, Yamhill County, Oregon, 4th,

WHEREAS, it is the desire of said corporation to clarify and make more definite Item No. 1. LAND USE AND BUILDING TYPE.

NOW THEREFORE, said paragraph is hereby amended to read as follows: 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. EXCEPT Lot 18, Block 1 and Lot 14, Block 11 which are approved for a multi-family site, to be built according to the site plan approved by the City of Newberg.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED that all other terms and conditions of the said Protective Covenants shall remain in full force and effect excepting as herein modified.

J. GREGCIN, INC.

STATE OF OREGON
County of Yamhill

On this 16th day of July, 1979 personally appeared Danny E. Hockett who, being duly sworn, did say that he is the President of J. Gregcin, Inc., an Oregon Corporation, and was signed in behalf of said Corporation by authority of the board of directors, and acknowledged said instrument to be his voluntary act and deed.

Danny E. Hockett - President

Notary Public for Oregon
My Commission Expires: Feb. 8, 1982
UNDERGROUND DISTRIBUTION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS. That J. Grugin Inc. & Newberg Land Complex of Oregon

(hereinafter called "the Grantees," whether one or more than one), for and in consideration of the payment of the sum of 110—100------------- Dollars ($100.00), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

(hereinafter called "the Grantor," whether one or more than one, its successors and assigns, a perpetual easement and right of way under and across the following described parcel of land situated in Yamhill County, Oregon, being a strip of land

five feet (5') in width on all side and rear lot lines of lots 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, and 15. All aforementioned lots being 4 block 12 of Spring Meadow Subdivision Phase 2 in Section 16, Township 3 South, Range 2 West, Williamette Meridian, Yamhill County; Oregon according to the duly recorded plat thereof as recorded on page 46 of book 9 in Yamhill County, Oregon plat records.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns for the following purposes, namely: the perpetual right to enter upon and to install, maintain, repair, rebuild, operate and patrol underground electric power lines and appurtenances, and also including, but not limited to, the right to install surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets and also temporary overhead utility service facilities during construction.

Grantees shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Grantees shall not build or erect any structure upon the right of way without the prior written consent of the Grantor.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after installation of said underground electric power lines, then in that event this right of way and easement shall terminate and all rights and privileges granted heretofore shall revert to the Grantor.

The Grantees hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantees, for themselves and their heirs and assigns, covenant to and with the Grantor, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantees have caused this easement to be executed this 28th day of September, 1977

STATE OF OREGON

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED, That on this 28th day of September, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Joseph H. Blackwell, General Partner, Newberg Land Complex of Oregon and Danny E. Hackett who is President of J. Grugin Inc. and R. P. Steen who is Vice President of J. Grugin Inc., an Oregon Corporation, known to me to be the identical individual as described in and who executed the within instrument and acknowledged to me that their execution thereof was 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 in Oregon.

My Commission expires July 6, 1979
COVENANTS AND RESTRICTIONS

WHEREAS, J. GREGGIN 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, to-wit:

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 a R-1 Zoning and duplex in a 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. **NIUSANCES**: 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 and 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 place 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.-b 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 period 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.-b. 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 violation or to recover damages.

3.-b. 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

I, Wanda Cott, County Clerk in and for said County and State, do hereby certify that the undersigned instrument of writing has been received and has been by me duly acknowledged.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

Wanda Cott, County Clerk

STATE OF OREGON

Deputy

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. Hockett, Secretary-Treasurer of J. Gregcin, 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 by official seal the day and year last above written.

Notary Public for Oregon