That R. A. NEUMANN and WILLA NEUMANN, his wife, and P. M. GROW and ALTA E. GROW, his wife, all of McMinnville, Oregon, being the owners of that certain tract of land described as SUNNYMEADOW ADDITION to the City of McMinnville, Yamhill County, Oregon, as shown by the duly recorded plat thereof in the office of the County Clerk of Yamhill County, State of Oregon, for and in consideration of the mutual covenants herein contained and the respective benefits flowing therefrom to the purchasers of any of the lots in said addition, do hereby establish the following restrictions to the use and enjoyment of said addition, and each and every part thereof:

(1) All lots in the tract shall be known and described as residential lots.

(2) No structure shall be erected, altered, placed, or permitted to remain on any residential building plot or 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.

(3) No building shall be erected on any lot nearer than 25 feet to, nor farther than 35 feet from the front lot line.

(4) No race or nationality other than those of Caucasian race shall use or occupy any building on any lot, except that the covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant on any such lot.

(5) The ground floor area of the main structure upon any lot, exclusive of one story open porches and garages, shall be not less than 800 square feet.

(6) No trailer, basement or garage erected on this tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on said tract.

(7) The covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1970, at which time said covenants and restrictions shall terminate.

(8) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
(9) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(10) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.

(11) A perpetual easement is also reserved over and across Lots 1, 2, 5 and 6 of Block 1, and Lots 2, 5, 6 and 9 of Block 4, 10 feet in width, for sewer installation and maintenance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 11th day of September, 1946.

R. A. Neuman (Seal)
Willa Neuman (Seal)
P. M. Grow (Seal)
Alta E. Grow (Seal)

STATE OF OREGON
County of Yamhill

On this the 11th day of September, 1946, personally came before me, a Notary Public in and for said county and state, the within named R. A. Neuman and Willa Neuman, his wife, and P. M. Grow and Alta E. Grow, his wife, to me personally known to be the identical individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely for the purposes therein named.

WITNESS my hand and notarial seal this the 11th day of September, 1946.

Eugene Grund
Notary Public for Oregon
My Commission expires June 17, 1949.