WHEREAS, the undersigned, are the respective owners of portions of the
hereinafter described real premises which has been subdivided and known
as ELMWOOD SUBDIVISION of the City of Newberg, Yamhill County, Oregon.

WHEREAS, it is the desire of the undersigned 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:

-----The initial point being on the Section line between Sections 17 and
18, T. 35S., R. 2W, W. M., Yamhill Co., Ore., at a point 600.00 feet North
of the South line of the Oliver J. Walker D. L. C. No. 53; said initial
point being also 298.57 ft. North of the East ¼ corner of said Sec. 18;
thence North, 984.00 ft.; thence West, 566.00 ft.; thence South, 234.07
ft.; thence East, 75.00 ft.; thence South, 160.00 ft.; thence West,
260.00 ft. to the East R/W line of State Hwy. 219; thence South, along
said R/W line, 358.13 ft.; thence West, along said R/W line, 5.00 ft.;
thence South, along said R/W line, 231.80 ft.; thence East, 696.00 ft.
to the point of beginning and the initial point.-----

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

2. ARCHITECTURAL CONTROL. No buildings shall be erected or placed
upon any lot until the construction plans and specifications and plans
showing the location structure have been approved by PAGE-WILLCUTS CON-
STRUCTION, the sub-divider or their successors or assigns in the interest
of the real premises as sub-dividers.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted
on any lot at a cost of less than $12,000.00 based upon cost levels pre-
vailing on the date these covenants are recorded, it being the intention
and purpose of the covenant to assure that all dwellings shall be of a
quality or workmanship an equal to 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.

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The ground floor area of the main structure, exclusive of one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

4. 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, nor 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 a 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.

5. 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 structures built thereon to the underground electric or telephone utility facilities.

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 other 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 or 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. 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.

10. SIGN 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 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.

GENERAL PROVISIONS

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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

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.

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

Dated this 1st day of April, 1969.

John M. Retherford
Julia I. Retherford
Robert L. Smith
Geraldine L. Smith
Hugo W. Schwabe
Hannah S. Schwabe
Gwendolyn S. Schwabe
Ellen R. Katz

PAGE-WILLCUTS CONSTRUCTION, a partnership

By

Ronald E. Willcut

By

William M. Page

STATE OF TEXAS

County of Harrison

ss.

On this 1st day of April, 1969, personally appeared the above
named JOHN M. RETHERFORD and JULIA I. RETHERFORD, husband and wife, and
acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Texas

My Commission expires: January 1969

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STATE OF OREGON
County of Yamhill ss.

On this 5th day of April, 1969, personally appeared the
named ROBERT L. SMITH and GERALDINE L. SMITH, husband and wife, and
HUGO M. SCHWABE and GWENDOLYN S. SCHWABE, husband and wife, and
ELLEN R. KRIZ, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me: ____________________________
Notary Public for Oregon

My Commission expires: June 4, 1971

STATE OF OREGON
County of Yamhill ss.

On this 5th day of April, 1969, personally appeared the within
named WILLIAM M. PAGE and RONALD E. WILLCUTS of PAGE-WILLCUTS
CONSTRUCTION, a partnership, and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me: ____________________________
Notary Public for Oregon

My Commission expires: June 4, 1971

[Signature]
County Clerk
Yamhill County Court
112 E. College
Newberg, Oregon
97132

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