VENICE PARK PROTECTIVE COVENANTS:

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, closed or permitted to remain on any lot other than one detached single family dwelling not to exceed 1 1/2 stories in height, and a private garage for not less than two cars. (Two story house on approval).

2. Dwelling Size: The ground floor area of the main structure, exclusive of one-story open porches and garage, shall not be less than 1,300 square feet for a one-story dwelling nor less than 1,200 square feet with daylight basement. All plans and plot plans must be approved by Sellers.

3. Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than twenty-five (25) feet to any side street or road; nor nearer than ten (10) feet to any interior lot line; nor nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, a fence, steps and open porches shall not be considered as a part of a building; however, this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become a nuisance or an annoyance to the neighborhood. No trees shall be planted or left standing that would now or in the future obstruct the view of adjoining property owners. Board fences, not to exceed four (4) feet in height, allowed unless by consent of adjoining property owners.

5. Occupancy and Completion Time: No dwelling shall be occupied permanently or temporarily prior to 100% completion. Any dwelling shall be completed within one (1) year from start of construction.

6. Temporary Structures: No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other out buildings will be used on any lot at any time as a residence either temporarily or permanently.

7. Sign: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or sign of not more than five square feet advertising the property for sale or rent, or signs used by a building to advertise the property during construction and sales.

8. Oil and Mine Operations: All mineral and oil rights to be vested in owner of original subdivision.

9. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for either domestic or commercial use. Household pets may be kept providing they do not cause discomfort to neighbors by barking, howling or other obnoxious activities.

10. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste except in sanitary containers regularly serviced by a regular garbage collection service.

11. Water Supply: Sellers agree to install a meter, meter box and cut-off valve on each lot at current city of Dundee water rate.

12. Sewage Disposal: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the Oregon State Board of Health and the Yamhill County Sanitarian and have their approval.
13. Terms: 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 have been recorded, agreeing to change said covenants
in whole or in part.

14. Enforcement: Enforcement shall be by proceedings at law or in
equity against any persons or person violating or attempting to violate any
covenant either to restrain violation or to recover damages.

15. 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.

Dated October 28, 1966

LAND OWNER

[Signature]

STATE OF OREGON
County of Yamhill

Subscribed and sworn to before me this 28th day of October, 1966

Notary Public for Oregon.

My Commission expires Sept. 25, 1970
MODIFICATION OF RESTRICTIVE COVENANT

WHEREAS, on October 28, 1966, WILLIAM M. PAGE, MAURICE G. CHANDLER, and M. B. ROBBINS, executed certain protective covenants applicable to Viewmont Park, a subdivision of Yamhill County, Oregon, which covenants were recorded on November 2, 1966, in Film Book 56, page 398, Deed and Mortgage Records for Yamhill County, Oregon; and

WHEREAS, one of said covenants, designated number 8, provided as follows: "All mineral and oil rights to be vested in owner of original subdivision;" but that the owners of the original subdivision now desire to waive the benefit of said provision, and to delete the same from the Protective and Restrictive Covenants applicable to said subdivision; now, therefore,

For valuable consideration, the undersigned, WILLIAM M. PAGE and RUBY PAGE, his wife, MAURICE G. CHANDLER and ELLIOUIS CHANDLER, his wife, and M. B. ROBBINS and LEONE ROBBINS, his wife, being all the only owners of said subdivision, and being all of the parties, and their spouses, who executed the said Protective Covenants, do hereby waive covenant number 8 of the said Protective Covenants recorded in said Film Book 56, page 398, and agree to the deletion of said paragraph 8 thereafter for all purposes whatsoever.

Except as above stated, however, the said Protective Covenants are reaffirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, this modification has been executed the 12th day of June, 1967.

STATE OF OREGON,

County of Yamhill,

JACK REED, Deputy County Clerk of said County and State,

do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on the 8th day of July, 1967, at 3 p.m. o'clock, A.M.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal.

JACK REED, County Clerk

By:  

Deputy

STATE OF OREGON }

ss.

County of Yamhill 

BE IT REMEMBERED: That on this 12th day of June, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM M. PAGE and RUBY PAGE, his wife, MAURICE G. CHANDLER and ELLIOUIS CHANDLER and M. B. ROBBINS and LEONE ROBBINS, his wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

Notary Public for Oregon

My Commission expires:  09-25-1968

[Signature]

September 25, 1970
MODIFICATION OF RESTRICTIVE COVENANT

WHEREAS, on October 28, 1966, WILLIAM M. PAGE, MAURICE G. CHANDLER, and M. B. ROBBINS, executed certain protective covenants applicable to Viewmont Park, a subdivision of Yamhill County, Oregon, which covenants were recorded on November 2, 1966, in Film Book 56, page 398, Deed and Mortgage Records for Yamhill County, Oregon; and

WHEREAS, one of said covenants, designated number 8, provided as follows: "All mineral and oil rights to be vested in owner of original subdivision."); but that the owners of the original subdivision now desire to waive the benefit of said provision, and to delete the same from the Protective and Restrictive Covenants applicable to said subdivision; now, therefore,

For valuable consideration, the undersigned, WILLIAM M. PAGE and RUBY PAGE, his wife, MAURICE G. CHANDLER and ELOUISE CHANDLER, his wife, and M. B. ROBBINS and LEONE ROBBINS, his wife, being all and the only owners of said subdivision, and being all of the parties, and their spouses, who executed the said Protective Covenants, do hereby waive covenant number 8 of the said Protective-Covenants recorded in said Film Book 56, page 398, and agree to the deletion of said paragraph 8 therefrom for all purposes whatsoever.

Except as above stated, however, the said Protective Covenants are reaffirmed, and shall remain in full force and effect.

IN WITNESS WHEREOF, this modification has been executed the 12th day of June, 1967.

STATE OF OREGON

COUNTY OF YAMHILL

I, JACK BEEFER, County Clerk, do hereby certify that the within instrument of writing was received and has been by me duly recorded on Page 88728 of the Records of __________ for said County, on this __________ day of __________, 1967, at 9 o'clock A.M. In testimony whereof, I have hereunto subscribed my name and affixed my official seal.

JACK BEEFER
COUNTY CLERK

By ____________________________
Deputy

STATE OF OREGON

COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 12th day of June, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM M. PAGE and RUBY PAGE, his wife, MAURICE G. CHANDLER and ELOUISE CHANDLER and M. B. ROBBINS and LEONE ROBBINS, his wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

[Signature]
Notary Public for Oregon

My Commission expires: September 29, 1970
Dedication

Know all men by these presents that we, William M. Pope, Annie G. Chandler and M. R. Robbins, who are the owners in fee simple of the lots shown on the accompanying map of the Viewmont Park Addition, do hereby dedicate all lots shown on the same to public use and do hereby convey and assign all right, title and interest in the same to the City of Dundee, Oregon, for the purpose of laying out streets and streets and do hereby set our hands and seals this 1st day of July, 1966.

[Signatures]

Acknowledgement

[County of Yamhill] d.s.

Be it remembered that on this 1st day of June, 1966, before me, the undersigned Justice of the Peace of the County of Yamhill, in said State of Oregon, duly commissioned and qualified as such Justice of the Peace, personally appeared William M. Pope, Annie G. Chandler and M. R. Robbins, who said they executed the foregoing instrument and acknowledged the same.

In Testimony, Whereof, I have hereunto set my hand and seal this day and year first above written.

[Seal]

Notary Public for the State of Oregon
My commission expires [date]

Surveyor's Certificate

Richard M. Morris, being duly sworn, do say that I have carefully surveyed and marked on the printed map of the Viewmont Park Addition to the best of my knowledge, skill and judgment, the lots represented on the same map of Viewmont Park Addition as the property owners in fee simple, and have described the same on said lots as follows:

Lot 1, Block 1, having a line in said Block on the N.E. 1/4 of the S.E. 1/4 of Sec. 1, T. 12 N., R. 6 E.

[Seal]

Richard M. Morris
Subscribed and sworn to before me the 1st day of March, 1966

[Seal]

Notary Public for State of Oregon
My commission expires [date]
Approval

City of Dundee Ore.

Mayor

Recorder

Planning Commission

Yamhill County

County Judge

Commissioner

Commissioner

Commissioner

County Surveyor

Taxes paid to July 31, 1947

Sheriff

Attorney this...day of...1946

County Clerk

This is to certify I have a bond or have collected an amount for assessments. Please go to the...1946.

Assessor

By...