

Covenants, Conditions and Restrictions

Emert 2nd Addition Subdivision-Lots 1 to 19

City of lone

Morrow County, Oregon

BE IT KNOWN TO ALL BY THESE PRESENTS: That Grow lone, Inc, is sole owner of record of the real property located within the boundaries of the subdivision Emert 2nd Addition, platted as lots 1 to 19 an addition to the City 4f lone, Morrow County, Oregon, does hereby adopt restrictions regarding the use of said property as set forth below:

HOUSING PRACTICE; This development has no restrictive covenants or policies implied or written, which bar residency on the basis of race, religion, sex, profession or any other preference.

GENERAL PROVISIONS

The term "Grantor where ever used herein shall refer to Grow lone, Inc or any person or persons or corporation to the rights of the Grantor as set forth in these restrictive covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person or persons, corporation or association, including grantor, who shall hereafter assert or claim any right, title, claim or interest in and to the said real property or any part or parcel thereof whether as successors in title or otherwise, and whether voluntary or by operation of law. The term "Grantee" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

BUI DING RESTRICTIONS:

Properties in Emert 2nd Addition shall conform to R2 zone uses as per Zoning Ordinance #158 Section 3.20. No retail or commercial business shall be conducted from a dwelling; however, there shall be no restriction on a "cottage industry" where the business is conducted within the home via telecommunications. The purpose of this restriction is to prevent business traffic to and from a residence. No dwelling or residence on any lot shall be used for living purposed by ore persons than it was designed to accommodate comfortably.

A Development Permit shall be obtained from the City of lone prior to construction of a new structure or installation of a manufactured home. No dwelling or other building shall be erected on a lot nearer to any lot line than City of lone Zoning Ordinance #158 allows at the time of construction. No building shall be erected, altered, placed or allowed to remain on any platted lot other than those allowed by zoning ordinance. A dwelling not to exceed two (2) stories in height is required; a garage suitable for a minimum of two cars, and such other outbuildings as is necessary and for personal use on the properties within the platted lot boundaries and within the respective city Zoning is permissible. Basements and what are known as "daylight basements" shall not be counted as one story.

All manufactured dwellings shall be: new; double wide or larger; set on a concrete or block foundation; with a of 12" eaves on the front and sides.

MINIMUM DWELLING SIZE: The ground floor living area, exclusive of open porches and garages of any single story site built or manufactured dwelling, exclusive of open porches and garage, shall not be less than one thousand two hundred fifty (1,250) square feet; or if a two story site built or manufactured dwelling, the total living area on the

ground floor, exclusive of open porches and garage, shall be not less than one thousand (1,000) square feet.

COMPLETION OF CONSTRUCTION: All dwellings shall be completed and the exterior of the building painted or otherwise suitably coated within one year from the time construction is commenced. No dwelling shall be occupied until such time as the exterior of such dwelling has been completed and painted, and a certificate of occupancy has been issued by the appropriate public building authorities.

A. In some cases the Grantor shall allow the Grantee to purchase the "Right to Delay" building within one year for an undetermined period of time.

TEMPORARY STRUCTURES: No structure of a temporary nature, trailer, basement, tent, shack, garage or other outbuilding shall be used on any platted lot at any time as a residence, either temporarily or permanently.

A. Landowners may apply for a temporary use permit from the City of Lone for temporary placement of a recreation vehicle as described in Section 8.14 of Zoning Ordinance #158.

LANDSCAPING: All homes shall have some landscaping in the immediate area of the residence and such landscaping shall be maintained.

MAINTENANCE: Each platted lot shall be maintained in good and clean condition and free of hazards to adjacent properties and to the occupants thereof.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

NUISANCE: No noxious or offensive activity shall be carried on by the owner of any platted lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

WATER AND SEWAGE DISPOSAL: All plats shall have an approved connection to the City of Lone water supply. Sewage treatment must be in compliance with State, Federal and City code; a certified septic system or city treatment facility if available.

.SIGNS: No signs of any kind shall be displayed to the public view on any platted lot except one professional sign advertising the property for sale, or signs used by a builder/developer to advertise the property during the construction and sale period.

Necessary safety signs are exempted from this section. Also excepted from this section are suitable perimeter signs at or near public entrance ways to identify Emert 2nd Addition.

LIVESTOCK: No Horses will be allowed. All other livestock is subject to City of Lone Ordinance and regulation for property zoned residential.

SIZE: All platted lots in Emert 2nd Addition shall not be further subdivided.

ACCESS: All lot ingress and egress from the established roads shall be improved and promptly maintained in such a way as to avoid interference with the constructed drainage.

The protective restrictions and covenants herein provided shall be attached to and shall pass with the real property herein before conveyed to the Grantee, and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property and the successors in title and in interest to said real property, whether acquired through voluntary act or through operation of law.

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive five (5) year periods unless an instrument signed by a majority of the then owners of the platted lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either in restrain violations or recover damages. Should suit or action be instituted to enforce any of the foregoing conditions or restrictions after written demand for the discontinuance of a violation thereof and any failure to do so , the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursement allowed by law, such sum as the Court may adjudge a reasonable as attorney fees in such suit or actions.

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