

CONDITIONS, RESTRICTIONS, EASEMENTS AND SET BACK LINES
CAMBRIDGE MEADOWS SUBDIVISION, PHASE 3
Marion County, Oregon

Conditions, restrictions, easements and set back lines, including the terms and provisions thereof, as set forth in instrument executed by Vivian Joan Jeffers, subdivider.

1. RESTRICTIONS BINDING ON ALL PARTIES. Subdivider agrees with all of the parties hereto, who agree with subdivider and one another, and with their respective heirs and assigns that no land, parcel or lot of said subdivision will be conveyed except subject to all restrictions, covenants and conditions as contained herein, all of which said restrictions, covenants and conditions shall be inserted and are hereby declared inserted by reference or implications in any and all deeds to any part of said subdivision and further said restrictions, covenants and conditions are to be considered and in fact and law as covenants running with the land, binding said part so sold for the express benefit of each and every other part of this subdivision.

2. PRIOR APPROVAL FOR PLANS, ETC. Vivian Joan Jeffers and Tim Temple are hereby designated and named as the Architectural Control Board. In the event of death or incapacitation of Vivian Joan Jeffers, Tim Temple shall be granted the power to select another member of the Architectural Control Board. Should he not wish to serve on the Board or appoint another, then the record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Board and restore to it any of its powers and duties.

Grantees shall erect, place or alter no building in this subdivision until the building plans, specifications, exterior design, color and plot plan showing location of such building have been approved in writing, as to conformity, value, location and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to the topography and finished ground elevation, by the Architectural Control Board, or by its successors, provided that said plans, if not returned with objection within 30 days after their submission for approval as herein provided shall be deemed approved hereunder.

No single family residence shall be erected or placed on any lot which has an area less than 1,800 square feet unless otherwise approved by the Architectural Control Board. The term "square feet" shall not include porches, garages, overhangs, outside steps, eaves or basements.

3. APPROVED BUILDING MATERIALS. All roofing material for any building shall be of wood (shingle or shake) or bartile, unless otherwise approved in writing by the Architectural Control Board.

Exterior siding materials shall be natural wood, brick or stone. Use of T-111 or other such exterior siding materials must have prior written approval by the Architectural Control Board.

If certain man-made lap siding materials are used, the following design requirements are to apply unless otherwise approved in writing by the Architectural Control Board:

- a) The material must be approved
- b) No metal clips or metal joints may be used
- c) The material to be nailed on 16" centers or less
- d) 30% of the front of the dwelling, excluding the areas involved in the windows, garage doors, entry doors, are to be masonry. Masonry material does not include manufactured or cultured stone type material.

THE REMOVAL OF ANY TREE OVER TEN (10) FEET TALL MUST BE APPROVED BY THE ARCHITECTURAL CONTROL BOARD.

4. NO TEMPORARY STRUCTURES. Grantees shall erect, place or maintain on any one lot of this subdivision no building or structure save one single family dwelling house, and the outbuilding of such house, including a private garage. No uncompleted house, trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure be moved on to said subdivision from any other location. Outbuildings must have similar exterior finish to harmonize with main residence.

5. FENCES. No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 line connecting them at points twenty five (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 line with the edge of a driveway or alley pavement. The same sight-line limitations shall apply on every lot with ten (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 heights to prevent obstruction of such sight lines. No fence more than thirty six (36) inches in height shall be permitted to extend nearer to any street than the minimum set back line. Fences within forty (40) feet of a public street will be of wood or masonry and the design must be approved by the subdivider. No chain link fences will be allowed within forty (40) feet of a public street.

6. NO ANIMALS. No animals of any kind shall be raised, bred or kept on any lot, except dogs or cats or other household pets may be kept, provided that they are not bred, maintained or kept for any commercial purposes. It is agreed that no animal or household pet as described above or otherwise that interferes with the quiet or enjoyment of other residents of the tract, shall be kept on the parcel granted, nor shall any household pet be permitted untended on the streets or upon premises of other occupants of the subdivision.

7. NO TRADE OR BUSINESS. Grantees shall not park, nor permit to park any commercial vehicle such as logging trucks, dump trucks, etc., other than passenger automobiles, on the parcel, or on streets, except for the purpose of normal business deliveries or related activities. Grantees shall not permit, initiate or carry on any obnoxious or offensive business or other activity upon any lot; nor shall anything be done thereon which may be or become any annoyance to the neighborhood.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or for rent, or a sign not more than twenty-five (25) square feet used by the subdivider to advertise the property during the construction and sales period.

All boats, trailers, recreational vehicles, equipment, campers and the like must have screened off street parking and covered from view. No use of any lot or lots will be allowed that in any manner infringes on the rights of any abutting lot owner or lot owners, including, but not limited to, reflection from passive solar heating systems, or "ham" radio antennas or broadcast therefrom.

8. ONE YEAR COMPLETION RULE, MINIMUM REQUIREMENT, ETC. Any dwelling house or outbuilding constructed within the tract shall be erected and completed within one year after the construction of said building is commenced. No dwelling house shall be commenced, erected or completed which occupies fewer square feet of livable floor area, not including basement, nor any portion which, not including overhang, sets nearer to the street or sideline on which it abuts, than as specified in the following table:

AREA-----	Over 1,800 square feet, plus a two car garage (unless otherwise permitted in writing by Architectural Control Board)
FRONT SETBACK-----	20 feet (unless otherwise permitted in writing by Architectural Control Board)
SIDE SETBACK-----	7 foot one level and 8 foot two-story dwellings (unless otherwise permitted in writing by Architectural Control Board.)

9. NO WAIVER BY NON-ENFORCEMENT. The various restrictive measures and provisions of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision, and failure by the declarant or any other person or persons entitled so to do to enforce any measure of provision upon violation thereof shall not stop or prevent enforcement thereafter, or be deemed a waiver of the rights so to do.

10. VOIDING OF ONE PART NOT VOIDING ALL OF THIS AGREEMENT. If any covenants of this agreement be held unconstitutional, illegal or un-enforceable, the other covenants of this agreement shall not be affected by that fact. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein shall be lawful for any other persons owning any real property situated in said development of sub-division to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues such violation; all costs necessary to correct a violation of these restrictions shall be paid by the violator, including reasonable attorney's fees.

11. COVENANT RUNNING WITH THE LAND. It is agreed and declared that said restrictions and covenants shall be included in any and all conveyances and contracts relating to the sale or transfer of said property or any part thereof, and that such deed or conveyances of said tract or any part or portion thereof, shall declare that the conditions, covenants, restrictions and charges contained herein should, as to each owner of any other lot in said tract of land, his heirs, executors, administrators, accessors or assigns, operate as covenants running with the lands for the benefit of the remaining lots in said tract and their owners.

12. LANDSCAPING, WALKS & DRIVES. Seventy-five percent (75) of all walks and drives on any lot must be constructed of exposed aggregate concrete or asphalt pavement or of a material approved by the sub-divider. All front and side yards must be landscaped completely within six (6) months of occupancy. Each lot must be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. AGREEMENT BINDING ON PURCHASERS UNDER FORCED SALE. None of the provisions of this declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or deed of trust covering the real property shown on said map or any part thereof. It is agreed, however, that if any portion of said property is sold under foreclosure or by reason of such sale under any deed of trust, shall hold any and all property so purchased subject to all of the terms and conditions of this declaration.

14. BINDING ON HEIRS AND ASSIGNS. If the parties hereto, 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 development or sub-division 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 and other dues for such violations.

DATED this 7th day of June, 1988.

Vivian Joan Jeffers

STATE OF OREGON
County of Marion

This instrument was acknowledged before me on June 8, 1988 by
Vivian Joan Jeffers.

Barbara Longie
Notary Public for Oregon
My commission expires: 2-22-91

Return:

V. Joan Jeffers
3226 Fir Tree Dr. SE
Salem, OR 97301

STATE OF OREGON

County of Marion

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records:

Fee \$ 20.00

Hand Returned ☒

REEL
624

PAGE
321

JUN 8 2 41 PM '68

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY J DEPUTY

38/51

CAMBRIDGE MEADOWS - PHASE IV

A RE-SUBDIVISION OF A PORTION OF LOTS 1 THROUGH 3 OF CORNFORTH FRUIT AND DAIRY FARMS
LOCATED IN THE S.W. 1/4 OF SECTION 11, T 8 S, R 3 W, W.M.
CITY OF SALEM, MARION COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Clarence E. Barker
OREGON
CLARENCE E. BARKER
636

SCALE: 1"=50'
DATE: JULY 1, 1988

BARKER SURVEYING CO.
2501 25TH STREET SE
SALEM, OREGON 97302
PHONE 586-0880

NOTES:

1. In addition to easements shown hereon, all lots shall be subject to an easement 5.00' in width and adjacent to all front, side and rear lot lines for Public Utility purposes.

LEGEND:

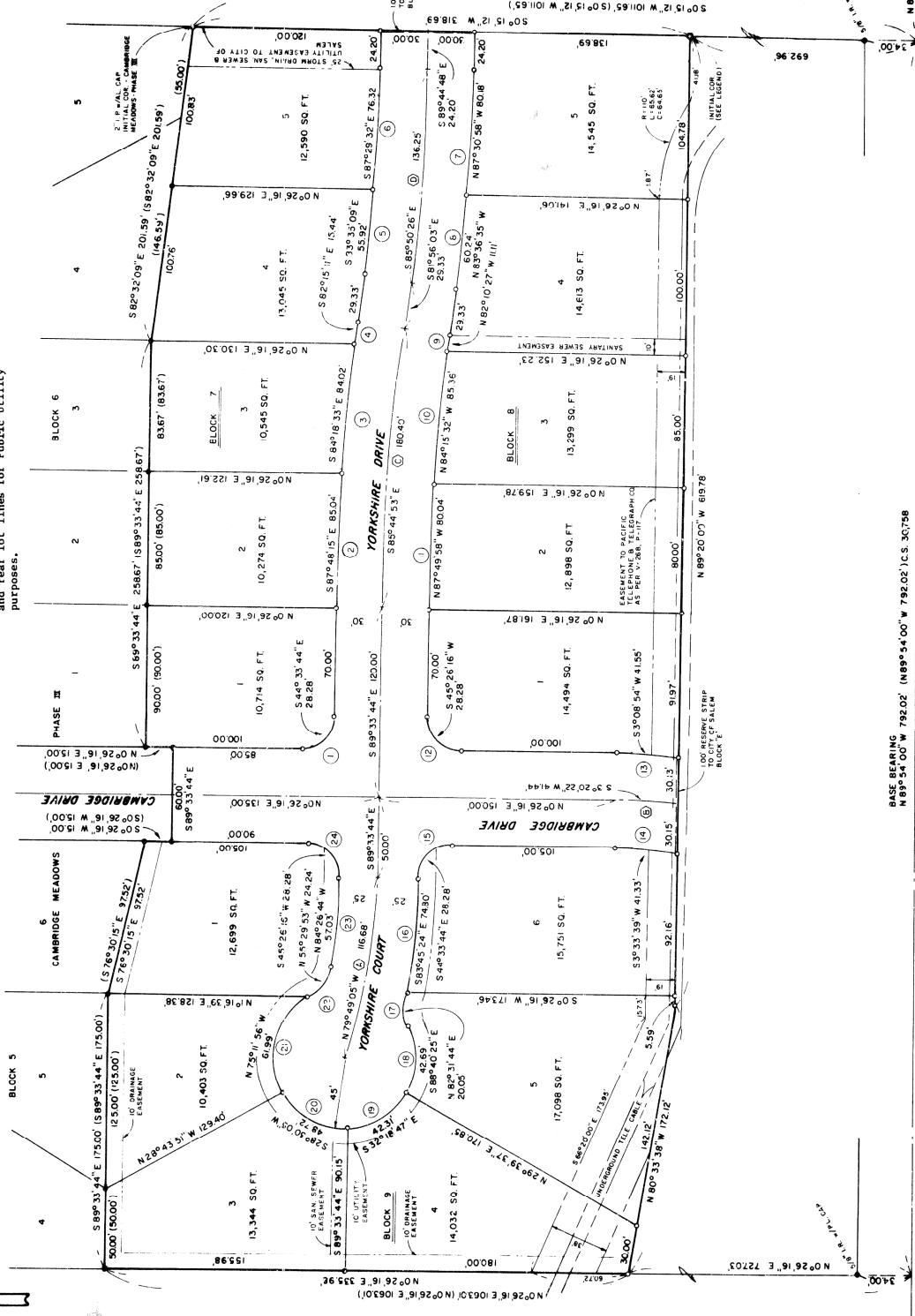
- Initial Corner - Set a 2 inch by 3/8 inch galvanized iron pipe 6 inches below ground surface. Set a 5/8 inch by 30 inch iron rod with a 2 inch aluminum cap stamped "Barker PLS 636" inside of said pipe and flush with the top thereof.
- Set 5/8 inch by 30 inch I.R. w/yellow plastic cap stamped "Barker PLS 636".
- Monuments Found are 5/8 inch by 30 inch I.R. w/yellow plastic cap stamped "Barker PLS 636" unless otherwise noted.
- "Bearing and Distance of Record"

CENTERLINE CURVE DATA:

No.	Radius	Delta	Arc Length
A	344.71'	19°29'17"	117.25'
B	409.05'	5°48'55"	41.46'
C	1356.00'	7°37'41"	180.53'
D	1000.00'	7°48'46"	136.36'

PROPERTY LINE CURVE DATA:

1	20.00'	90°00'00"	31.42'
2	1386.00'	3°30'58"	85.05'
3	1386.00'	3°28'26"	84.04'
4	1386.00'	0°38'17"	15.44'
5	970.00'	3°18'14"	55.93'
6	970.00'	4°30'32"	76.34'
7	1030.00'	4°27'41"	80.20'
8	1030.00'	3°21'05"	60.25'
9	1326.00'	0°28'48"	11.11'
10	1326.00'	3°41'21"	85.38'
11	1326.00'	3°27'32"	80.05'
12	20.00'	90°00'00"	31.42'
13	439.05'	5°25'28"	41.57'
14	379.05'	6°15'00"	41.35'
15	20.00'	90°00'00"	31.42'
16	369.71'	11°36'41"	74.92'
17	30.00'	39°02'27"	20.44'
18	45.00'	56°38'11"	44.48'
19	45.00'	56°05'06"	44.05'
20	45.00'	65°32'23"	51.47'
21	45.00'	87°03'50"	68.38'
22	30.00'	47°39'43"	24.96'
23	319.71'	10°14'00"	57.10'
24	20.00'	90°00'00"	31.42'



BASE BEARING
N 89°54'00\" W 792.02' (C.S. 30758)

E BOONE ROAD

SEC. 11

SEC. 14

15/85

A PORTION OF LOTS 1 THROUGH 3 OF CORNFORTH FARM
LOCATED IN THE SW 1/4 OF SECTION II, T 8 S, R 3 W, W.M.

[illegible]

9-22-88

Date _____

9-22-88

Date _____

9-23-88

Date _____

9-28-88

Date _____

9/23/88

Date _____

County Commissioner _____
County Clerk _____

County Commissioner _____
County Clerk _____

County Commissioner _____
County Clerk _____

County Commissioner _____
County Clerk _____

ATTEST:

Olsen H Davidson
County Clerk

CLARENCE E. BARKER
JULY 10, 1964
OREGON

Wilma J. Barker
WILMA J. BARKER
NOTARY PUBLIC - OREGON
COMM. EXPIRES 12/31/91

Subscribed and sworn to before me this 7th
day of July, 1988.

Sheet 2 of 2

Know all men by these presents that I, Vivian John Jeffers being the owner of the land described in the Surveyor's Certificate herein made and desiring to dispose of the same in lots have caused the same to be divided into lots and plotted, the name to be known as "GARDEN 100 - PHASE TWO" and hereby dedicate to the public use forever the streets and easements as shown hereon. I also certify that all cases and assessments levied against said land have been paid in full.

Witness my hand and seal this 9th day of May 1988.

Verain van la den

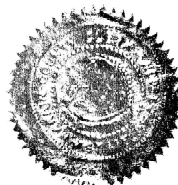
On this 9th day of July, 1988, personally appeared before me the within named Bryan Juan Jeffers, personally known to be the identical person described in and who executed the above instrument and who personally acknowledged to me that she executed the same freely and voluntarily for the uses and purposes herein named without fear or compulsion from anyone.

Wilma J. Baker
Notary Public for Oregon
My Commission Expires 6/12/91

COUNTY OF MARION 3-1-1938

I, Alan H. Davidson, County Clerk and Recorder, do hereby certify that the within plat was received and duly recorded by me in the Marion County Book of Town Plats, Volume 38, Page 51 on this 1st day of March, 1938. W. B. Davidson Clerk A. M.

Alan H. Davidson by _____
Clerk/Recorder _____ J-14



Taxes and Assessments on the above described property have been paid full to 11-20-34 1989

Delius Glennie by Fred Hant, Deputy
Tulsa County Tax Collector

16 SEPT. 1988

Planning Administrator, City of Salem
Date 9/14/88