After Recording Return To:

Wildcat Development Company
9110 NW Clay Pit Road
Yamhill OR 97148

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200813447

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DECLARTION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF JORDAN ESTATES

INDEX

Section 1. Use and Maintenance of Property
Section 2. Party Walls and Structural
Section 3. Obligation to Rebuild Townhouse
Section 4. General Provisions of the CCR's

COVENANTS, CONDITIONS and RESTRICTIONS of JORDAN ESTATES, a Subdivision in the City of McMinnville, County of Yamhill and State of Oregon.

These Covenants, Conditions and Restrictions (hereinafter referred to as CCR's) are made this 25 day of July, 2008 by Wildcat Development Company (hereinafter referred to as Declarant), an Oregon corporation. Wildcat Development Company is the developer of Jordan Estates, City of McMinnville, Yamhill County, Oregon with its final plat recorded in Yamhill County, Oregon. On the date of execution of these CCR's, Declarant was the owner of each of the platted lots in the subdivision. These CCR's shall run with the land and shall run with the land and shall burden each lot in the subdivision under the following terms and conditions:

Section 1. USE AND MAINTENANCE OF PROPERTY

1.1 Each lot owner in the Subdivision shall be responsible for the maintenance and repair of any and all improvements included in the area between their rear and side property lines and the nearest curb(s), including but mot limited to fences, brick walls and pillars, sidewalks, landscaping between brick wall and sidewalks, street trees, surface water drainage, private drainage systems that may exist on the property, roofs, gutters and down spouts, painting, staining and glass surfaces. Each owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard or offensive condition of any kind. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. Planting of landscaping materials shall begin within three months and be substantially complete within (9) months after the residence is completed. No owner shall permit the growth of noxious or annoying weeds on his property.

1.2 No boat, motorcycle, motor home, mobile home, pre-manufactured home, camper, trailer, play structure, or recreational vehicle shall be kept in open, public view in the Subdivision. Such items must be stored in a garage or in the side or backyard so long as it is fully screened from public view and not extending beyond the front of the home.

1.3 Easements as shown on the Subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement or the utility therein. The owner of any lot which has an easement shall maintain the easements area at his expense, except for improvement for which a public authority or utility is responsible.

1.4 No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than fourteen (14) days. No animals, livestock or poultry of any kind shall be kept on any Subdivision lot; however dogs, cats and other household pets may be kept if in compliance with local controls and it is the responsibility of each owner not to allow their pet to roam freely through the subdivision. In no case shall animals be kept for any commercial or breeding purposes.

1.5 All refuse shall be kept in sanitary containers and shall not be dumped in the Subdivision. Refuse containers shall be stored in the garage or screened from public view.

1.6 No trailer, van, bus, camper, truck, tent, garage, barn, shack, or storage structure located in the Subdivision shall be used as a residence, either permanently or temporarily.

1.7 No roof mounted antenna of any kind shall be erected on any dwelling or building. No dish style antenna or satellite antenna with a diameter of three (3) feet or more shall be used in the Subdivision.

1.8 No sign of any kind shall be posted on any lot except for one sign with a maximum size of 18 inches by 24 inches advertising the property for sale or rent.

Section 2. TOWNHOUSE PARTY WALLS AND STRUCTURAL

2.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on, or immediately adjacent to and parallel with, the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.2 Sharing of Repair and Maintenance. A party wall shall be maintained in good and safe condition. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. OBLIGATION TO REBUILD TOWNHOUSE

3.1 Damage and Destruction Affecting Townhouse Residences: Duty to Rebuild. If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

3.2 Time Limitation. The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence thereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within twelve (12) months after the damage occurs, unless prevented by causes beyond their reasonable control.

Section 4. GENERAL PROVISIONS OF THE CC&R'S

4.1 These CCR's shall run with and burden each of the Subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

4.2 (a) unless extended, revised or repealed, these CCR's shall expire after thirty (30) years. (b) These CCR's may be extended by recording, within sixty (60) days of the expiration date, a written instrument, signed by 80% or more of the Subdivision lot owners, which state their intention to extend the CCR's life. Any extension must be for a minimum of two (2) years and maximum of ten (10) years. The same procedure shall apply for successive extensions.

4.3 Any modification, repeal or amendment to these CCR's must be executed and recorded by Declarant as long as Declarant holds legal title to any lot in the Subdivision.

4.4 Limitation of Liability of Declarant: Neither Declarant nor any officer, director or employee thereof shall be liable to any owner or on account of any action of failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

4.5 Enforcement: should any person violate or attempt to violate any provisions of these Covenants, Conditions & Restrictions, the Declarant or any other person or persons owning any lots within Jordan Estates at its or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these Covenants, Conditions & Restrictions, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Wildcat Development Company

BY: _____
Steven J. Reimann, President

STATE OF OREGON)
)SS
County of Yamhill)

Personally appeared before me this 31 day of July, 2008, Steven J. Reimann who, being duly sworn did say that he is the President of Wildcat Development Company, an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

_____
Notary Public – State of Oregon
My commission expires: 3/13/10

OFFICIAL SEAL
JOELY D. ROBERTS
NOTARY PUBLIC – OREGON
COMMISSION NO. 402360
MY COMMISSION EXPIRES MAR. 13, 2010

5/5

JORDAN ESTATES

A Re-Plat of Lots 4 & 5 of Block 4, COLLEGE SIDE ADDITION

City of McMinnville File No. S 1-08

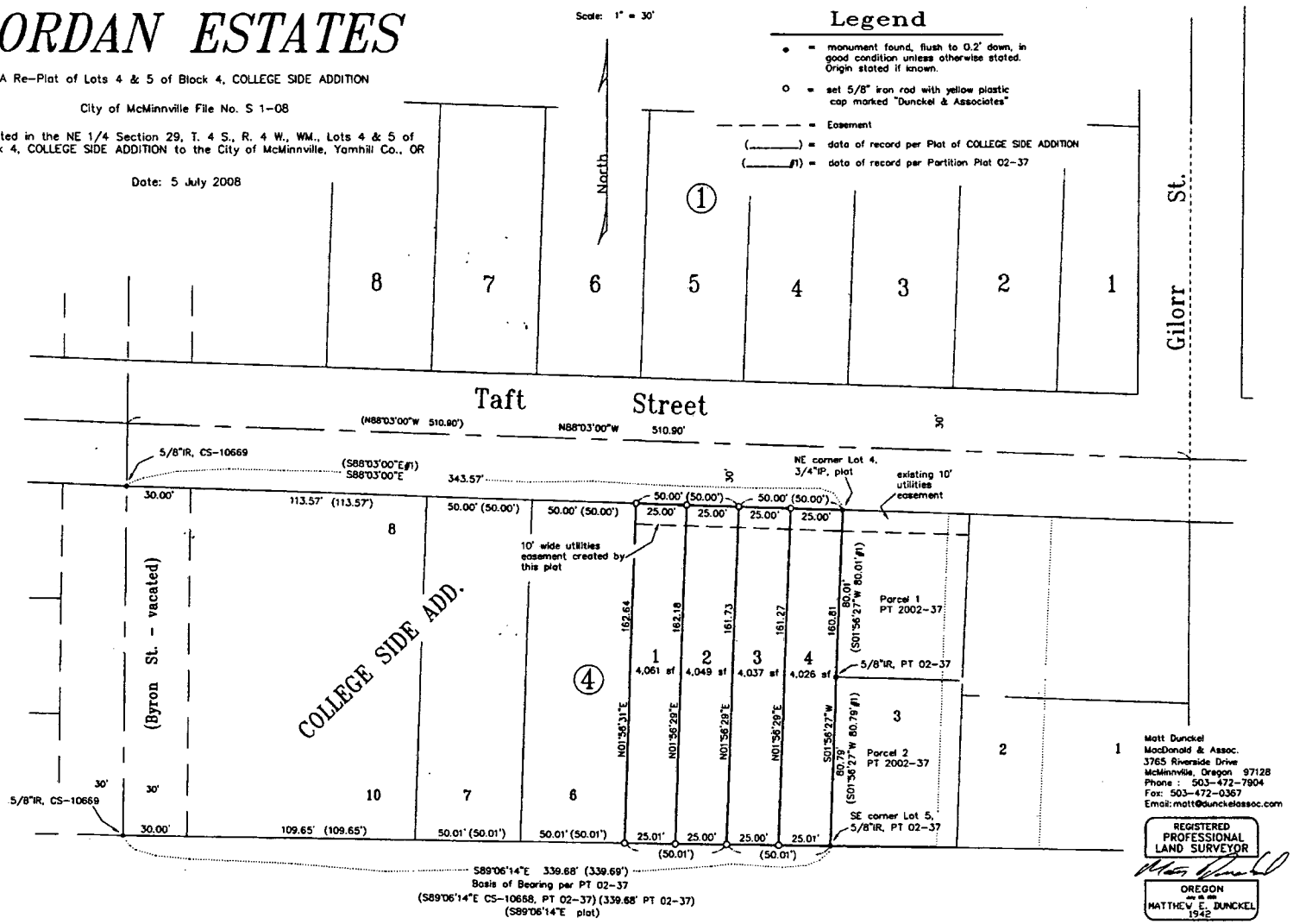
Located in the NE 1/4 Section 29, T. 4 S., R. 4 W., WM., Lots 4 & 5 of Block 4, COLLEGE SIDE ADDITION to the City of McMinnville, Yamhill Co., OR

Date: 5 July 2008

Scale: 1" = 30'

Legend

- • = monument found, flush to 0.2' down, in good condition unless otherwise stated. Origin stated if known.
- o = set 5/8" iron rod with yellow plastic cap marked "Dunckel & Associates"
- — — — = Easement
- (_____) = data of record per Plat of COLLEGE SIDE ADDITION
- (_____#1) = data of record per Partition Plat 02-37



Matt Dunckel
MacDonald & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: matt@dunckelassoc.com

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
MATTHEW E. DUNCKEL
1942
Renewable 31 December 2009

 6578

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
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Date: 5 July 2008

City Approvals:

[signature] 7/15/08
City of McMinnville Date
Planning Commission Chair
File No. S 1-08

[signature] 15 July 08
City of McMinnville Date
Community Development Director

[signature] 7.15.08
City of McMinnville Date
Water & Light Commission

County Approvals:

[signature] 7/17/08
Yamhill County Surveyor Date

[signature] 7/21/08
Yamhill County Tax Assessor Date

Pursuant to O.R.S. 92.095.
Taxes have been paid or bond posted to this
date: 6-30-2009
[signature]
Yamhill County Tax Collector

not available
Yamhill County Commissioner Date

[signature] 7-21-08
Yamhill County Commissioner Date

[signature] 7-21-08
Yamhill County Commissioner Date

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DECLARATION

KNOW ALL MEN BY THESE PRESENTS that WILDCAT DEVELOPMENT COMPANY is the owner of the lands represented on the attached map and more particularly described in the Surveyors Certificate, and has caused said lands to be platted into lots and easements as shown and noted on the attached map, and does hereby grant all easements for the purposes shown and noted on the attached map.

[signature]
STEVE REIMANN, President
WILDCAT DEVELOPMENT COMPANY

Acknowledgement

STATE OF OREGON)
)ss.
COUNTY OF YAMHILL)

On this 9th day of July, 2008 did personally appear STEVE REIMANN in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

[signature]
Notary Public SIGNATURE
Debra Blankenship
Notary Public – Oregon (print name)
Commission Number: 425021
My Commission Expires: March 8, 2012

Notes

(1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 200813946 Yamhill County Deed Records.

(2) Pursuant to City of McMinnville Ord. 4282, a park fee shall be paid for each lot at the time of application for a building Permit.

Narrative

The purpose of this survey is to Re-plat Lots 4 and 5 of Block 4 of COLLEGE SIDE ADDITION into the 4 lots as shown. This survey is based on monuments and measurements of Yamhill County Partition Plat No. 2002-37 and CS-10669. I have held the monuments of Partition Plat No. 2002-37 for the east line of Lot 4. The west line is set at plat distance from the east line. The basis of bearing is along the south line of COLLEGE SIDE ADDITION per Partition Plat 02-37.

SURVEYOR'S CERTIFICATE

I, Matt Dunckel, do hereby certify that I have correctly surveyed and marked with proper monuments the land hereon shown as JORDAN ESTATES, the boundary of which is described as follows:

Lots 4 & 5 of Block 4, COLLEGE SIDE ADDITION to the City of McMinnville, Yamhill Co., OR

[signature]
Matt Dunckel
MacDonald & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone : 503-472-7904
Fax: 503-472-0367
Email: matt@dunckelassoc.com

REGISTERED PROFESSIONAL LAND SURVEYOR
[signature]
OREGON
July 15, 1998
MATTHEW E. DUNCKEL
1942
Renewable 31 December 2009

6578