DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARRWOOD P. D., A RESIDENTIAL COMMUNITY

The undersigned, owners of all the real property included in Arrowood P.D., a plat duly recorded August 29, 1980 in Cabinet A, Slot 195, Plat Records of Yamhill County, Oregon, hereby adopt the following covenants, conditions and restrictions for the purpose of advancing and protecting the value, desirability and attractiveness of said property.

These covenants, conditions and restrictions shall constitute the covenants to run with the land and shall be binding upon all persons having or acquiring any right, title, or interest in the land or any part thereof, and shall inure to the benefit of each owner thereof.

GENERAL RESTRICTIONS:

1. All mobile homes shall be a double wide unit and be constructed with a non-reflective pitched roof with eaves. Acceptable roofing materials include composition roofing, split shingles and tile. Metal roofing is not an acceptable roofing material.

2. All mobile homes shall be maintained in good condition and repair and shall be kept painted to remain aesthetically compatible with other mobile homes in the subdivision. Hitches must be removed.

3. Every lot shall be landscaped within eight (8) months after the mobile home is moved onto the site.

4. All zoning and building requirements of the City of McMinnville shall pertain to all sites except reduction of rear yard setback to 15 feet.

5. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste, rubbish, trash, or garbage shall only be kept in the closed containers for storage of garbage.

6. No storage or accessory buildings shall be placed in the front yard.

7. No tent, shack, garage or other outbuilding, constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.

8. No unlicensed cars, car bodies, or any other unsightly objects will be allowed on any lot.

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9. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial business shall be conducted from the property.

10. No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised therein for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid them being a nuisance to other lot owners.

BUILDING RESTRICTIONS:

1. All mobile homes shall be placed on solid concrete strip footings not less than 6" thick and 12" wide. All pier block spacing to be according to code. All homes shall be skirted within 90 days of being set.

2. All mobile homes when installed shall be "pitted" for esthetic looks. All units shall be set with a minimum clearance of 12 inches between existing ground and the lowest point on the floor joists of the unit.

3. No structure other than a mobile home may be placed on this property. The exception to this is so indicated by the Recorded Plat and referred to in Ordinance #4030.

4. All front yards shall be a minimum of 20 feet from the building to the front property line.

5. All carports, garages or covered patios shall be a minimum of 20 feet from the front property line, a minimum of 15 feet from the rear property line, and 7.5 feet from the side property lines.

6. Each lot owner shall submit to the McKinneyville Building Department for their approval prior to the setting of a home three site plans showing the location of the home and proposed building in relation to all property lines.

7. All accessory buildings are to have a minimum of 70 square feet of floor area and be less than 10 feet in height to its tallest point above grade, except that garages may exceed 10 feet in height.

8. No add-ons will be permitted to the mobile home with the exception of garages or carports or additional storage area.

9. Each mobile home lot owner shall build either a carport or a garage and shall enclose a minimum of 70 square feet for accessory storage. Construction of a required storage building shall be completed within 60 days after occupying the premises. Only lawn furniture may be stored on decks. All exterior construction material must be of the like or a similar design and color.
10. All buildings which may be placed or constructed on any portion of the tract, excepting the portions or whole thereof constructed of brick, metal, or stone, shall be painted or process painted as to the exterior within six (6) months of the date said buildings are completed.

11. All driveways shall be concrete.

12. Easements for operating and maintaining an open channel drainage facility are reserved as shown on the recorded plat. Within those easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or in any manner impede the flow of water through drainage channels. The drainage easement of each lot and all improvements in it shall be maintained continuously by the owner of each lot.

13. All mobile homes shall meet structural and heating as well as plumbing and electrical codes as required by HUD regulations adopted June 15, 1976.

14. All electrical installations shall conform to national electrical code as amended and adopted by the State of Oregon regarding mobile homes.

15. All plumbing installations shall conform to the Uniform Plumbing Code as amended and adopted by the State of Oregon regarding mobile homes.

16. Sewer cleanouts shall be installed as per code.

17. Pressure regulators shall be installed on all meter supply lines where water pressure exceeds 60 pounds per square inch.

18. All plumbing lines above ground shall be protected against freezing.

19. All sewer lines outside of skirting shall be underground.

ENFORCEMENT:

1. These restrictions shall be deemed to be for the protection and benefit of each of the property owners or occupants of any portion of the above described subdivision, and it is hereby intended that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth. It is not implied nor at any time will the City of McMinnville be responsible for the enforcement of these restrictions.

2. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until 20 years from date at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the tracts it is agreeable to change said covenants in whole or part.

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3. Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 29th day of October, 1930.

[Signatures]

BY

[Signatures]

STATE OF OREGON, County of Yamhill ) ss: November 10, 1930

Personally appeared BERYLE SHUMWAY and RICHARD DONAHOO, to me known to be the individuals described in and who executed the foregoing instrument for themselves and as attorney in fact of LINDA McGUIREY and DAREL DONAHOO also therein described, and acknowledged to me that they signed and sealed the same as their voluntary act and deed and as the free and voluntary act and deed of the said Linda McGuirey and Darrel Donahoo for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Linda McGuirey and Darrel Donahoo are now living.

The undersigned, Notary Public for Oregon, affix my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]

Notary Public for Oregon
My Commission Expires: 3-30-81

Page 4: COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD P.O.
STATE OF OREGON, County of Yamhill ss: October 29, 1980

Personally appeared RANDALL HARTZELL and WALTER L. STAHLNECKER who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of YACOSCO, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 3-30-81

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ADDENDUM TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ARROWOOD P. D., A RESIDENTIAL COMMUNITY

THIS ADDENDUM, made this 8th day of January, 1981, by YACOSCO, INC., an Oregon corporation; and

WHEREAS, the above named corporation did install certain covenants, conditions and restrictions concerning real premises as described in Declaration of Covenants, Conditions and Restrictions recorded in Film Volume 136, Page 0470, Deed and Mortgage Records, Yamhill County, Oregon; and

WHEREAS, it is the desire of said corporation to amend said Covenants, Conditions and Restrictions;

NOW, THEREFORE, said Declaration of Covenants, Conditions and Restrictions for ARROWOOD P. D. is hereby amended by adding the following numbered paragraphs to the section entitled Building Restrictions:

20. That 15 foot front, exterior side, and rear yard setbacks and 5 foot side yard setbacks be allowed on all mobile home lots.

Continuous footage shall be 6 inches in depth by 16 inches in width, located directly under Chassis I Beam and under center line of unit at point of joining of two or more units such as double wide.

22. Minimum distance between floor joists and any ground shall be 18 inches. Maximum distance between bottom of Chassis I Beam and ground is 40 inches. EXCEPTION: If a pier over 40 inches is required (due to a sloping lot), use a double tiered pier with the blocks interlocked. In no case shall the pier exceed 72 inches, nor shall more than 20% of the total number of piers exceed 40 inches in height.

23. Adequate provision shall be made to prevent collection and retention of water under units. Drain lines or sump pump must be used. Units on sites that have been dug out to reduce elevation shall have adequate crawl space provided for maintenance of services.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED that all other terms and conditions of the said Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect excepting as herein modified.

IN WITNESS WHEREOF, Yacasco, Inc. has hereunto set its hand and seal the day and year above mentioned.

YACOSCO, INC.

By /s/ [Signature]
President

By [Signature]
Secretary
STATE OF OREGON  

County of Yamhill  

January 8, 1981  

Personally appeared RANDALL HARTZELL and WALTER L. STAHLNECKER who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of YACOSCO, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon 
My Commission Expires: 9-23-83

The undersigned also consent and join in the foregoing addendum modifying the original covenants, conditions and restrictions as recorded November 10, 1980 in film volume 156, page 0470, Yamhill County Deed and Mortgage Records.

DOROTHY WYSZ

IVY MAY HAILES

ROBERT SUCHY

BLANCHE SUCHY

F. ROGER BUMAN

EILEEN BUMAN

CARLIE A. BACON

OREN CROSSGROVE

RICHARD DONAHOO

LINDA DONAHOO

DECEASED

BILLY HUMWAY

BERYLE HUMWAY

Witnessed

ATTORNEY
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

RE-PLAT OF BLOCK 5 AND BLOCK 6 ARROWOOD P.D., A RESIDENTIAL COMMUNITY,
CITY OF McMINNVILLE, YAMHILL COUNTY OREGON

The undersigned, owners of all the real property included in Arrowood (Replat) P.D., a plat duly recorded 6/4/81, in Vol. 82, p. 50, Plat Records of Yamhill County, Oregon, hereby adopt the following covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

These covenants, conditions and restrictions shall constitute the covenants to run with the land and shall be binding upon all persons having or acquiring any right, title or interest in the land or any part thereof, and shall inure to the benefit of each owner thereof.

GENERAL RESTRICTIONS:

1. All mobile homes shall be a double wide unit and constructed with a non-reflective pitched roof with eaves. Acceptable roofing materials include composition roofing, split shakes and tile. Metal roofing is not an acceptable roofing material.

2. All mobile homes shall be maintained in good condition and repair and shall be kept painted to remain esthetically compatible with other mobile homes in the subdivision. Hitches must be removed.

3. Every lot shall be landscaped within eight (8) months after the mobile home is moved onto the site.

4. All zoning and building requirements of the City of McMinnville shall pertain to all sites except reduction of rear yard setback to 15 feet.

5. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste, rubbish, trash, or garbage shall only be kept in the closed containers for storage of garbage.

6. No storage or accessory buildings shall be placed in the front yard.

7. No tent, shack, garage or other outbuilding constructed or placed upon any portion of said tract shall at any time be used as a temporary or permanent residence.

8. No unlicensed cars, car bodies, or any other unsightly objects will be allowed on any lot.

Page 1 - COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARROWOOD P.D.
9. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial business shall be conducted from the property.

10. No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

11. No slick type metal siding will be permitted.

12. Homes adjacent to the golf course shall be earth tone in color.

BUILDING RESTRICTIONS:

1. All mobile homes shall be placed on solid concrete strip footings not less than 6" thick and 16" wide. All pier block spacing to be according to code. All homes shall be skirted within 90 days of being set.

2. All mobile homes when installed shall be "pitted" for esthetic looks. All units shall be set with a minimum clearance of 18 inches between existing ground and the lowest point on the floor joists of the unit.

3. No structure other than a mobile home may be placed on this property.

4. All front yards shall be a minimum of 15 feet from the building to the front property line.

5. All carports, garages or covered patios shall be a minimum of 20 feet from the front property line, a minimum of 15 feet from the rear property line, and 5 feet from the side property lines.

6. Each lot owner shall submit to the McMinnville Building Department for their approval prior to the setting of a home three site plans showing the location of the home and proposed building in relation to all property lines.

7. All accessory buildings are to have a minimum of 70 square feet of floor area and be less than 10 feet in height to its tallest point above grade, except that garages may exceed 10 feet in height.

8. No add-ons will be permitted to the mobile home with the exception of garages or carports or additional storage area.

9. Each mobile home lot owner shall build either a carport or a garage and shall enclose a minimum of 70 square feet for accessory storage. Construction of a required storage building shall be completed within 60 days after occupying the premises. Only lawn furniture may be stored on decks. All exterior construction material must be of the like or similar design and color. No carports will be allowed on lots adjacent to the golf course.
10. All buildings which may be placed or constructed on any portion of the tract, excepting the portions or whole thereof constructed of brick, metal, or stone, shall be painted or process painted as the exterior within six (6) months of the date said buildings are completed.

11. All driveways shall be concrete.

12. Easements for operating and maintaining an open channel drainage facility are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or in any manner impede the flow of water through drainage channels. The drainage easement of each lot and all improvements in it shall be maintained continuously by the owner of each lot.

13. All mobile homes shall meet structural and heating as well as plumbing and electrical codes as required by HUD regulations adopted June 15, 1976. No mobile home manufactured before 1982 will be permitted.

14. All electrical installations shall conform to national electrical code as amended and adopted by the State of Oregon regarding mobile homes.

15. All plumbing installations shall conform to the Uniform Plumbing Code as amended and adopted by the State of Oregon regarding mobile homes.

16. Sewer cleanouts shall be installed as per code.

17. Pressure regulators shall be installed on all meter supply lines where water pressure exceeds 60 pounds per square inch.

18. All plumbing lines above ground shall be protected against freezing.

19. All sewer lines outside of skirting shall be underground.

ENFORCEMENT:

1. These restrictions shall be deemed to be for the protection and benefit of each of the property owners or occupants of any portion of the above described subdivision, and it is hereby intended that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth. It is not implied nor at any time will the City of McMinnville be responsible for the enforcement of these restrictions.

2. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of said land and all persons claiming by, through or under them until ten years from date hereof, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the tracts it is agreeable to change said covenants in whole or part.
3. Invalidation of any one of these foregoing covenants, restrictions, or conditions or any portion thereof by court order, judgment or decree shall in no way affect any of the remaining provisions hereof which shall, in such case, continue to remain in full force and effect.

Dated this third day of June 1968

Yacosco, Inc. an Oregon Corporation

[Signatures]

Randall S. Hartzell, President

Walter L. Stahlnecker, Secretary

STATE OF OREGON,

County of Yamhill

On this 3rd day of June, 1968, before me appeared RANDALL S. HARTZELL and WALTER L. STAHLNECKER, both to me personally known, who being duly sworn, did say that he, the said RANDALL S. HARTZELL is the President, and he, the said WALTER L. STAHLNECKER is the Secretary of YACOSCO, INC., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and RANDALL S. HARTZELL, PRESIDENT, and WALTER L. STAHLNECKER, SECRETARY, acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Seal]

COUNTY CLERK

My Commission expires 03-09-1968

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