The undersigned, CONSERVATION, INC., a corporation, does hereby bind itself and its successors and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of the following described real property in Yamhill County, State of Oregon, hereinafter called "the tract" and which has been platted as a legal subdivision called BAKER CREEK PARK ADDITION to the City of McMinnville, to wit:

Parcel No. 1

Being a part of the Donation Land Claim of John O. Baker and Catherine Baker, his wife, in Township Four (4) South of Range Four (4) West of the Willamette Meridian in Yamhill County, State of Oregon, and said part being bounded as follows, to wit:

Beginning at a point 27.24 chains east and 39.21 chains north of the southwest corner of said Donation Land Claim, said beginning point being at the northwest corner of "Holzar" tract; thence running east along following the north line of the "Holzar" tract 17.49 chains; thence north 8.26 chains to the north line of the County Road and thence running south 8.51 chains to the place of beginning and containing 11.12 acres, more or less.

Said premises are subject to and encumbered with an easement of roadways 20 feet wide over and along the east and west ends thereof as excepted and reserved in the certain Warranty Deed given by Homer A. Baker and Anna A. Baker to H. S. Long December 31st, 1919, and recorded at page 299 of Volume 58 Record of Deeds for Yamhill County, Oregon, on the 3rd day of May, 1920.

Excepting the east 25 feet conveyed to Yamhill County, Oregon, for road purposes by deed recorded July 9, 1937, in Volume 12D page 179, Record of Deeds for Yamhill County, Oregon.

Also, except that part of said premises described as follows, to wit:

Beginning at a point on the north boundary of said 11.12 acre tract 25 feet west of the northeast corner of said tract; thence west along the south boundary of County Road 180 feet; thence south parallel with the east boundary of said tract 150 feet; thence east parallel with the north boundary of said tract 140 feet to a point due south of point of beginning; thence north 140 feet to the point of beginning.
Parcel No. 2

Being a part of the John G. Baker Donation Land Claim, Notification No. 31214, Claim No. 68 in Section 17, Township 6 North, Range 4 East, the Williamsdale Meridian, in Yamhill County, Oregon, and with more particularly described as follows:

Beginning at an iron pipe set on the division line of said claim, at point 134.0 feet north of the southwest corner of the east half of said claim; thence north along the division line 69.6 feet to iron pipe set on the southerly margin of Market Road #9; thence south 84°21' east along the southerly margin of said road, 795.3 feet to point of curve; thence following curve having a central angle of 97°00' and radius of 174.6 feet for a distance of 265.6 feet to iron pipe; thence south 24°39' west along the southerly margin of North Baker Street or County Road 309.0 feet to iron pipe; thence west 854.4 feet to place of beginning.

Save and except the west 25 feet of that certain 10.20 acre tract described in deed from James H. Allen recorded on page 269 of Vol. 121 of deed records for Yamhill County, Oregon, said strip of land for road purposes.

Also save and except being a part of the east one-half of the John G. Baker Donation Land Claim, Notification No. 31214, Claim No. 68 in Section 17 in Township 6 North, Range 4 East of the Williamsdale Meridian, in Yamhill County, Oregon, said part being described as follows:

Beginning at an iron pipe set on the south margin of Market Road #9 at a point 3107.70 feet north 00°11' east and 496.30 feet south 84°11' east from iron pipe at the southwest corner of the east one-half of said claim; thence south 84°21' east along south margin of said Market Road #9, 75.00 feet to iron pipe at beginning of road curve; thence southerly following around the westerly line of said Market Road #9 on curve having a central angle of 87°00' and radius of 174.6 feet, the long chord of which bears south 47°12' east 210.2 feet to iron pipe set on westerly margin of said road; thence south 84°49' east 277.3 feet to iron pipe; thence north 00°11' east 131.2 feet to beginning.

Parcel No. 3

A parcel of land located in the City of McMinnville, Yamhill County, Oregon, described as being a part of the East one-half of the John G. Baker Donation Land Claim, Notification No. 31214, Claim No. 98 and beginning at an iron pipe set on the East margin of 30th County Road at a point 25 feet East and 2060.96 feet North 00°11' East from an iron pipe at the southwest corner of the East one-half of said Baker Claim; thence north 00°11' East along the East margin of 40th County Road 243.40 feet to an iron pipe at the southwest corner of the smaller tract; thence south 84°49' East with the north line of the latter tract 596.77 feet to an iron pipe set on the westerly margin of North Baker Street; thence with 24°49' East with the westerly margin of said Baker Street 14.17 feet to an iron pipe; thence North 24°26' East 117.44 feet to the place of beginning.

Save and except that parcel of land being more particularly described as beginning at an iron pipe on the southerly margin of the above mentioned tract. West is 977.55 feet South 00°11' East and 3850.06.
feet North 00°11' East from the southeast corner of the East one-half of said Baker Claim; thence North 00°50' East 344.17 feet to an iron pipe; thence South 89°24' East 110.00 feet to an iron pipe, set on the Easterly margin of North Baker Street; thence South 02°50' West along the Easterly margin of said North Baker Street 344.17 feet to an iron pipe; thence North 89°24' West 140.00 feet to the place of beginning.

1. All lots in the tract shall be known and described as residential lots and they may be used only for residential construction and occupancy as hereinafter defined and limited.

No structure shall be erected, altered, placed or permitted to remain on any lot, except certain lots hereinafter particularly described in Section 8 hereof, other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not more than two automobiles, and outbuildings incidental to residential use of the lot. No structure may be placed upon two or more lots, but the entire structure shall be placed within the lines of a single lot.

2. No structure shall be located on any lot except certain lots hereinafter particularly described in Section 8 hereof, closer than 25 feet to the front lot line, or closer than 25 feet to any side street line, nor closer than 75 feet to any interior side lot line.

3. No residential structure shall be erected, placed or maintained unless the area occupied by the structure plus the area immediately surrounding it adjacent to the site of the structure totals at least 8,500 square feet or has a width of at least 70 feet at the front building setback line and is on or a single ownership.

4. No nuisance or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. No animals other than domestic pets shall be kept on any part of said property.

7. The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 800 square feet in the case of a one-story structure nor less than 600 square feet in the case of a two-story structure.

8. As to Lots 9, 10, 11, 12 and 13 in Block 4, that portion of the preceding covenant in Section 1 heretofore restricting to single-family dwellings shall not apply, but instead either a single-family or two-family dwelling may be erected or placed on each of such lots. Further, as to said Lots 9 to 13, both inclusive, in Block 4, the restrictions in Section 3 hereof forbidding encroachment closer than 7½ feet to any interior side lot line to be changed to permit encroachment up to but not closer than 6 feet from any interior side lot line. Except as in this Section 8 specifically provided all restrictions and covenants in this entire instrument shall apply to said Lots 9, 10, 11, 12 and 13 in Block 4.

The foregoing covenants, conditions and restrictions shall run with the land affected thereby and shall bind, and shall also benefit the benefit of all persons, firms, associations or corporations to whom or to which any part of the lands so made subject to them at any time now or hereafter until January 1, 1975, 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 lots, it is agreed to change said covenants in whole or in part.

In case of breach, or any other person, firm, corporation or association occupying, owning or claiming any of the lands affected by the foregoing covenants, restrictions or conditions, shall violate or attempt to violate any one of them, it shall be lawful for any other person, firm, corporation or association owning or occupying any of the lands which is also affected by them to prosecute any appropriate proceedings at law or in equity in his or its own behalf or in behalf of all other persons, firms and corporations similarly situated, either
to prevent such offering, procuring, or transportation, a violation of
the terms
provisions of this act to violate any agreement, contract, or restriction
for such violation or attempts to violate

In addition to any of the preceding sentences, violations of such
restrictions or conditions by judgment, decree, declaration, or other
order shall in no event affect any of the remaining same and they shall con-
tinue in full force and effect.

IN TESTIMONY WHEREOF, COMMERCE, INC. has caused these presents
to be executed by its President and its corporate seal to be affixed by the
Assistant Secretary thereto, duly authorized by its Board of Directors on
this 16th day of August, 1958.

COMMERCE, INC.

President

[Signature]

Assistant Secretary

STATE OF OREGON

COURT OF COMMON PLEAS

On this 16th day of August, 1958, before me appeared [Name]
and [Name], to me personally known, who being duly sworn, did say that he, the said
[Name], is the President and the said [Name], is the Assistant Secretary
of COMMERCE, INC., the within named corporation, and that the said affian-
to this 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 said [Name] and [Name] acknowledge said instrument to be the true copy and seal of said corporation.

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

[Signature]

[Commissioner's Stamp]

Commissioner Emigrant July 9, 1951
AMENDED PROPERTY RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that AIMIEE M. GARRIGUS and FOREST O. GARRIGUS, wife and husband, and WINIFRED M. DIX and MERLE S. DIX, wife and husband, of McMinnville, Oregon, are the owners of that certain tract of land described as Baker Creek Park Addition as shown by the duly recorded plat thereof filed in the office of the County Clerk of Yamhill County, State of Oregon, on the 31st day of December, 1957, hereby amend those certain property restrictions filed and recorded on the 18th day of August, 1950, at page 437, Volume 158, Deed Records, Yamhill County, Oregon, as follows:

(1) That paragraph 8 of said property restriction which reads as follows:

8. As to Lots 9, 10, 11, 12 and 13 in Block 4 that portion of the preceding covenant in Section 1 hereof restricting to single-family dwellings shall not apply, but instead either single-family or two family dwelling may be erected or placed on each of such lots. Further, as to said lots 9 and 13, both inclusive in Block 4, the restriction in Section 3 hereof forbidding encroachment closer than 1/2 feet to any interior side lot line shall be changed to permit encroachment up to but not closer than 6 feet from any interior side lot line. Except as in this Section 8 specifically provided all restrictions and covenants in this entire instrument shall apply to said lots 9, 10, 11 and 12, 13 in Block 4.

be and the same is eliminated therefrom.

(2) That the covenants, conditions and restrictions shall run with the land affected thereby and shall bind and shall also inure to the benefit of all persons, firms, associations or corporations to whom or to which any part of the lands so made subject to them at any time come or belong until January 1, 1983, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote by majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

(3) That the covenants, conditions and restrictions as set forth in that certain instrument designated as property restrictions
and recorded August 18, 1950, at page 537, Book 188, Deed Records, Yamhill County, Oregon, shall apply to the replat of Baker Creek Park Addition, and such covenants, conditions and restrictions are continued by the undersigned property owners as the same relate to the replat of Baker Creek Park Addition.

[Signature]

STATE OF OREGON

County of Yamhill

BE IT REMEMBERED That on this 3rd day of December, 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named AIMEE M. GARRIGUS and FOREST O. GARRIGUS, wife and husband, and WINIFRED M. DIX and MERLE S. DIX, wife and husband, who are 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 affixed my official seal the day and year last above written.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission expires December 7, 1951.
AMENDED PROPERTY RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Forest O. Garrigus and Aimee M. Garrigus, husband and wife, Merle S. Dix and Winifred M. Dix, husband and wife, Ken H. McCarley and Gladys C. McCarley, husband and wife, Floyd Hindman and Nola Hindman, husband and wife, Charles York and Hazel York, husband and wife, W. J. Kennedy and Mary Kennedy, husband and wife, and Raymond A. Manning and Pearl S. Manning, husband and wife, of McMinnville, Oregon, are the owners of all that certain tract of land described as the replat Baker Creek Park Addition as shown by the duly recorded replat thereof filed in the office of the County Clerk of Yamhill County, State of Oregon, on the 31st day of December, 1957, hereby amend those certain property restrictions filed and recorded on the 18th day of August, 1930, at page 437, Volume 158, Deed Records, Yamhill County, Oregon, as amended by certain property restrictions filed and recorded December 31, 1957, at page 320, Book 188, Deed Records, Yamhill County, Oregon, by adding a new paragraph designated as paragraph 9 to read as follows:

9. That a church and parsonage and other buildings incidental thereto may be erected upon Block 3, Baker Creek Park Addition to the City of McMinnville, Yamhill County, Oregon.

WITNESS our hands and seals this 18th day of March, 1959.

Forest O. Garrigus
Aimee M. Garrigus
Merle S. Dix
Winifred M. Dix
Ken H. McCarley
Gladys C. McCarley
Floyd Hindman

Nola Hindman
Charles York
Hazel York
W. J. Kennedy
Mary Kennedy
Raymond A. Manning
Pearl S. Manning
STATE OF OREGON

County of Yamhill

BE IT REMEMBERED, That on this 14th day of March, 1959, before me, a Notary Public in and for said County and State, personally appeared the within named Forest O. Garrigus and Aimee M. Garrigus, husband and wife, Ken H. McCrory and Gladys C. McCrory, husband and wife, Floyd Hindman and Nola Hindman, husband and wife, Charles York and Hazel York, husband and wife, W. J. Kennedy and Mary Kennedy, husband and wife, and Raymond A. Manning and Pearl S. Manning, husband and wife, who are 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 official seal the day and year last above written.

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission expires May 13, 1961

STATE OF OREGON

County of Yamhill, by JACK MEULLER, County Clerk in and for said County and State, do hereby certify that the within instrument of writing was received and hereunto subscribed and acknowledged in the County Court of Yamhill County, in and for the State of Oregon, on this 14th day of April, 1959, at 1:20 p.m., in the presence of two persons, who subscribed the same in the presence and allowed my official seal.

JACK MEULLER, County Clerk
Deputy

MRS. FOREST GARRIGUS
P.O. Box 304
McMinnville, Oregon