DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS RELATING TO

TO WHOM IT MAY CONCERN:

The undersigned, COMMONWEALTH, 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 G. 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 39.24 chains north of the southwest corner of said Donation Land Claim, said beginning point being at the northwest corner of "Holman" tract; thence running east and following along the north line of the "Holman" tract 12.50 chains; thence north 8.28 chains to the south line of the County Road now there; thence running westerly and following along the south boundary line of said County Road 12.57 chains; 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 incumbered with an easement of roadways 20 feet wide over and along the east and west ends thereof as excepted and reserved in that certain Warranty Deed given by Morgan A. Baker and Anna A. Baker to H. S. Long December 31st, 1909, and recorded at page 239 of Volume 58 Record of Deeds for Yamhill County, Oregon, on the 3rd day of May, 1910.

Excepting the east 25 feet conveyed to Yamhill County, Oregon, for road purposes by deed recorded July 9, 1943, in Volume 122, page 129, 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 180 feet to a point due south of point of beginning; thence north 150 feet to the point of beginning.

Parcel No. 2

Being a part of the John G. Baker Donation Land Claim Notification #1214, Claim #48 in Section 17, Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon, and said part being more particularly described as follows, to wit:

Beginning at an iron pipe set on the division line of said claim, at point 2543.0 feet north of the southwest corner of the east half of said claim: thence north along the division line 96[illegible].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, 725.1 feet to point of curve; thence following curve having a central angle of 87°00' and radius of 174.6 feet for a distance of 265.6 feet to iron pipe: thence south 2°39' west along the westerly margin of North Baker Street or County Road 309.0 feet to iron pipe; thence west 864.4 feet to place of beginning.

Save and except the west 25 feet of that certain 10.00 acre tract described in deed from James H. Allen and 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 #1214, Claim #48 in Section 17 in Township 4 South, Range 4 West of the Willamette 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 649.20 feet south 84°11' east from iron pipe at the southwest corner of the east one-half of said Claim: thence south 84°11' east along south margin of said Market Road #9, 75.00 feet to iron pipe at beginning of road curve: thence southeasterly following around the easterly line of said Market Road #9 on curve having a central angle of 87°01' 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 89°49' west 227.3 feet to iron pipe: thence north 00°35' west 151.2 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. 1214, Claim No. 98 and beginning at an iron pipe set on the East margin of 50 foot 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 a 50 foot County Road 483.65 feet to an iron pipe at the Southwest corner of the Wagner tract: thence south 89°49' East with the South line of the Wagner tract 839.72 feet to an iron pipe set on the Westerly margin of North Baker Street: thence south 2°50' West with the Westerly margin of said Baker Street 484.17 feet to an iron pipe; thence North 89°49' West 817.44 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 described tract, which is 702.55 feet South 89°49' East and 2060.96

feet North 00°11' East from the southwest corner of the East one-half of said Baker Claim; thence North 02°50' East 344.17 feet to an iron pipe; thence South 89°49' East 140.00 feet to an iron pipe set on the Westerly 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°49' 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 3 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 3 hereof, closer than 25 feet to the front lot line, or closer than 25 feet to any side street line, nor closer than 7 feet to any interior side lot line.

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

4. No noxious or offensive trade or activity shall be carried on upon any lot nor 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 outbuilding 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 hereof 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 restriction in Section 3 hereof forbidding encroachment closer than 7½ 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, 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 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, 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.

If the undersigned corporation, or any of its successors or assigns, 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 land 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 offending person, firm or corporation violating or [illegible] to violate such covenants from [illegible], or to [illegible] for such violation or attempted violation.

Invalidation in whole or in part of any of the foregoing covenants, restrictions or conditions by judgment, decree, declaration, or other court order shall in nowise affect any of the remaining ones and they shall continue in full force and effect.

IN TESTIMONY WHEREOF, COMMONWEALTH, INC. has caused these presents to be executed by its President and its corporate seal to be affixed by its Assistant Secretary thereunto, duly authorized by its Board of Directors on this 16th day of August 1950.

COMMONWEALTH, INC.

By [signature]
President

Attest [signature]
Assistant Secretary

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 16th day of August, 1950, before me appeared H. M. Hawkins and Shirley A. DeGeyer, to me personally known, who being duly sworn, did say that he, the said H. M. Hawkins, is the President and she, the said Shirley A. DeGeyer, is the Assistant Secretary of COMMONWEALTH, INC., the within named corporation, and that the seal affixed to said 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 H.M. Hawkins and Shirley A. DeGeyer 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 this the day and year first in this, my certificate written.

[signature]
Notary Public for Oregon

My commission expires: July 9, 1951

No. [illegible]

AMENDED PROPERTY RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that AIMEE 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 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, 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 a 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 7½ 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 158, Deed Records, Yamhill County, Oregon, shall apply to the replat of Baker Creek Park Addition, and such covenants, conditions and restrictions are confirmed by the undersigned property owners as the same relate to the replat of Baker Creek Park Addition.

Aimee M. Garrigus

Forest O. Garrigus

Winifred M. Dix

Merle S. Dix

STATE OF OREGON)
) ss
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.

Roger Ellis

NOTARY PUBLIC FOR OREGON
My Commission expires December 7, 1961.

AMENDED PROPERTY RESTRICTIONS

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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, 1950, 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 186, 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

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STATE OF OREGON)
) ss
County of Yamhill)

BE IT REMEMBERED, That on this 13th 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. 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, 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.

Willard L. Carling
NOTARY PUBLIC FOR OREGON
My Commission expires May 13, 1960

NOTARY PUBLIC STATE OF OREGON

5707

STATE OF OREGON, }
County of Yamhill, } ss.

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been duly recorded in Book ... of Volume ... of the Records of Deeds for said County, on the 14th day of April A. D. 59 1:30 o'clock P. M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.

JACK BEELER, County Clerk
By Dorothy Hemenway Deputy

2.50

Mrs. Forest Garrigus
P.O. Box 304
McMinnville, Oregon