DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARCLAY HEIGHTS SUBDIVISION AND NOTICE CONCERNING
POTENTIAL FUTURE ADJOINING CITY PARK OUTDOOR
AMPHITHEATRE DEVELOPMENT

RECITALS

Declarants, Anthony and Lilian Bell, and Wilburn and Darlene Johnson,
hereinafter referred to as Developers, are the owners of certain real property located
in the City of McMinnville, County of Yamhill and State of Oregon, known as Barclay
Heights, a duly recorded plat, (hereinafter sometimes jointly referred to as
"development").

Developers desire to create therein a residential community.

Developers desire to declare of public record their intent to create certain
restrictive conditions and covenants to the ownership of said property (hereinafter C
C and Rs).

THEREFORE, Developers do hereby establish and declare that the following C
C and Rs shall become and are hereby made a part of all conveyances of lots 1
through 28, inclusive, within the plat of Barclay Heights, recorded 1984, in Volume 4
Page 57462 of the Plat Records of Yamhill County, and the following C C and Rs shall
become a part of any such conveyances and shall apply thereto as fully and with the
same effect as is set forth at large therein.

ARTICLE 1

Section 1. Initial Development. Developers hereby declare that all of the real
property described above is held and shall be held, conveyed, hypothecated,
encumbered, used, occupied and improved, subject to the following C C and Rs, which
are adopted and stated for the purpose of protecting the value and desirability of, and
which shall run with, the real property, and shall be binding on all parties having any
right or title to, or interest, in the above described properties, or any part thereof, their
heirs, successors, and assigns, and enure to the benefit of each present and future
owner thereof.

Section 2. Annexation of Subsequent Phases of Barclay Heights. Developers
may from time to time annex or add to Barclay Heights any adjacent real property now
or hereafter acquired by them. The annexation or addition of such additional phases
of Barclay Heights shall be accomplished as follows:

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
75.00
199418379 11:04am 11/17/94
004 008722 12 05 000202
1 P02 15 9 75.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
a. Developers shall record a declaration which shall be executed by Developers, and shall, among other things, describe the real property to be annexed or added, establish any additional or different limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

b. The property included by any such annexation shall thereby become a part of these covenants, and Developers shall accept and exercise administration of these covenants with respect to such property.

c. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area or added area may:

(i) Establish such new land classifications and such limitations, restrictions, uses, covenants and conditions with respect thereto as Developers may deem to be appropriate for the development of the annexed or added property.

(ii) With respect to existing land classifications, establish such additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Developers may deem to be appropriate for the development of such annexed or added property.

ARTICLE II
DEFINITIONS

Section 1. Lot. "Lot" shall mean and refer to one of the numbered parcels on the plats referred to in the description of the property above.

2. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
Section 2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property described above, including contract sellers, but excluding those having interest merely as security for the performances of an obligation.

Section 3. Setback. "Setback" means the minimum distance between the dwelling house or other structure referred to and a given property line, unless otherwise indicated.

Section 4. Definitions. Other property terms shall be taken as defined in City of McMinnville Zoning Ordinance 3380, as contained in the city zoning ordinance, chapter 17.06

ARTICLE III

DESIGN REVIEW COMMITTEE

Section 1. Number of Committee Members. Plans for all houses to be constructed on any lot to be purchased under this Declaration shall be submitted to a Design Review Committee with three (3) members.

Section 2. Term of Members. Each member of the Design Review Committee shall serve for a period of three (3) years and until a successor has been elected, except that Developer will appoint one of the initial members for a one (1) year term, one of the initial members for a two (2) year term, and the third for a three (3) year term, so as to achieve staggered terms among the three members of the Committee.

Section 3. Election of Members: Annual Meeting. The Developer shall appoint the initial Design Review Committee and shall continue to make appointments to the Design Review Committee for a period of seven (7) years after the plat of the property has been filed, or until seventy percent (70%) of the lots within the property described herein have been sold, whichever event first occurs. Thereafter, Design Review Committee members shall be elected by a majority vote of the lot owners voting in the election, provided a quorum of the owners of ten lots are present. An election will be held on the second Monday of January of each year, or at such other time during the month of January as may be specified by the Design Review Committee. If less than a quorum appears, those appearing shall have authority to adjourn and reschedule meetings until a quorum appears.

The Design Review Committee shall notify all lot owners of the time and place of a meeting for the purpose of filling a vacancy at least thirty (30) days prior to the election. Each lot owner shall have one (1) vote for every lot owned, except that

3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
where more than one person holds an ownership interest in a lot, only one (1) vote for such lot shall be cast, as the owners thereof among themselves determine.

When an even number of persons have an ownership interest in a lot, and they are evenly split as to how a vote should be cast, then said lot owners shall not be entitled to cast any vote on such matter, but shall be counted for quorum purposes only. Notice of elections shall be given by first class mail to the lot owner(s) according to the property tax records of Yamhill County at the time notice is sent.

Section 4. Review of Plans. No construction will be permitted nor a building permit obtained without prior approval in writing of the Design Review Committee. Lot owners shall submit to the Design Review Committee the following:

a. Plans. The following plans must be furnished:

(i) Plot plan;
(ii) Foundation plan;
(iii) General floor plan and floor space area;
(iv) Plan elevation;
(v) Roof layout and materials specifications, including peak height above curb;
(vi) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
(vii) Exterior color swatch(es).

b. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

Section 5. Standard of Review. The Design Review Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE IV and is, in the judgement of the Committee, compatible with other homes in Barclay Heights, either existing or proposed. The Design Review Committee shall interpret the improvement and design standards set forth in ARTICLE IV and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
Section 6. Compliance with Governmental Regulations. Approval by the Design Review Committee shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within Barclay Heights.

Section 7. Scope of review; Committee Discretion. The Design Review Committee may withhold approval of plans and specifications because of their non-compliance with any of the specific C C and Rs contained in this Declaration, but also because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgement of the Committee, would render the proposed structure inharmonious with the general plan of Improvement of Barclay Heights. The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

Section 8. Deadline for Opinion. The Design Review Committee shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.

Section 9. Entry for Inspection. Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other C C and Rs provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry to inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

Section 10. Communications to Committee. All communications to the Design Review Committee shall be delivered to the Developer at its office in McMinnville, Oregon, until such time as the Developer’s interest is terminated (see ARTICLE VII, Section 4), at which time all communications shall be delivered to the Chair of the Design Review Committee at his or her mailing address, as shall be known at the annual meeting described in ARTICLE III, Section 3 above.

Section 11. Architectural Checklist. The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
Section 12. Liability. Neither the Design Review Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

ARTICLE IV

USE OF PROPERTY AND DESIGN STANDARDS

Section 1. Residential Purpose. No lot shall be used for any purpose other than residential purposes. To the extent permitted by the zoning and other governmental regulations, occupants of any home may give instruction in the arts and such similar activities such as music, as long as such activities do not detract from the nature of Barclay Heights as a high quality residential neighborhood.

Section 2. Size, Height and Materials.

a. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not more than two (2) stories in height, including the main floor level used for living, and not more than thirty-five (35) feet in height, unless permission is granted by the Design Review Committee. Every dwelling house constructed in Barclay Heights shall have a minimum ground floor area of 1,500 square feet of living space, exclusive of garage area, if a single level home, or at least 900 square feet of living space exclusive of garage area on the ground floor of a two-story residence with a total minimum living space, exclusive of garage of 1,500 square feet (exclusive of basement, if any). Each dwelling house shall have a private two (2) or three (3) car enclosed garage as part of, or attached to, the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior materials and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and shall in no event be used for dwelling purposes.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material unless the use of other than new material shall
have been reviewed and shall have received the written approval of the Design Review Committee.

c. Roofs shall be cedar, tile or, if approved by the Design Review Committee, an architectural grade of composition roofing. Roof pitches shall be a minimum of 5 in 12, unless the Design Review Committee approves a less restrictive pitch.

d. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; however, under no circumstances shall plywood, T-111-303, or any other panel-type siding be used. Brick, stucco and lap siding of any kind may be used, including "LP."

Section 3. Temporary Occupancy. No building shall be in any manner occupied while in the course of original construction or until it complies with all C C and Rs stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 4. Temporary Structures; Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No campers, motor homes, boats, boat trailers, utility trailers, tents, or nonoperable vehicles shall be permitted to be left where they shall be visible from the street or from contiguous property within Barclay Heights, for a period in excess of seven (7) days. If any such structure, vehicle, or boat is permanently stored on the premises, it shall be stored either inside a garage or detached structure or shall be physically obscured from view from the street or contiguous parcels by means of a fence or hedge-type landscaping. No vehicle of the type described herein shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville, or 24 hours, whichever is the shorter period.

Section 5. Fences.

a. Any fence constructed, erected, placed or maintained on a lot will be governed by all city ordinances. In addition, hedges or sight obscuring fences on any lot shall not exceed two and one-half (2- 1/2) feet in height in the front yard, or on the side yard forward of the building line with the greatest set back on the lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive to the owners or occupants thereof. The location, materials and design

7. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
of any proposed fence shall be approved by the Design Review committee prior to construction.

b. Notwithstanding subsection a. above, and subject to the approval of the McMinnville City Planning Director, with regard to any lot which abuts on more than one street, hedges or sight obscuring fences on said lot in a street side yard or back yard may be constructed up to six (6) feet in height, provided any such plantings or fence exceeding two and one-half (2-1/2) in height shall be set back a minimum of twenty (20) feet from the property line. The owner of said lot shall landscape and maintain the area between such fence and the curb.

c. All walls and fences constructed by Developer shall be maintained by the owner of the nearest lot adjacent thereto as to the portion of said wall or fence which is within the boundaries of said lot or would be within such boundaries if they were extended in a straight line to an intersection with said wall or fence.

Section 6. Exterior Colors. Exterior colors of any dwelling house, garage, shed, outbuilding or other structure must be approved by the Design Review committee.

Section 7. Commercial Vehicles. No commercial vehicles shall be permitted to be parked on any of the streets of the development for periods longer than those permitted by the ordinances of the City of McMinnville.

Section 8. Telecommunication Devices. No satellite dishes, visible from the street or adjacent lots, will be permitted on any lot. No television or radio aerials or rotary beams shall be erected or placed on any lot where any part of such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 9. Sidewalks and Driveways.

a. Sidewalks and paved or concrete driveways are required to be installed and maintained on all lots by lot owners at the lot owners' expense. All sidewalks and driveways shall be installed in conjunction with the completion of the dwelling. Sidewalks, 5' in width, shall be constructed one foot from the property line, creating a park strip between the sidewalk and the back of the curb a minimum of 5’6” in width.

Section 10. Landscaping Requirements. All yard areas on each lot, exclusive of buildings, shall be landscaped, except that rear yard may remain unplanted if fenced. All landscaping shall be installed in accordance with a landscaping plan approved by the Design Review Committee. Landscaping shall present a complete and finished look to the entire lot. The nature, kind of materials, and topography of the landscaping and its maintenance shall be consistent with the quality generally maintained in the neighborhood. All unbuilt yard areas shall

8. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
have their initial landscaping installed within nine (9) months from the date of building construction completion in accordance with the plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of landscaping. Front street tree-planting strip shall be maintained by homeowner of lot and sprinkler system shall be installed for front yard and for the street-tree planting strip.

The street-tree planting strip between the curb and the sidewalk shall be planted with grass and shall contain a sprinkler system to water the grass and street trees. Both grass and trees in the planting strip shall be maintained by the homeowner. Trees shall not be removed from the planting strip by the homeowner and shall be replaced with the same tree species, at the homeowners expense, if trees die or are damaged by vandalism.

Section 11. Completion of Construction. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

Section 12. Animals. No animals or fowl shall be raised, kept or permitted upon any lot or any part thereof except domestic dogs, cats, and caged pets kept within the dwelling house, provided said dogs, cats and caged pets are not kept, bred or raised for commercial purposes, or are kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 13. Nuisance. No noxious or offensive activity shall be carried on upon any lot, or on the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done or maintained thereon which may be or become a nuisance to the neighborhood or detract from its value as a high-class residential district.

Section 14. Vacant lots. Until such time as any lot owner constructs a residence on said lot, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars, and other types of vegetation which would infiltrate lawns of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other C C and Rs set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles.

Section 15. Easements.

a. Easements for installation and maintenance of utilities and drainage facilities are shown on the Barclay Heights Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities located within such
easements. The easement area of each lot and all improvements therein shall be continuously maintained by the lot owner, except for improvements for which a public authority or utility company is responsible to maintain. Roof and footing storm drains on the rear of lots 3, 4, 5, 6, 13, 14, 15, 16 and 17 of Barclay Heights shall be maintained at the expense of the property owners of the above lots, as directed by the City of McMinnville. These drains shall be inspected at least once every 5 years, at the joint expense of the affected homeowners and in the event a section of drain requires repair or cleaning, the property owners of lots, 3, 4, 5, 6, 13, 14, 15, 16 and 17 on which that drain section exists shall bear the expense of repair or cleaning which shall be carried out no later than 3 months after the need for repair or cleanout has been identified.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement of right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 16. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner’s lot. Political signs relating to an election shall be removed no later than one (1) week following election.

Section 17. No mobile homes, manufactured dwellings or modular homes.

No manufactured dwelling or mobile home (which include but are not limited to travel trailers, recreational vehicles, residential trailers, mobile homes and manufactured dwellings as presently defined in ORS 446.003), nor any modular homes (mean dwellings with major component parts, excluding trusses and walls, produced or manufactured off-site, nor any improvements that would meet one of these definitions, except that such improvement is declared to be or made real property through a statutory procedure or otherwise, shall be placed, used occupied or located, on or within the property. An owner of a permitted residence on the property may store or keep the owner’s travel trailer or recreational vehicle on the lot where the permitted dwelling is located, however, so long as the travel trailer or recreational vehicle is not used as a dwelling on the lot and is stored in conformance with the other requirements of the CCRs. This provision also does not prohibit the location of a temporary construction trailer or office on the property as required during construction, so long as such is used only for construction purposes.

10. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
ARTICLE V

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance.

a. It shall be the duty of the owner and occupant of each lot to maintain the entire site thereon in an attractive and neat condition, including, but not limited to:

(i) Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

(ii) Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

(iii) Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

(iv) Trees and shrubs, which shall be trimmed when necessary for the plant’s appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.

11. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
ARTICLE VI

ENFORCEMENT OF PROVISIONS

Section 1. Enforcement. Enforcement of the provisions hereof shall be by action at law or suit in equity against any persons or persons violating or attempting to violate any provision or provisions hereof brought by the Developer, the Design Review Committee, or any lot owner or owners.

Section 2. Binding Effects. The provisions contained in this Declaration shall bind and inure to the benefit of, or be enforceable by, the Developer, the Design Review Committee, and the owner or owners of any portion of said property and each of their respective legal representatives, successors, heirs and assigns. Failure by the Developer or by the Design Review Committee or by any of the property owners or their respective legal representatives heirs, successors or assigns at any time to enforce any of the C C and Rs herein contained, shall not be a waiver of the right to do so at any time in the future.

Section 3. Notice. Should the owner or occupant of any lot be in violation of any of the provisions of these C C and Rs, then, in addition to all other remedies available at law or in equity, or otherwise, the Developer, the Design Review Committee, or any lot owner shall have the right to proceed as follows:

a. A written notice setting forth with specificity the nature of the violation shall be mailed or delivered to the owner or occupant of the property. Delivery of this written notice shall be sufficient if it is sent by regular mail, postage prepaid; or hand delivered to an occupant of the property of the age of fourteen (14) years of age or older; or in the event the premises are unoccupied, by affixing the written notice to the front door of the home and mailing a copy to the owner as determined by the records of the County Tax Collector.

b. In the event the violation is not cured by the owner or the occupant of the premises within thirty (30) days of the date written notice is mailed, delivered or posted and mailed, as
provided in subsection 2 above, then Section 4 and/or 5 below may be followed.

Section 4. Right of Entry for Correction of Violations. After the procedures set forth in Section 3 above, the Design Review Committee shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the building or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall become a lien against the lot for the work performed, provided a lien for the labor, materials and equipment rental is filed in accordance with Oregon law.

Section 5. Legal Enforcement. After the procedure set forth in Section 3 above, or after Sections 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, or any owner shall have the right to enforce, by any proceeding available, at law or in equity, or otherwise, all C C and Rs, reservations and liens now or hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any C C and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Attorney Fees. In the event any suit, action, or other proceeding is brought to enforce the provisions of this Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation costs of enforcing these C C and Rs and a reasonable attorney’s fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney’s fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

13. DECLARATION OF CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
ARTICLE VII

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of or part of these C C and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment. The C C and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless terminated as provided herein. This Declaration may be amended or terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the owners of a majority of the lots. Such properly signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Yamhill County, Oregon.

Section 3. Construction. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of Developer’s Interest. Unless otherwise specified herein, once seventy percent (70%) of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.

Section 5. Limitation of Liability of Developer. Developer shall not be liable to any owner on account of any action or failure to act of Developer in performing his duties or rights hereunder, provided that Developer, in accordance with the actual knowledge possessed by him, acted in good faith.

Section 6. Right of Recision for Initial Buyers and Notification Concerning City Park Amphitheatre.

Potential buyers of lots in Barclay Heights are granted a three-day right of recision. Initial buyers of lots in Barclay Heights must sign a statement that they are aware of the fact that the adjoining property to the South of Barclay Heights is a city owned park which is scheduled to be an outdoor amphitheater when funds are eventually available to the McMinnville City Park Department for construction of the amphitheater. Such development is planned but not guaranteed.

14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARCLAY HEIGHTS
IN WITNESS WHEREOF, Developers have executed these C C and Rs this 16th day of November, 1994.

Anthony E. Bell, Developer
Lilian A. Bell, Developer
Willburn Johnson, Developer
Darlene Johnson, Developer

by Anthony E. Bell, Attorney-in-Fact
by Anthony E. Bell, Attorney-in-Fact
by Anthony E. Bell, Attorney-in-Fact
by Tony Bell, Attorney-in-Fact

Subscribed and sworn to before me this 16th day of November, 1994.

Sheri Lutz
Notary Public for Oregon
My Commission Expires: 02/06/98

STATE OF OREGON,
County of Yamhill ss.

On this the 16th day of November, 1994, personally appeared
Anthony E. Bell
Willburn Johnson
Darlene Johnson

who, being duly sworn (or affirmed), did say that he is the attorney in fact for
Lilian A. Bell, and
That he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principals.

Sheri Lutz
Notary Public for Oregon, My commission expires: 02/06/98

15. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BARCLAY HEIGHTS


BARCLAY HEIGHTS
AN R-2, P.D. SUBDIVISION

IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 4 SOUTH,
RANGE 4 WEST, IN THE SOLOMON GRANT DONATION, LAND CLAIM NO. 54,
CITY OF McMinnville, Yamhill County, Oregon.

OCTOBER 10, 1994
SHEET 2 OF 2

NOTE: PURCHASED TO CITY OF McMinnville ORDINANCE No. 4608. PARK FEES SHALL BE PAID BY
B 10 AT TIME OF APPLICATION FOR BUILDING PERMITS.

DECLARATION

KNOW ALL PERSONS OF RESPECT AND HONOR.

WHEREAS the person of respect and honor has purchased, in the name of the person of respect and honor, the
property described in the attached plan and deed of trust, and has executed the same
as Fnsch to the person of respect and honor, and in consideration of the
same, has executed these presents; and

NOW, THEREFORE, the person of respect and honor, and in consideration of the
same, and for the sum of $0.00, has conveyed and does convey, and does
hereby convey, to THE person of respect and honor, all right, title, and interest
in and to the property described in the attached plan and deed of trust, and the
whole of the same, as well as any appurtenances and improvements
thereof, and all other rights and interests in and to the property described
in the attached plan and deed of trust.

IN WITNESS WHEREOF, the person of respect and honor has hereunto subscribed their names and
caused the same to be acknowledged before me, the person of respect and honor,
by their respective attorneys for the time being, and the person of respect and honor
has delivered to the person of respect and honor, a conveyance of the said
property.

[Signatures]

[Stamp: Swift Real Estate Company]

[Stamp: Yerby & Lounsbury, Attorneys at Law]

[Stamp: McMinnville County Bank]

ACKNOWLEDGMENT

COUNTY OF YAMHILL
STATE OF OREGON

J. John F. Johnson, notary public, in and for said State of Oregon, on this day of October, 1994, admitted to
me, a notary public, the foregoing instrument to be the true and correct
representation of the facts therein stated, and that the person of respect and honor,
having attended personally upon me, a notary public, on this day of October, 1994, did
acknowledge the same, and that I, said notary public, am qualified and authorized in
this State of Oregon to administer oaths.

J. John F. Johnson, Notary Public

[Stamp: McMinnville County Bank]

APPROVALS

[Signatures]

[Stamp: Yamhill County Treasurer]

[Stamp: City of McMinnville, Treasurer]

[Stamp: Yamhill County Assessor]

[Stamp: McMinnville City Hall, City Clerk]

[Stamp: Yamhill County Tax Collector]

RECORDING

COUNTY OF YAMHILL
STATE OF OREGON

1. (Signature) hereby certifies that this document has been recorded by
me in Yamhill County, on the day of November, 1994, at 10:50 AM. Mention
of this document in the registry of the documents of the county of Yamhill, State
of Oregon, is hereby made.

[Signature]

[Stamp: Yamhill County Clerk]

[Stamp: Yamhill County Tax Collector]

[Stamp: City of McMinnville, Clerk]

[Stamp: City of McMinnville, Assessor]