DECLARATION OF RESTRICTIONS AND COVENANTS

for

BEND-O-RIVER VILLAGE

This declaration is made this 7th day of September, 1976, by GEORGE A. DUNN and NANETTE DUNN, husband and wife, and BEND O' RIVER BUILDERS, INC., an Oregon corporation, herein called Developers,

WITNESSETH:

WHEREAS, Developers are the owners of the real property described as "Bend-O-River Village" as shown by the duly recorded plat thereof of record in the office of the County Clerk of Yamhill County, Oregon, and intend to develop said real property and sell lots and building sites thereon subject to certain restrictions, conditions, reservations and covenants hereinafter referred to as "protective restrictions", to preserve values and the enjoyment of said development,

THEREFORE, the Developers hereby declare that protective restrictions are hereby imposed on said real property as follows:

ARTICLE I

Easements

Section 1:

The Developers preserve for the benefit of said real property those areas designated on said plat of Bend-O-River Village as easements and rights of way for the purpose of constructing utilities, including but not limited to streets, sewers, water, power, gas and telephone for the benefit of all lot owners in said tract.

ARTICLE II

Building Restrictions

Section 1:

The minimum number of square feet in a detached single family
residence shall be not less than 1300 square feet, and the minimum number of square feet in a duplex shall be 1600 square feet of living area.

Section 2:

The minimum side yard requirements and front and rear yard setback requirements shall be those established by Ordinance No. 3747 of the City of McMinnville, Oregon.

Section 3:

Carports shall be permitted, but provision shall also be made for entirely enclosed parking facilities for vehicles.

Section 4:

Construction shall begin upon lots within one year of the purchase of the property from the Developers; otherwise, the property shall revert to the Developers at the initial purchase price of the property.

Section 5:

Construction of the exterior portion of any building shall be completed within one year from the date construction starts.

Section 6:

Composition roofing or siding is prohibited.

Section 7:

All exposed sheet metal with the exception of copper shall be painted.

ARTICLE III

Section 1:

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 so as not to be a nuisance to other lot owners.

Section 2:

No mobile home, permanent or temporary, or temporary structure shall be allowed in the development with the exception of a construction-type of mobile home to be used only during the period of construction.

Section 3:

No camper, motor home, travel trailer or boat shall be left on a driveway or street for purposes of cleaning, loading or unloading for a period in excess of three days. When stored permanently on the lot, such equipment shall be completely screened from view from all directions.

Section 4:

No commercial business of any type shall be established or operated from said development except that the existing clinic and residence now located on Lot 3 of Block 1 may be utilized as a professional building.

Section 5:

There shall not be stored or kept upon said lots or tract in open, plain view any non-useable motor vehicles of any type or any such motor vehicle which has been stripped or which would be considered junk. None of said lots or tracts shall be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

Section 6:

Not more than one family shall be allowed to dwell in a single unit family dwelling with the exception of overnight guests or temporary visitors.
Section 7:

No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with any other residents' use of their property.

ARTICLE IV
General Provisions

Section 1:

Enforcement - If the parties hereto, or any of them, or any lot owners or their heirs or assigns or any persons claiming under them shall violate or attempt to violate any of the restrictions and covenants contained herein, it shall be lawful for the Developers or for any person or persons owning any property situated in said subdivision to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages for such violation.

Section 2:

Severability - Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 3:

Amendments - The covenants, easements and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date of recording this declaration, at which time said covenants, easements and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to
retain said covenants, easements and restrictions.

The covenants and restrictions of this declaration may be amended by an instrument signed by not less than 90% of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by 100% of the owners of said property, including the Developers.

DATED this 7th day of September, 1976.

__________________________
George A. Dunn

__________________________
Nanette Dunn

BEND O' RIVER BUILDERS, INC.

By ________________________
George A. Dunn
President

By ________________________
Nanette J. Dunn
Secretary

STATE OF OREGON ) ss.
County of Yamhill )

BE IT REMEMBERED, That on this 7th day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE A. DUNN and NANETTE DUNN, known to me to be the identical individuals described in and who executed the same freely and voluntarily.

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

__________________________
Nottary Public for Oregon
My Commission Expires: 5-17-1978
STATE OF OREGON  
County of Yamhill  

On September 7th, 1976,

Personally appeared GEORGE A. DUNN and NANETTE DUNN, 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 BEND O' RIVER BUILDERS, 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:

[Signature]
Notary Public for Oregon
My Commission Expires: 5-17-1978

STATE OF OREGON  
County of YAMHILL  

I, Wanda Call, County Clerk in and for said County and State, do hereby certify that the within instrument of writing was presented to me and has been properly and duly recorded on Page 12 of Book 9 Volume 19 of the Records of Deeds, in said County, on the 10th day of September, 1976.

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

Wanda Call, County Clerk
Deputy
DECLARATION OF PROTECTIVE COVENANTS FOR
BEND-O-RIVER VILLAGE SUBDIVISION

This Declaration of Protective Covenants is applicable to lots 8, 9A and B, 10 A and B, 12 A and B, 13 A and B, 14 A and B, 15, 20, 21 A and B, 22 A and B, 24 A and B, 25 A and B, 26 A and B, and 27, Block 5, of Bend-O-River Village, 1st Addition, McMinnville, Oregon.

Whereas, George Adlem and Nanette Jane Dunn Family Trust is the owner of the above listed real property, and it desires to declare of public record its intention to create certain restrictions and covenants to the ownership of said property.

Therefore, George Adlem and Nanette Jane Family Trust, hereby certifies that the following restrictions and covenants shall be made a part of the conveyances of the above mentioned lots within the plat of Bend-O-River Village, recorded April 22, 1979, in cabinet A, slide 173, of the plat records of Yamhill County, Oregon. The following reservations, restrictions and covenants, shall by reference become a part of any such conveyances.

All of the lots listed above shall be conveyed, encumbered, used, improved, and occupied subject to these covenants.

(A) All improvements shall meet zoning and building codes as required by the City of McMinnville. All use and occupancy shall be legal, and conform with the laws and ordinances of the City of McMinnville.

(B) No dwelling structure or part of a structure, shall be of a height greater than thirty feet above the curb. All houses in the above mentioned lots shall have a minimum of one car garage. All detached buildings must be enclosed and no more than 14 feet in height. Pole buildings are not allowed.

(C) All lots are subject to a 10 foot utility easement along the street.

(D) The covenants, easements, and restrictions contained herein, shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest in the Property and shall inure to the benefit of each owner thereof.

(E) The covenants and restrictions of this declaration may be amended or terminated by ordinance, court decree or by an instrument signed by at least 75 percent of the lot owners. Any amendment must be recorded. However, invalidation of any of the covenants or restrictions shall in no way affect any of the other provisions.

(F) Any owner of an aforementioned lot shall have the right to enforce by proceedings at law or in equity the restrictions and covenants imposed by the provisions of this declaration. Failure to do so by any owner, shall in no event be deemed a waiver of the right to do so thereafter.

(G) In the case of a suit or action or appeal of action is instituted to enforce the provisions hereof, the losing party agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed the prevailing party.

DATED this 20th day of August, 1992

George Adlem and Nanette Jane Dunn Family Trust

George Dunn, Co-Trustee

APPROVED

CITY OF McMINNVILLE
PLANNING DIRECTOR

8-20-92
STATE OF OREGON, County of Yamhill ss.
This instrument was acknowledged before me on 8-20-1992
by George Dunn, Co-Trustee.

Wendy Dend
Notary Public for Oregon
My commission expires 3-30-1993
BEND O' RIVER VILLAGE 1st ADDITION