DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR COBURN FARM SUBDIVISION, DAYTON, OREGON

1. LAND USE AND BUILDING TYPE: Lots shall be used for residential purposes. Only one single-family dwelling with attached or detached garage shall be erected on any lot. Any owner may erect other structures if they do not detract from the residential community. All homes must be new stick on site construction.

2. ANIMALS: Animals may be raised as long as they do not cause damage or discomfort to neighbors.

3. FENCES: All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. All fences must be of new wood, vinyl or woven wire.

4. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance or any annoyance to the neighborhood.

5. TEMPORARY STRUCTURES: No structures of a character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or on a permanent basis.

6. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers, and incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.

7. CONDITION OF LOT: 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. Owner shall maintain yard and lot in high ground so it is not unsightly. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other CCR’s set forth herein. Exception is made to the Mutual Self Help Housing Storage of Job Shack during the course of construction of Self Help Housing, all others are limited to those conditions involving temporary structures, recreational vehicles and commercial vehicles. If a lot owner fails to perform the lot owner’s obligations under this Section, the developer may hire someone to perform those obligations. In such instances, the cost of hiring the person to perform the owner’s obligation shall constitute a lien against owner’s property. It may be enforced in accordance with ten applicable Oregon laws in addition to the right to proceed directly against the owner.
8. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

9. SEVERABILITY: Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the covenants, which shall remain in full force and effect.

10. GENERAL PROVISIONS: No vehicles or equipment of any kind shall be parked on any portion of the building lot or street while such vehicle is in a state of disrepair or while being repaired for more than 30 days.

11. TERM: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ___ day of August, 2001.

[Signatures]

State of Oregon )

) ss.

County of Yamhill )

Subscribed and sworn to before me this 10th day of August, 2001 by Robert E. Coburn.

[Signature]

Notary Public for Oregon
My Commission Expires:

[Seal]