Declaration of Covenants, Conditions, and Restrictions for Cottonwood 3rd Addition Subdivision

Lots 159 - 164

All lots listed above shall be conveyed, encumbered, used, improved, and occupied subject to the following covenants, conditions, and restrictions:

Section 1. Zoning and Use. All improvements shall meet zoning and building codes as required by the City of McMinnville. All use and occupancy shall be legal and shall conform to the laws and ordinances of the City of McMinnville. The subdivision shall be designated as "R-1 Single-Family Residential" under the City of McMinnville Zoning Ordinance. As such, minimum setbacks are to be 20 feet for the front and back yards, and 10 feet for side yards.

Section 2. Size and Materials.

a. Owners shall submit plans to the Developer for a design review and must obtain approval from the Developer prior to construction. All houses shall have a minimum living area of 1,800 square feet for a single story or 2,400 square feet for a two-story, exclusive of open porches and garages.

All detached buildings must be enclosed and stand no more than eighteen (18) feet in height. Pole buildings are not allowed. Off-site built homes, factory-built homes, and mobile homes are not permitted.

Each dwelling house shall have a private two (2) or three (3) car 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 in compliance with City of McMinnville ordinances, but limited to eighteen (18) feet in height.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material.

c. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; all siding material will be wood or wood product lap or channel siding, except that stucco or synthetic stucco, or brick, or a combination of the foregoing may be used. No T1-11 or plywood sheet siding will be allowed, except in sofit area.

d. Roofs shall be cedar shake, tile, or 50-year architectural type composition material.

Section 3. Recreational Vehicles. All recreational vehicles, campers, motor homes, boats, boat trailers, travel trailers, utility trailers, tents, or non-operable vehicles shall be stored either inside a garage or detached structure or shall be

1/3
physically obscured from view from the street or contiguous parcels by means of a fence or hedge-type landscaping.

Section 4. Fences.

a. Any fence constructed, erected, placed, or maintained on a lot will be governed by all city ordinances. In addition, sight-obscuring fences on any lot shall not exceed two and one-half (2 ½) feet in height in front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lots, 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 cedar 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.

b. All fences constructed by the developer shall be maintained by the owner of the nearest adjacent lot.

Section 5. Exterior Colors. Exterior colors of any dwelling house, garage, shed, or outbuilding or other structure shall be natural earth colors or other subdued colors.

Section 6. Telecommunication Devices. Only satellite dishes under twenty-four (24) inches in diameter will be permitted on any lot. Such a device must be placed in an inconspicuous area of the house where it is out of sight as viewed from the street.

Section 7. Landscaping Requirements.

a. All front yards, including the five (5) foot parkway strip area, shall be equipped with underground irrigation, landscaped with suitable plants or grasses, and maintained tidy without weeds or debris. Landscaping in front and rear yards shall be completed within six (6) months after construction is completed.

b. The Developer shall initially install and maintain street trees within curbside planting strips along the streets in Cottonwood, provided, however, the owner of a lot shall relocate trees as may be necessary to accommodate individual building plans and shall replace any trees which may die due to neglect, vandalism, or loss during construction. All replaced trees shall conform to the species and characteristics of the original trees. The Developer’s obligation to maintain street trees shall terminate one year from the date of planting.

Section 8. Amendments. The covenants, conditions, 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. The covenants, conditions, 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 with the County. However, invalidation of any of the covenants, conditions, or restrictions shall in no way affect any of the other provisions.

Section 9. Enforcement.

a. Any owner of the aforementioned lots shall have the right to enforce by proceedings at law or in equity the covenants, conditions, and restrictions imposed by the provisions of this declaration. In no event shall the failure to immediately pursue such enforcement be deemed a waiver of the right to do so thereafter.

b. 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.

IN WITNESS WHEREOF, Developer has executed the C C and Rs this 14th day of August, 2006

Alan Ruder, Inc., Developer

By: Alan A. Ruden, President

STATE OF OREGON, )
) ss. Dated: 8-14-06
2006
County of Yamhill. )

Personally appeared Alan A. Ruden, who being duly sworn, and acting in his capacity of President of Alan Ruden, Inc., a corporation, acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:
COTTONWOOD THIRD ADDITION

Located in the SE 1/4 of Section 18, T. 4 S., R. 4 W., W.M.,
T.J. Shadden Certificate Claim, City of McMinnville, Yamhill County, OR

City of McMinnville File No. 20 05/5 2–05

Initial Point
Angle corner of Parcel 2
of PT 2002–25, 5/8th
of PT 2002–25

Legend
- = 5/8" iron rod with yellow plastic
cap marked "Dunkel & Associates"
set in plat of COTTONWOOD FIRST ADDITION
II = set 5/8" iron rod with 1/2"
aluminum cap marked "Dunkel & Associates, in MONUMENT BOX"
+ = monument found, flush to
0.5" down, in good condition
unless otherwise stated. Origin
stated if known.
O = set 5/8" iron rod with yellow plastic
cap marked "Dunkel & Associates"

Legend Table

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The purpose of this survey is to subdivide part of Yamhill County
Partition Plat 2002–26 into lots as shown. The basis of bearing is
drawn the north line of said Parcel 2 which is also the same basis of
bearing for COTTONWOOD FIRST ADDITION.

By: Matt Dunkel & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-472-7904
Fax: 503-472-0397
Email: matt@dunkelassoc.com

This is an exact copy
of the original plat of
COTTONWOOD THIRD ADDITION

Registered Professional Land Surveyor

Mathew E. Dunkel

taken 31 December 2007

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COTTONWOOD THIRD ADDITION

Located in the SE 1/4 of Section 18, T. 4 S., R. 4 W., W.M.,
T.J. Shaddock Certificate Claim, City of McMinnville, Yamhill County, OR
City of McMinnville File No. ZC 3-05/S 2-05

Date: 20 July 2006

City Approvals:

City of McMinnville
Planning Commission Chair
File No. ZC 3-05/S 2-05

Water & Light Commission

Community Development Director

County Approvals:

Yamhill County Tax Assessor

Yamhill County Tax Collector

Yamhill County Commissioner

Yamhill County Commissioner

Yamhill County Commissioner

Yamhill County Commissioner

Notes

1. Pursuant to City of McMinnville Ord. 4282, a park fee shall be paid by
each lot at the time of application for a building permit.

2. The lots directly adjacent to public streets are subject to a 10 foot
wide public utility easement along said adjacent side of lot.

3. This subdivision is subject to covenants, conditions and restrictions
recorded in Instrument No. 2006/1653 - Yamhill County Deed Records.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that ALAN RUDEN, INC., is the owner
and COLUMBIA RIVER BANK, an Oregon Corporation, is the lien holder
of the lands represented on the attached map and more particularly described
in the Surveyor's Certificate and have caused said lands to be surveyed
and platted into lots, streets and easements as shown and do hereby
dedicated all streets to the public for street purposes forever, and grant
of easements for the purposes shown.

[Signature]
ALAN RUDEN
President, ALAN RUDEN INC.

Acknowledgement

SUSAN M. SMITH
Notary Public
Notary Public - Oregon (print name)
Commission Number: 490952
My Commission Expires: 12-31-09

STATE OF OREGON

COUNTY OF YAMHILL

On this 1st day of August, 2006, personally
appeared before me, a Notary Public for the State of Oregon, ALAN RUDEN,
President of ALAN RUDEN INC., an Oregon Corporation, and that this
Declaration was voluntarily signed and sealed by him in behalf of and
pursuant to authority of said corporation.

[Signature]
LINDA BRYANT
Commercial Loan Officer
COLUMBIA RIVER BANK

Acknowledgement

SUSAN M. SMITH
Notary Public
Notary Public - Oregon (print name)
Commission Number: 100462
My Commission Expires: 12-31-09

STATE OF OREGON

COUNTY OF YAMHILL

On this 1st day of August, 2006, personally
appeared before me, a Notary Public for the State of Oregon, LINDA BRYANT, Commercial
Loan Officer, COLUMBIA RIVER BANK, an Oregon Corporation, and that this
Declaration was voluntarily signed and sealed by her in behalf of and pursuant
to authority of said corporation.

SURVEYOR'S CERTIFICATE

I, WALT E. DUNCEK, do hereby certify that I have correctly surveyed and
marked with proper monuments and boundaries the THIRD ADDITION, the boundary of which is described as follows:

Beginning at the northwest corner of Lot 95 of COTTONWOOD FIRST ADDITION, in the City of McMinnville, said northwest corner also being an angles corner in the northerly line of Parcel 2 of Yamhill County Portion Plot No. 02-26, thence South 89°17'50" East 287.26 feet along the northerly line of said Parcel 2 to an iron rod; thence South 0°33'10" West 262.87 feet to an iron rod; thence North 89°42'11" West 21.69 feet to an iron rod; thence North 89°42'56" West 85.00 feet to the northwest corner of Lot 103 of COTTONWOOD FIRST ADDITION; thence North 89°42'11" West 109.70 feet along the north lines of Lots 103 and 102 of COTTONWOOD FIRST ADDITION to the southeast corner of Lot 98 of COTTONWOOD FIRST ADDITION; thence North 0°33'10" West 262.87 feet along the east line of COTTONWOOD FIRST ADDITION to the point of beginning.

[Signature]
WALT E. DUNCEK
Registered Professional Land Surveyor

Registered Professional Land Surveyor

Yamhill County

Yamhill County

Yamhill County

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