Covenants, Conditions and Restrictions
Country Crossings

These covenants and restrictions apply to all lots located in Country Crossings, City of McMinnville, Yamhill County, Oregon ("the land"). They are enforceable by owners of the "benefited properties" which are defined as lots affected.

The undersigned, owner of all the real property included in Country Crossings, a Plat duly recorded Oct 24, 1997, in Instrument #199717816, Plats Records of Yamhill County, Oregon adopts the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited property described above.

These Covenants, Conditions and Restrictions shall constitute Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the land or any part of the land, and shall inure to each owner of benefited property and that owner's heirs, successors and assigns.

1. LAND USE AND BUILDING TYPE
   No lot shall be used except for residential purposes. No building shall be constructed, erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed thirty-five (35) feet in height and a private garage for not less than one (1) car. The foregoing provision shall not exclude construction, erection, alteration or placement of a private greenhouse, storage unit, private swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed, erected, placed or altered on such lot. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct, erect, place or alter a residence on any lot, to store construction materials and store equipment on said lots in the normal course of construction and to use any single family residence as a home.

2. DWELLING SIZE
   The minimum square footage of any home within this subdivision shall be 950 square feet for a single level and 1200 square feet for a multi-level. These minimums are exclusive of garages and open porches.

3. EASEMENTS
   Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

4. OFFENSIVE ACTIVITIES
   No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. ANIMALS
   No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3)) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. SIGNS
   No signs shall be constructed, erected, placed, altered or maintained on any lot (excluding Country Crossings entry signs) except that not more than one "For Sale" or "For Rent" sign placed by the owners, declarants or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK

11:10 AM 10/24/97

Lori Zumwalt

10-24-97
7. PARKING
Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto.

8. VEHICLES IN DISREPAIR
No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. RUBBISH AND TRASH
No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. TEMPORARY STRUCTURES
No structure of a temporary character, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. UTILITIES
No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be constructed, erected, placed, altered or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V., cable, or telephone utility facilities provided.

12. LANDSCAPE COMPLETION
Landscaping of the front yard, and side yard on corner lots must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time by the developer.

13. FENCES AND HEDGES
The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges constructed, placed or altered shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line or exterior side yard setback line for the residence.

14. ANTENNAS AND SERVICE FACILITIES
No exterior antennas of any kind other than satellite dishes shall be permitted. Clothes lines, satellite dishes and other service equipment shall be screened so as not to be viewed from any street.

15. EXTERIOR MATERIALS
Roofing materials must be minimally of composition roofing of neutral colors such as browns or grays. The exterior siding material shall be lap siding on front and street side elevations.

16. EXTERIOR FINISH
The exterior finish of all construction, erection, placement or alteration on any lot shall be designed, built, and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be of neutral, muted earthtone color including browns, grays, taupes, or olives.
ENFORCEMENT

1. These restrictions shall be for the protection and benefit of each owner of any portion of this benefited property. Any such person shall have the right at law or in equity, to enforce the restrictions. It is not implied nor at any time will the City of McMinnville be responsible for the enforcement of these restrictions.

2. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document, at which time these covenants shall be automatically extended for a successive period of ten years unless the then owners of a majority of the benefited properties subsequently agree in writing to terminate these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefited property shall entitle its owners to one vote.

3. Invalidation of any of these covenants, conditions, or restrictions by court order, judgement or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

4. These restrictions may be amended or terminated at any time, after the initial three years, upon the written approval signed by the owners of a majority of the lots. Such properly signed amendment, or addition shall become effective only upon its being recorded in the record of deeds of Yamhill County, Oregon.

5. Any deviation from these covenants, conditions and restrictions during the first three years of the recording of this document shall be subject to approval by the developer.

DATED this 24\textsuperscript{th} day of October 1997

Premier Home Builders, Inc.
Lori L. Zumwalt, Secretary (Developer)

SUBSCRIBED AND SWORN to before me this 24\textsuperscript{th} day of October 1997.

DUANE P. NAVARRO
NOTARY PUBLIC OF OREGON
My Commission Expires 1-10-2001