DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS "CREEKSIDE MEADOWS AT COZINE WOODS" CITY OF McMINNVILLE, YAMHILL COUNTY, STATE OF OREGON

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THIS DECLARATION, made this 23 day of July 1999, by CLM DEVELOPMENT, L.L.C., a registered Oregon Limited Liability Company, hereinafter referred to as DECLARANT: WHEREAS, Declarant is the owner of certain real property in the City of McMinnville, County of Yamhill, State of Oregon, which is more particularly described as follows:

"CREEKSIDE AT COZINE WOODS", a duly recorded subdivision within Yamhill County, State of Oregon.

AND WHEREAS, Declarant will convey said property subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of said real property and its present and subsequent owners as hereinafter set forth, NOW, THEREFORE, Declarant hereby declares that all of the said property, with the exception of the public rights-of-way, open space and other remaining unplatted land of said Plat, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. These easements, covenants, restrictions, reservations and conditions shall constitute covenants to run with the land and shall be binding on all persons claiming under them and having or acquiring all right, title or interest in the described property or any part thereof, and shall inure to the benefit of and be limitations upon each owner thereof, and his heirs and assigns if an individual, or its successors and assigns, if a partnership or corporation.

ARTICLE I
DEFINITIONS

"Architectural Control Committee" shall be defined as the declarant and other such members as the Declarant from time to time appoints.

"Declarant" shall mean and refer to CLM Development, L.L.C., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purposes of development.

"Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs") applicable to the properties as executed by the Declarant on the 23 day of July 1999.

"Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of COZINE WOODS with the exception of the public rights-of-way and open space specified above.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

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"Off-Street Parking Spaces" shall mean paved areas accessible from a public street and paved to such street, including spaces enclosed by a garage, each having a size of at least 9 feet by 18 feet, but excluding the shared private access easement areas.

"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 part of the properties, including contract buyers, but excluding those having such interest merely as security for performance of an obligation.

"Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, and the patios, porches, or steps annexed thereto.

**ARTICLE II**

**RESTRICTIONS**

The following restrictions shall apply to the occupancy and use of said real property and shall be for the benefit of, and limitation upon, all present and future owners and authorized users of all said property:

1. **Land Use and Building Type:**
   
   A. No lot shall be used except for single-family residential purposes.
   
   B. Mobile homes are not permitted to be placed as a residence on any lot, either temporarily or permanently.
   
   C. No structures of a temporary, or permanent, character, such as a trailer, recreational vehicle, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as an addition or only residence.
   
   D. Exterior buildings such as a private greenhouse, storage unit, private swimming pool of similar detached structures are permitted if the location, size, design, and decoration or such structure is in conformance with the residence as determined by the Architectural Control Committee, as designated by Declarant. No such exterior structures shall be constructed or placed on any lot prior to construction of the residence nor prior to the approval of the Architectural Control Committee.
   
   E. City of McMinnville ordinances and building codes, where more restrictive than these CC&R's, shall apply. Potential purchasers are particularly directed to consult the City with respect to driveway and sidewalk placement and building setbacks.

2. **Dwelling Size:**

The dwelling, exclusive of uncovered porches, garage and outbuildings, shall not be less than 1,000 square feet in floor area for one story homes and not less than 1,200 square feet for homes more than one story.

3. **Easements and Setbacks:**
   
   A. All easements are shown on the Final Plat for Creekside at Cozine Woods.
   
   B. Building setback requirements for the proposed single-family lots, unless otherwise varied by the Planning Director to preserve an existing tree, are as follows:
Front - 15 feet from property line to a living area or 20' to the garage;
Interior Side - 5 feet from property line;
Exterior Side - 10 feet from property line; &
Rear - 20 feet from property line

The setback requirements for the proposed multi-family lots are as required by the R-4 zone.

C. The setback for the garage door from the front right-of-way line, or from the private access easement if a private access easement is used for vehicular access to a lot, shall be 20 feet regardless of building setback shown.

D. The public sanitary sewer easement(s) and public storm drainage easements which are designated on the plat for CREEKSIDE AT COZINE WOODS are for the benefit of the City of McMinnville. No permanent decks, porches, or other buildings shall be constructed within these easements. Paved driveways may be constructed within these easements.

The private utility and access and the Park District which is shown as McBee Lane on the plat for Cozine Woods is for the benefit of Lots 1, and 2. Owners of these Lots shall have rights of access across Lot 2. Owners of Lots 1 and 2 consent to share equally in any future costs to maintain this access easement as a paved access to Lots 1 though 2, regardless of the actual location of driveway entrances to these lots, until such time as the park is developed at which time the Park District will assume maintenance.

4. **Exterior Materials:**

A. Roofing material must be cedar shingles, cedar shake, tile, simulated shingle, tile or slate, or 25 year asphalt composition dimensional roof shingles.

B. Exterior siding shall be composite lap siding, vinyl, stucco or "Drivet", cedar shingles, brick, or stone. T-111 plywood or other pressed wood sheet siding is not permitted on the front of the unit.

C. Windows shall be wood or vinyl clad in white or color coordinated with the house, but may not be mill finish aluminum. In appropriate circumstances the Architectural Control Committee can approve other materials if necessary to facilitate design, provided they are in keeping with the character of Cozine Woods. The Uniform Building Code, if more restrictive, shall apply.

D. Homes with exteriors of stucco, or stucco substitutes such as "Drivet", must have sufficient and appropriate corner and detail "blocking", as determined by the Architectural Control Committee.

E. Front door entry railing shall be of wood, brick or wrought iron construction. Tubular metal railings shall not be permitted.

5. **Exterior Finish and Color:**

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to be compatible with the character and existing structures within this subdivision. Exterior colors must be light natural earth tone colors and must be approved prior to application by the Architectural Control Committee.
Bolder trim colors may be approved. No excessively bright colors shall be permitted.

6. **Business and Commercial Uses:**

A. No trade, craft, business, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on lot. This does not preclude home based business operations that do not require material transactions or trade.

B. The provisions of these CC&R's do not prohibit the right of any home builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction.

C. The provisions of these CC&R's do not prohibit the right of any home builder to use any single family residence as a model home for purpose of sales in this subdivision for the period of one year following the initial purchase of the lot from the Declarant.

7. **Parking**

A. All residences shall include a private, fully enclosed garage with two parking spaces and an area of at least 390 square feet.

B. A total of four off-street parking spaces shall be provided for each lot as follows: (1) at least two spaces shall be provided within an enclosed garage area, and (2) at least two spaces shall be provided on a paved driveway area outside of the public street right-of-way and outside a private access easement, if applicable.

C. Parking of any boats, trailers, motor homes, recreational cars, motorcycles, trucks, truck-campers and like equipment shall be parked in the side or rear yard behind a six (6) foot high fence or within the confines of an enclosed garage, and out of direct view from the street. No owner shall permit any vehicle of any kind, including automobiles, boats, trailers, motor homes, motorcycles, trucks, campers, etc., to be abandoned or to remain parked on the street or driveway for a period in excess of 96 hours. Boats, trailers, motor homes, motorcycles, and campers shall not be allowed to be parked in any driveway for a period greater than 96 hours. Trucks larger than one ton shall not be parked in Cozine Woods, except for the purpose of delivery, loading, or unloading.

8. **Fences**

Any fences constructed along any back lot line or side lot line shall not be more than six feet in height as measured from ground level and shall be constructed of cedar or non-punctured, treated wood of a natural wood color finish excepting the 6' masonry fence adjoining Highway 18, and lot lines adjoining open space areas. Any fences within 23 feet of the front lot line shall not be more than 3'-6" in height and shall not obstruct sight distance from any street or driveway. Fences constructed adjoining open space shall be see through, or a maximum of 3'-6", so as not to obscure the visibility of the open space for the adjoining lots. Examples of see through fences are: wrought iron, two or three rail, or as otherwise approved. In addition, all fences must comply with City of McMinnville standards.

9. **Miscellaneous Outdoor Equipment:**

1. No exterior antenna, except satellite dishes less than 1.5 feet in diameter mounted in the
backyard, shall be permitted. Air conditioners, heat pumps, and other service equipment are permitted outdoors, but may only be located to the rear or side of a residence and shall be screened so as not to be viewed from any street.

2. All exterior equipment such as, but not limited to, air conditioning or heating systems, or swimming pool pumps, shall be sheltered, insulated or otherwise noise baffled as necessary to conform to City noise standards.

3. No outdoor overhead electric or telecommunications wire, service drop, pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained. All connections to TV cable, telephone, and electric service shall be underground.

10. 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) (combined total number) of dogs, cats or other household pets may be kept provided that they are reasonably controlled so as not to be a nuisance. The owners of said domestic animals shall maintain their yards so as to be clean and free from defecation, and shall not be allowed to let their animals defecate on neighboring lots, common spaces, open spaces or public lands. Wild animals which might be a threat to neighboring children or domestic pets are not permitted.

11. Signs:

No signs shall be placed on any lot except that not more than two signs, each up to six square feet in size, may be temporary displayed on any lot by the owner, Declarant or by a licensed real estate agent for real estate sales purposes. (This restriction shall not prohibit the temporary placement of "political" signs on any lot.)

12. Rubbish and Trash:

No lot, open space, street or other tract of land shall be used to dump trash, rubbish, yard debris, or dirt resulting from landscaping work. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Such containers shall be kept out of public view except on scheduled trash collection days.

13. Completion of Building Construction:

1. The construction of any building on any lot, including private lot drainage, construction of sidewalks and driveway entrance, exterior painting, and all other exterior finish, shall be completed within eight months from the beginning of construction. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. All construction sites shall be maintained so as not to create a physical or fire hazard or a nuisance. Sites abandoned for more than one week shall be cleaned and free from debris.

2. Home construction for any lot purchased from the Declarant must be started within one year from date of purchase of the lot. The lot shall be maintained so as not to become a fire hazard due to weed growth or material storage.
14. **Site Alteration:**

There shall be no grading, excavation or filling on any lot of more than 24 cubic yards of material, except to backfill around a house foundation and for the surface application of landscape materials, without the approval of the Architectural Control Committee.

15. **Retaining Walls:**

Any retaining walls which do not meet all of the following requirements must be submitted to the Architectural Control Committee for approval prior to construction:

A. The retaining wall may not be more than two feet in height as measured from the top of the footing to the top of the wall.

B. All portions of the retaining wall, including footings, must be located on the property of the owner constructing the wall. No retaining wall may be placed within six feet of the front property line, or, if the side property line is adjacent to a street right-of-way, within six feet of the side property line, unless otherwise approved by the Architectural Control Committee and the City of McMinnville.

C. An uphill property owner may not place a retaining wall within five feet of a property line if the adjoining property lies downhill from the contemplated retaining wall.

D. All retaining walls shall be constructed according to sound engineering principles, including, but not limited to, adequate foundations, drainage weepholes, back-of-wall drainage, and sufficient structural sections to prevent bowing, slumping, displacement, or similar distortions.

E. All retaining walls shall be of one of the following materials: (1) rot resistant wood construction of a natural color and texture, (2) brick or brick-faced masonry construction, (3) mortared stone, or (4) sculpted concrete masonry units. The wall shall be capped one of the above materials. No flat concrete block or plastered concrete walls are permitted.

F. Where fences are placed on top of retaining walls, the height of the fence is measured from the top of the footing of the retaining wall, i.e., the combined height of the wall and the fence are considered as fence height. For fence and retaining wall heights to be considered separately, the fence must be set back at least three feet from the retaining wall and the area between the fence and wall landscaped.

G. Retaining walls in excess of 4' may be constructed along the wetland open space to reduce slope in the yard so long as the remaining subsections 15 B-F are adherent to and it does not adversely obscure the visibility of the wetlands for the adjoining lots.

16. **Completion of Landscaping:**

A. Front and corner yard areas must be landscaped within twelve weeks after substantial completion of home construction, except if such completion occurs during the months of November through March in which case the landscaping shall be completed by June 15th of that year. "Landscaped" means 100% coverage of the following combination of landscape materials: (1) grass seeding, hydro seeding, or grass turf, (1 to 2) street trees per the approved street tree planting plan, (3) other planted trees and shrubs, and (4) ground cover
such as mat vegetation, bark dust, or river rock. At least two trees and eight shrubs must be planted in the front yard. Trees may not be placed within ten feet of any building or setback. Tree types are on file with the City of McMinnville planning departments.

B. In addition to the provisions of section 16.A., rear and side yard areas must be landscaped by the owner of any lot within six months of initial occupancy of the dwelling on that lot, unless the time provision of Section 16. A. govern.

17. Trees:

A. Trees shall be planted within curbside planting strips along all public streets within the subdivision a minimum of two-inch caliper for the selected species and spacing as appropriate for the species and as required by the City Planning Director.

B. The trees shall be maintained and replaced if necessary with comparable approved species, minimum size and placement.

C. Existing trees greater than 9 inches D.B.H. (diameter at breast height) shall not be removed without prior review and written approval of the City Planning Director.

18. Lots Adjoining the Wetlands:

The 25 (twenty-five) foot vegetated buffer for adjoining lots to the wetlands, is to maintained by the contiguous homeowner or for Common Areas the Architectural Control Committee. This maintenance should be preformed in keeping with the requirements of the City of McMinnville, State of Oregon Division of State Lands, and the U.S. Army Corps of Engineers. The plantings located in the 25 (twenty-five) foot vegetated buffer were placed there to mitigate impacts from the development of the subdivision and shall be maintained by the appropriate party, i.e. the contiguous homeowner or for Common Areas the Architectural Control Committee. Noxious weeds such as Himalayan and Evergreen Blackberries, Clematis, Reed Canary Grass, Canadian and Bull Thistle, should periodically be removed within the wetland buffer. Additional plantings are identified in the wetland fill permit and may be planted by adjoining caretakers.

ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Review:

No structures, including storage shelters and attachments, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and plat showing the nature, shape, height, material, colors and proposed location of the structure or alteration have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations. In all cases, the Architectural Control Committee’s consent is required.

A. Major Construction:

In the case of initial or substantial additional construction of a dwelling the lot owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to, the following:
(1). A plan indicating location of all improvements, including private drainage;

(2). A drawing showing facade elevations, finish floor elevation of the ground floor, types of exterior materials to be used, and exterior colors proposed for all improvements. The Architectural Control Committee shall render its decision with respect to the proposal within 10 days after it has received all required materials.

B. Minor Work:

In the case of minor additions or remodeling, change of existing color scheme or exterior materials, greenhouse, or any other work referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal within 10 days after it has received all material required by it with respect thereto.

2. Architectural Control Committee Decision:

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. Considerations such as siting, shape, size, color, design, height, impairment of the view from other lots within the subdivision or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. Membership: Appointment and Removal:

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of the Declarant and two other persons that the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed, pursuant to these covenants. The powers and duties of such Committee shall cease five years after the date of recording of this document, unless extended per Article IV.3 of this Declaration. However in any case, the Declarant shall be replaced by a resident of the "Cozine Woods" community.

4. Liability:

Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. Effective Period of Consent:

The Committee’s consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.
ARTICLE IV
GENERAL PROVISIONS

1. **Enforcement and Authority:**

The Architectural Control Committee, Declarant, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event, be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs including reasonable attorney fees incurred in such enforcement. Each lot within the subdivision will be required to pay $30 (thirty dollars) per year to the Architectural Control Committee who will administer the landscape maintenance of the common subdivision landscape areas, including but not exclusive of: the center entry island; 10 (ten) feet either side of the entry rail fence; reserved monument triangles at the Mitchell Drive/Old Sheridan Road intersection; and the landscaping within the nearest 10 (ten) feet of the Highway 18 fence line. Fees shall be based upon a calendar year, payable upon closing. Excess fees may be used to improve the subdivision maintained landscape areas as approved by a simple majority of voting lot owners. Amendments to this provision are subject to the requirements of Article IV.3 of this Declaration.

2. **Severability:**

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way effect any other provisions, which shall remain in full force and effect.

3. **Amendment:**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of five (5) years from the date of this Declaration's recording in the Deed Records of Yamhill County, after which time said covenants, unless revoked, shall, together with any amendment thereof, be automatically extended for successive periods of five (5) years. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less than seventy-five percent (75%) of the lot owners. The signatures must be gathered within a 60 day maximum period in order to become effective. Any instruments affecting a revocation or any amendment of this Declaration must be properly recorded in the Deed Records of Yamhill County, Oregon.

4. **Conflicts with City Codes and Regulations:**

These private conditions and regulations constitute a private agreement among the owners of lots within Creekside at Cozine Woods. It is the duty of every person engaged in development within Creekside at Cozine Woods to know the requirements of these CC&R's. These CC&R's will not be enforced by the City of McMinnville nor do these CC&R's limit the rights of the City of McMinnville. The City will not be liable for any approvals or permits which are granted in compliance with City regulations, but which are not in compliance with these CC&R's. There may be conflicting requirements between these CC&R's and the City's regulations. In the event of a conflict between a City regulation and these CC&R's, the more restrictive condition applies.

CLM DEVELOPMENT, L.L.C.

BY: Edward K. Christensen

TITLE: Member

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION, CREEK SIDE AT COZINE WOODS
ACKNOWLEDGEMENT:

STATE OF OREGON

COUNTY OF YAMHILL

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF JULY, 1999 BY EDWARD K. CHRISTENSEN, MANAGER OF CLM DEVELOPMENT, L.L.C. ON BEHALF OF THE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC STATE OF OREGON     MY COMMISSION EXPIRES: 6-9-01

[Signature]

[Seal]
COVENANTS, CONDITION AND RESTRICTIONS
CREEKSID MEADOWS AT COZINE WOODS

ADDENDUM ONE
TO ORIGINAL

Declarant desires to amend the original covenants, conditions and restrictions recorded 7/23/99 in instrument 199915287. These covenants and restrictions apply to and are enforceable by lots located in Creekside Meadows at Cozine Woods.

The undersigned owners of a minimum of 75% of the real property included in Creekside Meadows at Cozine Woods, a plat duly recorded July 23, 1999 in Yamhill County, Oregon adopt the following Covenants, Conditions and Restrictions.

Article I, Lot 54 Apartment sites

Lot 54 and a portion of lot 55 identified on the original application as parcel 131, are hereby-exempted from the aforementioned declaration of covenants.

Article II, Dwelling Size

The dwelling, exclusive of uncovered porches, garage and outbuildings, shall not be less the 900 square feet in floor area for one story homes and lot less the 1150 square feet for homes more than one story.

Article III, Parking

A. All residences shall include a private, fully enclosed garage with a minimum of one parking space and a area of at least 200 square feet.

B. A total of four off street parking spaces shall be provided for each lot as follows: (1) at least one space shall be provided within an enclosed garage area, and (2) at one space shall be provided on a paved driveway area outside of the public street right of way and outside a private access easement, if applicable.

Article IV, Fences

Any fences constructed along any back lot line or side lot line shall not be more than six feet in height as measured form ground level and shall be constructed of cedar or non-punctured treated wood of a natural wood color finish or white plastic excepting the 6” masonry fence adjoining Highway 18 and lot lines adjoining open space areas. Any fences within 20 feet of the front lot line shall not be more than 3’-6” in height and shall not obstruct sight distance form any street or driveway.

These covenants shall run with the land respect to all property as stated above within Creekside Meadows at Cozine Woods and shall be binding on lot owners until amended or revoked.
Dated this 7th day of September, 2000

Jeffery A. Zumwalt
President Premier Home builders, Inc
Owner/Builder

Ralph W. Fullerton
President R.W. Fullerton Company
Owner/Developer

Lori L. Zumwalt
Sec-Treas Premier Home builders, Inc
Owner/Builder

Lots 2-5,15,17-19,22-24,28,30,33,34,40,41,45, 54, Creekside Meadows at Cozine Woods, in the City of McMinnville, County of Yamhill and State of Oregon

Lots 1,6-9,11,12,21,26,27,29,31,32,36, 37, 44,46-52 Creekside Meadows at Cozine Woods, in the City of McMinnville, County of Yamhill and State of Oregon

State Of Oregon

County of Yamhill

The foregoing instrument was acknowledged before me this 7th day of September, 2000, by Jeffery A. Zumwalt, Owner and Builder of Creekside Meadows at Cozine Woods.

Notary Public for Oregon
My commission expires on 9-21-02

State Of Oregon

County of Yamhill

The foregoing instrument was acknowledged before me this 7th day of September, 2000, by Lori L. Zumwalt, Secretary and Treasurer of Premier Home Builders, Inc.

Notary Public for Oregon
My commission expires on 9-21-02

State Of Oregon

County of Yamhill

The foregoing instrument was acknowledged before me this 7th day of September, 2000, by Ralph W. Fullerton, Owner and Developer of Creekside Meadows at Cozine Woods.

Notary Public for Oregon
My commission expires on Aug 24, 2002
COVENANTS, CONDITION AND RESTRICTIONS

CREEKSIDE MEADOWS AT COZINE WOODS

ADDENDUM TWO
TO ORIGINAL

Declarant desires to amend the original covenants, conditions and restrictions recorded 7/23/99 in instrument 199915287. These covenants and restrictions apply to and are enforceable by lots located in Creekside Meadows at Cozine Woods.

The undersigned owners of a minimum of 75% of the real property included in Creekside Meadows at Cozine Woods, a plat duly recorded July 23, 1999 in Yamhill County, Oregon adapt the following Covenants, Conditions and Restrictions.

Article IV, General Provisions

The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of five (5) years form the date of this Declaration’s recording in the Deed Records of Yamhill County, after which time said covenants, unless revoked, shall, together with any amendment thereof, be automatically extended for successive periods of five (5) years. The covenants and restrictions of Article II may be amended or revoked by an instrument signed by not less than 75% of the lot owners of the total amount of lots either plotted or proposed to be plotted in Phases I, II and III of Cozine Woods.

These covenants shall run with the land respect to all property as stated above within Creekside Meadows at Cozine Woods and shall be binding on lot owners until amended or revoked.

Dated this 8th day of September, 2005

Jeffrey A. Zumwalt
President Premier Home builders, Inc
Owner/Builder

Ralph W. Fullerton
President R.W. Fullerton Company
Owner/Developer

Lori L. Zumwalt
Sec-Treas, Premier Home builders, Inc
Owner/Builder

Lots 1,6-9,11,12,21,26,27,29,31,32,36,37,44,46-52 Creekside Meadows at Cozine Woods, in the City of McMinnville, County of Yamhill and State Of Oregon

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

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State Of Oregon       

County of Coos 

The foregoing instrument was acknowledged before me this 27th day of September 2000, by Jeffrey A. Zumwalt, Owner and Builder of Creekside Meadows at Cozine Woods.

Notary Public for Oregon  
My commission expires on 9-21-02

State Of Oregon       

County of Coos 

The foregoing instrument was acknowledged before me this 27th day of September 2000, by Lori L. Zumwalt, Secretary and Treasurer of Premier Home Builders, Inc.

Notary Public for Oregon  
My commission expires on 9-21-02

State Of Oregon       

County of Coos 

The foregoing instrument was acknowledged before me this 27th day of September 2000, by Ralph W. Fullerton, Owner and Developer of Creekside Meadows at Cozine Woods.

Notary Public for Oregon  
My commission expires on 9-21-02

2002