DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS MEADOWS FIRST ADDITION

RECATLS

Yamhill Community Development Corp. (hereinafter referred to as the Developer) desires to establish certain covenants, conditions, and restrictions to impose against Cypress Meadows First Addition (hereinafter referred to as the Property) which the Developer is improving in the City of McMinnville, County of Yamhill, and State of Oregon.

The Developer hereby certifies that the following covenants, conditions, and restrictions shall become and hereby a part of the covenants of lots (24) through (44) inclusive, within the plat for Cypress Meadows First Addition, recorded May 24, 2001, as Instrument No. 200108089 Deed and Mortgage Records of Yamhill County, Oregon, and the following covenants, conditions and restrictions shall by reference become part of any conveyance of such lots and shall apply thereto as fully and with the same effects as if set forth therein.

Now, therefore, the Developer hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with the Property, their heirs, successors and shall inure to the benefit of each owner thereof.

Definitions

1. “City” shall mean and refer to the City of McMinnville, Oregon in which the Property is located.
2. “Owner” shall mean and refer to the owner, whether one or more persons or entities, of and Lot within the Property, including contract purchasers, but does not include a person holding only a security interest in a Lot for the performance of an obligation.
3. “Property” shall mean and refer to any and all real property developed as a part of Cypress Meadows Subdivision, and any and all improvements thereon and additions.
4. “Lot” shall mean and refer to any unit of land shown upon any record plat map of the property.
5. “Developer” shall mean and refer to Yamhill Community Development Corp. or its successors and assigns of any and all rights under this Declaration.
6. “Improvements” shall mean and refer to any man-made changes in the natural conditions of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface, such as any building, fence, wall, signs, addition, alteration, screen enclosure, sewer, drain, disposal, lake waterway, road, paving, utilities, grading, landscaping, and exterior illumination and shall not be limited to any changes in any exterior shape or any new interior or exterior improvements.
Article I
Building Restrictions

I. Setback Requirements. The minimum setback requirements for all dwellings in the Property shall be in accordance with the setback requirements of the City or other controlling governmental agency.

II. Dwelling size. Unless specifically approved by the Developer, the living area (building envelope) for all single family dwellings constructed in the Property shall not be less than 1050 square feet.

III. Building materials. All building materials to be incorporated into and visible as part of the external structure of any building or other structure in the development shall be new materials.

   A. Roofing Materials: medium or better wood shake/shingle, time, or 30 year Architectural composition material.
   B. Siding Materials: clapboards, vinyl, or vertical T-111 shall be allowed.

IV. Fences. As approved by McMinnville City building codes, no others allowed

V. Detached Improvements: All detached structures must be compatible in style and scale with other structures on the lot and in the development. Any detached structures greater than 100 square feet in size must comply with the setback requirements in Section 1 above.

VI. Garages/Carparks. All Houses will be constructed with attached garage providing adequate parking and in compliance with McMinnville building codes. In most cases adequate parking is defined as a two-car garage.

VII. Landscaping: All landscaping shall be done within 90 days of the completion of construction of the main dwelling or as soon as possible thereafter if a delay is necessary due to weather conditions.

VIII. 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, which would infiltrate lawns of other lot owners. 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.

IX. No Hedges planted or place on any property in the development shall exceed 10 feet in height.

X. No building materials or equipment of any kind shall be stored on any vacant lots. Vacant lot must be graded and be kept free of trash and debris at all times.

XI. Lot owner(s) shall be responsible for maintaining painting/staining and generally keeping in good order and repair the exterior of any improvements on any Lot(s) owned. The Owner(s) shall also be responsible for maintaining the landscaping of such Lots(s) owned. Laws, shrubbery, plantings, trees and other landscaping shall be kept in a neat and proper condition consistent with good horticultural practices.

Article II
General Provision

I. 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. No large commercial vehicles such as logging trucks, dump trucks, oversized vans shall be parked on any lot or street, except for the purpose of normal business deliveries or related activities.
II. Storage of Campers, Recreational Vehicles, Boats, trailers, or other equipment or materials as identifies in Section 1 above must be stored in an enclosed garage or storage building or enclosed behind a fence that is constructed in such a manner that the subject items are reasonably obstructed from view. All parking pads for recreational vehicles, boats and equipment must be constructed in accordance with McMinnville building and land use codes.

III. Electronic Receivers: Radio or television antennae or other outside receptors except small satellite dishes that do not exceed 24" in diameter shall not be permitted in Cypress Meadows.

IV. Animals: No animals of any kind shall be kept in the development except household animals, which are not bred or kept for any commercial purposes. No unreasonable number of such household pets shall be allowed. No pet shall be allowed to run at large within the development.

V. Trash and Refuse: No garbage will be allowed to accumulate on any property in the development.

VI. Planting Strip: Each lot owner shall be responsible for maintaining and irrigating the planting strip along the street(s) on all sides of his/her lot and shall be responsible for replanting should trees die from neglect or acts of God.

VII. Governmental Rules: All improvements and use of property in the subdivision must comply with all applicable governmental rules, regulations, and laws not withstanding any and all provision of the covenants, conditions, and restrictions for Cypress Meadows.

Article III
Covenants, Conditions, and Restrictions

I. Duration: The covenants, conditions and restrictions contained herein shall run with the land for the benefit of each owner and shall pass with each parcel of the development and shall bind the respective successor(s) in interest of the present owner. These covenants, conditions and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of the recording of these covenants, conditions and restrictions, at which time they shall be deemed automatically renewed unless the majority of the owners of record of property in the development elect to terminate or modify said covenants, conditions, and restrictions.

II. Remedies for Violations: In the event of a violation of breach of any of the covenants, conditions, and restrictions contained herein, any person claiming by, through, or under the Developer, or any owners, or representative or fiduciary of the owner, have the right to bring an action to compel compliance with the terms and conditions including the right to obtain a temporary restraining order, preliminary injunction, and permanent injunction. In addition, any person seeking to enforce the covenants, conditions and restrictions herein may maintain an action for damages. The remedy of an order requiring the removal of any improvements constructed in violation of the terms herein will be available with such removal to be at the expense of the owner of the improvement that is to be removed.

III. Invalidation: The invalidation of any one or more of the covenants, conditions, and restrictions contained herein by any court of competent jurisdiction shall in no way affect any of the other covenants, conditions, and restrictions, which shall remain full force and effect.

IV. Attorney Fees: In the event of any suit, action, arbitration, mediation or other proceeding is brought to enforce the provision of the Declaration or any lien filed pursuant heretofore on account of any violation hereof, the prevailing party shall be entitled to recover, as apart of the cost and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation cost of enforcing the CCR's and a reasonable attorney's fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney's fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

V. Termination of Developer's Interest: Unless otherwise specified herein, once seventy percent of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which the Developer may thereafter own.
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VI. Limitation of Liability of Developer. Developer shall not be liable to any owner on account of any action or failure to act of Developer in performing his duties or rights hereunder, provided that Developer, in accordance with the actual knowledge possessed by him, acted in good faith.

In WHITNESS HEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this ___day of ___July___ 2001.

Yamhill Community Development Corp.
1107 N Baker
McMinnville, Oregon

By: [Signature]

Ms. Teresa Smith

ITS: President of the Board of Directors

State of Oregon
County of Yamhill

On this ___day of ___July___ 2001, before me duly sworn, did say that he/she is President of Yamhill Community Development Corp., the within named Declarant and that the instrument was signed in behalf of the Corporation, and acknowledge the instrument to be the free act and deed of the Yamhill Community Development Corporation.

Notary Public of Oregon
My Commission Expires: 06-13-05.
CYPRESS MEADOWS
FIRST ADDITION

AN R-3 PD SUBDIVISION

NORTH

THE PURPOSE OF THIS SURVEY/SUBDIVISION IS TO SUBDIVIDE A PORTION OF THAT CERTAIN TRACT DESCRIBED IN DEED, VOLUME 171, PAGE 471, YAMHILL COUNTY RECORDS. THIS IS THE FIRST ADDITION TO THE APPROVED CYPRESS MEADOWS DEVELOPMENT AND COUPLES WITH THE CONDITIONS OF APPROVAL, AS DETAILED IN CITY OF McMinnville PLANNING DEPARTMENT, DOCKET NO. 99-165.

FOUND MONUMENTS WERE HELD AT ALL BOUNDARY CORNERS AS PER C.S. 11035 AND CYPRESS MEADOWS SUBDIVISION PLAT. MONUMENTS ARE AS PER THE CYPRESS MEADOWS SUBDIVISION PLAN, ESTABLISHED BY HOLDING FOUND MONUMENTS AT THE NORTHWEST AND SOUTHWEST CORNERS OF THE S.F. STAGS DENNISON LAND CLAIN NO. 35, AS SHOWN AND NOTED.

NOTES:
1. LOT 23, 24 & 25 SHALL BE HELD AS VACANT ACCESS TO CYPRESS LANE.
2. PURSUANT TO CITY OF McMinnville ORDINANCE NO. 5632, AS AMENDED, PARK FEES FOR EACH LOT SHALL BE PAID FOR EACH HOUSE UNIT AT THE TIME OF BUILDING PERMIT APPLICATION.

EMILY DRIVE

CURVE DATA TABLE

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BASIS OF BEARINGS AS PER CYPRESS MEADOWS PLAT, INSTRUMENT NO. 200001041

CENTRELINE CURVE TABLE OF RADIUS:

1. CURVE: 13.00', LENGTH: 20.49', OUTSIDE BEARING: N 45° 15' 02"E
2. CURVE: 13.00', LENGTH: 6.97', OUTSIDE BEARING: S 0° 1° 50"E
3. CURVE: 13.00', LENGTH: 4.27', OUTSIDE BEARING: S 49° 30' 34"E
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13. CURVE: 13.00', LENGTH: 20.30', OUTSIDE BEARING: N 44° 44' 40"W
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BASIS OF BEARINGS AS PER CYPRESS MEADOWS PLAT, INSTRUMENT NO. 200001041

L. JOHN P. TACCHINO, CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

John P. Tacchino, Engineer

COUNTY SURVEYOR

12/23/2000

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REPRODUCED BY LAND & ASSOCIATES ENGINEERING}

NOTE: L. JOHN P. TACCHINO, CERTIFIED THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.

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