COVENANTS, CONDITIONS AND RESTRICTIONS

CYPRUS POINT SUBDIVISION

PHASE I, BLOCK 1

These covenants and restrictions apply to and are enforceable by lots located in Block 1 of Phase I, Cypress Point Subdivision, McMinnville, Yamhill County, Oregon ("the land").

The undersigned, owners of all the real property included in Block I Cypress Point Subdivision, Phase I, a Plat duly recorded September 30, 1991, in Volume 3, Page 141 & 142, Plat Records of Yamhill County, Oregon, hereby adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the property burdened and benefited by the restrictions.

These Covenants, Conditions and Restrictions shall constitute the 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 land within the burdened area and that owner's heirs, successors and assignees.

1. USE OF PROPERTY AND DESIGN STANDARDS

   A. No lot shall be used for other than single-family non-
      business related residential purposes.

   B. Size, Height and Material Requirements:

      (1) Maximum building height shall be 35 feet measured
          from the nearest curb to the peak of the roof.

      (2) Minimum square footage (living area only, not
          including garage) in any house shall be 1,500
          square feet and at least 800 square feet on the
          ground floor if a two-story home.

      (3) No carports shall be allowed. A two or three car
          garage is required as part of, or attached to each
          house.

      (4) Every structure shall be constructed entirely of
          new material.

      (5) Roofs shall be shake, composition (heavier than 225
          pounds per square of roofing), or tile.
C. All zoning, set back, and building requirements of the City of McMinnville shall pertain to all sites.

D. No building shall be occupied while in the course of original construction.

E. The following fencing requirements apply:
   1. Maximum fence height for front yard and side yards forward of the building and corner lots on side abutting the street is 3 feet.
   2. Other fences shall not exceed six feet.
   3. Fences must be wood, stone, brick, stuccoed block wall or concrete finished to simulate one of the previously specified materials.

F. Exterior colors shall be natural earth tones or other subdued colors.

G. No commercial vehicles weighing more than 6,000 pounds gross weight shall be permitted to be parked in the development except for loading and unloading, and further except for parking within a fully enclosed garage.

H. All yards are to be landscaped within 6 months of the completion of construction.

I. No animals or fowl shall be permitted except the following kept as pets, only: dogs, cats, birds and caged small animals traditionally kept as pets such as gerbils, hamsters and guinea pigs.

J. There shall not be stored, parked, or kept upon any lot or tract in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, abandoned or inoperative condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

K. No more than 1 family shall be allowed to occupy a dwelling. This does not prohibit overnight guests, temporary visitors or in-house domestic employees.

L. No noxious or offensive activity shall be allowed or conducted which is or may become an annoyance or nuisance to the neighborhood or detract from its value as a quality residential district.
M. Lot owners shall keep vacant lots free from weeds, briars and other vegetation which could infiltrate lawns of other lot owners.

N. Signs shall be limited to one sign of not more than three feet by two feet which advertises the property for sale or rent. In addition, political signs of the same dimension are allowed, but must be removed one week following the election.

2. REQUIREMENTS FOR MAINTENANCE

A. The owner shall maintain all structures in good order and repair and in an attractive and neat condition.

B. Yards and other improvements shall be maintained in an attractive and neat condition.

3. ENFORCEMENT

A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of Block I of the subdivision. Any such person shall have the right to enforce these restrictions at law or in equity. It is not implied nor at any time will the City of McMinnville be responsible for the enforcement of these restrictions.

B. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the lots in Block I 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 successive periods of ten years unless the then owners of a majority of the lots in Block I subsequently agree to change these covenants in whole or part and such agreement is duly recorded in the appropriate Yamhill County real property record.

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

DATED this ___ day of ___ , 1992.

[Signature]
Margaret E.B. Aster

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Howard Aster

SUBSCRIBED AND SWORN to before me this 10th day of April, 1992.

Shirley Sanderson

NOTARY PUBLIC FOR OREGON

My Commission Expires: 06-21-94

STATE OF OREGON)
COUNTY OF YAMHILL)

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

Charles Stern,
COUNTY CLERK

Page 4 - COVENANTS, CONDITIONS AND RESTRICTIONS

DRAKE AND TANKEBILLY
P.O. Box 60, 25 South Swan Street
Medford, Oregon 97501
(503) 472-6634
AMENDMENTS TO COVENANTS, CONDITIONS AND
RESTRICTIONS, CYPRESS POINT SUBDIVISION,
PHASE 1, BLOCK 1

This amendment is made March 17, 1994 by the undersigned property owners and by Howard and Betsy Peter (owners and developers) and concerns the Covenants, Conditions, and Restrictions, Cypress Point Subdivision, Phase 1, Block 1, recorded in Film Volume 267, Page 1046-1049, Deed and Mortgage Records of Yamhill County, Oregon.

The Covenants, Conditions and Restrictions described above shall be modified as follows:

Section 1B(2) currently reads:

Minimum square footage (living area only, not including garage) in any house shall be 1,500 square feet and at least 800 feet on the ground floor if a two-story home.

Section 1B(2) shall be modified to read:

Minimum square footage (living area only, not including garage) in any house shall be 1,500 square feet and at least 800 feet on the ground floor if a two-story house. However, the minimum square footage for a house located on Lot 4 Block 1 shall be 1,400 square feet provided that the home meets all of the other requirements of this subsection.

Owners(s) Lot 1 Block 1
Cypress Point Subdivision

Owner(s) Lot 2 Block 1
Cypress Point Subdivision

Owner(s) Lot 3 Block 1
Cypress Point Subdivision

Owner(s) Lot 4 Block 1
Cypress Point Subdivision

Owner(s) Lot 5 Block 1
Cypress Point Subdivision
STATE OF OREGON, County of Yamhill  ss: March 15, 1994.
Personally appeared, James F. and Joan M. Carlson and acknowledged
the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, County of Yamhill  ss: March 15, 1994.
Personally appeared, Nancy R. and John Williams and acknowledged
the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, County of Yamhill  ss: March 16, 1994.
Personally appeared, Mary M. and John J. Miller and acknowledged
the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, County of Yamhill  ss: March 16, 1994.
Personally appeared, Roy G. and Mary G. Miller and acknowledged
the foregoing instrument to be their voluntary act and deed.

Page 2-AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS
STATE OF OREGON, County of Yamhill ) ss: March 17, 1994
Personally appeared K. George Noden and acknowledged
the foregoing instrument to be her voluntary act and deed.

Marilyn Bell
Notary Public for the State of Oregon
My commission expires: 6-16-99

STATE OF OREGON, County of Yamhill ) ss: March 17, 1994
Personally appeared Before Noter and acknowledged
the foregoing instrument to be her voluntary act and deed.

Sheryl Lutz
Notary Public for the State of Oregon
My commission expires: 2-6-98

004348

Page 3-AMENDMENTS TO COVENANTS, CONDITIONS, AND RESTRICTIONS
COVENANTS, CONDITIONS AND RESTRICTIONS

CYPRESS POINT SUBDIVISION

PHASE I, BLOCKS 2 AND 3

These covenants and restrictions apply to lots located in Blocks 2 and 3 of Phase I, Cypress Point Subdivision, McMinnville, Yamhill County, Oregon ("the land"). They are enforceable by owners of the "benefitted properties," which are defined as lots affected, together with other adjacent real properties presently owned by declarant (excepting those located in Block 1, Phase I, Cypress Point Subdivision).

The undersigned, owners of all the real property included in Blocks 2 and 3 of Cypress Point Subdivision, Phase I, a Plat duly recorded September 30, 1987, in Volume 3, Page 141 & 142, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the 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 benefitted property area and that owner's heirs, successors and assigns.

1. GENERAL RESTRICTIONS

A. All mobile homes ("mobile home" as used throughout this document includes, but is not limited to, both mobile homes and manufactured homes as presently defined in ORS 446.003, subject to further restrictions as set forth below) shall be at least double-wide units and shall comply with the definition of a "class A mobile home" under City of McMinnville Ordinance No. 4420, subsection 03.010 as of the date of the covenants (or a more restrictive definition if adopted later). Roofs must be non-reflective, pitched, with eaves. At the time a mobile home is placed on the property it must be no more than five years old, measured from the date of manufacture, if available, otherwise from the model year designated on the certificate of title.

B. All mobile homes shall be maintained in good condition and repair and shall be kept painted to remain aesthetically compatible with other mobile homes in the subdivision. Hitches and wheels must be removed.
C. Every lot shall be landscaped and an enclosed garage shall be erected on the property within six (6) months after the mobile home is moved onto the site.

D. All zoning, set back and building requirements of the City of McMinnville shall pertain to all sites.

E. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

F. No storage or accessory buildings shall be placed in the front yard.

G. No tent, shack, garage or other outbuilding constructed or placed upon any lot or shall at any time be used as a temporary or permanent residence.

H. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is rusted, junked, partially dismantled, inoperable or abandoned condition. The owner of the vehicle shall remove it or to have it stored in a building where it will not be visible from the street or other property.

I. No noxious or offensive activity shall be conducted or permitted which is, or may become an annoyance or nuisance to the neighborhood or detract from its value as a quality residential district.

J. No animals or fowl shall be permitted except the following kept as pets: only dogs, cats, birds and caged small animals traditionally kept as pets such as gerbils, hamsters and guinea pigs. Property owners shall conform to all applicable laws and ordinances concerning pets including but not limited to "leash laws" and noise abatement laws. No property owner shall keep a dog on the property whose barking or other behavior constitutes a nuisance.

K. The following fencing requirements apply:

(1) Maximum fence height for front yard and side yards forward of the building and corner lots on side abutting the street is 3 feet.
(2) Other fences shall not exceed six feet.

(3) Fences must be wood, stone, brick, stuccoed block wall or concrete finished to simulate one of the previously specified materials.

L. Lot owners shall keep vacant lots free from weeds, briars and other vegetation which could infiltrate lawns of other lot owners.

M. Signs shall be limited to one sign of not more than three feet by two feet which advertises the property for sale or rent. In addition, political signs of the same dimension are allowed and must be removed one week following the election.

2. BUILDING RESTRICTIONS

A. All mobile homes shall be placed on solid concrete strip footings not less than 6" thick and 16" wide. All pier block spacing to be according to code. All homes shall be skirted within 90 days of being set.

B. All mobile homes when installed shall be "pitted" for aesthetic looks. All units shall be set with a minimum clearance of 18 inches between excavated ground (not grade) and the lowest point on the floor joists of the unit.

C. No dwelling other than a mobile home may be placed on this property.

D. Each lot owner shall submit to the McMinnville Building Department for its approval prior to the setting of a home, site plans showing the location of the home and proposed building in relation to all property lines.

E. All accessory buildings shall have a minimum of 70 square feet of floor area and be less than 10 feet in height to the tallest point above grade, except that garages may exceed 10 feet in height.

F. No add-ons will be permitted to the mobile home except garages.

G. All buildings placed or constructed on any lot, excepting portions of buildings constructed of brick, metal or stone, shall be painted to match the mobile home’s exterior within six (6) months of completion.
H. All driveways shall be concrete.

I. All mobile homes shall meet structural heating, plumbing, electrical and other codes and applicable regulations at time of construction.

J. All building and installation activities on the property shall comply with all applicable laws, rules, regulations and codes in effect at the time of installation.

K. All plumbing lines above ground shall be protected against freezing.

L. All sewer lines outside of skirting shall be underground.

3. ENFORCEMENT

A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right to 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.

B. 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 successive periods of ten years unless the then owners of a majority of the benefitted properties subsequently agree in writing to change 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 benefitted property shall entitle its owners to one vote.

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

DATED this 20th day of April, 1992.

Howard Aster

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Margaret E B Aster

SUBSCRIBED AND SWORN to before me this 20th day of April,

[Signature]

NOTARY PUBLIC FOR OREGON
My Commission Expires: 06-21-94

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DRAGON AND TANKERSLEY
P.O. Box 420, P.O. Box 420
McMinnville, Oregon 97128
(503) 472-0244
COVENANTS, CONDITIONS AND RESTRICTIONS

CYPRESS POINT SUBDIVISION

PHASE I, BLOCK 4

These covenants and restrictions apply to lots located in Block 4 of Phase I, Cypress Point Subdivision, McMinville, Yamhill County, Oregon ("the land"). They are enforceable by owners of the "benefitted properties," which are defined as lots affected, together with other adjacent real properties presently owned by declarant (excepting those located in Block 1, Phase I, Cypress Point Subdivision).

The undersigned, owners of all the real property included in Block 4 of Cypress Point Subdivision, Phase I, a Plat duly recorded September 30, 1981, in Volume 1, Page 141, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the 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 the benefitted property area and that owner's heirs, successors and assigns.

1. GENERAL RESTRICTIONS

A. All mobile homes ("mobile home" as used throughout this document includes, but is not limited to, both mobile homes and manufactured homes as presently defined in ORS 466.003, subject to further restrictions as set forth below) shall be at least double-wide units and shall comply with the definition of a "class A mobile home" under City of McMinville Ordinance No. 4420, subsection 03.010 as of the date of the covenants (or a more restrictive definition if adopted later). Roofs must be non-reflective, pitched, with eaves. At the time a mobile home is placed on the property it must be no more than five years old, measured from the date of manufacture, if available, otherwise from the model year designated on the certificate of title.

B. All mobile homes shall be maintained in good condition and repair and shall be kept painted to remain aesthetically compatible with other mobile homes in the subdivision. Hitches and wheels must be removed.
C. Every lot shall be landscaped and an enclosed garage shall be erected on the property within six (6) months after the mobile home is moved onto the site.

D. All zoning, setback and building requirements of the City of McMinnville shall pertain to all sites.

E. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

F. No storage or accessory buildings shall be placed in the front yard.

G. No tent, shack, garage or other outbuilding constructed or placed upon any lot or shall at any time be used as a temporary or permanent residence.

H. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or to have it stored in a building where it will not be visible from the street or other property.

I. No noxious or offensive activity shall be conducted or permitted which is or may become an annoyance or nuisance to the neighborhood or detract from its value as a quality residential district.

J. No animals or fowl shall be permitted except the following kept as pets, only: dogs, cats, birds and caged small animals traditionally kept as pets such as gerbils, hamsters and guinea pigs. Property owners shall conform to all applicable laws and ordinances concerning pets including but not limited to "leash laws" and noise abatement laws. No property owner shall keep a dog on the property whose barking or other behavior constitutes a nuisance.

K. The following fencing requirements apply:

(1) Maximum fence height for front yard and side yards forward of the building and corner lots on side abutting the street is 3 feet.
(2) Other fences shall not exceed six feet.

(3) Fences must be wood, stone, brick, stuccoed block wall or concrete finished to simulate one of the previously specified materials.

L. Lot owners shall keep vacant lots free from weeds, briars and other vegetation which could infiltrate lawns of other lot owners.

M. Signs shall be limited to one sign of not more than three feet by two feet which advertises the property for sale or rent. In addition, political signs of the same dimension are allowed and must be removed one week following the election.

2. BUILDING RESTRICTIONS

A. All mobile homes shall be placed on solid concrete strip footings not less than 6" thick and 16" wide. All pier block spacing to be according to code. All homes shall be skirted within 90 days of being set.

B. All mobile homes when installed shall be "pitted" for aesthetic looks. All units shall be set with a minimum clearance of 18 inches between excavated ground (not grade) and the lowest point on the floor joists of the unit.

C. No dwelling other than a mobile home may be placed on this property.

D. Each lot owner shall submit to the McMinnville Building Department for its approval prior to the setting of a home, site plans showing the location of the home and proposed building in relation to all property lines.

E. All accessory buildings shall have a minimum of 70 square feet of floor area and be less than 10 feet in height to the tallest point above grade, except that garages may exceed 10 feet in height.

F. No add-ons will be permitted to the mobile home except garages.

G. All buildings placed or constructed on any lot, excepting portions of buildings constructed of brick, metal or stone, shall be painted to match the mobile home's exterior within six (6) months of completion.
H. All driveways shall be concrete.

I. All mobile homes shall meet structural heating, plumbing, electrical and other codes and applicable regulations at time of construction.

J. All building and installation activities on the property shall comply with all applicable laws, rules, regulations and codes in effect at the time of installation.

K. All plumbing lines above ground shall be protected against freezing.

L. All sewer lines outside of skirting shall be underground.

3. ENFORCEMENT

A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefited property. Any such person shall have the right to 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.

B. 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 successive periods of ten years unless the then owners of a majority of the benefited properties subsequently agree in writing to change 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.

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

DATED this 4th day of February, 1993.

[Signature]

Howard A. Barker

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DRAKE AND THACKLEY
P.O. Box 41, McMinnville, Oregon 97128
(503) 472-3004
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