DECLARATIONS OF RESTRICTIONS, CONDITIONS, COVENANTS, CHARGES AND AGREEMENTS AFFECTING BARCLAY FARMS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the Lutz Development Co., an Oregon corporation, owner of lands in Barclay Farms Subdivision a duly recorded plat in City of Newberg, Yamhill County, Oregon, recorded in Cabinet A, Slot 182, in the Plat Records of Yamhill County, Oregon, and in connection with said plat and dedication, Lutz Development Co. does hereby declare that for the use of each and all of the lots, in Barclay Farms Subdivision, the following protective covenants are hereby established:

1. LAND USE AND BUILDING TYPE

No lot shall be used for other than residential purposes, and no building other than one single family dwelling, with attached or detached garage, carport or accessory building, shall be erected on any lot. For purpose of definition, accessory building shall mean greenhouse or swimming pool.

2. DWELLING SIZE

The ground floor area of a one-story dwelling, exclusive of open porches and garage, shall not be less than 1,200 square feet. In the case of a two-story dwelling, the lower or ground level shall not be less than 750 square feet. In the event of a multi-level, the area of the one-story portion shall constitute a minimum of 1,200 square feet. A daylight basement home and a split foyer home containing the garage under the main floor shall have not less than 1,100 square feet in the upper or main floor and not less than 450 square feet in the lower floor containing the garage.

3. SET-BACK LINES

All set-back lines for front yards, side yards and rear yards shall be in accordance with requirements of the city of Newberg Planning Commission regulations currently in effect but in no case shall set-back lines be less than the following:

- Front street set-back, 20 feet;
- Side yard set-back 5 feet;
- Rear yard set-back 15 feet

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4. NUISANCES

No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

5. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent.

6. FENCES

No fence or screening structure shall be erected on any lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six feet in height from the finished lot grade. In no event shall rear and side lot fences referred to hereinabove be erected without written approval of the Architectural Control Committee.

7. ON-SITE STORAGE

No inoperable automobile, trailer, camper, boat and trailer or camper and pick-up shall be stored in the open on the street or any lot for a period to exceed seven days. All permanent storage for the items outlined above shall be provided by permanent garage, carport or suitably screened storage area, approved by the Architectural Control Committee.

8. ARCHITECTURAL CONTROL COMMITTEE AND APPROVAL OF PLANS

There is hereby created an Architectural Control Committee to be composed of three representatives selected by the Lutz Development Co., said Committee to provide for architectural control and design and in order to provide for a planned neighborhood. A majority of the Committee may designate a representative to act for it, and it will be the responsibility of this Committee to approve all plans for dwellings to be constructed on any of the property covered herein. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fences or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.
To insure that builders and contractors conducting
their operations upon any of said lots are financially sound and
of good general business reputation, no builder or contractor
may perform work, labor or enter into any contract until said
builder or contractor shall have first obtained the written
consent of said Committee.

The Committee's approval or disapproval as required in
these covenants shall be in writing. In the event the Committee
or its designated representative fails to approve or disapprove
within 30 days after plans and specifications have been
submitted to it, approval will not be required and the related
covenants shall be deemed to have been fully complied with.
Further, the Committee shall be dissolved and have no further
authority or responsibility beyond a date five years from the
date of recording of these restrictions or beyond a date
that 90% of the lots in Barcley Farms are sold and built upon,
whichever first occurs.

9. SIGNS

No sign shall be displayed to public view on any lot
except as follows:

(a) One professional sign, not larger than one square
foot.
(b) One sign not larger than five square feet
advertising the property for sale or rental.
(c) Builder's sign during construction and initial
sale period.

10. ANIMALS

No animal or poultry shall be raised or kept on any
lot, except that dogs, cats, or other household pets may be
kept, provided they are not raised or kept for commercial
purposes and are not permitted to cause damage or constitute a
nuisance to neighbors.

11. GARBAGE, REFUSE DISPOSAL AND CONTROL OF DEBRIS

No lot shall be used as a dumping ground for garbage,
ruddish or other waste. All garbage or other waste shall be
kept in sanitary containers and incinerators or other equipment
for storage or disposal of such material shall be maintained in
a clean and sanitary condition.

12. ROOF CONSTRUCTION

All homes constructed will have a minimum roof pitch
of 5/12 and roofing material will be wood or tile unless
otherwise approved by the architectural committee.
13. TERMS

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument changing them in whole or in part has been signed by a majority of the then owners of the lots and recorded.

14. SEVERABILITY OR INVALIDATION

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and affect.

15. ENFORCEABILITY

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. ATTORNEYS' FEES

In the event suit or action is commenced to enforce any provision hereof, or for damages on account of a breach thereof, the prevailing party shall be entitled to such party's attorneys' fees from the losing party, including such fees in any appellate proceedings.

17. ELECTRIC SERVICE

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 outdoor overhead wires shall be erected, placed or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

18. AMENDMENT

The covenants, conditions and restrictions herein set forth run with the land and shall be binding upon all parties and persons claiming under them but provided any covenants, conditions and restrictions may be amended in whole or in part by the then owners of not less than 75% in area of the whole of said property, it being further required that any amendment must be in writing signed by said owners of 75% of said property, acknowledged and recorded as required for a deed under the laws of the State of Oregon.
STATE OF OREGON  

County of Washington  

On this 1st day of August, 1975, before me appeared Arthur A. Lutz, personally known to me, who being duly sworn, did say that he, the said Arthur A. Lutz, is the President of Lutz Development Co., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, acknowledged said instrument to be in free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My Commission Expires:

10-5-81
1st Amendment to the Declarations of Restrictions, Conditions, Covenants, Charges and Agreements Affecting BARCLAY FARMS Subdivision

THE FOLLOWING SECTIONS ARE AMENDED TO READ:

2. Dwelling Size

The ground floor area of a one-story dwelling, exclusive of open porches and garage, shall not be less than 1050 square feet. In the case of a two-story dwelling, the lower or ground level shall not be less than 750 square feet. In the event of a multi-level, the area of the one-story portion shall constitute a minimum of 650 square feet. A daylight basement home and a split foyer home containing the garage under the main floor shall not have less than 1100 square feet in the upper or main floor and not less than 450 square feet in the lower floor containing the garage.

7. On-Site Storage

No inoperable motorized vehicle shall be stored in the open on the street or any lot for a period exceeding seven days.

12. Roof Construction

All homes constructed will have a minimum roof pitch of 4/12.

8/80
STATE OF OREGON  
COUNTY OF WASHINGTON  

On this 29th day of September, 19\text{th}, before me appeared Phillip G. Mullard, personally known to me, who being duly sworn, did say that he, the said Phillip G. Mullard, is the President of Lutz Development Co., the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, acknowledged said instrument to be in free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal the day and year last above written.

\begin{flushright}
\text{Notary Public for Oregon}  
My Commission Expires:  
\end{flushright}
Second Amendment to the
DECLARATIONS OF RESTRICTIONS, CONDITIONS
COVENANTS, CHARGES AND AGREEMENTS
AFFECTING BARCLAY FARMS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, That the Lutz Development Company, an Oregon corporation, owner of lands in Barclay Farms Subdivision, a duly recorded plat in City of Newberg, Yamhill County, Oregon, recorded in Cabinet A, Lot 182, in the Plat Records of Yamhill County, Oregon, and in connection with said plat and dedication, Lutz Development Company does hereby declare that for the use of each and all of the lots, in Barclay Farms Subdivision, the following protective covenants are hereby established:

1. LAND USE AND BUILDING TYPE

No lot shall be used for other than residential purposes, and no building other than one single family dwelling with attached or detached garage, carport or accessory building, shall be erected on any lot. For purpose of definition, accessory building shall mean greenhouse or swimming pool.

2. DWELLING SIZE

The ground floor area of a one-story dwelling, exclusive of open porches and garage, shall not be less than 1,000 square feet. In the case of a two-story dwelling, the lower or ground level shall not be less than 750 square feet. In the event of a multi-level, the area of the one-story portion shall constitute a minimum of 650 square feet. A daylight basement home and a split foyer home containing the garage under the main floor shall have not less than 1,100 square feet in the upper or main floor and not less than 450 square feet in the lower floor containing the garage.

3. SET-BACK LINES

All set-back lines for front yards, side yards and rear yards shall be in accordance with requirements of the City of Newberg Planning Commission regulations currently in effect.

4. NUISANCES

No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.

5. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence, either temporary or permanent.

Page 1
6. FENCES

No fence or screening structure shall be erected on any lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front of any dwelling or accessory building or garage as previously defined. In no event shall any fence exceed six feet in height from the finished lot grade. In no event shall rear or side lot fences referred to hereinabove be erected without written approval of the Architectural Control Committee.

7. ON-SITE STORAGE

No inoperative automobile shall be stored in the open on the street or any lot for a period to exceed seven days.

8. ARCHITECTURAL CONTROL COMMITTEE AND APPROVAL OF PLANS

There is hereby created an Architectural Control Committee to be composed of three representatives selected by the Lutz Development Company, said Committee to provide for architectural control and design and in order to provide for a planned neighborhood. A majority of the Committee may designate a representative to act for it, and it will be the responsibility of this Committee to approve all plans for dwellings to be constructed on any of the property covered herein. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fences or walls shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

To insure that builders and contractors conducting their operations upon any of said lots are financially sound and of good general business reputation, no builder or contractor may perform work, labor or enter into any contract until said builder or contractor shall have first obtained the written consent of said Committee.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Further, the Committee shall be dissolved and have no further authority or responsibility beyond a date five years from the date of recording of these restrictions or beyond a date that 90% of the lots in Barclay Farms are sold and built upon, whichever first occurs.
9. SIGNS

No sign shall be displayed to public view on any lot except as follows:

(a) One professional sign, not larger than one square foot.
(b) One sign not larger than five square feet advertising the property for sale or rental.
(c) Builder's sign during construction and initial sale period.

10. ANIMALS

No animal or poultry shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or constitute a nuisance to neighbors.

11. GARBAGE, REFUSE DISPOSAL AND CONTROL OF DEBRIS

No lot shall be used as a dumping ground for garbage, rubbish or other waste. All garbage or other waste shall be kept in sanitary containers and incinerators or other equipment for storage or disposal of such materials shall be maintained in a clean and sanitary condition.

12. TERMS

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument changing them in whole or in part has been signed by a majority of the then owners of the lots and recorded.

13. SEVERABILITY OR INVALIDATION

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and affect.

14. ENFORCEABILITY

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

15. ATTORNEYS' FEES

In the event suit or action is commenced to enforce any provision hereof, or for damages on account of a breach thereof, the prevailing party shall be entitled to such party's attorneys' fees from the losing party, including such fees in any appellate proceedings.
16. ELECTRIC SERVICE

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 outdoor overhead wires shall be erected, placed or maintained within this subdivision. All purchasers of lots or tracts within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

17. AMENDMENT

The covenants, conditions and restrictions herein set forth run with the land and shall be binding upon all parties and persons claiming under them but provided any covenants, conditions and restrictions may be amended in whole or in part by the then owners of not less than 75% in area of the whole of said property, it being further required that any amendment must be in writing signed by said owners of 75% of said property, acknowledged and recorded as required for a deed under the laws of the State of Oregon.

[Signature]

LUTZ DEVELOPMENT COMPANY

STATE OF OREGON  
COUNTY OF WASHINGTON  

On this __ day of __________, 19__, before me appeared Phillip G. Mullard, personally known to me, who being duly sworn, did say that he, the said Phillip G. Mullard, is the President of Lutz Development Company, the within named Corporation, and that the said instrument was signed in behalf of said Corporation by authority of its Board of Directors, acknowledged said instrument to be in free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal the day and year last above written.

[Signature]

Notary Public
My Commission Expires:

Page 4
ENGLISH MEADOWS
BEING A REPIAT OF LOTS 5 & 6
OF BLOCK 1 OF THE PLAT OF
BARCLAY FARMS, LOCATED IN THE
SW 1/4 OF SECTION 7, T. 3 S., R. 2 W., W.M.
CITY OF NEWBERG, YAMHILL COUNTY
STATE OF OREGON
DATE MONUMENTED: OCTOBER 15, 2002
CITY PLANNING DIV. PL NO. 0-30-02

DECLARATION

AND THAT ALL OUT OF THE LANDS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS SHOWN ON THE ANNEXED PLAT TO BE HERETOFHAND DESCRIBED "ENGLISH MEADOWS," WE HEREBY GRANT ALL CONSENTS AS SHOWN OR NOTED ON SAID PLAT.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF YAMHILL
This certificate that on the 23 day of May 2003 before me, personally appeared LEE A. BURGER, a state of Oregon, who is duly sworn and duly sworn to say that this was the owner of the lands described in the declarant's certificate, and that executed the foregoing instruments and I, HEREBY ACKNOWLEDGE said instrument to be of their own free act and deed.

CONSENT AFFIDAVIT
AN ATTORNEY OF CONSENT TO THE DECLARATION BY WELLS FARGO HOME MORTGAGE, INC., TRUSTEES DESIGNATED THEREUNDER, HAS BEEN RECORDER IN INSTRUMENT NO. 2003-2-222, YAMHILL COUNTY, DEED RECORD.

CONSENT AFFIDAVIT
AN ATTORNEY OF CONSENT TO THE DECLARATION BY FINANCE AMERICA, INC., A LIMITED LIABILITY COMPANY, AS TRUSTEE, HAS BEEN RECORDER IN INSTRUMENT NO. 2003-2-221, YAMHILL COUNTY, DEED RECORD.

 Plat Prepared By:
 Baseline Surveying
 315 Hilltop Drive
 Newberg, OR 97132
 Phone: (503)538-8041 FAX: 503-9239
 E-Mail: mike@bensonmeadows.com
 Job No: 1114

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