Declaration Of Protective Covenants

GERIARD PHASE II

Lots 24-70

All lots listed above shall be conveyed, encumbered, used, improved, and occupied subject to these covenants.

(A) All improvements shall meet zoning and building codes as required by the City Of McMinnville. All use and occupancy shall be legal and shall conform to the laws and ordinances of the City Of McMinnville.

(B) All houses shall have a minimum area of 1600 square feet exclusive of open porches and garages. All houses shall have a minimum of a one car garage. All detached buildings must be enclosed and no more than 18 feet high.

(C) Off site built homes, factory built homes, and mobile homes are not permitted.

(D) All homes shall have lap siding. No TI-11, sheet siding, or vinyl siding. All exterior paint colors shall be earth tone.

(E) Front yard’s and planter strip areas must be irrigated. Campers, RV’s, and Boat’s will be stored in garage or on concrete pad behind a fence.

(F) The covenants, easements, and restrictions contained herein shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in the property and shall inure to the benefit of each owner thereof. The covenants and restrictions of this declaration may be amended or terminated by ordinance, court decree, or by an instrument signed by at least 75 percent of the lot owners. Any amendment must be recorded. However, invalidation of any of the covenants or restrictions shall in no way affect any of the other provisions.

(G) Any owner of the afore mentioned Lot shall have the right to enforce by proceedings at law or in equity the restrictions and covenants imposed by the provisions of this declaration. Failure to do so by any owner shall in no event be deemed a waiver, or the right to do so thereafter.

(H) In the case of a suit or action or appeal of action is instituted to enforce the provisions hereof, the losing party agrees to pay such sum, as the court may adjudge reasonable as attorney’s fees to be allowed the prevailing party.

Dated this 28th day of September, 2005

WILDCAT INVESTMENT PROPERTIES, LLC

Douglas A. Kizer, Manager/Member

State of Oregon, County of Yamhill)ss.

This instrument was acknowledged before me this 28th day of September, 2005 by Douglas A. Kizer, Manager/Member of Wildcat Investment Properties, LLC an Oregon limited liability company.

Notary Public