COVENANTS, CONDITIONS AND RESTRICTIONS
HEMBREE HIDEAWAY
AN R-3 MANUFACTURED HOME SUBDIVISION

1). These covenants and restrictions apply to 21 lots located in Hembree Hideaway Subdivision, Yamhill County, McMinnville, Oregon, and is more specifically described as Tax Lot 1900, Section 16BD, T.4 S., R. 4 W., W.M.

2). The undersigned, owners of all the real property included in the 21 lots of Hembree Hideaway Subdivision a plat duly recorded Oct. 18, 2000 in 2002/5120 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 benefited property described above.

3). 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 benefited 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 or carport shall be erected on the property and must obtain a certificate of occupancy from the City of McMinnville 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 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 it's 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. A six foot fence will be required for any dogs of any size; enclosing the entire rear yard from the rear of the home.

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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 constructed of chain link in a professional manner satisfactory to current construction standards (if slats are used, they must match existing perimeter fencing).

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.

N). Lot owners of Lots 1 through 11 are responsible for maintaining of the existing City of McMinnville required Landscape Buffer (arborvitae) at specified locations. More specifically described as Lot #1 West and North Boundaries, Lots 2 through 11 North Boundary.

2). BUILDING RESTRICTIONS:

A). All mobile homes shall be placed on a minimum of 6” crushed compacted rock. 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” 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 garages may exceed 10 feet in height.

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

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 regulation 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.

M). Each lot owner is required to install a 5' wide sidewalk on the portion of the lot abutting any city street.
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 or 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 it’s 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 17 day of October, 2000

M. Edward DeRaeve
M. Edward DeRaeve

Raymond J. Kulback Jr.

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M. Edward DeRaeve
Raymond J. Kulback Jr.

SUBSCRIBED AND SWORN to before me on this 17 day of October, 2000

Dely D. Roberts
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-13-02
AMENDMENT TO:
COVENANTS, CONDITIONS AND RESTRICTIONS
HEMBREE HIDEAWAY
AN R-3 MANUFACTURED HOME SUBDIVISION
(ORIGINAL RECORDING #200015121)

The undersigned, owners of all the real property included in the 21 lots of Hembree Hideaway Subdivision a plat duly recorded October 8, 2000 in 200015120 Plat Records of Yamhill County, Oregon, hereby amend a portion of Covenants, Conditions & Restrictions. Said Amendment affects page 1 of Section 3-1-A.

Amendment To Read:

3).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 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 City of McMinnville Ordinance No. 4420 subsection 03.010 as of the date of the covenants (or a more restrictive definition if adopted later). Used Manufactured Homes will be allowed to be placed in Hembree Hideaway following strict exterior approved guidelines consisting of: Newly painted exterior in good repair, aluminum or metal gutters & down spouts. (No nonmetallic gutters will be allowed). Roofing to be uniform composition shingles in good repair. (No cupped or curled shingles allowed). All used homes shall be inspected and approved by majority of property owners. Majority of property owners shall have a maximum of 20 days after post marked notification to inspect or respond before placement of home will be allowed.

M. Edward DeRaeve
Raymond J. Kribs Jr.

SUBSCRIBED & SWORN to before me on this 17th day of May, 2001

Notary Public for Oregon
My Commission Expires: 11/9/02