COVENANTS, CONDITIONS AND RESTRICTIONS
HIDDEN MEADOW RIDGE

These Covenants, Conditions and Restrictions apply to all lots located in Hidden Meadow Ridge, a subdivision in Yamhill County, Oregon conditions, (Collectively “property”, which individual parcels also referred as a “lot”). They are enforceable by owners of the “benefited properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Jeff and Lori Zumwalt) together or individually own at least one lot of the property described in exhibit “A” then they are also enforceable by each member of the group consisting of Hidden Meadow Community, LLC, an Oregon limited liability company who owns property as described in exhibit “A”.

The undersigned owners of all the property included in the Hidden Meadow Ridge, a Plat duly recorded September 28, 2007, in 200712393. Plat Records of Yamhill County, Oregon, together with the property described in exhibit “A”, 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.

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 property or any part of the property, and shall insure to each owner of benefited property area and that owners heirs, successors and assigns.

A. Hidden Meadow Community, LLC shall have full discretion as to architectural approval of each building allowed in Hidden Meadow Ridge.

B. No building shall be constructed other than a single-family permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of design compatible with associated dwelling. No lot may contain more than one single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone); otherwise comply with these Covenants, Conditions and Restrictions.

C. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

D. All landscaping on any lot must be substantially completed within two (2) months from completion of construction.

E. Fencing along northern back lot lines shall be of black coated chain link fence, other fence areas shall be of 6’ cedar and meet the city setback standards.

F. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty five (35) feet, measured from the ridge line of the roof to the uphill side grade level.
G. The minimum size for dwelling, exclusive of garages, carports, outbuildings, covered walk and open porches, is ONE THOUSAND TWO HUNDRED (1,200) square feet.

H. All residents will have a two car enclosed garage or larger, no carports or lean-tos shall be allowed in the development.

I. Exterior walls on dwelling will be double wall construction and will have lap siding, shingles, board and batton, stone (natural or cultured), or brick finish. No dwelling shall be constructed with metal siding, vinyl, or T-111.

J. House body colors will be natural earth tones or deep rich colors, bright or vivid shades shall be allowed as accent only, no pinks, purples, orange or bright blue as accent or body color allowed.

K. Roofing will be 30-year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed. Minimum six in twelve roof pitch shall be required, excluding porches.

L. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as to not create a fire hazard or nuisance. Once certificate of occupancy has been issued, all building materials and debris shall be removed from the site or screened behind a fence.

M. No short wave antennas or large (greater than 1 1/2 feet in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

N. All garbage, trash, cuttings, refuse or garage containers, building materials, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment and other service facilities or unsightly objects shall be screened from view from adjoining lots (ground level) and roads.

O. No offensive activity shall be carried on or in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings, or refuse may be allowed to accumulate, remain on the lot or flood plain area north of property.

P. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including model homes) may be placed upon the lot of any owner desiring to sell.

Q. No lot may be used as a place to raise or breed animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneld and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

R. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, personal water crafts, motor homes, truck campers, or off road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high fence. Pads and driveway approaches for allowed storage of such vehicles must be on concrete. No such vehicle may be parked overnight on any street or road serving the property or a driveway, except that, subject to the City of McMinnville restrictions, for a maximum of 14 days total such use per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.
S. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

T. 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, inoperable or abandoned 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.

U. The developer retains the right and intends to plant trees in the plant strip located in the front of each lot (between the sidewalk and the curb). The owner of each lot will care for and maintain such trees after they are planted.

V. The private land just north of the property is floodplain and uses within the floodplain are limited as prescribed by local, state and federal regulations. There shall be no dumping or fill material placed in the floodplain. This floodplain area may have the future potential to become a public open space. Currently there is the presence of an active farm operation within the floodplain area bordering on the north edge of the subdivision. All property owners and residents within the subdivision waive their right to complain about customarily accepted farm practices on the floodplain parcel.

W. The properties on the opposite side of Doran Drive to the south are zoned for commercial development and uses.

2. **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 at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinnville be responsible for the enforcement of these restrictions.

B. These restrictions 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. The owners of at least two-thirds (2/3) of the benefited properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in 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, Conditions and Restrictions by court order, judgment or decree shall in no way effect any of the remaining provisions which shall continue to remain in full force and effect.

D. If a suit or action(including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this 28 day of September 2007.

Hidden Meadow Community, LLC
An Oregon Limited Liability Company

By [Signature]
Member

(Notearization on the following)
STATE OF OREGON

County of Yamhill

On the 28th day of September, 2007, personally appeared Lori L. Zumwalt, who, being first duly sworn, did say that she is the manager of Hidden Meadow Community, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and she acknowledged said instrument to be its voluntary act and deed.

Before me:

[Seal]

OFFICIAL SEAL
ABBY WEBB
NOTARY PUBLIC-OREGON
COMMISSION NO. 382062
MY COMMISSION EXPIRES JUNE 23, 2008

EXHIBIT “A”

HIDDEN MEADOW RIDGE
HIDDEN MEADOW RIDGE

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN.

A PORTION OF THE MADISON MALONE DONATION LAND CLAIM NUMBER 49 AND THE JOSEPH YOUNG DONATION LAND CLAIM NUMBER 68

A PORTION PARCEL 2 OF PARTITION NUMBER 1999-10 IN THE CITY OF McMinnville, Yamhill County, Oregon.
HIDDEN MEADOW RIDGE
A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 4 WEST. WILLAMETTE MERIDIAN, A PORTION OF THE MADISON MALONE DONATION LAND CLAIM NUMBER 49 AND THE JOSEPH YOUNG DONATION LAND CLAIM NUMBER 68 A PORTION PARCEL 2 OF PARTITION NUMBER 1999-10 IN THE CITY OF McMINTNIE, YAMHILL COUNTY, OREGON
CITY OF MCMinNIE FILE NUMBER: S-03-06

DATE: 10 SEPTEMBER 2007

KNOW ALL MEN BY THESE PRESENTS that HIDDEN MEADOW COMMUNITY, LLC., is the owner of the lands, and PREMIER DEVELOPMENT, LLC., an Oregon Limited Liability Company, is the promisor of a deed of trust, as recorded in Instrument No. 2006-15213, Yamhill County Deed Records, and LIBERTY BANK is the lender in said deed of trust, to the lands represented on the attached map and more particularly described in the Surveyor's Certificate and have caused said lands to be surveyed and plotted into lots, street right of ways and easements as shown and noted on the attached map, in accordance with the provisions of the respective O.R.S. and the standards of the City of McMinnville, to be delineated as HIDDEN MEADOW RIDGE. We the undersigned do hereby dedicate for the public use forever all street right of ways and easements for the purposes shown and noted on the attached map.

JOSEPH A. ZUMWALT
Member, HIDDEN MEADOW COMMUNITY, LLC.

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF YAMHILL

LORI L. ZUMWALT
Member, HIDDEN MEADOW COMMUNITY, LLC.

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF YAMHILL

LORI L. ZUMWALT
Member, PREMIER DEVELOPMENT, LLC.

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF YAMHILL

LORI L. ZUMWALT
Member, PREMIER DEVELOPMENT, LLC.

COUNTY APPROVALS:
City of McMinnville
Water & Light Commission
Community Development Director

NOTES:
(1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 200212153, Yamhill County Deed Records.
(2) Pursuant to City of McMinnville Ord. 4282, a park fee shall be paid for each lot at the time of application for a building permit.
(3) "Tract A" is to be dedicated to City of McMinnville.
(4) "Tract B" is to be dedicated to public use and is for access to Lots 1 thru 6, and to be owned and maintained by the owners of said lots.
(5) Direct access to Doran Drive from Lots 1,2,3,7,4,9,5,6,1,2, & 71 is prohibited. Access for these lots is provided by other streets being created by this subdivision.

CITY APPROVALS:

Affidavit of Consent to the Declaration by: Liberty Bank

Surveyor's Certificate

I, Matt Duncan, do hereby certify that I have correctly surveyed and marked with proper monuments the land hereon shown as HIDDEN MEADOW RIDGE, the exterior boundary of which is described as follows:

A tract of land in Section 10, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, being a portion of Parcel 2 of Yamhill County Subdivision Plat 1999-10, the perimeter of which is more particularly described as follows:

Beginning at the north margin of Doran Drive and the west line of said Parcel 2, thence North 00°49'37" East 599.45 feet along the west line of said Parcel 2 to the north line of a 20' wide utilities easement as shown on said Partition Plat 99-10, thence North 78°46'47" East 368.19 feet along said north line, thence South 78°45'43" East 308.39 feet along said north line, thence South 77°15'53" East 644.40 feet along said east line of said Parcel 2, thence South 89°55'42" West 236.10 feet along said north margin of Doran Drive, thence along said northern margin northerly 336.20 feet along a 182.50 feet radius curve conic to the southwest, the chord of which bears North 35°04'37" West 220.05 feet; thence North 74°09'13" West 252.15 feet along said northern margin, thence continuing along said northern margin northwesterly 82.91 feet along a 299.99 feet radius curve conic to the south, the chord of which bears North 82°04'11" West 82.65 feet; thence continuing along said northern margin North 89°59'21" West 509.26 feet; thence continuing along said northern margin northerly 136.70 along a 429.20 feet radius curve conic to the west, the chord of which bears West 80°47'46" West 136.11 feet to the point of beginning.

MATT DUNCAN
Matt & Associates
3785 Vineyard Drive
McMinneville, Oregon 97128
Phone: 503-472-7904
Fax: 503-472-6387
Email: matt@duncancorp.com

This is an exact copy of the original plat of HIDDEN MEADOW RIDGE.

Pursuant to O.R.S. 92.095. Taxes have been paid or bond posted to this plat.

YAMHILL COUNTY TAX COLLECTOR

2007-02-12

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