DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HOFFMAN ADDITION

DECLARATION

THIS DECLARATION, made this 20th day of May, 1988, by CLARENCE LED LEARNERS and DOROTHY C. LEARNERS, as tenants by the entirety, hereinafter called the "Developer":

WITNESSETH:

WHEREAS, Developer wishes to establish certain Conditions, Covenants and Restrictions binding upon all property owners within Hoffman Addition to the City of McMinnville, Oregon, the Developer does adopt the following provisions:

ARTICLE I

DEFINITIONS. The following words, when used in this Declaration, or any subsequent or supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1. "Building" shall mean a single unit building comprising a part of the property.

Section 2. "Declaration" shall mean this master deed, plus amendments and supplements thereto.

Section 3. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to areas leading to a public street or highway.

Section 4. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.
Section 5. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this Declaration.

ARTICLE II
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is located in Yamhill County, Oregon, and is more particularly described as Hoffman Addition, all of which said real property shall hereinafter be referred to as "existing property".

ARTICLE III
ARCHITECTURAL STANDARDS AND REVIEW

Section 1. Lot owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Developer a complete set of plans and specifications therefor in form satisfactory to the Developer, showing insofar as is appropriate; (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exact location of the improvement on the lot site, (4) the location of driveways and parking areas, and (5) the size, dimension and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Developer. Approval of said plans and specifications may be withheld, because of their noncompliance with any of the restrictions and conditions contained herein.

(c) If at any time the lot owner shall have submitted to the Developer plans and specifications and the Developer shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the lot owner of its objections within such period, then such plans and specifications shall be deemed to have been approved by the developer. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Developer, the Developer shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter, said Developer shall either approve said improvement or notify the lot owner of changes necessary to comply with the
plans and specifications. In the event the Developer does not act within said ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Developer. All communications to the Developer shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

ARTICLE IV
BASEMENTS

Section 1. The Developer reserves for the benefit of the tract these areas designated on said plat as easements and rights-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

Section 2. The Developer specifically reserves for the benefit of Lots 4 and 5, Block Three, that certain access easement shown on the recorded plat; provided, however, that the future owners of Lots 4 and 5, Block Three, NORFMAN ADDITION, shall have an equal share of sole responsibility to maintain said access roadway.

ARTICLE V
BUILDING RESTRICTIONS

Section 1. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained the same as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay Developer a monthly fee of $25.00 to perform such maintenance service.

Section 2. Construction Time Limit. All exterior construction and landscaping on any lot must be completed and the occupancy permit issued within 365 days from the date of issuance of a building permit or from the date that the Developer approves the plans and specifications, whichever is later.

Section 3. Siding. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises. Acceptable siding materials shall consist of masonite, plywood, cedar, stucco or brick. Alternative types of siding of equal or greater quality may be approved by the Developer.

Section 4. Common walls. Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a common wall. The general rules of law relating to common walls shall apply to the common walls in this subdivision except where those general rules are inconsistent with these
protective Covenants, Conditions and Restrictions.

A. Repair and Maintenance.

The cost of reasonable repair and maintenance of each commonwall shall be shared equally by the owners whose lots abut the wall.

The exterior wall and trim colors are to be agreed upon by both parties and be the same for each unit.

B. Destruction.

If a commonwall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the commonwall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

C. The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.

D. Any dispute concerning a commonwall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator, and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

Section 5. In addition to setback requirements established by the City of McMinnville, the following Lots shall not build or construct improvements within the following setback areas:

A. Block 3, Lot 1C: 5 feet setback from westerly boundary of access easement.

B. Block 3, Lot 2A: 5 feet setback from easterly boundary of access easement.

C. Block 3, Lot 1A: 7.5 foot setback from westerly boundary line.

D. Block 3, Lot 3C: 7.5 foot setback from easterly boundary line.
E. Block 3, Lot 3A: 7.5 foot setback from westerly boundary line.

F. Block 3, Lot 2C: 7.5 foot setback from easterly boundary line.

ARTICLE VI
GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals of any kind shall be raised, kept, or permitted upon the premises or any part thereof other than dogs, cats, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development, unless such development shall have gained approval from appropriate zoning authorities.

Section 3. Nervous Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property, to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

Section 4. One Family Per Single Unit Dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 5. No Offensive Noise or Activities. No resident or guest of resident shall make any offensive noises or conduct any activity which offends or interferes with other residents' use of their property or the private commons.

Section 6. Refuse or Garbage. No lot or part thereof shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard raking,
dirt, and other materials resulting from yard maintenance or landscaping work shall not be dumped onto streets or surrounding properties. This prohibition shall not include a well-maintained compost pile.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land in such subdivision, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this Declaration, at which time said covenants and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to retain said covenants and restrictions.

Section 2. Enforcement. The Developer, any Owner, or any voluntary association of Owners, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer or by any owner, or group of owners, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and ways located upon the property, or located upon property subsequently annexed by the Developer pursuant to and subject to these covenants and restrictions shall be open for use by the police, fire and ambulance departments to provide any services required within their assigned responsibilities. The appropriate public agencies shall also have full authority to enter upon said streets, roads and ways to enforce all ordinances of the county and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, including the Developer.
Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney fees on such appeal.

Dated this 20th day of May, 1988.

Clarence Leo Leathers
Dorothy C. Leathers

STATE OF OREGON, County of Yamhill ) ss. May 20, 1988

Personally appeared Clarence Leo Leathers and Dorothy C. Leathers, husband and wife, who, being duly sworn, each for himself/herself and not one for the other, did say that they signed the within instrument as their true and voluntary act and deed.

By me:

[Stamp: Notary Public]

Notary Public for Oregon
My Commission Expires: 8-28-99

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Charles Stenz, County Clerk
HOFFMAN ADDITION
AN R3 PD.
ORD. NO. 4035 AND 4322

NARRATIVE

The purpose of this subdivision plat is to create additional land areas for
residential and other purposes. The following description is based on the
survey recorded as Document No. 186,486, Volume W, Page 98, Yamhill County
Record of Deeds, and is located in Section 34, Township 15N, Range 9W,
Yamhill County, Oregon, and is also being in the James T. Member Junior
Lands, Yamhill County, Oregon.

SURVEYOR'S CERTIFICATE

COUNTY OF YAMHILL
STATE OF OREGON.

I, John F. Habing, a registered professional land surveyor in the State of Oregon, hereby declare that
the following description is based on the survey recorded as Document No. 186,486, Volume W,
Page 98, Yamhill County Record of Deeds, and is located in Section 34, Township 15N, Range 9W,
Yamhill County, Oregon, and is also being in the James T. Member Junior
Lands, Yamhill County, Oregon.

DEDICATION

Know all men by these presents that Clarence D. Leathers and Dorothy C. Leathers are the owners
of the lands described herein and are hereby dedicating certain parcels of land to the
purposes of a park and a parkway, as shown on the plat herein attached. The
following is a true and correct copy of the dedication described herein:

ACKNOWLEDGEMENT

COUNTY OF YAMHILL
STATE OF OREGON

This is to certify that on this 21st day of July 1966, before me, a Notary Public for the State of
Oregon, in the County of Yamhill, did personally appear Clarence D. Leathers and Dorothy C.
Leathers, the owners of said premises, and did acknowledge the dedication of the
same property as shown in said plat thereof, and that they executed the same freely and voluntarily.

APPROVALS

Yamhill County Commissioner

ATTESTO

Yamhill County Clerk

Yamhill County Sheriff

Yamhill County Auditor

Yamhill County Treasurer

Registered Project Coordinator

Notary Public - Oregon

Yamhill County Surveyor

THE ABOVE DESCRIPTED TRACT CONTAINS 6.67 ACRES OF LAND, MORE OR LESS.

I, further declare and say that the aforesaid plat is a true and correct representation of the
lands, blocks and lots as described and so shown on said plat and is correct.

John F. Habing
Registered Professional Land Surveyor

Subscribed and sworn to before me this 21st day of
July, 1966, by

John F. Habing
Notary Public - Oregon

Subscribed and sworn to before me this 21st day of
July, 1966, by

Richard D. Waddell
Yamhill County Commissioner

Registered Project Coordinator

Subscribed and sworn to before me this 21st day of
July, 1966, by

Yamhill County Surveyor

Subscribed and sworn to before me this 21st day of
July, 1966, by

David Morgan
Notary Public - Oregon

Served and returned to the undersigned this 21st day of
July, 1966, by

Yamhill County Surveyor