DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS RELATING TO LAND

TO WHOM IT MAY CONCERN:

The undersigned TERRITORIAL INDUSTRIES INC., an Oregon CORPORATION, does hereby bind its heirs, administrators, executors and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of the following described real property in Yamhill County, State of Oregon, hereinafter called the "subdivision" and more particularly described as follows, to-wit:

JANDINA THIRD ADDITION, YAMHILL COUNTY, OREGON

ARTICLE 1 - RESIDENTIAL COVENANTS

(1) On lots 1 through 9 Block 14; 24 through 45 Block 7; 17 through 54 Block 9; 7 through 10 Block 10; 2 through 15 Block 16; 30 through 39 Block 16; 42 through 51 Block 16; 54 through 62 Block 16; 2 through 16 Block 15; no structure shall be constructed on said lots other than one detached single-family dwelling including a private garage for two (2) or more cars, and storage buildings in addition to the dwelling structure.

(2) No manufactured home, as defined in ORS 446.003, or mobile home shall be sited on any lot in the subdivision.

(3) That no temporary or unfinished building shall be used as a residence.

(4) That no poultry or livestock shall be kept in this subdivision.

(5) That no noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and as follows: All lots shall be subject to utility easements, 5 feet in width adjacent to all rear and side lot lines for utility (including storm drainage) purposes." Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(7) At no time shall the lot or street frontage be used as a storage area for old cars, appliances or other material which shall deduct from the appearance of the subdivision.

(8) The streets or front driveway of the homes in this subdivision shall at no time be used for the storage or long term parking of boats, trailers, campers, motor homes, fireplace wood or other material.

PAGE 1 COVENANTS AND RESTRICTIONS
JANDINA THIRD ADDITION

TERRITORIAL INDUSTRIES INC.
2485 LANCASTER DR. N.E.
SALEM, OREGON, 97305
(9) Upon completion of the dwelling, and within one hundred twenty (120) days of approval for occupancy, builder, general contractor, or owner shall landscape the front yard and the sides abutting the structure. The total lot shall be landscaped within two hundred forty (240) days. As part of the landscaping the Developer shall install at least two (2) city approved trees planted in the yards or park strip along the streets. Builder and or home owner shall maintain such trees. Maintenance instructions may be obtained from the McMinnville Planning Department.

**ARTICLE II - ARCHITECTURAL CONTROL COMMITTEE**

No building shall be erected, placed or altered on any lot until the construction plans have been approved by the Architectural Control Committee as to external design and harmony with the intent of the subdivision. The Architectural Control Committee is composed of: Lawrence T. Epping, 2485 Lancaster Drive N.E., Salem, Oregon; Lois Scott, 2485 Lancaster Drive N.E., Salem, Oregon; and Carolyn Orr, 2485 Lancaster Drive N.E., Salem, Oregon who shall serve without compensation until January 1, 1997. In the event of the death, inability to act or refusal to act of any member of the Architectural Committee, the remaining members shall have full authority to appoint a successor. A majority of the committee may designate a representative to act for the committee. In the event the committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it, and in the event, if no suit to enjoin the construction has been instituted prior to the start of construction, approval will not be required and related covenants shall be considered to have been fully complied with. In the event of dissolution or resignation of the board, all privileges, powers and authority could be vested in a Board selected by the owners of a majority of the lots in the subdivision. The initial Developer's Architectural Control Committee shall be in existence only until all initial structures have been built on 97% of the lots in this subdivision.

**ARTICLE III - General Provisions**

(1) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and the party prevailing shall be entitled to reasonable fees and court costs.

(3) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(4) Except for ARTICLE II, these "DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS RELATING TO LAND" are designed to be enforceable by owners of a lot or lots in this subdivision and the intent is not for the Developer to be the enforcer.
(5) That the restrictions and servitudes imposed hereby shall run with the land and shall bind the present owners, their heirs, administrators, executors, and assigns and all persons claiming through or under them, until January 1, 2003, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of November, 1993.

TERRITORIAL INDUSTRIES INC.

Lawrence T. Epping, PRESIDENT

STATE OF OREGON )
County of Marion )

On this 10th day of November, 1993, personally appeared the above named Lawrence T. Epping, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Carolyn M. Orr
Notary Public for Oregon
My commission expires: 5-13-97

My Commission Expires 5-13-97

017183 15.00

STATE OF OREGON )
COUNTY OF MARION )

I hereby certify that the foregoing instrument was acknowledged by me in accordance with law.

Charles Stern
COUNTY CLERK