AFTER RECORDING RETURN TO:

Coyote Homes Inc.
P.O. Box 490
Newberg, Ore. 97132

SEND ALL TAX STATEMENTS TO:

No Change

This DECLARATION OF CONDITIONS, COVENANTS, AND
RESTRICTIONS FOR JOSIE’S MEADOW, a subdivision in the City of Newberg,
Yamhill County, Oregon (herein known as the “Declaration”) is hereby made and
executed this 20th day of October, 2005 by the Undersigned (who constitutes and is
the sole owner of real property more particularly on attached Exhibit “A”);

RECITALS:

WHEREAS, the undersigned Owner desires to create specific conditions,
covenants and restrictions contained herein for the benefit of all of the parcels set forth on
a portion of the real property set forth on attached Exhibit “A” and any modifications
thereto and their present and subsequent Owners. The undersigned owner does hereby
state that subsequent to the date of execution hereof, a subdivision plat known as
JOSIE’S MEADOW consisting of twenty four (24) lots will be recorded associated with
the said real property with a copy of the subdivision plat attached hereto as Exhibit “B”
with the entire subdivision plat herein known as “affected property”).

SECTION 1 – DEFINITIONS.

The following words and terms, when used in this Declaration, and supplemental
Declarations or any changes, amendments, or modifications hereto, shall have the
following meanings:

1.1 “Lot or Parcel” shall mean and refer to any of the existing parcels or any
modifications thereto which are contained with the affected property.

1.2 “Owner” shall mean and refer to the Owner of record, whether one or more persons
or entities, of an interest in and to any of the parcels within the affected property.

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1.3 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac, or thoroughfare providing a means of access and shown on any map associated with the affected property.

1.4 "House" shall mean and refer to a dwelling intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to an attached garage.

1.5 "Mortgage" shall mean the holder of a mortgage on any portion of the said affected property and shall have the meaning set forth in ORS 86.010, et. seq. and shall include beneficiaries of deeds of trust.

SECTION 2 – COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each parcel within the affected property for the benefit of every other parcel within the affected property and may be enforced by any Owner.

2.1 No large animals, livestock, or poultry of any kind shall be raised, kept or permitted upon any Lot or in any part of the affected property. Any permitted domestic type animals (such as dogs, cats, etc.) which are kept in the affected property must not create any type of nuisance or noxious activity (including noise).

   2.1.1 No animals shall be allowed to become a nuisance to any resident within the affected area.

   2.1.2 All animals permitted under this subsection shall not be kept, bred, or raised for commercial purposes or be maintained in unreasonable numbers.

2.2 No Lot in any area in or part of the affected property shall be used for the purpose of exploring for, taking therefrom, or the production of gas, oil or any other hydrocarbon or mineral substance.

2.3 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of the affected property, nor shall anything be done or maintained thereon that may become any annoyance or nuisance to any Owner or detract from the value of the affected property as a high-class residential neighborhood.

2.4 No personal property such as a trailer, recreational vehicle, boat, camper unit, farm equipment, or tent shall be placed, stored or parked on any Lot, or in any part of the affected property unless it so that it must be sufficiently screened from public view from any portion of the streets which acts as an access to the entire affected property; provided, however, that such parking is in conformity with any applicable municipal ordinances and regulations.
2.5 Each Lot shall provide adequate room for the parking of private vehicles, and said private vehicles shall not be allowed to be parked in any portion of the said property so that they become a sight nuisance from any portion of the street which acts as an access to the entire affected property. No owner shall permit any vehicle which is inoperable to remain parked upon any Lot or open space or upon any street for a period in excess of forty eight (48) hours.

2.6 No television antennas or radio aerials shall be permitted upon any Lot, House, or any part of or area of the affected property. Small size satellite receivers and dishes shall be permitted on a Lot, House, or any part of or area in the affected property only if such are screened from view of any street and are not placed on the roof of any structure. All utilities shall be installed underground, as no overhead wires or service drops for the distribution of electricity or any other telecommunication purposes, nor any poles, towers, or other supporting structures shall be erected, placed, or maintained on any Lots. Clothes lines shall be screened so as to not be viewed from any Street.

2.7 No Lot, or area in or part of the affected property shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage, or any other form or type of waste. Any such waste is to be stored in a location which is not visible from any Street within the affected area in a suitable and sanitary container until such is waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in the affected property. Trimmings, cuttings, and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in the affected property.

2.8 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lor or house in any area or part of the affected property except for garage sale signs, political signs, and one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale. The Declarant or its designee may maintain and place “for sale” signs for purposes of marketing the said subdivision that are excluded from these said restrictions.

2.9 No Owner, invitee, or licensee shall allow any activity to occur which will cause a level of noise to be offensive or disruptive to any one else within the affected property.
2.10 No structure of a temporary character or nature such as trailer, tent, shack, garage, barn, or other outbuilding shall be used on any Lot, at any time, as a residence either temporarily or permanently. Declarant or its designee reserves the right to locate a temporary construction office within the subdivision while the subdivision and homes are being constructed.

2.11 During the period of time through and including one (1) year from the date of recording of the subdivision plat, the construction of all fences, retaining walls, and other structures (including swimming pools, greenhouses, storage sheds, etc.) must be approved by the Declarant or its designee. A detail plan of the proposed construction including the shape, colors, height, type of materials, proposed location on the Lot, and location and number of trees that are proposed to be removed must be provided to the Declarant or its designee for review and approval prior to commencing any construction, and at least (10) days prior to application for any building permit. Approval or the proposed construction is at the discretion of the Declarant or its designee, as the Declarant or its designee shall consider quality of the specified material, harmony with existing and planned structures and location with respect to topography and finished grade elevation of the Lot and of the other Lots in the subdivision.

2.11.1 No fence, either sight or non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of any fence located on the remainder of the Lot shall be six (6) feet and must be constructed of cedar and be a “good neighbor” construction type with similar material and style to other fences existing within the subdivision at the time that construction is commenced by the said applicant.

2.11 No trade, craft, business, profession, commercial, or similar type activity of any kind or nature shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, craft, business, profession, commercial, or similar type activity be kept or stored on any Lot, excepting the right of any homebuilder, contractor, and the Declarant or Declarant’s affiliates or Declarant’s designee, to construct the infrastructure of the subdivision and residences on the said Lots, and to store construction equipment and materials on said Lots in the normal course of construction of said infrastructure, residences, and/or models homes for the purposes of sales in said phases. Furthermore, during the course of construction of a dwelling, the Owner and/or his contractor shall be authorized to store construction materials and equipment on the said Lots in the normal course of course of construction, subject to the provisions of Section 3.1.3.
SECTION 3 – BUILDING STANDARDS

3.1 No Lot shall be used except for residential purposes as a single family dwelling. There are no mobile homes or manufactures homes allowed whatsoever in any portion of the affected property. No building shall be constructed on any Lot other than on e single family dwelling not to exceed 2½ stories in height and an attached private garage of sufficient size to store a minimum of two (2) vehicles. All houses shall be constructed to a minimum of 1,500 sq. ft. excluding the garage area and open porches. All houses shall be constructed at a minimum with horizontal lap siding (i.e., no T-111 is allowed), and all roofing material shall be at a minimum architectural composition or better, i.e., no 3-tab roofing is allowed, with the said roofing colors to be the same colors as all other houses in the affected property. Each house must have a minimum of 100 sq. ft. of masonry on the garage door side exterior of the house.

3.1.1 The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or motor home which are utilized for personal use; provided, however, that the location of such structure is required to be in conformity with the applicable municipal, regulations, and furthermore are compatible in design, construction, and decoration with the residence that is constructed on the said Lot, and placed on the said Lot.

3.1.2 The Declarant or its designee reserves the right to permit exceptions to the dwelling size requirements in selected locations. The Declarant or its designee may permit exceptions where architectural design enhancements provide an overall appearance and value in conformance with the remainder of the property. Such exceptions shall be made at the sole discretion or the Declarant or its designee. Under no instance shall a total number of exceptions be granted that exceed a total of one half of the total number of Lots.

3.1.3 Completion of construction of any dwelling including exterior decoration shall occur within six (6) months from the date of commencement of the said construction During this construction period of time, the following shall occur:

3.1.3.1 All Lots shall be kept in a neat and orderly condition free of brush, vines, weeds, and other debris.
3.1.3.2 All grass on the Lot shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard
3.1.3.3 All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to inclement weather conditions, this provision may be extended by the Declarant or its designee for a reasonable period of time.

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3.2 Landscaping. Prior to the occupancy of the house of the house on a specific Lot the front yard of the Lot upon which said house has been erected or constructed shall be fully and completely landscaped as to the planting of cultivated grass lawns. Within six (6) months from the date of occupancy, landscaping associated with the back and side yards of the said Lot must be completed. Owners are strongly encouraged to use sod for the plantings of lawns. At all times after substantial completion of the construction of a House on a Lot in the affected area and before the installation of landscaping, all yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition.

3.2.1 Watering, trimming, and all maintenance associated with the street trees required by the City of Newberg which are planted along certain streets of the subdivision are the responsibility of the owner of the Lot which is contiguous to the said trees.

SECTION 4 – MAINTENANCE OF LOTS

4.1 Each Owner of any Lot in the affected property shall maintain the condition of said Lot and any improvements thereon including, without limitation, any House, building, fencing, structure, landscaping, sidewalks, driveways, trees, shrubs, or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from the affected property being a high-class residential neighborhood.

SECTION 5 – AMENDMENTS OR MODIFICATIONS.

5.1 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the then Owners of Lots in the affected property.

5.2 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Ore.

SECTION 6 – DURATION OF THESE CCR’S

6.1 The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in the affected property, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this original Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, the original Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating the Declaration and any amendments thereto signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.
SECTION 7 – MISCELLANEOUS OTHER PROVISIONS.

7.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidity of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

7.2 Any provisions of this Declaration and any amendments thereto shall bind and inure to the benefit of and be enforceable by the Owner or Owners of any Lot or Lots, their legal representatives, successors heirs and assigns under any type of legal or equitable relief. Failure by the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so. In case any suit or action is required to be filed to enforce any term or provision hereof, the non-prevailing party is required to pay the prevailing party's costs and attorney fees incurred in enforcement, both at trial and on appeal.

7.3 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

7.4 Mortgage Protection

7.4.1 Consent Required. Except upon the approval of Mortgages holding Mortgages of Lots which have at least seventy-five (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

7.4.2 Termination. Of this Declaration or any amendment thereto shall require the consent of not less than seventy-five (75%) of the Mortgages holding an Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the owners as required by Declaration.

7.4.3 Limitation. The provision of paragraph 7.4.1 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment

7.4.4 Deemed Approval by Mortgages. Any Mortgage who receives a written request to approve an amendment to the Declaration or any other action to be taken, shall be deemed to have given such approval unless such Mortgages written objection to such action is delivered to the Owners within thirty (30) days after the date of the date of the written request.

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7.5 Default by an Owner of any Obligation of the said Owner.

    7.5.1 Failure by an Owner to cure any breach of the terms and conditions of these CCR’S shall be a default by such Owner of his or her obligations pursuant to these CCR’S. In case any Owner (including the Declarant) thereof is required to retain the services of an attorney to enforce any term or condition of these said CCR’S, the non-prevailing party is liable for the payment of attorney fees and costs incurred by the prevailing party, both at trial and on appeal.

7.6 Notice. Any notice under this Declaration and any amendment thereto shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the specific Owner at the mailing address of the Owner.

7.7 Captions. As used hereunder, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration and any amendments thereto.

7.8 Severability. If any term or provision hereof is determined to be invalid, that invalidity has no effect upon the remaining terms and provisions hereof.

7.9 Any decisions required by the Declarant or its designee must be in writing setting forth the action taken in order to be enforceable.

7.10 Failure by the declarant and/or its designee to require performance by any other party any of the provisions hereof shall in no way affect the Declarant’s and/or its designee’s rights hereunder to enforce the same, nor shall any waiver of the Declarant and/or its designee of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

7.11 So long as the Declarant and/or its designees and/or its assigns have acted in good faith based upon actual knowledge possessed by the Declarant and/or its assigns, neither the Declarant (including any officer and/or member) and/or its designees or assigns, to the fullest extent possible, shall be liable to any owner, occupant, contractor, builder, or any others for any damages, losses, or prejudice incurred, suffered, or claimed on account of any action or failure to act by the Declarant and/or its designees and/or its assigns.

This said Declaration has been executed by at least 75% of the Owners as required in the original DECLARATION.

Coyote Homes, Inc.
Marc Willcuts
President

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IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 13th, day September, 20 05.

COYOTE HOMES, INC

By MARC WILLCUTS, President

STATE OF OREGON ]
] ss
County of Yamhill ]

On this 13th, day September, 20 05 before me appeared Marc Willcuts being to me personally known, who being duly sworn, did say that he is MARC WILLCUTS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Shai S. Wadlow
Notary Public for Oregon

My commission expires: 3/29/09
NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PREPARE A SUBDIVISION PLAT. BASIS OF BEARINGS AND
BOUNDARY DETERMINATION ARE PER CS NO. 11978, YAMHILL COUNTY SURVEY
RECORDS.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT COYOTE HOMES, INC., AN
OREGON CORPORATION, BEING THE OWNER OF THE LOTS DESCRIBED IN THE SURVEYOR'S CERTIFICATE
HEREIN, DO HEREBY DEED TO THE COMMISSIONER OF RECORDS, COUNTY OF YAMHILL, STATE OF OREGON,
ALL THE INTERESTS THEY HAVE IN THE LOTS DESCRIBED IN SAID SURVEY, AND DOES HEREBY TRANSFER
AND ASSIGN TO THE COMMISSIONER OF RECORDS, COUNTY OF YAMHILL, STATE OF OREGON, ALL THE
RIGHTS, TITLE AND INTERESTS THEY NOW HAVE IN THE LOTS DESCRIBED IN SAID SURVEY, WHETHER
NOW OWNED OR HERETOFORE OWNED, AS MORE FULLY AND DECEPTIVELY MILL BE CONSIDERED AS
CONTAINED IN THE DECLARATION OF SUBDIVISION TO BE PREPARED AND THE PROPERTY SURVEYED IN ACCORDANCE
WITH THE PROVISIONS OF OREGON RECORDED STATUTES, CHAPTER 32, ALL LOTS AND TRACTS, BEING THE
DESCRIPTIVE SHOWN AND ALLLLS LOTS BEING THE LOTS SHOWN THEREON, SAID COYOTE HOMES, INC., DOES HEREBY TRANSFER AND ASSIGN TO THE USE OF THE PUBLIC
SUBDIVISION AGREEMENTS, PUBLIC ROAD PLAT, PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE
IMPROVEMENTS LOCATED IN PUBLIC RIGHT-OF-WAY OR PUBLIC EASEMENTS.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF YAMHILL

ON THIS DAY PERSONALLY APPEARED BEFORE ME MICHAEL R. WILLIUMS, SECRETARY/TREASURER
OF COYOTE HOMES, INC., AN OREGON CORPORATION, WHO DULY SWORE, SWORE THAT HE WAS
AN OFFICER OF SAID CORPORATION, AND IS AUTHORIZED TO EXECUTE THE DECLARATION PROVIDED
FOR IN THE SUBDIVISION AGREEMENT OF THE PROPERTY HEREIN DESCRIBED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS ___ DAY OF July, 2006.

Michael R. Williiums
SECRETARY/TREASURER

STATE OF OREGON
COUNTY OF YAMHILL

MICHAEL R. WILLIUMS, SECRETARY/TREASURER
OF COYOTE HOMES, INC., AN OREGON CORPORATION,
BEING THE PERSONAL REPRESENTATIVE OF MICHAEL R. WILLIUMS,
IN LIEU OF THE BOARD OF DIRECTORS, AND AS SUCH AUTHORIZED TO EXECUTE THE DECLARATION PROVIDED
FOR IN THE SUBDIVISION AGREEMENT OF THE PROPERTY HEREIN DESCRIBED.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS __ day of July, 2009.

Shawn D. Waddell
COMMISSIONER

REMAINDERS

STATE OF OREGON
COUNTY OF YAMHILL

I, DO HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THAT OF THE SURVEYOR OF "JOSIE'S MEADOW"

I HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE PLAT OF "JOSIE'S MEADOW"

SURVEYOR'S CERTIFICATE

I, SAMANTHA R. BIANCO, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH
PREPARED MONUMENTS THE LAND REPRESENTED ON THE ATTACHED PLAT OF "JOSIE'S MEADOW", LOCATED
IN THE WILLIAM JONES D.L.C. NO. 38, IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH,
RANGE 2 WEST, W.M., CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

BEARING ON THE INITIAL POINT, A "T" IN PIPE WITH A BRASS CAP FOR THE SOUTHWEST CORNER
OF D.L.C. NO. 38, AS ESTABLISHED BY BEARING TREE FIELD BOOK 1353, PAGE 30, YAMHILL COUNTY
SURVEY RECORDS, SAID POINT BEING 33.77 FEET EAST OF ARMS MEASURED FROM THE CENTERLINE OF THE
CENTRAL HANGAR DRIVE, BOUNDARY BETWEEN THE SOUTH LINE OF LOT 3 AND THE OTHER BEARINGS AS
MEASURED FROM THE CENTERLINE OF THE CENTRAL HANGAR DRIVE AND LOCATED 93.35 FEET FROM THE
CENTERS OF THE CENTRAL HANGAR DRIVE, AS MEASURED FROM THE SOUTH WEST CORNER OF THE NORTH
WEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 2 WEST, W.M., AS BEARING FROM THE CENTERLINE
OF THE CENTRAL HANGAR DRIVE, 33.77 FEET EAST OF ARMS MEASURED FROM THE CENTERLINE OF THE
CENTRAL HANGAR DRIVE AND LOCATED 30.77 FEET FROM THE CENTERLINE OF THE CENTRAL HANGAR
DRIVE, AS MEASURED FROM THE CENTERLINE OF THE CENTRAL HANGAR DRIVE, N 00°00'14" E A DISTANCE OF
35.51 TE TO THE INITIAL POINT.

CONTAINING 134.26 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

AS PER O.R.S. 505.320.3 AND 505.320.4, I HEREBY CERTIFY THAT THE REMAINING MONUMENTS IN THIS
SURVEY WILL BE SET WHEN IN COMPLIANCE OF IMPOSITIONS OR WITHIN ONE CALENDAR YEAR OF RECORDATION OF THE ORIGINAL PLAT, WHOEVER COMES FIRST.