DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO JOSIE'S MEADOW II

This Declaration of Restrictions, Conditions and Covenants is applicable to Josie's Meadow II located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, COYOTE HOMES INC., herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, know as Josie's Meadow II

WHEREAS, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to this ownership of said property.

NOW, THEREFORE, the Declarant does hereby certify and declares that the following restrictions, conditions and covenants shall become and are hereby made part of all conveyances of lots within the plat of THE SUBDIVISION, recorded on Book 2097, Page 20, as Recorder's Fee No. 2097/195/5, of the Plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of all such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I
Property subject to these Covenants

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to these covenants shall constitute SUBDIVISION.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots and provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence(s) as a sale office, model home, or construction office for the purpose of home sales and house construction in SUBDIVISION.

(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet of living space.

Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provide an
overall appearance and value in conformation with the balance of the property. Such exceptions shall be made at the sole discretions of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) of the total lots.

(3) **Nuisances**

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become and annoyance or nuisance to the neighborhood.

(4) **Parking**

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(5) **Vehicles in Disrepair**

No owner shall permit any vehicle which is inoperative to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(6) **Fences**

No fences, either sight nor 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 fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

(7) **Signs**

No signs shall be created on any lot except that not more that one “For Sale” sign placed by owner, the Declarant, or by a licensed real estate agent not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Dundee sign ordinance. The Declarant may maintain “For Sale” sign(s) for purpose of marketing the subdivision that are excluded from the restrictions above.

(8) **Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and home are being constructed.

(9) **Livestock and Poultry**

No animals, Livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided that are not kept, bred, or maintained for any commercial purpose. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City ordinances.

(10) **Garbage and Refuse Disposal**
No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(11) Utilities

All plumbing facilities shall comply with the requirements or the Plumbing Code of the City and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purpose, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).

(12) Completion

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from the date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

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 weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(13) Business and Commercial Uses

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant's affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purpose of sales in said phases.

(14) Landscape Completion

All front yard landscaping must be completed within six (6) months from the date of the first occupancy of the residence constructed. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(15) Antennas and Service Facilities

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof on any structure on any lot so as to be visible from the street or adjoining lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

ARTICALE III

Architectural Approval

(1) Procedures

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality or specified material; harmony with the 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. The Declarant may designate a representative to act on his behalf.

(2) **Action**

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.

(3) **Approval of Plans by Declarant**

No building or structure, including but not limited to swimming pools, private greenhouses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) **Nonwaiver**

Consent by the Declarant to any matter proposed to it and within its jurisdiction under these covenants shall not be deeded to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

(5) **Liability**

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

**ARTICLE IV**

**General Provisions**

(1) **Term**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owner of a majority of the platted lots. So long as Declarant owns any property within the plat, any changes or amendment must first have prior approval of the Declarant.

(2) **Enforcement**

Should any person violate or attempt to violate any of the provisions of the covenants, any person or persons owning any real property embraced within the plat, including the Declarant, as its or their option shall have full power an authority to prosecute any proceedings at law or in equity against the person or persons violation or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
(3) Expenses and Attorney’s Fees

In the event any person or persons owning any real property embraced within the plat of THE SUBDIVISION, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney’s fees at trial and upon any appeal thereof.

(4) Severability

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) Limitations of Liability of Declarant

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or of Declarant in performing its duties or rights herunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this
the 10 day of August, 2007

COTYOTE HOMES INC.

By: Marc Willcuts, President

STATE OF OREGON } }ss
County of Yamhill } }

On this 10 day of August, 2007, before me, Marc Willcuts, being to me personally known, who being duly sworn, did say that he is the Representative of Marc Willcuts, Coyote Homes Inc.

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

Donna Befus
Notary Public for Oregon

My commission expires: 12-11-2007
**JOSIE'S MEADOW II**

Newberg Planning File No. SUB2-06-002

Location: NW 1/4 of Section 18, T.3 S., R.2 W., W.M., William Jones Donation Land Claim No. 28, City of Newberg, Yamhill County, OR

Date: 15 June 2007

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**Legend**

- **=** monument found, flush, 0.2" down, in good condition unless otherwise stated. Origin stated if known.
- **"** = set cross stake with identification weather "Dundell & Associates" at centerline of south end of Legacy Drive
- **X** = 5/8" iron rod with 1-1/2" aluminum cap marked "Dundell & Associates"
- **=** existing easement
- **=** easements erected by this plat
- **(______)=** date of record per plat of JOSE'S MEADOW
- **(______)** = date of record per Partition Plat No. 94-28

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**1" P.S. per CSP-5641, flush, on record as being at the NE corner of Tract 30 of the northwest Newberg Subdivision, held as west margin of Chehalum Drive and north line of said subdivision.**

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**REGISTERED PROFESSIONAL LAND SURVEYOR**

Matt Dundell & Assoc.
3765 Riverside Drive
McMinville, Oregon 97128
Email: mnd@lundellassoc.com
Phone: 503-472-7904

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Narrative

The purpose of this survey is to subdivide a portion of Parcel 1 of Yamhill County Partition Plt. No. 94-28 together with Tracts "A" & "B" of JOSIE'S MEADOW. I have held the monuments found from the plot of JOSIE'S MEADOW and the plot of Partition Plt. No. 94-28 as shown. The basis of bearing is along the south line of Partition Plt. No. 94-28 as shown. JOSIE'S MEADOW is not on the same basis of bearing as Partition Plt. No. 94-28.

Notes

1) This subdivision is subject to conditions, covenants and restrictions recorded in Instrument No. 200711416

2) Existing Temporary Emergency Turnaround Easement per Instrument No. 2007117918

3) No building, structure, or other obstruction shall be placed or located on or in a public easement.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that COYOTE HOMES, INC. is the owner, and COLUMBIA COMMUNITY BANK is the lien holder, of the lands represented on the attached map and more particularly described in the Surveys Certificate, and has caused said lands to be platted into lots, street and tracts as shown, and does hereby dedicate all streets to the public for road purposes forever, and grant all easements for the purposes as shown, and donate to the public, all common

MARC MULCUTT, President COYOTE HOMES, INC.

MARC MULCUTT, Secretary COYOTE HOMES, INC.

Acknowledgement

STATE OF OREGON |
COUNTY OF YAMHILL |

On this 21st day of July 2007, did personally appear MARC MULCUTT and MKE MULCUTT in the capacity shown in the above Declaration, who being duly sworn, did say that they are the identical persons named in the foregoing instrument and that they executed said instrument freely and voluntarily.

Affidavit of Consent to the Declaration By: COLUMBIA COMMUNITY BANK OFFICIAL, YAMHILL COUNTY RECORDS JIM COLLINS, COUNTY CLERK 20077514

This is an exact copy of the original plat of JOSIE'S MEADOW