 AFTER RECORDING RETURN TO: 

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

SEND ALL TAX STATEMENTS TO:  

No Change

Conditions Covenants And Restrictions

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 13 day of September, 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.

PAGE 1-CCR’S JOSIE’S MEADOW
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.

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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 inoperative 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 Lot 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 a single family dwelling not to exceed 2 ½ 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.

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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___, __2005__.

COYOTE HOMES, INC

By MARC WILLCUTS, President

STATE OF OREGON ]
] ss
County of Yamhill ]

On this ___13th____, day ___September___, __2005__ 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__
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 2/12/93 as Recorder's Fee No. 204719/5, 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 ½) 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 it 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 inoperable 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 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 10 day of August, 2007.

COTOTE HOMES INC.

By: Marc Willcuts, President

STATE OF OREGON  

County of Yamhill  

On this 10 day of August, 2007 before 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.

Dona Befus
Notary Public for Oregon

My commission expires: 12-11-2007
Josie's Meadow
For Coyote Homes, Inc.
Located in the William Jones D.L.C. No. 38
The N.W. 1/4 of Section 18
Township 3 South, Range 2 West, W.M.
City of Newberg, Yamhill County, Oregon
City of Newberg Case File No. 5-48-04
July 1, 2005

Surveyor's Certificate

I, Samantha R. Bianco, hereby certify that the survey of the tract of land described in the attached plat of "Josie's Meadow", located in the William Jones D.L.C. No. 38, in the northeast quarter of section 18, Township 3 South, Range 2 West of the Willamette Meridian, City of Newberg, Yamhill County, Oregon, the boundaries being more particularly described as follows:

Beginning at the initial point, a 1" iron pipe with a white flag at the southwest corner of the lot as described in the deed book 140, page 98, County Clerk's Office, Yamhill County, Oregon, a distance of 29.02 feet east of when measured at right angles to the centerline of Crook Drive, thence along the south line of Lot R, Survey No. 147-11, a distance of 64.26 feet to a point that is 20.02 feet west of the line described in the deed book 140, page 98, County Clerk's Office, Yamhill County, Oregon, a distance of 23.00 feet east of when measured at right angles to the centerline of Crook Drive, thence along a line east of the line described in the deed book 140, page 98, County Clerk's Office, Yamhill County, Oregon, a distance of 20.02 feet east of when measured at right angles to the centerline of Crook Drive, thence along the north line of Parcel 1, a distance of 38.10 feet to the initial point.

All taxes, fees assessments or other charges as provided by ODA, 21200 have been paid through 6-30-2006.

Yamhill County Assessor

Date

Notes:

1. This subdivision is subject to conditions of approval for the City of Newberg Case File No. 5-48-04.
2. Tracts "A" and "B" shall be owned and maintained by the declarant, their successors or assignees.
3. Lots 10 through 14 are subject to a private storm drainage easement for the benefit of Lots 11 to 14, said easement is to be owned and maintained by Lots 11 through 14, their successors or assignees. See sheet 2.
4. Lot 1 is subject to a temporary grading code through tumbling access easement, this easement wil automatically terminate and be extinguished upon the extension of public grade drive onto Parcel 1, see sheet 2.
5. Lot 24 is subject to a private structural easement for the benefit of Parcel 2, see sheet 2.
6. Lot 25 is a public utility easement that exists along the road frontage of all lots and tracts, see sheet 2.
7. Public improvements are referred to in the declaration will be public water, sanitary sewer, street and storm drainage improvements located in public right-of-ways of public easements.

Consent Affidavit

A subdivision plat, copy affidavit from Columbia Community Bank, 10200 SW 262nd Street, Sherwood, OR has been recorded as instrument No. 10200002-002, Yamhill County Records.

Approved this day .

Yamhill County Recorder

Remaining Corner Monumentation

In accordance with O.C.L.C. 606.570, the remaining corners of this subdivision have been correctly set with the proper monuments. An inspection of the plat has been prepared including the setting of said monuments and is recorded in instrument No. 10200002-002, Yamhill County Records.

Approved this day .

Yamhill County Recorder
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. 38, City of Newberg, Yamhill County, OR
Date: 15 June 2007

Narrative

The purpose of this survey is to subdivide a portion of Parcel 1 of Yamhill County Partition Plot 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 Plot No. 94-28 as shown. The basis of bearing is along the south line of Partition Plot No. 94-28 as shown. JOSIE'S MEADOW is not on the same basis of bearing as Partition Plot No. 94-28.

Notes

1) This subdivision is subject to conditions, covenants and restrictions recorded in Instrument No. 2007-11916.

2) Existing Temporary Emergency Turnaround Easement per Instrument No. 2007-1918. Easement is made to expire when Legacy Drive is extended south of this plot.

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., the owner, and Columbia Community Bank, the lien holder, of the land represented on the attached map and more particularly described in the Surveyor's Certificate, and has caused said lands to be plotted into lots, streets 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 improvements.

MARC MULUGUTS, President
Coyote Homes, Inc.

MIRE MULUGUTS, Secretary
Coyote Homes, Inc.

Acknowledgement

STATE OF OREGON
COUNTY OF YAMHILL

On this 21st day of June 2007 did personally appear MARC MULUGUTS and MIRE MULUGUTS 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

MARC MULUGUTS, President
Coyote Homes, Inc.

MIRE MULUGUTS, Secretary
Coyote Homes, Inc.

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