THIS DECLARATION IS BEING RE-RECORDED FOR THE PURPOSE
OF CORRECTING THE NAME OF THE COUNTY WHERE THE SUBJECT
SUBDIVISION IS LOCATED ON PAGE 3, PARAGRAPH 4. PREVIOUSLY
RECORDED APRIL 25, 1994 IN FILING VOLUME 307, PAGE 1674, DEED
& MORTGAGE

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

for

LA’ DEDOREMAZ ESTATES
Yamhill County, Oregon

ARTICLE I
DEFINITIONS

Whenever used in this Declaration, the following terms shall have
the following meanings:

1. "Said Property" shall mean and refer to that certain real
   property hereinafore described.

2. "Lot" shall mean and refer to any plot of land shown upon any
   recorded subdivision map of the properties, and to any parcel of
   said property under one ownership consisting of a portion of one or
   more of such lots and/or contiguous portions of two or more
   contiguous lots and upon which a dwelling has been constructed and
   occupied.

3. "Owner" shall mean and refer to the record owner (including
   contract sellers), whether one or more persons or entities, of all
   or any part of said property excluding those having such interest
   merely as security for the performance of an obligation.

4. "Building Site" shall mean and refer to a lot, or to any parcel
   of said property under one ownership which consists of a portion of
   one of such lots or contiguous lots if a building is constructed
   thereon.

5. "Developers" shall consist of Larry and Devri Doty; in their
   absence the representative shall be Andy Zorzi.

ARTICLE II
SETBACK

1. All health or safety hazard material shall be removed by the
property owner involved at his expense, i.e., falling limbs, poison
oak, bees nest, etc.

2. All removal of vegetation shall be kept to a minimum so as to
preserve the current natural setting of the property.

3. It shall be the responsibility of the property owner to obtain
the necessary approvals from the Yamhill County Planning Department
before altering any setback area.
ARTICLE III
ARCHITECTURE

1. No building, fence, wall, hedge, structure, improvement, obstruction, ornament shall be placed on or removed from property unless first discussed and approval thereof with the Developers.

2. All buildings shall be finished in earth tone colors.

3. No building may be erected on any of the said building sites unless it contains a minimum of 2000 square feet of floor area, exclusive of open porches, garages, garden houses and other appurtenances. In the case of a two story dwelling, the lower or ground level shall not be less than 1,000 square feet.

4. Exterior walls shall be of double wall construction with siding approved by the Developers. Earth tone stain or paint colors shall be used. Windows shall be of wood, vinyl or anodized metal frame construction. All dwelling units shall have a double car garage or larger. Roofing shall be of wood shake, shingle, composition, or tile. All flashing much be painted.

ARTICLE IV

1. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of said property without first obtaining approval from Developers. Dogs, cats or other household pets are permitted providing that such household pets are not kept, bred or maintained for any commercial purpose. Animal deposits are to be kept/maintained on owner's personal property.

2. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All sanitary containers shall be stored in a manner concealed from view from all abutting lots.

3. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. No mobile home, trailer, camper-truck, tent, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property. Exclusion to this is the existing mobile home on Lot 1.
5. Each owner shall be responsible for maintaining and keeping in good repair and order the exterior of any building or structure located upon said property.

ARTICLE V
GENERAL PROVISIONS

1. Enforcement. The owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. 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.

2. Insurance. The owner of every building or dwelling unit located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof.

3. Benefit of Provisions: Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, nor failure by declarant or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

*Yamhill County

4. Compliance with Law. Each owner, developer or builder shall comply with all regulations of Washington County regarding lots under his or its control including the conditions of approval of the subdivision imposed by said county and including, but not limited to the location of utilities, easements, access restrictions, dedications of rights of way, placement of mailboxes, screening and buffering, location and placement of structures and such other regulations or conditions which may be from time to time, imposed.

5. Drainage. Each owner, his heirs and assigns, of a lot in La'Dedoremaz Estates agrees not to interfere with the established drainage pattern over his lot from an adjoining lot, or lots; and in the event it is necessary to change the established drainage over his lot, that he will make adequate provisions for proper drainage for the benefit of the affected lots. For the purposes hereof "established drainage" is defined as the drainage which occurred at the time the overall grading of said property was completed.
ARTICLE VI
ASSESSMENTS AND ASSOCIATIONS

1. Developer shall be entitled to assess each of the lots subject to these CC & R's a reasonable sum toward the cost of maintenance, repair, replacement of any common improvement located within any phase of La'Dedereaz Estates. This includes the road that is utilized by all owners. Assessments shall be payable within thirty (30) days following receipt of invoice thereof.

IN WITNESS WHEREOF, the undersigned, being Developers herein has hereunto set its hand this 22 day of April, 1994.

Lawrence G. Doty
LAWRENCE G. DOTY

Devri D. Doty
DEVRI D. DOTY

Notary Public for Oregon
My Commission expires: 6-9-97

006493 20.00

STATE OF OREGON
COUNTY OF LANE
)

COUNTY OF LANE
)

I hereby certify this instrument was acknowledged by me in the presence of the undersigned
Instrument

Charles B. Stern,
COUNTY CLERK
La' Dedoremaz Estates
A subdivision in the N.E. 1/4 of Section 14, Township 4 South, Range 5 West of the Willamette Meridian, Yamhill County, Oregon.

Docket No. S-3-93
Tax Lot: 4514-100
Date: 18 January 1994

SURVEYOR'S CERTIFICATE

I, Matt Dunckel, a Registered Professional Land Surveyor in the State of Oregon, hereby depose and say that during the Month of February, 1994, I did accurately survey, subdivide and plot into lots, tracts and right of ways, in accordance with O.R.S. 92.050, 209.250 and the Yamhill County Land Division Ordinance, the lands represented on the attached map, the boundary of which is described as follows:

Beginning at an iron pipe and brass cap at the northeast corner of Section 14, T4S., R4W., W.M.: thence north 89°21'01" West 304.70 feet to an iron rod on the east line of the tract of land described by deed to豆7Y and Z002 and recorded in Film Volume 291, Page 107, Yamhill County Deed Records, and the INITIAL POINT of this subdivision; thence north 00°00'00" East 24.40 feet to the northeast corner of said tract; thence South 72°40'00" West 233.83 feet along the north line of said tract to an iron pipe set at the northeast corner in CSP-4655; thence South 37°39'51" West 243.15 feet to an iron pipe set at the angle point of said tract in CSP-4655; thence South 00°00'00" West 150.11 feet to an iron pipe set in CSP-4655; thence North 69°39'50" East 478.09 feet to the northeast corner of Lot 1 of CS-4655; thence North 00°00'00" East 895.36 feet to the POINT OF BEGINNING and containing 10.12 acres.

I, Matt Dunckel, further depose and say that the attached map is a true and correct representation of the lots, tracts and right of ways as staked on the ground with appropriate 5/8" by 30" or 24" long iron rod, with yellow plastic caps inscribed with my name and license number, or with found monuments, as shown on the attached map, at all lot corners, the intersections, points of curvature and point of tangents, of the centerlines of all streets and roads and all points on the exterior boundary line with changes in direction.

Matt Dunckel, Oregon PLS No. 1942
Matthew E. Dunckel, Assoc.
19010 N.W. Baker Creek Rd.
Mcminville, Or. 97128

Legend

- monument found, flush to 0.5" above, in good condition unless otherwise noted, Oregon state [illegible]
- set 5/8" iron rod with yellow plastic cap marked "Dunckel PLS 1942"
- existing fence line or boundary
- acts of record
- existing or proposed wall location
- septic tank pit location
- Utility Pole

Narrative

The purpose of this partition is to subdivide the boundary of PL2029, P. 101 into the 4 lots as shown. The north and east lines were set by bearing bearing intersection from found monuments to the South and Southwest. The west line was set at found monuments of CS-4655 and is the basis of Bearings for this subdivision map. The South lines are set by holding monuments of record as found.

Matthew E. Dunckel, Oregon PLS 1942

IF THIS DOCUMENT TO HIM
La' Dedoremaz Estates
A subdivision in the N.E. 1/4 of Section 14, Township 4 South, Range 5 West of the Willamette Meridian.
Yamhill County, Oregon.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that we LAWRENCE G. DOTY, DEVER D. DOTY and ANDREW G. ZOKO are the owners of the lands represented on the attached map and more particularly described in the Surveys Certificate and have caused said lands to be subdivided into the 4 lots with easements shown and described herein and do hereby dedicate Tract "A" to the public forever.

In addition, there are no water rights appurtenant to the lands represented by this subdivision.

APPROVALS:

Yamhill County Planning Director
LAWRENCE G. DOTY
2-14-94
County of Yamhill

Yamhill County Engineer
WILLIAM H. CURTIS
5-2-94

Deed notarized

Permitted to O.E.S. 03, 0530, taxes have been paid and bond certified to the date of June 30, 1994.

Dated March 9-94

JUDITH JONES
Treasurer

ACOUGMENT

STATE OF OREGON
COUNTY OF YAMHILL

ON this the 30th day of June, 1994, Richard L. Larker, aged 30 years, of the county of Yamhill and state of Oregon, being the registered owner of the herein described property, could and did, in the presence of the undersigned notary, affix his signature to the foregoing description and to the acknowledgment that he was the registered owner of the property hereinafter described.

Dated June 30, 1994

DEVER D. DOTY
Deed notarized

ACOUGMENT

STATE OF OREGON
COUNTY OF YAMHILL

On this the 30th day of June, 1994, David G. Zoko, aged 25 years, of the county of Yamhill and state of Oregon, being the registered owner of the herein described property, could and did, in the presence of the undersigned notary, affix his signature to the foregoing description and to the acknowledgment that he was the registered owner of the property hereinafter described.

Dated June 30, 1994

ANDREW D. ZOKO
Deed notarized

Notes

1) There are no MOC stations within 1/2 mile of this tract.
2) All parcels have legal access to Pheasant Hill Road.
3) This partition does not guarantee the issuance of a residential building permit for any lot. Prior to issuance of residential development permits for the lots, the applicable provisions of the Yamhill county Zoning Ordinance must be satisfied.
4) Septic tank drainfields have been approved for those areas noted herein. The placement of a drainfield shall require approval and permit by the county sanitary.
5) No municipal public utility, community water supply or private well system will be provided to the purchaser of the lot.
6) The proposed well on Lot 4, noted a minimum of 100 feet from the approved septic disposal area on the property to the west.
7) Lot 1 is provided water through the Baker Creek Water Association.
8) Lot 3 is to be provided with a sand filter sanitary sewer system.
9) Any dwelling shall be located a minimum of 50 feet from the east property line.
10) No new lot lines may be created that would result in nonconforming setbacks. Existing buildings shall be a minimum of 15 feet from any new lot line unless it is a non-residential structure less than 15 feet tall.