CC&R's FOR LACY'S MEADOW

STRUCTURES PERMITTED

No structures shall be erected or permitted to remain on any Lot except one single-family structure containing a dwelling unit and structures normally accessory thereto and except for any structures existing on the Lot on the date of this declaration. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, a shelter or port for the protection of such swimming pool, tennis court, sport court, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of any such structure is in conformity with the applicable governmental regulations and the structure is compatible with the dwelling structure constructed on such Lot. No mobile or manufacture homes are permitted within the property. Nothing in this section shall be deemed to prohibit construction of a residence on a Lot in accordance with this Declaration, nor the storage during the course of construction or construction materials and equipment on the Lot as may be necessary for such construction. A barn for animals will be permitted, 30 x 40 feet is a reasonable size for a barn for personal use or for shop space. Any outbuilding to be completed in eight months, from the start of construction.

RESIDENTIAL USE

Lot shall only be used for single-family residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot except as allowed by the local jurisdiction, nor shall any goods, equipment, vehicles, materials or supplies used in construction with any trade, service or business be kept or stored on any Lot, except within an approved structure. Nothing in this paragraph shall be deemed to prohibit (a) units, (b) the right of Declarant or any contractor or home builder to construct dwelling units on any Lot to store construction materials and equipment on such Lots in the normal course of construction, and (c) the right of the Owner of a Lot to maintain the professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers in his dwelling unit.

Recorded in Official Yamhill County Records

CHARLES STERN, COUNTY CLERK

198803630 10:33am 03/03/98

3-3-98
OFFENSIVE OR UNLAWFUL ACTIVITIES

No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinance and regulations of all governmental bodies having jurisdiction thereof shall be observed.

MAINTENANCE OF STRUCTURES AND GROUNDS

Each Owner shall maintain their Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitations, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvement and glass surfaces. In addition, each owner shall keep shrubs, trees, grass and planting of every kind on their Lot neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. In addition each Owner shall be responsible for maintaining that portion of property between their actual property boundary and the paved road surface. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Each Owner shall be responsible to remove any dirt or debris from the road surface immediately, caused by egress of their Lot, including but not limited to themselves, contractors and invitees.

PARKING

Parking of commercial vehicles, boats, trailers, motorcycles, trucks, truck campers or other recreational vehicles or equipment and vehicles in excess of one (1) ton in weight shall not be allowed on any part of the property except on an occasional basis. However, such parking shall be allowed within the confines of an enclosed garage or outbuilding or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. There shall be no parking of any vehicles on the surface of the access road.
VEHICLES IN DISREPAIR

No Owner shall permit any vehicle which is in extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street within the subdivision for a period in excess of forty-eight (48) hours.

SIGNS

No signs shall be displayed to the public view on any Lot or Improvement, except on professionally made signs of not more than six (6) square feet advertising such property for sale. The restriction contained in this paragraph does not apply to signs used by a builder during the construction and sales period and shall not prohibit the temporary placement of "political" signs on any Lot by the Owner.

RUBBISH AND TRASH

No Lot shall be used as a dumping ground of trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary container for proper disposal and out of public view. Yard rakings, dirt and other materials resulting from landscaping work shall not be dumped onto streets and no large piles of debris shall be allowed to accumulate on any Lots. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

COMPLETION OF CONSTRUCTION

The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction. The building area shall be kept reasonably clean and in workmanlike order during the construction period.
LANDSCAPE COMPLETION

All landscaping must be completed to a minimum of cultivated grass within 120 days from the date of substantial completion of the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

TEMPORARY STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Parking of one motor home per Lot is permitted, but not to be used as a residence.

FENCES, HEDGES AND PLANTINGS ALONG LOT LINES

No fence shall exceed six (6) feet in height from the finishing Lot grade on the highest side. Steel or wire mesh fencing is permitted. Metal sheet and plywood fences are prohibited. Hedges or other solid screen planting may be used as Lot line barriers, subject to the same height restrictions as fences.

SERVICE FACILITIES

Service facilities (garbage, fuel tanks, clothes-lines, etceteras) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdiction or public utility companies. Utilities to existing house can stay as is.

ANTENNA AND SATELLITE DISK

Exterior antennas and satellite receiver and transmission disk shall not be permitted to be placed on the roof of any structure. Any such facility shall not protrude forward of the
rear of the dwelling, this does not include satellite dishes two feet or smaller, or antennas on existing dwellings.

**DWELLING SIZE AND HEIGHT**

The total floor area of a dwelling, exclusive of open porches and garage, shall be no less than 1750 square feet for a single story dwelling. A two-story dwelling shall have a minimum ground floor square footage of not less than 1000 square feet and a total square footage of not less than 1750 feet. No building may exceed two and one-half (2.5) stories in height. All dwellings under 2000 square feet shall have an attached private garage for not less than two cars. And dwellings in excess of 2000 square feet shall have an attached private garage for not less than two (2) cars. Unattached garages will be acceptable, barns or shops 30 x 40 two stories high are acceptable.

**BUILDING SETBACKS**

Dwelling shall be situated on Lots according to applicable law and setback requirements in effect for Yamhill County.

**EXTERIOR FINISH**

Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, stucco or a combination of these. Manufactured horizontal lap siding is allowed. Vinyl siding is also allowed. Exterior trim, fences, doors, railings, decks, eves, gutters, and the exterior finish of garages or outbuildings larger than 100 square feet shall be designed, built and maintained to be compatible with the exterior of the residence they adjoin. Barns and shops can have T-111 or metal siding. Finish must be kept in good repair.

**ROOFING**

Cedar, tile, architectural composition or metal roofing is allowed.
EXEMPTION FOR EXISTING STRUCTURES

No structure in existence on the Property on the date of recording of this Declaration shall be deemed to be in violation of the restrictions contained herein so long as such structure continues in existence, notwithstanding the fact that such structure might otherwise be in violation of this Declaration.

AMENDMENT AND REPEAL

This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period by a written, recordable instrument signed by owners owning a majority of the Lots within the Property, and which instrument shall only be in effect when recorded in the record of Yamhill County, Oregon. These restrictions may be amended at any time and from time to time, by an instrument in writing signed by Declarant so long as Declarant is in ownership of over 25 percent of the Lots of record, and then afterwards by three-fourths of the then owners of record of said property, which said written instrument shall become effective upon its recording in the office of the county recorder of Yamhill, State of Oregon.

JOINT OWNERS

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act of consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.
LESSEES AND OTHER INVITEES

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been permit the by the Owner themselves.

ENFORCEMENT

Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event suit or actions is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal or petition for review of such suit or action, in addition to any other sums provided by law.

NONWAIVER

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.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county or planning department to verify approved uses.
This agreement shall constitute a covenant and restriction running with the land and shall be binding upon the undersigned, who are the legal owners of the real property, and shall bind their heirs, assigns and legal representatives.

Marc Willcuts President
Coyote Homes, Inc.

FORM NO. 36—ACKNOWLEDGMENT—CORPORATION.

STATE OF OREGON,

County of Yamhill )

On this 2nd day of March, 1998, before me appeared Marc Willcuts and ____________________________, both to me personally known, who being duly sworn, did say that he, she, or it, is the President, and he, she, or it, acknowledged the instrument to be the free act and deed of said Corporation.

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

Janet L. Winder
Notary Public for Oregon.

My Commission expires 5/6/01.

3-3-98
AMENDMENT OF CC&R's
LACY'S MEADOW

April 1, 1998

Lot 5 dwelling floor area shall be no less than 1700 square feet with minimum ground floor of 750 sq. ft. Lot 5 will also be allowed to have a detached garage. Lacy Meadows CC&R's recorded in Instrument No. 199803630.

[Signature]
4-1-98
Marc Willcuts, Pres.
Coyote Homes Inc.

STATE OF OREGON.

County of Yamhill

BE IT REMEMBERED, That on this ___ day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named MARC WILLCUTS, President of Coyote Homes, Inc., known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

[Signature]
KATHLEEN NIEBUS
Notary Public for Oregon
My commission expires 6-5-1999

Recorded in Official Yamhill County Records

15.00

084 06590 06 04 060209
1 P62 1 05.00 0.00 0.00 0.00 0.00 0.00 0.00 18.00

10:56am 04/02/98

04-02-97
LACY'S MEADOW

A SUBDIVISION OF LOTS 4, 5, 6 & THE WEST 33 FEET OF LOT 3, "HOBSON'S FRUITLAND SUBDIVISION" LOCATED IN THE ANDREW HARVEY DONATION LAND CLAIM NO. 58 IN THE NORTHWEST QUARTER OF SECTION 24 & THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, YAMHILL COUNTY, OREGON

SURVEYED BY:

RAINY DAY SURVEYS
16505 NW SHELTERED Nook Rd.
PORTLAND, OREGON 97231
PH (503)3621-3304

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT COYOTE HOMES, OWNER OF THE LAND DESCRIBED HEREIN, DOES HEREBY MAKE, ESTABLISH AND DECLARE THE ANEXED MAP OF "LACY'S MEADOW" AS SPECIFICALLY DESCRIBED IN THE ADDITIONAL NOTES HERETO. ALL LOTS BEING OF THE DIMENSIONS ShOWN HEREIN; COYOTE HOMES HEREBY CONVEYS TO THE PUBLIC FOREVER THE PUBLIC EASEMENTS AS SHOWN HEREIN.

MARK WILCUTS, PRESIDENT - COYOTE HOMES

ACKNOWLEDGMENT

STATE OF OREGON

YAMHILL COUNTY

KNOW ALL MEN BY THESE PRESENTS, ON THIS 5TH DAY OF NOVEMBER, 1997 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY PERSONALLY APPEARED MARK WILCUTS REPRESENTING COYOTE HOMES, WHO KNOWINGLY AND VOLUNTARILY SIGNED THE MAP AND DOCUMENT HEREBY DISPOSING OF THE LAND AS SHOWN AND ACKNOWLEDGED THE SAME TO BE A TRUE COPY OF THE MAP AND DOCUMENT AS SHOWN HEREIN.

STATE OF OREGON

COUNTY OF YAMHILL

I, ROGER J. CAMPBELL, A REGISTERED LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH LAWS OF KIWANI, MARKETS THE LAND REPRESENTED ON THE ATTACHED MAP OF "LACY'S MEADOW" AS THE INITIAL POINT I HOLD A 5/8 INCH IRON ROD MARKING THE SOUTHWEST CORNER OF LOT 4, "HOBSON'S FRUITLAND SUBDIVISION", THEN EAST 110.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, "HOBSON'S FRUITLAND SUBDIVISION", THEN SOUTH 90 DEGREES 00' WEST 992.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, THEN WEST 330.00 FEET TO A POINT ON THE CENTERLINE OF HIDDEN SPRINGS ROAD, THEN SOUTH 90 DEGREES 00' WEST 155.77 FEET TO A POINT, THEN SOUTH 90 DEGREES 00' WEST 33.00 FEET TO A POINT OF BEGINNING CONTAINING 15.50 ACRES OF LAND.

I CERTIFY THAT THIS TRACING IS AN Exact COPY OF THE ORIGINAL SURVEY PLAT.

PLATBOOK 11 PAGE 27

APPROVALS

APPROVED THIS 5TH DAY OF FEbruary, 1998

YAMHILL COUNTY ENGINEER

APPROVED THIS 23RD DAY OF DECEMBER, 1997

YAMHILL COUNTY SURVEYOR

APPROVED THE 15TH DAY OF JUNE, 1998

YAMHILL COUNTY PLANNING DIRECTOR

APPROVED THIS 24TH DAY OF DECEMBER, 1998

YAMHILL COUNTY BOARD OF COMMISSIONERS

Pursuant to ORS 92-005, Taxes have been paid or meeting is due to date or June 30, 1999

YAMHILL COUNTY TAX COLLECTOR

APPROVED THIS 5TH DAY OF JANUARY, 1999

YAMHILL COUNTY ASSESSOR

STATE OF OREGON

COUNTY OF YAMHILL

I, YAMHILL COUNTY CLERK AND RECORDER DO CERTIFY THAT THIS MAP WAS RECORDED IN YAMHILL COUNTY, OREGON ON 1/4/99 AT 3:13PM AND IS RECORDED IN 145 OF BOOK 939 OF MAPS AT PAGE 302.

REGISTERED PROFESSIONAL LAND SURVEYOR

EXPIRES 12/31/97

ROGER J. CAMPBELL

I, ROGER J. CAMPBELL, DO CERTIFY THAT THIS TRACING IS AN Exact COPY OF THE ORIGINAL SURVEY PLAT.

COUNTY RECORDS SHEET 2 OF 2

Received 3-2-98

County Surveys

Film 5 pages 24-25

Project 3-2-98