CONDITIONS, COVENANTS AND RESTRICTIONS
For
MARGARET’S VINEYARD

DECLARATIONS OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR MARGARET’S VINEYARD, YAMHILL COUNTY, OREGON (the “Declaration”) is hereby made executed this day of October, 2007 by Margaret Bollinger.

WITNESS TO:

WHEREAS, Developer is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Margaret’s Vineyard according to the map and plat thereof on file with the official records of Yamhill County, Oregon.

WHEREAS, Developer desire to subject lots 1 through 8 Margaret’s Vineyard to the conditions, covenants and restrictions contained herein for the benefit of all the lots in Margaret’s Vineyard and their present and subsequent Owners.

NOW, THEREFORE, Developer here by declares lots 1 through 8 Margaret’s Vineyard area and shall be held upon and conveyed subject to covenants, conditions, restrictions, reservations and charges hereinafter set forth.

SECTION 1 -DEFINITIONS
The following words and terms, when used in the Declarations, and supplemental Declarations, or any changes, amendments or modification hereto, shall have the following meanings:

1.1 “Lot” shall mean and refer to any of the numbered parcels shown on any recorded subdivision map or plat of Margaret’s Vineyard.

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 Lot which is part of Margaret’s Vineyard including contract seller, but excluding those having such interest merely to secure performance of any obligation (“Collective Owner”)

1.3 “Street” shall mean and refer to any street or other thoroughfare providing a means of access and shown of any recorded subdivision map or plat of Margaret’s Vineyard.

1.4 “House” shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constitute one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.
SECTION 2 - COMMON SCHEME RESTRICTIONS

The following restrictions are hereby imposed as a common scheme upon each Lot of Margaret's Vineyard for the benefit of every other Lot in Margaret's Vineyard and may be enforced by Owner of Margaret's Vineyard.

2.1 No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

2.2 Lots 1 through 8 may have two (2) horses or cows for each acre, and part thereof, of area in the lot, horses or cows shall be kept within an appropriate enclosure constructed for the specific purpose of corraling and housing said horses or cows.

2.3 No animal shall be allowed to become a nuisance to any resident within Margaret's Vineyard.

2.4 All dogs, cats, horses, cows, birds are not to be kept, bred or raised for commercial purposes or be in unreasonable numbers.

2.5 No lot or any area in or part of Margaret's Vineyard shall be used for the purpose of exploring for, taking therefrom or production therefrom, gas, oil or any other hydrocarbon or mineral substance.

2.6 No noxious or offensive activity shall be permitted upon a Lot or in any area or part of Margaret's Vineyard nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance of any Owner or detract from the value of Margaret's Vineyard as a high-quality rural neighborhood.

2.7 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Margaret's Vineyard and upon a Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until full completion. All exterior and visible portions of all Houses, building fences, wall or other Structures placed on any Lot, in any area in or part of Margaret’s Vineyard shall be constructed of new and high-grade materials, unless the use of material that are not new or other than high-grade have been specifically approved by the Developer. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon a Lot, or any area or part of Margaret’s Vineyard without the express written approval of the Developer. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are exclusively incidental to the sale of Lots and construction and sale of Houses upon any Lot, any area in or part of Margaret’s Vineyard provided such have been specifically approved by the Developer.
3.2.3 Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory building shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

3.2.4 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or not painted or anodized.

3.2.5 Nature of Construction. All houses erected or constructed in Margaret’s Vineyard shall be of “double-wall” construction and utilize construction materials and procedures consistent therewith.

3.2.6 Minimum Area of Houses. The total square footage of any House excluding open porches, decks, and garages shall not be less than 2700 square feet. The minimum square footage of the main floor of any multiple story House shall not less than 1,000 square feet.

3.2.7 Garages. All houses shall include a car garage with room for at least two cars.

3.2.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Margaret’s Vineyard is thirty (30) feet from property lines, unless approved the Developer.

3.2.9 Height Restrictions. Stated County height restrictions apply to all Lots.

3.2.10 Design and Style of Houses, detached garages, out buildings, barns, and any and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out building, detached garages, barns or any other structures erected, constructed or maintained in Margaret’s Vineyard shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the International Building Code and the applicable codes and ordinances of Yamhill County and the State of Oregon.

3.2.11 No Liability. The Developer, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Developer.
SECTION 4 - EASEMENTS.

Developer hereby grants and reserves unto itself, its successors and assigns; and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Margaret’s Vineyard recorded in the records of Yamhill County, Oregon, for the purpose noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to well, water, storm, gas, telephone, electricity, and a master or cable television system.

SECTION 5 – SIGNAGE.

5.1 No sign for the purpose of commercial advertising shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Margaret’s Vineyard except on (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

5.2 Section 1 of this Section shall not prohibit, limit or restrict Developer in any way from erecting or construction of, or authorizing the erection and construction of any sign or types of signs indicating the name, features or availability of Lots or Houses within Margaret’s Vineyard as being for sale, lease or rent.

SECTION 6 – MAINTENANCE

6.1 Each Owner of a Lot in Margaret’s Vineyard shall maintain the condition of said Lot and any and all improvements thereon including, without limitations, any House, building, structure, landscaping, driveways, trees, shrubs or other vegetation thereon in a reasonable clean, neat, attractive and visually pleasing manner so as to not detract from Margaret’s Vineyard.

SECTION 7 – AMENDMENTS OR MODIFICATIONS

7.1 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots in Margaret’s Vineyard after seventy-five percent (75%) of the Lots in Margaret’s Vineyard have been conveyed to Owners by the Developer.

7.2 Any and all amendments or modifications to this Declaration must be made in writing and shall be recorded as an amendment or modifications to this Declaration in the official and public records of Yamhill County, Oregon.
SECTION 8 – DURATION

The covenants, conditions and restrictions of the Declaration and any and all amendments and modifications hereto shall run with and bind the land and insure to the benefits of any and all Owners of Lots in Margaret’s Vineyard, their legal representatives, heirs, successors and assigns for a term of (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any all amendments and modifications hereto shall be automatically renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration 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. The Developer maintains the right to change or modify covenants, conditions and restrictions until all lots in Margaret’s Vineyard have been conveyed to third parties.

SECTION 9 – OTHER PROVISIONS

9.1 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. In validation 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.

9.2 The provisions of these Declarations shall bind and insure to the benefit of and be enforceable by the Developer, and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Developer, or and Owner of Owners of any Lot or Lots, their legal representatives, successors, heirs and 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.

9.3 Any or all of the rights, powers and reservations of Developer contained herein may be assigned by Developer without any diminution of such rights, powers and reservations and without the prior consent of any Owner or Owners of any Lot or Lots in Margaret’s’ Vineyard.

9.4 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.

9.5 Neither Developer nor any successor, assign, employee, agent or other representative of Developer shall be liable to any Owner or to another person for its enforcement of failure to enforce any provisions of this Declaration. Each owner, by acquiring such Owners’ interest in a Lot, agrees to not bring any action or suit against Developer nor any successor, assign, employee, agent or other representative of Developer, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or
occupying any portion of any Lot, agree to defend indemnify and hold Developer and Developers' successors, assigns, employees, agents and other representative harmless from any claim, loss, damage, cost or expense, including without limitation, reasonable attorneys' fees arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed as of the date first written above,

Developer

Margaret Bollinger

By Margaret Bollinger

ACKNOWLEDGEMENT

STATE OF OREGON)

COUNTY OF YAMHILL

On this 29TH day of October, 2005, did personally appear Margaret Bollinger, who being duly sworn, did say that they are the identical persons named in the forgoing instrument and that they executed said instrument freely and voluntarily.

Suzanne M. Dickinson
My Commission Expires: May 9, 2011

OFFICIAL SEAL
SUZANNE M. DICKINSON
NOTARY PUBLIC - OREGON
COMMISSION NO. A417232
MY COMMISSION EXPIRES MAY 9, 2011
NARRATIVE

The purpose of this survey is to subdivide the BOLLINGER tract as described in Film Volume 46 Page 776 (excepting tract #0004658) into the 8 lots and easements shown. The BOLLINGER tract is described in several parts. The basis of bearing is between two pipes 1170' and 1172' from the east end of the tract so that the west end lies on the east line of Sections 27 and 22. The north line is the centerline of Butteville Road per deed dated 1970, excepting for the most easterly portion of said north line which is the line running from the north line of Section 27 south to the line of 22 and then a part of Section 22. The said easement is for drainage of the Jesse Parish Ditch as shown in the parcel plat of the Jesse Parish Ditch. The().

NOTES

1) No municipal, public utility, community water supply or private system will be provided to the purchase of the lots listed herein.

2) Lots shown on this plat were authorized by waivers of land use regulations by Yamhill County and the State of Oregon pursuant to ORS 197.352, 2005 replacement part (Measure 37). The Yamhill County waiver is found in Board Order No. 25-272, recorded in the Yamhill County Deed & Mortgage Records as Instrument No. 200006133. Yamhill County makes no representations or warranties as to the transferability of the lots or any development rights related to the lots.

3) Important Notice

The property is subject to a road development agreement which may be binding on successor property owners. The road development agreement was recorded August 17, 2006 in Instrument No. 200006133, Yamhill County Deed Records, and should be viewed by all interested parties.

EAUSEMENT NOTES

Easement #1: 30'-wide access and utilities easement for the benefit of Lot 7 and that tract of land described in Film Volume 185 Page 102.

Easement #2: 30'-wide access and utilities easement in Lot 7 for the benefit of land described in Film Volume 185 Page 102.

Easement #3: An easement shown in CS-2623 which is a "gateway easement", see Corrections Journal Volume 15 Page 518.

Easement #4: 6'-wide power line easement per Film Volume Page 1556.

Easement #5: Most likely portion of 30'-wide access & utilities easement per Film Volume 185 Page 102 which is along the existing road.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that MARGARET R. BOLLINGER is the owner of the land represented on the attached map and more particularly described in the Surveyors Certificate, and has caused said land to subdivided into lots and easements as shown and hereby dedicates portions of said lands for road purposes forever as shown, and does hereby grant all easements for the purposes shown.

Affidavit of Consent to the Declaration

By: MARGARET R. BOLLINGER

Recorded in Instrument No. 200623024

Filing Date: October 10, 2006

Yamhill County, Clerk