DECLARATIONS OF RESTRICTIONS, CONDITIONS, COVENANTS AFFECTING CERTAIN REAL PROPERTY LOCATED IN THE BENJAMIN HEATER DONATION LAND CLAIM NO. 50, TOWNSHIP 3 SOUTH, RANGE 2 WEST, W.M. YAMHILL COUNTY, OREGON

This Declaration, made this 16 day of June, 1989
by George McKay and Anita McKay;

WHEREAS, the above named declarant is the owner of certain real property in Yamhill County Described as McKay Meadows, Yamhill County, Oregon, a lawful subdivision, whose plat is recorded in Film Volume 323, Page 392, Deed and Mortgage Records of Yamhill County, Oregon; and

WHEREAS, the aforesaid owners desire to declare to the public their intention to sell said property as aforesaid under certain conditions, restrictions and covenants;

NOW, THEREFORE, it is hereby declared by the above referred to owners that all of the property in McKay Meadows shall be sold subject to the following:

1. The property herein shall be used exclusively for rural residential purposes. No more than one residence may be built on any one parcel. No more than one family shall be allowed to dwell in a residence. This does not apply to overnight guests or temporary visitors.

2. All one level dwellings must have a minimum of 1500 square feet of living space on the main level. A two story dwelling must have a minimum of 1500 square feet of living area of not less than 1200 square feet on the main level. The living area is not to include basement for purposes of this provision.

3. No building shall be more than two stories in height and shall not exceed 30 feet measured from the highest point of the roofline of the residence to the floor of the first floor. For purposes of this provision, a basement or daylight basement shall not be considered the first floor.

4. All houses shall include insulated windows, ceilings, walls and undercarriages and the exterior shall be of cedar siding, redwood siding, horizontal manufactured siding, stucco, or brick veneer. Roofs of all dwellings shall be either of cedar, slate, tile, wood shingle, fiberglass shake, or high grade composition roofing material such as architectural composition roofing. No flat roof construction shall be permitted. All building exteriors shall be completed (and painted or stained if appropriate) within one year from the time construction is commenced.

5. No building, permanent or temporary, may be located within 40 feet of the front property lines or 25 feet from the side property lines or the back property lines. All buildings not
attached to the dwelling must maintain a 75 foot set back from the front line. Carports shall be prohibited.

6. No mobile homes or manufactured homes, permanent or temporary, or any other temporary structure, shall be allowed to exist on the property. No pre-existing homes can be moved onto the property. PROVIDED, HOWEVER, the Owners reserve unto themselves, and to their heirs and assigns, the right to maintain a mobile home on Phase II of McKay Meadows, where they currently reside.

7. Radio and television antennas may not extend higher than 15 feet above the highest point of the residence.

8. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the property shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No commercial business of any type shall be allowed to be established on or operated from or within the property. No sign of any kind shall be displayed to the public view from any property or building, except for signs advertising the property or the dwelling for sale. No animals, including household pets such as cats, dogs or birds shall be maintained for any commercial purposes. Specifically, without limiting the foregoing, no kennels shall be maintained on the property.

10. No pigs, goats or poultry shall be raised upon any of the property. All animals must be reasonably controlled and maintained to avoid their being a nuisance to other homeowners.

11. All homesites shall be maintained in a reasonably neat manner with no rubbish left on or about the premises. All unused automobiles shall be adequately housed. There shall be no storage of cars, boats, trailers or any other equipment on streets. All of the above mentioned equipment shall not be kept or stored in front of or beside any residence. No nonusable or junk motor vehicles or vehicle parts shall be kept or stored on the property.

12. No owner shall make any offensive noises or conduct any activity which reasonably offends or interferes with other resident's use of their property.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding upon all parties and all persons claiming under them until March 1, 2009, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed by Owners of not less than three-fourths in area of the whole of McKay Meadows, prior to the conclusion of the preceding time period, not to extend the protective covenants and conditions for a succeeding period or to restrict or modify them in whole or in part.
and such agreement is properly attested to and recorded in the Deed Records of Yamhill County, Oregon.

If the parties hereto, or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in McKay Meadows to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or either to prevent him or them from so doing through injunction or otherwise, or to recover damages or other remedies at law.

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

George McKay

Anita McKay

STATE OF OREGON
County of Yamhill

On the 16th day of June, 1989, personally appeared the above named George McKay and Anita McKay, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
My commission expires: 7/30/89

STATE OF OREGON
County of Yamhill
I hereby certify that the writing was received and duly recorded by me in Yamhill County Records:

Charles A. Ickes, County Clerk