GRANT OF UTILITY EASEMENT AND COVENANTS
PERTAINING TO ROAD MAINTENANCE

WHEREAS, George McKay and Anita McKay are the developers and owners of certain real property located in Yamhill County, Oregon described as McKay Meadows Subdivision recorded in the Subdivision Plat dated June 16, 1989 and recorded in Film Volume 233, Page 332, Deed and Mortgage Records of Yamhill County, Oregon; and

WHEREAS, McKay Meadows Subdivision consists of six lots, which lots abut David Lane, a public roadway extending through the Subdivision; and

WHEREAS, it is the intention of Owners as developers of McKay Meadows Subdivision to create and establish a utility easement along David Lane for the benefit of future owners of the lots in the Subdivision and for the benefit of the general public; and

WHEREAS, the Owners as developers of McKay Meadows Subdivision desire to create binding covenants and conditions that are appurtenant to each of the lots located within McKay Meadows Subdivision for the maintenance and upkeep of David Lane; now, therefore, the undersigned owners,

DO HEREBY GRANT AND DECLARE as follows:

1. The undersigned do hereby bargain, sell and convey to the general public, acting by and through Yamhill County, Oregon, a political subdivision, a non-exclusive utility easement being five feet in width and located adjacent to, and parallel with, the northern most boundary of David Lane as David Lane abuts with and shares a common boundary with Lots 1, 2, 3 and 4 of McKay Meadows Subdivision.

2. That portion of David Lane located within the Subdivision shall be maintained by the owner(s) of record within the Subdivision. Except as provided in paragraph 3, the owner(s) of each lot within the Subdivision shall contribute equally with the owner(s) of record of the other lots within the Subdivision for the costs of any materials and labor used in any authorized repair, maintenance, upkeep or improvement of David Lane. An "authorized" repair, maintenance, upkeep or improvement shall exist when the owner(s) of record of at least four lots within the Subdivision have executed in writing their declaration to proceed with a specific repair, improvement or maintenance project. Each lot shall be responsible for its fractional share of the "authorized" repair, maintenance, upkeep or improvement regardless of the lot's size or roadway frontage.
3. These covenants and agreements pertaining to the maintenance, upkeep and repair of David Lane shall be permanent, perpetual and appurtenant to Lots 1, 2, 3, 4, 5, 6 and 7 of McKay Meadows Subdivision and be binding upon the owner(s) of record thereof, provided, however, so long as George McKay and Anita McKay, or the survivor of them, are the owner(s) of record of Lot 5, no portion of the roadway repair, maintenance, upkeep or improvement expense of David Lane shall be assessed to them or Lot 5 under any circumstances.

4. The owner(s) of record of any lot in McKay Meadows Subdivision shall have standing in any appropriate court of law to enforce any of the covenants and agreements herein set forth for the maintenance, repair, upkeep and improvement of David Lane. In any such action, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorney's fees incurred in such legal action, including any appeal thereof, in addition to court costs.

Dated this 16th day of June, 1989.

George McKay

Anita McKay

STATE OF OREGON 
) ss. 
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: 1/21/93

STATE OF OREGON
County of Yamhill 
County Records
County Clerk

Charles Cline, County Clerk

Page 2
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 233, Page 534, 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 )
) ss.
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: 7/31/93

STATE OF OREGON )
} ss.
COUNTY OF YAMHILL )

Charles Steele, County Clerk
Registered in Yamhill County Records 05101
ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, is made this 23rd July, 1989, by
and between
1) Cheryl A. Asher
2) Craig and Jillian Lea Kosmicki
3) George and Anita McKay
4) Charles N. and Jean A. Carr
5) Dennis and Heather Lewis
6) Nathan J. and Harjorie D. Mitts

all of whom shall be referred to herein as "the owner(s)."

WITNESSETH:

WHEREAS, the owner(s) own certain real property located in
the County of Yamhill, State of Oregon and more particularly
described as follows:

1) Refer to the attached Exhibit "A"
2) Refer to the attached Exhibit "B"
3) Refer to the attached Exhibit "C"
4) Refer to the attached Exhibit "D"
5) Refer to the attached Exhibit "E"
6) Refer to the attached Exhibit "F"

WHEREAS, the owner(s) wish to establish mutual obligations
regarding the maintenance and upkeep of the shared drive.

NOW, THEREFORE, in consideration of the mutual
covenants and promises contained herein, the owner(s) agree as
follows:

ROD MAINTENANCE AGREEMENT - PAGE 1
1. That portion of Ovals Lane shall be maintained by the owner(s) of record. The owner(s) of each parcel shall contribute equally with the owner(s) of record of the other parcels for the costs of any materials and labor used in any authorized repair, maintenance, upkeep or improvement of Ovals Lane. Each parcel shall be responsible for its fractional share of the "authorized" repair, maintenance, upkeep or improvement regardless of the parcels else or roadway frontage. An "authorized" repair, maintenance, upkeep or improvement shall exist when a majority of the owner(s) of record have executed in writing their declaration to proceed with a specific repair, improvement or maintenance project.

2. These covenants and agreements pertaining to the maintenance, upkeep and repair of Ovals Lane shall be permanent, perpetual and appurtenant to each parcel and be binding upon the owner(s) of record thereof, but also their respective heirs, successors and assigns. In the event that any of the property presently covered by this Agreement is divided into smaller parcels, the owner(s) hereby agree that each parcel which has access to the Road shall be bound by this Agreement.

3. The owner(s) of record of any parcel on Ovals Lane shall have standing in any appropriate court of law to enforce any of the covenants and agreements herein set forth for the maintenance, repair, upkeep and improvement of Ovals Lane. In any such action, the prevailing owner(s) or owner(s) shall be entitled to recover from the other owner(s) or owner(s) reasonable attorney's fees incurred in such legal action, including any appeal thereof, in addition to court costs.

ROAD MAINTENANCE AGREEMENT - PAGE 2
Dated this **July 20** 1989.

**Cheryl A. Asher**

STATE OF OREGON  
County of Yamhill

On the **July 20** 1989, personally appeared the above named ( ), and acknowledged the foregoing instrument to be their voluntary act and deed.

*Signature*

Notary Public for Oregon  
My commission expires: **July 21, 1992**

Dated this **July 20** 1989.

**Amy L. Karsnitz - Jillian Lee Karsnitz**

STATE OF OREGON  
County of Yamhill

On the **July 20** 1989, personally appeared the above names ( ), and acknowledged the foregoing instrument to be their voluntary act and deed.

*Signature*

Notary Public for Oregon  
My commission expires: **July 21, 1992**

READ MAINTENANCE AGREEMENT - PAGE 4

7-25-89
Date this July 20, 1989.

STATE OF OREGON  
County of Yamhill

On the July 20, 1989, personally appeared
the above named persons and acknowledged the foregoing
instrument to be their voluntary act and deed.

Dated this July 20, 1989

Notary Public for Oregon
My commission expires July 21, 1992

STATE OF OREGON  
County of Yamhill

On the July 20, 1989, personally appeared the
above named persons and acknowledged the foregoing
instrument to be their voluntary act and deed.

Dated this July 20, 1989

Notary Public for Oregon
My commission expires July 21, 1992

ROAD MAINTENANCE AGREEMENT - PAGE 3

7-25-89
State of Oregon

County of Yamhill

On the 20th day of July, 1989, personally appeared the above named owner(s) and acknowledged the foregoing instrument to be their voluntary act and deed.

[Signature]

Notary Public for Oregon
My commission expires: July 21, 1992

Dated this 23rd day of July, 1989.

[Signature]

Notary Public for Oregon
My commission expires: July 21, 1992

Road Maintenance Agreement - Page 5

7-25-89

[Signature]
STATE OF OREGON  
County of Yamhill  

On the 25th day of August, 1969, personally appeared the above named Craig B. Bennett and William H. Bennett, Jr., and acknowledged the foregoing instrument to be his voluntary act and deed.

Craig B. Bennett, Jr.

William H. Bennett, Jr.

STATE OF OREGON  
County of Yamhill  

All the statements shall be sent to Mr. and Mrs. Craig B. Bennett, Jr., 31305 W. Opal Lane, Sandy, Oregon 97051.

Exhibit "B" Page 7
WARRANTY DEED

GRANTOR: CHARLES D. CLARK and JOSEPH M. CLARK, husband and wife

GRANTEES: 0 681 Sec 9 3/2

Recorded in the office of the Clerk of the District Court of Tillamook County, Oregon

City of Tillamook

County of Tillamook

State of Oregon

Filed

July 25, 1989

Exhibit "D" 3209-5404
WARRANTY DEED

GRANTOR: LOUIE A. LEE AND VESTA N. LEE, husband and wife

GRantee: DONEL L. LEE AND MARSHA L. LEE, husband and wife

The foregoing real and personal property hereof, consisting in whole or in part of

A tract of land in Section 1, Township 9 North, Range 73 East, Waverly Township, Van Buren County, Michigan, described as follows:

1. The South Half of the South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 1, Township 9 North, Range 73 East, Waverly Township, Van Buren County, Michigan, being more particularly described as follows:

2. The East Half of the South Half of the Southwest Quarter of the Southeast Quarter of Section 1, Township 9 North, Range 73 East, Waverly Township, Van Buren County, Michigan, being more particularly described as follows:


SANDY C. LEE

STATE OF MICHIGAN

MARTHA D. LEE

County Clerk

Register of Deeds

MARTHA D. LEE

Register of Deeds

Register of Deeds

Register of Deeds
A tract of land in Section 9, Township 9 North, Range 5 West of the Willamette Meridian, Wasco County, Oregon being part of that certain tract of land conveyed to certain persons and described in the records of Wasco County as follows:

Beginning at an iron pin on the South line of said tract, 312.00 feet as shown on plat No. 18, Wasco County Records and being more particularly described as follows:

Running due North 312.00 feet, thence East 150.00 feet, thence South 150.00 feet, thence West 312.00 feet to the point of beginning.

Exhibit "F" Page 2
AGREEMENT

The following owners, Cheryl A. Asher, Craig Kosnicki, Jillian Lea Kosnicki, George McKay, Anita McKay, Charles N. Carr, Jean A. Carr, Dennis Lewis, Heather Lewis, Nathan J. Mitts and Marjorie D. Mitts. (The interest of Charles N. Carr and Jean A. Carr was acquired by Randall J. Matthiesen and Marsha A. Matthiesen)

WHEREAS the parties entered into a Road Maintenance Agreement, dated July 23, 1989, recorded July 25, 1989 in Film Volume 234, Page 784, Deed and Mortgage Records.

THE PARTIES hereby agree to amend the legal description in Exhibit "C", Film Volume 234, Page 792, to read as follows: Lot 5 of McKay Meadow, a subdivision in Yamhill County, Oregon. All other terms of the Road Maintenance Agreement shall remain the same.

Cheryl A. Asher
Craig Kosnicki
George McKay
Dennis Lewis
Nathan J. Mitts
Randall J. Matthiesen

Jillian Lea Kosnicki
Anita McKay
Heather Lewis
Marjorie D. Mitts
Marsha A. Matthiesen

DATED on this 9th day of August, 1989

State of Oregon
County of Yamhill

On this 9th day of August 1989, personally appeared the above named owners and acknowledge the foregoing instrument to be their voluntary act and deed.

Notary Public of Oregon
My commission expires: July 21, 1992

STATE OF OREGON

COUNTY OF YAMHILL

I hereby certify that the within was received and duly recorded by me in Yamhill County records, and is sealed with the seal of the county clerk.

[Seal]

COUNTY CLERK

4-10-89