PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH PLAZA, YAMHILL COUNTY, OREGON

Joyce McDonough, Del Casteel, Hubert Martin, Florence Martin, and James McDonough, the owners of all lands within the platted subdivision known as NORTH PLAZA, Yamhill County, Oregon, declare that all of the land within NORTH PLAZA is subject to the following protective covenants, conditions and restrictions:

EXTERIOR MAINTENANCE

1. Each lot owner is responsible for exterior maintenance upon all improvements constructed upon the lot. All exterior colors and textures shall be aesthetically compatible and consistent in color and texture with all other improvements in North Plaza. In the event of disagreement between owners concerning reasonable colors and textures, each owner involved in the dispute shall appoint an arbitrator, and the decision of a majority of the arbitrators shall be binding upon all parties.

USE RESTRICTIONS

2. Signs. No signs shall be displayed upon a lot except one professional sign indicating the business carried on upon the lot, complying with the City of McMinnville ordinance applicable to such use if the use were located in a C-3 zone or the equivalent. In addition one sign upon a lot may advertise that lot for sale, lease or rent, and such a sign shall comply with applicable provisions of the City of McMinnville ordinances.

3. Waste. No part of a lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No rubbish, trash, garbage or any other waste shall be kept or maintained on any part of a lot except in a sanitary closed container. No dump box, garbage can or other waste container shall be kept on a lot in a place exposed to view from the common areas. No incinerator shall be kept or used on any lot.

4. Cleanliness and Good Order. The owner of each lot is responsible for maintaining the owner's lot in a clean and orderly condition. No noxious or offensive or unsightly condition shall be permitted on any lot. No condition which is an annoyance or nuisance to the use of any other lot shall be allowed.

PROTECTIVE COVENANTS - North Plaza
Page 1.
COMMON AREAS

5. Purposes. The common areas of North Plaza as shown in the recorded plat are dedicated to the common use of all lots in North Plaza for traffic flow, automobile parking, beautification, essential services, safety and convenience of all lot owners and their tenants, clients, customers, and business invitees.

6. Decisions. Each lot owner is entitled to participate in decisions concerning development, maintenance, insurance and use of the common areas. A decision by the owners of a majority of lots shall be binding upon all owners.

7. Expense. The owner of each lot is obligated to pay one tenth (1/10) of any expense for the development, maintenance, insurance or use of the common areas approved by the owners of a majority of lots in North Plaza. Such payment shall be made promptly. The owner of each lot has a cause of action against the owner of any other lot who fails to pay promptly an expense so approved together with reasonable attorneys fees and court costs incurred in enforcing and collecting such contribution.

8. Right of Way. The lot owners acknowledge that a right of way and easement for access, services and utilities shall be permitted over that common area designated as Tract "A", North Plaza for the benefit of that property immediately South of and adjacent to the Southerly border of the plat of North Plaza.

GENERAL PROVISIONS

9. Lien. Any reasonable amounts for materials or labor lawfully charged against a lot owner pursuant to these Protective Covenants, Conditions and Restrictions shall become a lien upon the lot subject to the charge and may be enforced by any two or more of the lot owners using those procedures established by Oregon law for the foreclosure of liens by condominium associations.

10. Duration. These covenants, conditions and restrictions run with the land and inure to the benefit of each lot in North Plaza for a term of 25 years from the date of recording of this declaration, after which time these covenants, conditions and restrictions shall be extended and renewed automatically for successive periods of 10 years unless the owners of 75% of the lots in North Plaza vote to revise or terminate these covenants, conditions and restrictions. Within the initial 25 year term, no covenant, condition or restriction shall be amended except by an instrument signed and acknowledged by all of the owners of all of the lots in North Plaza.

11. Enforcement. Any owner of any lot in North Plaza may enforce any covenant, condition or restrictions by any action at law or a suit in equity against any other owner. In such suit or action the party prevailing shall be entitled to reimbursement of all reasonable expenses of enforcement including, but not limited to attorneys fees and court costs and the costs of any appeal resulting therefrom.

PROTECTIVE COVENANTS - North Plaza
Page 2
PARTY WALL AGREEMENT

Agreement, made January 1, 1984 between owners or potential owners of NORTH PLAZA SUBDIVISION in the city of McMinnville, County of Yamhill, State of Oregon.

Section 1. General Rules of Law Apply.

Each wall constructed on or immediately adjacent to the dividing line between platted lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls in this subdivision except where those general rules are inconsistent with these protective Covenants, Conditions, and Restrictions.

Section 2. Repair and Maintenance.

The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners whose lots abut the wall.

Section 3. Destruction.

If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

Section 4. Contribution.

The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title.
Section 5. Arbitration.

Any dispute concerning a party wall which the owners are unable to settle shall be arbitrated. Each of the owners shall choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

Units 1, 2, 4, 5, and 6: Del Cerulean

Attorney in fact

State of Oregon
County of Yamhill

This instrument was acknowledged before me on January 13, 1984 by

C. J. McDonough and Joyce C. McDonough.

[Signature]

[Stamp]

00626 FILED
YAMhill COUNTY, OREGON
15 MAR 1984

Party Wall Agreement, Page 2
BY-LAWS
of
NORTH PLAZA OWNERS' ASSOCIATION

NORTH PLAZA OWNERS' ASSOCIATION, a non-profit association formed in accordance with the laws of the State of Oregon hereby adopts these BY-LAWS.

NORTH PLAZA OWNERS' ASSOCIATION has been formed and its membership shall be constituted in accordance with the authority and responsibility contained in the following instrument:


and affects all of that real property, including lots, common areas and roadways contained in the following legally platted subdivision:

NORTH PLAZA

ARTICLE I

MEETING OF MEMBERS

Section 1. Monthly meetings: Monthly meetings of the members of the Association shall be held each month at a designated place in McMinnville, Oregon, at such time during the month as shall be selected by the membership.

Section 2. Special meetings of the members may be called at any time by the President, or upon written request of members representing at least four (4) votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage
prepaid, at least 15 days but not more than 30 days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.
Every person or entity who or which is an owner of a lot shall be a member, the owner of more than one lot shall be a member as to each lot so owned, and shall have one vote for each lot so owned. Proportionate shares of the separate owners in the common revenue and expenses in connection with their private common, or any public lands which the Association is required to improve and/or maintain, and the proportionate representation for voting purposed in the Association of the separate owners shall be equal.

SECTION 2.
Each owner shall have one vote, whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any one lot, all such persons shall exercise their vote as a unit, as they among themselves shall determine.

ARTICLE III
NOMINATION AND ELECTION OF OFFICERS

Section 1.
Nomination. Nomination for election to the President.
and Secretary-Treasurer shall be made from the floor at an annual meeting of members.

Section 2. Election. Election of officers shall be by secret written ballot. At such election the members or their proxies may cast, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE IV

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a president, a secretary-treasurer.

Section 2. Duties. The duties of the officers are as follows:

President. The president shall preside at all meetings; shall see that orders and resolutions of the members are carried out.

Secretary-treasurer. The secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the members; serve notice of meetings of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the members. The secretary-treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the members; shall sign all checks and promissory notes of the Association; keep proper books of account; prepare or cause to be prepared appropriate Federal and State income tax returns; and shall prepare an annual budget and a statement of actual income and expenditures to be represented to the membership at its regular annual meeting.
and deliver a copy of each to the members.

ARTICLE V

BOOKS AND RECORDS

The books, records and papers of the Association, including the Declaration of Restrictions, Covenants and Conditions, and the By-Laws of the Association shall be available for inspection by any member upon reasonable notice and under reasonable circumstances, at the address of the registered agent of the Association.

ARTICLE VI

ASSESSMENTS

Each member shall be obligated to pay to the Association periodic and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Unless special arrangements have been made with the members, any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association may bring an action at law against any person obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot.

PURPOSE OF ASSESSMENTS

Assessments levied by the Association shall be used exclusively for the purpose of maintaining the Common Areas.

BY-LAWS – Page 4
PERIODIC ASSESSMENTS

The owner of each lot shall be obligated to pay a proportionate share of the expense in the development and maintenance of the Common Areas. The owner's share shall be as follows: There are ten (10) lots in NORTH PLAZA SUBDIVISION each owner of a lot is obligated to pay a percentage of the following based on the square footage of the lot, and/or lots that is owned.

Development and maintenance of the common area, insurance, taxes or use of the Common Areas approved by the owner's of a majority of the lots.

Assessments shall be made promptly. The owner of each lot has a course of action against the owner of any lots who fails to pay promptly an expense so approved together with reasonable attorney's fees and court costs incurred in enforcing and collecting such assessment.

Dated this 1st day of January, 1984

UNIT #1
UNIT #2
UNIT #3
UNIT #4
UNIT #5
UNIT #6
UNIT #7
UNIT #8
UNIT #9
UNIT #10

BY-LAWS – Page 5
Units 1, 2, 4, 5, and 9

Del Castel by Gregory L. Castel.
Attorney in fact

State of Oregon  
County of Yamhill  

This instrument was acknowledged before me on January 18, 1984 by  
C. J. McDonough and Joyce C. McDonough.

Jayne L. Henderson  
Notary Public for Oregon  
By commission expires: 5-4-85

State of Oregon  
County of Yamhill  

I hereby certify that the instrument within was received and duly recorded by me in Yamhill County records:

VOL. 183 Page 1094

Page 6, Party Wall Agreement
NORTH PLAZA
(A C3-PD as per City of McMinnville Ord. 4090)


SEPTEMBER 1980
SCALE: 1"=30'

DEDICATION

I, Jack M. Burwell, Registered Professional Land Surveyor in the State of Oregon, hereby deposit and say that during the month of Sept. 1980, I did accurately survey, subdivide and put into lots and tracts the lands represented on the attached map of "NORTH PLAZA", the boundary of which is described as follows:

Beginning at the Initial Point, a 3"-0.06" gaged iron pin set 6 ft. below the surface of the ground which is West 1946.85 feet and South 851.54 feet from the Southeast corner of the James T. Hembree Division Land Claim No. 48, Section 16, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon; thence S 89° 43' 00" W 250.00 feet; thence N 0° 00' 00" E 276.55 feet; thence N 89° 43' 00" E 282.24 feet to a 5½" iron rod in the Southeast right-of-way line, 227.50 feet; thence S 0° 00' 00" W 260.87 feet to the point of beginning. Containing 7,716.04 acres of land more or less.

I further deposit and say that the attached map is a true and correct representation of the lots and tracts as marked on the ground by 5½" iron rods at all lot corners and boundary lines unless otherwise noted.

Subscribed and sworn to before me this 15th day of September, 1980.

[Signature]

Jack M. Burwell

PROFESSIONAL LAND SURVEYOR

LEGEND

01. Large monument, as noted
02. Set 5½" iron rod

NOTE:
1. Tract "A" is for the purpose of grading across the "North Plaza" and is not in the property as shown here.
2. Tract "B" is Common Area for the benefit of the City of McMinnville.

[Diagram of the property with labels and measurements]