COVENANTS, CONDITIONS AND RESTRICTIONS
ORCHARD ESTATES SUBDIVISION

These covenants and restrictions apply to the property known as “Orchard Estates Subdivision” in Yamhill County, Oregon, as further described in that certain subdivision plat number recorded at of the Plat Records of Yamhill County, Oregon. Each individual parcel within such subdivision shall be a “benefitted property.”

The undersigned owners of the properties located in said subdivision hereby adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or an part of the property, and shall inure to each owner of the benefitted property area and that owner’s heirs, successors and assigns.

1. GENERAL RESTRICTIONS

A. No building shall be constructed other than a single-family owner-occupied dwelling for private use, except as permitted herein; a building for agricultural uses, including equipment storage and other out buildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. No mobile or manufactured homes are allowed in Orchard Estates. All outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. All buildings must be constructed no closer to the roadway or the property line abutting another lot within the subdivision closer than allowed by County regulations. All construction of driveways, walkways and exterior
finishing of all structures built shall be completed within 365 days from the beginning of construction.

B. An exception to the single family residence may be made in the case of a family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence. Any such temporary residence must be constructed within the confines of a permitted building that is within the permitted single family residence or as a part of an out building such as a garage. The occupancy of such a unit shall only be allowed so long as the special care is required and in no event shall be contained in a manufactured home or other temporary structure. Any such use shall comply with all county ordinances governing the use of such temporary residences.

C. All residences, outbuildings and fences must be of earth tones in color. No building may be higher that two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level. A building may have a daylight basement so long as the building height from the floor of the ground floor to the ridge line of the roof does not exceed thirty-five (35) feet. The minimum ground floor areas for all dwellings, exclusive of garages, carports, outbuildings, covered walks and open porches is as follows:

Lot #1 – New dwelling 2300 sq. ft. two story—1800 sq. ft. single story—existing home is exempt from square foot requirements.

Lot #2 – New dwelling 2300 sq. ft. two story—1800 sq. ft. single story.

Lot #3 – New dwelling 2300 sq. ft. two story—1800 sq. ft. single story.

Lot #4 – New dwelling 2400 sq. ft. two story—1900 sq. ft. single story.

Lot #5 – New dwelling 1700 sq. ft. two story—1400 sq. ft. single story.

No outside toilets are permitted. All residences shall be erected on continuous concrete foundations. No dwelling shall be constructed with metal siding or T-111 type siding. Exterior antennas of greater than ten (10) feet; and satellite dishes of greater than three (3) feet in diameter and not attached to a building are prohibited unless screened from view from the roadway and the other lots in the subdivision. Fences must not contain barbed, razor or concertina type of topping unless completely screened from the view of the other lots within the subdivision. Chain link metal fencing is permitted so long as it is covered
with a plastic covering of an earth tone color. Any exterior lighting shall be installed and maintained such that it does not unreasonably shine into the windows of dwellings on or illuminate any of the other lots in the subdivision. Outdoor lighting of more than 60 watts or visible more than 50 feet from the source must be shielded to direct the light down on the ground and away from neighboring lots. All such lighting must be equipped with an “off-on” switch. Street light types of lighting on automatic switches are not permitted if the light they give off may be seen from any of the other lots in the subdivision.

D. When and if the roadway into Orchard Estates Subdivision is paved with a hard surface such as asphalitic cement, etc., all driveways taking access off the roadway shall have a minimum of ten (10) feet of similar surfacing where they join the roadway so as to minimize tracking of soil, gravel or rock upon the roadway. It shall be the responsibility of the lot owner to remove any such material tracked onto the roadway.

E. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said overhead wires shall be erected, placed, or maintained within the lots except for temporary lines used prior to occupancy of the dwelling.

F. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and is such fashion as not to create a fire hazard or nuisance.

G. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and roads. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

H. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot that interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the other occupants in the subdivision.

I. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property may be placed upon any lot of any owner desiring to sell the lot.
J. No firearms shall be discharged on the property, except for control of rodents and crop damaging birds or animals.

K. It shall be permissible to raise domestic animals except for pigs or hogs and turkeys. No commercial raising of animals of any kind is allowed. The care and maintenance of animals shall be conducted so as to not be a nuisance to owners of other lots.

L. No lot may be used solely as a parking or storage place for vehicles, trailers, truck campers, boats, boat trailers, snowmobiles, or motor homes or off-road vehicles; however, such may be stored provided they are parked in an orderly manner after a residence has been constructed on the lot. No such vehicles may be parked overnight on the roadway serving the property. No heavy equipment or semi-tractors or trailer or flatbeds or any kind are allowed on the property, except as needed to construct buildings and improvements, or to conduct agricultural activities with are permitted by law and applicable covenants and restrictions.

M. There shall be no stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the roadway or other property.

N. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pick-up dates. All containers shall be maintained in a clean, sanitary and animal-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. All waste, rubbish, trash or garbage shall only be kept in closed containers for storage of such materials.

O. Independent water wells and systems are permitted on any lot.

2. ENFORCEMENT

A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County be responsible for the enforcement of these restrictions.
B. Invalidation of any of these covenants, restrictions or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

C. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees. In addition, the prevailing party shall be entitled to such sum as a bankruptcy court may adjudge reasonable as attorney fees in connection with any federal bankruptcy proceedings, including without limitation, prosecution of a motion for relief from stay, proposal of a chapter plan, objection to a disclosure statement, or Chapter 11, 12 or 13 Plan, or objection to a proposed use, sale or lease of the property.

D. The Declarant hereto shall not be liable to any owner, occupant or builder on account of any action, or failure to act, by the Declarant for failing to enforce any covenant or restriction contained herein

Dated this 10 day of October, 2007.

___________________________
Dean Seeger
Goodmark Investments, LLC

State Of Oregon ]
) ss.
County of Yamhill ]

Personally appeared the above-named Dean Seeger—Goodmark Investments, LLC and acknowledged the foregoing instrument as his voluntary act and deed this 10 day of October, 2007.

APRIL B. CIULLA
NOTARY PUBLIC—OREGON
COMMISSION NO. 374780
MY COMMISSION EXPIRES JAN. 10, 2008

COVENANTS, CONDITIONS AND RESTRICTIONS — ORCHARD ESTATES SUBDIVISION
FIRST AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
ORCHARD ESTATES SUBDIVISION

In reference to original Covenants, Conditions and Restrictions for Orchard Estates Subdivision recorded October 10, 2007, Instrument No. 2007-22229, the undersigned majority owners of the properties located in said subdivision hereby adopt the amendment as follows:

GENERAL RESTRICTIONS “C”

Lot #1 – New dwelling 1900 sq. ft. two story - 1600 sq. ft. single story – existing home is exempt from square foot requirements.

Lot #2 – New dwelling 1900 sq. ft. two story - 1600 sq. ft. single story.

Dean Seeberger

Todd Smith

STATE OF OREGON
COUNTY OF YAMHILL

The foregoing instrument was acknowledged before me this 4th day of January, 2008 by: Dean Seeberger and Todd Smith

Linda L. Finn
Notary Public

My commission expires 2/16/2008
Initial Point
4

Parcel 1
PT 96-09

3

Parcel 2
PT 96-09

5

Parcel 3
PT 96-09

T. 1100
Parc 2
PT 95-88

APPROVALS

William H. Single
Yamhill County Surveyor
9-22-07

Yamhill County Planning Director
9-23-07

William A. Stover
Yamhill County Engineer
9-19-07

David Presson
Yamhill County Tax Assessor
9-21-07

Denise Ward
Yamhill County Sanitarian
9-27-07

City of McMinnville
Water & Light Commission
9-29-07

Pursuant to O.R.S. 92.295,
Taxes have been paid or bond
posted to this
6-30-2008
David Presson
Yamhill County Tax Collector

Yamhill County Commissioner
4-6-07

Yamhill County Commissioner
1-8-07

Yamhill County Commissioner
10-2-07

SURVEYOR'S CERTIFICATE

I, Matt Dunckel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as
ORCHARD ESTATES, the boundary of which is described as follows:

Parcel 1 of Yamhill County Partition Plt 2007-13, the initial point being the north 1/4 corner of Section 11, T. 4 S., R. 5 W., Wm.,

This is an exact copy of the original plat of ORCHARD ESTATES.