DECLARATION OF CONDITIONS AND RESTRICTIONS

DOYLE G. PORTER, JR., and FRITZ P. COLETT, hereinafter referred to as "Declarants", being the owners of certain real property situated in Section 24, Township 3 South, Range 3 West of the Willamette Meridian, in Yamhill County, Oregon, being that more particularly described as the Plat and Subdivision of real property filed in the Official Plat Records of said County and named OTTER CREEK HYLANDS, do hereby make, publish and declare the following limitations, restrictions and conditions to run with the land described above and shall be binding upon all parties and all persons claiming by, through or under them for the benefit of themselves and for the owners of all the real property located in said OTTER CREEK HYLANDS.

1. Land Use and Development: No structure other than one designed for use and occupancy and used and occupied as a single family residence shall be constructed, occupied or used upon the real property hereinafter described except that a garage, barn or horse stable and necessary outbuildings for use of the owner or tenant of the premises as a single family dwelling shall be permitted and further, a well house and other improvements may be constructed on those areas designated in said Plat as Well Easements.

2. Floor Area of Dwellings: Any and all residential structures constructed upon the property above described shall have a ground floor area of not less than 1,000 square feet, if it is a one-story structure, and in the event as a two-story structure, the ground floor area shall be not less than 800 square feet, exclusive of any attached or detached garage in both cases.

3. Time Limit on Completion of Buildings: Any and all buildings constructed upon the above described real property shall have the exterior thereof completed within one year from the date of construction is started.

4. Street Maintenance: Until such time as Yamhill County or any other political subdivision assumes and maintains the streets and roadways dedicated in said Plat, said streets and roads shall be maintained by the owners of the tracts of land in said real property and subdivision. The cost and expenses for the maintenance and improvements of said roads and streets shall be prorated to the owners according to the tract or tracts of land they own, that is, there being fourteen tracts, the owner of each tract is responsible and liable for one-fourteenth of the cost of any and all improvements and costs and expenses of maintenance of said streets and roads before any expenses are incurred for the improvements or maintenance of said streets and roads, the owners of a majority of the tracts of land shall execute a declaration of their intent to make the improvements or cause the maintenance to be made, specifying generally the improvements or maintenance to be performed, and signed by a majority of the owners of the tracts of land, and filed in the Official Records of Yamhill County, Oregon. That upon the completion of the improvements, or maintenance, as the case may be, a majority of said owners shall certify the costs and expenses thereof, which must be verified by at least one of the owners, and further, state the unpaid portion thereof of which parcels or tracts or land have not paid, and the amount of their pro rata share, and file the same in the Official Records of Yamhill County, Oregon, and that the sum as to each tract and parcel not paid shall thereupon be a lien and encumbrance against the tracts and parcels of land for
which payment has not been made and bear interest from the date of
filing at the rate of eight (8%) per cent per annum until paid. That
any one or more owners of the tracts of land involved may enforce the
payment of the unpaid assessment against the owners by bringing a
suit or action against the owners or to foreclose upon the real pro-
perty for the unpaid delinquency, and it is agreed that the prevail-
ing party in such suit or action shall be entitled to recover from
the party not prevailing a reasonable sum for attorney’s fees for
said suit or action and the costs and disbursements incurred therein.

(5) Greenway Easement: That the Greenway shown on the
Plot of ground hereto above described shall be for the use and benefit
of all of the owners of all of the tracts of land in said subdivision,
and each of them shall have free and open access thereto, and no fence
or other structure shall be built thereon, nor shall any timber or
trees be removed therefrom, except, diseased trees, and those con-
stituting a danger or hazard to adjacent property may be removed by
an adjacent owner of the tract abutting upon said Greenway Easement.
That no fences of any nature whatsoever shall be constructed within
the Greenway Easement.

(6) Removal of Trees Prohibited: That no trees shall be
severed or removed from any of the parcels or tracts of land in said
subdivision, except, diseased trees, and those constituting a danger
danger or hazard of falling or being blown down by the wind may be removed by the
owners thereof, and further, trees may be removed in order to provide
an adequate building site with a yard around the dwelling and improve-
ments upon said real property.

(7) Well Easements and Development: That the area desig-
nated as well easements shall be for the use and benefit of the var-
ious tracts of land abutting and adjoining thereon. That the owner
of any tract, a portion of which is within said well easement or abuts
thereon, may cause a well to be drilled thereon, and make other im-
provements he deems necessary and appropriate for a well for domestic
water purposes. That any other owner of real property upon which a
well has been developed, may and does have the right to the joint use
of the water from said well, on the condition, however, that that
owner pay to the person who has caused the well to be drilled and
placed the improvements thereon to procure water therefrom for dom-
estic purposes, one-half of the costs and expenses incurred in drill-
ing said well, installing and making other improvements thereon.
The person drilling the well and making said well improvements shall
keep accurate records and accounts and statements of all the costs
and expenses in connection therewith and exhibit and show them to the
owner of the adjacent tract of land upon request therefor. That
upon a tract of land serving two parcels of land, each owner shall be
liable for one-half the cost of the maintenance of said well, and the
cost and expenses incurred in the operation of said pumps and well
including electrical or other power furnished thereto.

(8) Amendments: That at any time hereafter, the owners
of a majority of the tracts of land in said subdivision may alter,
change or nullify any or all of the provisions of this Declaration,
upon the signing of a Declaration of such amendment or nullification
which must be acknowledged by at least one of the owners, and veri-
fied by at least one of the owners that the owners did in fact sign
said amendment, modification and nullification in whole or in part
of this Declaration and cause the same to be recorded in the Official
Records of Yamhill County, Oregon.

(9) The foregoing restrictions and conditions shall run
with and be binding upon all the land in said subdivision and be
binding upon all the owners thereof obtaining title by, through or under the Declarants, their successors and assigns, and may be enforced against any of such owners by any other owner or owners of land in said subdivision. That unless altered, changed, modified or nullified as hereinbefore provided, the foregoing Declaration of Conditions and Restrictions shall be binding upon all of the land concerned until May 1, 2003, and thereafter for successive ten year periods.

DATED this 19th day of January, 1973.

[Signature]

STATE OF OREGON  
County of Washington

On this 19th day of January, 1973, personally appeared the above named DOYLE G. PORTER, Jr. and FRITZ F. COLLETT, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily.

[Signature]

Notary Public for Oregon
My Commission expires: [Expiration Date]

STATE OF OREGON  
County of Yamhill

I, J. LEE SMITH, County Clerk in and for said County and State, do hereby certify that the within instrument of writing was recorded as herein stated in the office of the Clerk of the Circuit Court of said county, on this 19th day of January, 1973 at 9:23 AM. I have herein subscribed my name and affixed my Official Seal.

[Signature]

Deputy
APPENDIX TO CONDITIONS AND RESTRICTIONS

Know all men by these Presents that Doyle E. Porter, Jr. and Fritz Calleff as Developers and Thomas S. Morgan and Judith E. Morgan husband and wife, as a lot owner of that certain tract of land described as OTTER CREEK HYLANDS, - plat of record, Yamhill County, Oregon hereby mandate conditions and restrictions dated January 19, 1973 and recorded January 26, 1973 in the records of Yamhill County, Oregon as follows:

Condition number 2 will be added to to read as follows: “Floor Area of Dwellings: Any and all residential structures constructed upon the property above described shall have a ground floor area of not less that 1,000 square feet, if it is a one story structure, and in the event as a two story structure, the ground floor area shall be not less that 800 square feet, exclusive of any attached or detached garage in both cases, except on Lot 10, OTTER CREEK HYLANDS, where Vivian L. Craker may have a mobile home of not less than 700 square feet with landscaping and proper skirtins. This amendment is given personally to Vivian L. Craker and shall terminate at such time as said Vivian L. Craker sells Lot 10. At that time the original conditions and restrictions shall again be in full force and effect.”

Dated this 27th day of March, 1973.

[Signature]

[Signature]

State of Oregon
County of Yamhill

On this 27th day of March, 1973, personally appeared the above named Doyle E. Porter, Jr. and Fritz Calleff and Thomas S. Morgan and Judith E. Morgan who are known to me to be the identical individuals described in and who executed the within instrument and I acknowledged that they executed the same freely and voluntarily.

[Signature]

Notary Public for Oregon
Commission expires 12/11/77

[Stamp]
OTTER CREEK HYLANDS
A SUBDIVISION IN EAST 1/2 SEC. 24, T. 3 S., R. 3 W., W.M.
YAMHILL COUNTY, OREGON
THE MURRAY-MCCORMICK ENVIRONMENTAL GROUP
SURVEYED JANUARY 1973

DEDICATION

TO ALL MEN OF THOSE PRESENTS, THAT JOHN S. PETERS JR., FRITZ SOLLERT, DOUGLAS B.
DEEKE AND A CLAY DEEKE, DO HERETO SUBSCRIBE AND DECLARE, THAT THE PLAT OF OTTER
CREEK HYLANDS SUBDIVISION HAS BEEN SURVEYED, LAYED OUT, AND RECORDED AS A SUB-
DIVISION IN EAST 1/2 SEC. 24, T. 3 S., R. 3 W., W.M. AND IN THE NAME OF THE OWNER TO THE
USE OF THE PUBLIC PERIOD ALL EASEMENTS AND RIGHTS

APPROVED
APPROVED THIS 23 DAY OF JANUARY, 1973
YAMHILL COUNTY PLANNING COMMISSION CHAIRMAN
YAMHILL COUNTY COMMISSIONERS

ACKNOWLEDGMENT

TO ALL MEN OF THOSE PRESENTS, THAT THE FOREGOING PLAT OF OTTER CREEK HYLANDS
SUBDIVISION, HAS BEEN HERETO SUBSCRIBE AND DECLARE, TO THE OWNER TO THE USE OF THE
PUBLIC PERIOD ALL EASEMENTS AND RIGHTS

APPROVED
APPROVED THIS 23 DAY OF JANUARY, 1973
YAMHILL COUNTY COMMISSIONERS

PLAT RESTRICTIONS

COMMON WEAL EASEMENTS; EASEMENT RIGHTS ARE GRANTED FOR INSTALLATION AND MAINTENANCE
OF PUBLIC UTILITY AND SURFACE DRAINAGE EASEMENTS ARE GRANTED 1 FEET IN WIDTH AND ADJACENT
TO ALL NEWLY BUILT LOT LINES.