DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
AFFECTING THE PEACEFUL VALLEY SUBDIVISION

Walter G. Mendenhall and Toni L. Mendenhall, Husband and Wife, being the owners in fee simple of certain real property known as the Peaceful Valley Subdivision located in Yamhill County, Oregon, and more particularly described in Exhibit A attached hereto, in order to provide for the orderly development of said property in a high quality manner and to maintain its desirability as it is subdivided, hereby declares that said property shall be subject to the following conditions and restrictions:

DEFINITIONS  "Lot" shall mean any separately owned or described parcel or subdivision within the property described in Exhibit A.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot, including persons or entities buying on contract or occupying as a lessee or tenant, but excluding those having a security interest for the performance of an obligation.

DURATION  The covenants, conditions, and restrictions of this document shall run perpetually with and bind said real property and shall inure to the benefit of any present or future owner of any lots subject to this document, including the respective representatives, heirs, successors, and assigns of any interest in the real property.

RESIDENCES  Any residence constructed on a lot shall be limited to a single family residence, shall be of wood construction, and shall be not less than 1,000 square feet in size, excluding garages. No mobile homes or manufactured homes as those terms are defined by Oregon statute shall be placed on a lot. No structure such as a motorhome, trailer, camper, garage, barn, storage shed, or other like facility, shall be used on any lot at any time as living quarters, either temporarily or permanently, except during construction of a residence. Construction must be completed within one year from when it was commenced. No residence shall be occupied until the exterior of said residence has been completed. Notwithstanding the above, any structure constructed on the property for residential purposes to
qualify the lot under Measure 37 may remain on the lot and qualify for use as a residence, but can not be added on to without the approval of the owners of a majority of the remaining lots in the subdivision.

**USE RESTRICTIONS** Each owner shall maintain his or her lot and improvements thereon in a clean and attractive condition and in good repair. An owner may not store or allow to remain out in the open any junk, non-running cars, building materials, or other accumulations. Any recreational vehicles, including boats, shall be placed under cover or out of public sight if left on the lot during the off season.

**PERMITTED USES** The subdivision is located in a rural area that traditionally has been used for farming and forest practices. As a result, ORS 30.930 to 30.947 applies and limits the actions or claims an owner may bring in the future against others for engaging in farming or forest practices. So long as a private air strip exists within the subdivision, owners are also prohibited from bringing any actions or claims against other lot owners over the existence and use of said air strip.

**INDIVIDUAL LOT RESTRICTIONS**

Lot 1: A residence may only be located on the upper one-half of the steeply sloping ground, designated by a line whose southern point of beginning is at an iron rod located North 22°42'40" East 142.51 feet from the Northwest corner of Lot 1, then North 34°22'53" West on a cord of 29.94 feet, then South 23°36'43" East 157.31 feet, which line then extends North to and perpendicular with the northern boundary line of Lot 1.

Lot 3: A residence may only be located within an area lying West of the following described line: The southern end of which is located 200 feet East of the Southwest corner of Lot 3, with said line extending Northeasterly to the northern boundary of Lot 3 to an iron rod located South 7°36'12" East 318.84 feet and South 53°14'37" East 577.03 feet from the Southeast corner of Lot 3. The highest point of the home shall not extend higher than the highest elevation on said Lot.

Lot 5: Any residence shall be located not more than 200 feet East of the western property line unless approved by the owners of a majority of the lots in the subdivision.

**MAINTENANCE OF ROADS** Any normal maintenance expenses or repairs for the main access road from the East end of the subdivision to Tindle Creek Road not caused by a user shall be paid by the owners of all of the lots in the subdivision in proportion to the distance along said road each owner travels to
access their lot. Any damage done by an individual lot owner or their invitee shall be the sole responsibility of that individual lot owner to repair at their own expense.

ENFORCEMENT Any owner shall have standing to enforce by proceedings at law or in equity all covenants, conditions, and restrictions imposed by this document. The failure to enforce any covenant, condition, or restriction shall in no event be deemed as a waiver of the right to do so thereafter. Should a suit or action be instituted to enforce any of the covenants, conditions, and restrictions after written demand for the discontinuance of a violation thereof and any failure to do so, then whether said suit or action is reduced to a Judgment or Decree or not, the owner or owners seeking to enforce this document or to restrain any such violations thereof shall be entitled to recover from the defendant or defendants their reasonable attorney fees in such suit or action, including any appeal thereof.

MODIFICATION This document may be amended or modified at any time by an instrument signed by all of the then owners of all of the lots and recorded in the Deed Records of Yamhill County, Oregon.

In witness whereof, this Declaration is executed this 31 day of October, 2007.

Walter G. Mendenhall
Toni L. Mendenhall

State of Oregon  )
) ss.
County of Yamhill  )

On this 31st day of October, 2007, Walter G. Mendenhall and Toni L. Mendenhall, husband and wife, personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

MICHELLE M. AVILA
Notary Public for Oregon
My commission expires: 06/16/2009

3 - DECLARATION
EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1 OF YAMHILL COUNTY PARTITION PLAT 1997-81.
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE PEACEFUL VALLEY SUBDIVISION

Document # 200723670 recorded 10/31/2007

Section titled “RESIDENCES” is hereby modified to allow a manufactured home on lot 3. All other conditions are unaffected and remain in effect.

This amendment was signed while we, Walt and Toni Mendenhall, are still the sole owners of all lots in the PEACEFUL VALLEY SUBDIVISION.

In witness whereof, this Declaration is executed this 9th day of Sept., 2008

Walter G. Mendenhall  
Toni L. Mendenhall

State of Oregon

County of Yamhill

On this 9th day of Sept., 2008, Walter G Mendenhall and Toni L. Mendenhall, husband and wife, personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
My commission expires:
PEACEFUL VALLEY
A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23
AND THE SOUTHWEST QUARTER OF SECTION 24 AND THE NORTHEAST
QUARTER OF SECTION 25 AND THE NORTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 7 WEST, WILLAMETTE MERIDIAN,
WITHIN THE CHARLES FENDALL DONATION LAND CLAIM NO. 39,
YAMHILL COUNTY, OREGON.
DATE: 20 JUNE 2007
TAX LOT: 5724-1400

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WALTER G. MENDENHALL
& TONI L. MENDENHALL are the owners, and WASHINGTON MUTUAL
BANK, an Oregon Corporation, is the holder of a Deed of Trust
recorded in Instrument No. 2002-19555, Yamhill County Deed
Records, of the lands represented on the attached map and more
particularly described in the Surveys Certificate and have caused
said lands to be surveyed and plotted into lots and
subdivisions as shown and noted on the attached map, in accordance
with the provision of the respective O.R.S. and the standards of the
Yamhill County, to be dedicated as "PEACEFUL VALLEY." We the
undersigned hereby dedicate said subdivisions for the purposes
shown and noted on the attached map.

WALTER G. MENDENHALL

Michelle M. Atala
N otary Public - Oregon (print name)

STATE OF OREGON 1
JOHN H. GREENE
Commission Number: 11334
My Commission Expires 12/31/2010

COUNTY OF YAMHILL

TONI L. MENDENHALL

Michelle M. Atala
Notary Public - Oregon (print name)

STATE OF OREGON 1
JOHN H. GREENE
Commission Number: 11334
My Commission Expires 12/31/2010

COUNTY OF YAMHILL

On this day the 20th of June, 2007, did personally
appear WALTER G. MENDENHALL, the owner, who being duly sworn,
did say that she is the identically person named in the forgoing instrument
and that he executed said instrument, freely and voluntarily.

Michelle M. Atala
Notary Public - Oregon (print name)

STATE OF OREGON 1
JOHN H. GREENE
Commission Number: 11334
My Commission Expires 12/31/2010

COUNTY OF YAMHILL

On this day the 20th of June, 2007, did personally
appear TONI L. MENDENHALL, the owner, who being duly sworn;
did say that she is the identically person named in the forgoing instrument
and that she executed said instrument, freely and voluntarily.

Michelle M. Atala
Notary Public - Oregon (print name)

On this day the 20th of June, 2007, did personally
appear WALTER G. MENDENHALL, the owner, who being duly sworn;
did say that he is the identically person named in the forgoing instrument
and that he executed said instrument, freely and voluntarily.

Michelle M. Atala
Notary Public - Oregon (print name)

ON THIS 20th DAY OF JUNE, 2007, I AWARDED TO WALTER G.
MENDENHALL 90% OF SAID PARCEL.

Michelle M. Atala
Notary Public - Oregon (print name)

By: MADNESS LAND SURVEYING
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WILLAMINA, OREGON 97396
Phone: 503-876-1874
FAX: 971-237-3413
E-mail: madness@worldlink.com

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