1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
   FOR PLEASANT OAK MEADOWS
   (Except Lot #20)

RECITALS

Declarant, M. Edward DeRaeve and Raymond J. Kulback Jr., hereinafter
referred to as Developer, is the owner of certain real property located in the
City of McMinnville, County of Yamhill and State of Oregon, known as Pleasant
Oak Meadows, a duly recorded plat.

Developer desires to create thereon a residential community.

Developer desires to declare of public record his intent to create
restrictive conditions and covenants to the ownership of said property
(hereinafter CC and Rs.)

THEREFORE, Developer does hereby certify that the following CC and Rs
shall become and are hereby made a part of all conveyances of lots 1 through
20, inclusive, within the plat of Pleasant Oak Meadows, recorded 12-22
1993, in volume file 3, Page 434-435, of the Plat Records of Yamhill County,
Oregon. And the following CC and Rs shall by reference become a part of any
such conveyances and shall apply thereto as fully and with the same effect as
is set forth at large therein.

ARTICLE 1

Property subject to these Covenants

Section 1. Initial Development. Developer hereby declares that all of the
real property described above is held and shall be held, conveyed,
hypothe cated, encumbered, used, occupied and improved subject to the following
CC and Rs which are adopted and stated for the purpose of protecting the value
and desirability of, and which shall run with, the real property, and shall be
binding on all parties having any right or title to, or interest in, the above
described properties, or any part thereof, their heirs, successors, and
assigns, and enure to the benefit of each present and future owner thereof.

Section 2. Annexation of Subsequent Phases of Pleasant Oak Meadows.
Developer may from time to time annex to Pleasant Oak Meadows any adjacent
real property now or hereafter acquired by him. The annexation of such
additional phases of Pleasant Oak Meadows shall be accomplished as follows:
2. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
   FOR PLEASANT OAK MEADOWS
   (Except Lot #20)

a. Developer shall record a declaration which shall be executed by
   Developer, and shall, among other things, describe the real property
to be annexed, establish any additional or different limitations,
uses, restrictions, covenants and conditions which are intended to
be applicable to such property, and declare that such property is
held and shall be held, conveyed, hypothecated, encumbered, used
occupied and improved subject to these covenants.

b. The property included by any such annexation shall thereby become a
   part of these covenants, and Developer shall accept and exercise
administration of these covenants with respect to such property.

c. Notwithstanding any provision apparently to the contrary, a
   declaration with respect to any annexed area may:

   (i) Establish such new land classification and such limitations,
       restrictions, uses, covenants and conditions with respect
       thereto as Developer may deem to be appropriate for the
       development of the annexed property.

   (ii) With respect to existing land classifications, establish such
       additional or different limitations, uses, restrictions,
       covenants and conditions with respect thereto as Developer may
       deem to be appropriate for the development of such annexed
       property.

ARTICLE II

DEFINITIONS

Section 1. Lot. "Lot" shall mean and refer to one of the numbered parcels on
the plat referred to in the description of property above.

Section 2. Owner. "Owner" shall mean and refer to the record owner, whether
one or more persons or entities, of a fee simple title to any lot which is a
part of the property described above, including contract sellers, but
excluding those having such interest merely as security for the performances
of an obligation.
3. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

Section 3. Setback. "Setback" means the minimum distance between the
dwelling house or other structure referred to and a given property line,
unless otherwise indicated.

ARTICLE III
DESIGN REVIEW COMMITTEE

Section 1. Number of Committee Members. Plans for all houses to be
constructed on any lot to be purchased under this Declaration shall be
submitted to a Design Review Committee with three (3) members.

Section 2. Term of Members. Each member of the Design Review Committee
shall serve for a period of three (3) years and until a successor has been
elected, except that
Developer will appoint one of the initial members for a one (1) year term, one
of the initial members for a two (2) year term, and third for a three (3) year
term, so as to achieve staggered terms among the three members of the
Committee.

Section 3. Election of Members; Annual Meeting. The Developer shall
appoint the initial Design Review Committee and shall continue to make
appointments to the Design Review Committee for a period of seven (7) years
after the plat of the property has been filed, or until seventy percent (70%) of
the lots within the property described herein have been sold, whichever
first occurs. Thereafter, Design Review Committee members shall be elected by
a majority vote of the lot owners voting in the election, provided a quorum of
eleven (11) lot owners are present. An election will be held on the second
Monday of January of each year, or at such other time during the month of
January as may be specified by the Design Review Committee. If less than a
quorum appears, those appearing shall have authority to adjourn and reschedule
meetings until a quorum appears.

The Design Review Committee shall notify all lot owners of the time and
place of a meeting for the purpose of filling a vacancy at least thirty (30)
days prior to the election. Each lot owner shall have one (1) vote, except
that where more than one person holds an ownership interest in a lot, only one
(1) vote for such lot shall be cast, as the owners thereof among themselves
determine. Where an even number of persons have an ownership interest in a
lot, and they are evenly split as to how a vote should be cast, then said lot
owners shall not be entitled to cast any vote on such matter, but shall be
counted for quorum purposes only. Notice of elections shall be given by first
class mail to the lot owner(s) according to the property tax records of
Yamhill County at the time notice is sent.

Section 4. Review of Plans. No construction will be permitted nor a
building permit obtained without prior approval in writing of the Design
Review Committee. Lot owners shall submit to the Design Review Committee the
following.
4. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

a. Plans. The following plans must be furnished:
   (i) Plot plan;
   (ii) Foundation plan;
   (iii) General floor plan;
   (iv) Plan elevation;
   (v) Roof layout and materials specifications, including peak height
       above curb;
   (vi) Landscape plan, including fence plans, if any, disclosing
        landscaping of the entire lot; and
   (vii) Exterior color swatch(es).

b. Specifications. A description of building materials and supplies to
   be used in construction equivalent in detail to the Uniform Building
   Code.

Section 5. Standard of Review. The Design Review Committee shall,
before giving its approval, verify that the residence complies with the
general characteristics outlined below in ARTICLE IV and is, in the judgment
of the Committee, compatible with other homes in Pleasant Oak Meadows, either
existing or proposed. The Design Review Committee shall interpret the
improvement and design standards set forth in ARTICLE IV and in the event any
section or portion is found invalid, the remaining sections shall remain in
full force and effect.

Section 6. Compliance with Governmental Regulations. Approval by the
Design Review Committee shall not excuse compliance with any other
governmental rule, ordinance, code or regulation applicable to any lot or
other property within Pleasant Oak Meadows.

Section 7. Scope of Review; Committee Discretion. The Design Review
Committee may withhold approval of plans and specifications because of their
non-compliance with any of the specific CC and RS contained in this
Declaration, but also because of the dissatisfaction of the Committee with any
or all other matters or things which, in the judgment of the Committee, would
render the proposed structure inharmonious with the general plan of
improvement of Pleasant Oak Meadows or with the structures erected or proposed
to be erected on other lots in Pleasant Oak Meadows.
5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS.
(Except Lot #20)

The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

Section 8. Deadline for Opinion. The Design Review Committee shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications shall be deemed to be approved by the Committee.

Section 9. Entry for Inspection. Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other CC and RS provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

Section 10. Communications to Committee. All communications to the Design Review Committee shall be delivered to the Developer at its office in McMinnville, Oregon, until such times as the Developer's interest is terminated (see ARTICLE VII, Section 4), at which time all communications shall be delivered to the Chair of the Design Review Committee at his or her mailing address, as shall be made known at the annual meeting described in ARTICLE III, Section 3 above.

Section 11. Architectural Checklist. The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

Section 12. Liability. Neither the Design Review Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

ARTICLE IV
USE OF PROPERTY AND DESIGN STANDARDS

Section 1. Residential Purpose. No lot shall be used for any purpose other than residential purposes. To the extent permitted by the zoning and other governmental regulations, occupants of any home may give instruction in the arts and such similar activities.
6. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS,
(Except Lot #20)
Section 2. Size, Height, and Materials.

a. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not more than two (2) stories in height, including the main floor level used for living, and not more than thirty-five (35) feet in height from grade. Every dwelling house constructed in Pleasant Oak Meadows shall have a minimum ground floor area of 1,800 square feet of living space exclusive of garage area, of a single level home, or at least 1,000 square feet of living space exclusive of garage area on the ground floor of a two-story residence with a total minimum living space exclusive of garage of 1,800 square feet (exclusive of basement, if any). Each dwelling house shall have a private two (2) or three (3) car garage as part of, or attached to the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior material and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and shall in no event be for dwelling purposes.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material unless the use of other than new material shall have been reviewed and shall have received the written approval of the Design Review Committee. No buildings constructed elsewhere shall be moved to or placed on said property excepted with the written approval of the Design Review Committee.

c. Roofs shall be cedar, tile, or as approved by the Design Review Committee; however, under no circumstances will asphalt, shingle or other composition-type roofs be permitted.

d. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; however, under no circumstances shall plywood, T-111-303, or any other panel-type siding be used, or any siding other than that fabricated from wood or wood products, except greenhouses which will be reviewed by the Design Review Committee.

e. All houses are required to have a minimum of 200 square feet of brick veneer, or as approved by Design Review Committee. (NOTE: only two sides of pillars will be used in footage tally.)

Section 3. Set Back Requirements. Every dwelling house, or other structure as may be approved by the Design Review Committee, shall comply with all applicable city zoning requirements, including set back requirements, but in no event shall any set back from the property line be less than the following:

a. Side yard, 7 1/2 feet

b. Front and rear yards, twenty feet;
7. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot n20)

3. Corner lot: front, rear and street side yards, twenty feet; lot side yards, 7 1/2 feet.

Section 4. Temporary Occupancy. No building shall be in any manner occupied while in the course of original construction or until it complies with all CC and RS stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 5. Temporary Structures; Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No campers, motor homes, boats, boat trailers, utility trailers, tents, or non-operable vehicles shall be permitted to be left where they shall be visible from the street or from contiguous property within Pleasant Oak Meadows, for a period in excess of seven (7) days. If any such structure, vehicle, or boat is permanently stored on the premises, it shall be stored either inside a garage or detached structure or shall be physically obscured from horizontal view from the street or contiguous parcels by means of a fence or hedge-type landscaping. No vehicle of the type described herein shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville.

Section 6. Fences.

a. Any fence constructed, erected, placed or maintained on a lot will be governed by all city ordinances. In addition, plantings or sight obscuring fences on any lot shall not exceed two and one-half (2 1/2) feet in height in front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive to the owners or occupants thereof. The location, materials and design of any proposed fence shall be approved by the Design Review Committee prior to construction. All lots except #1 shall have a 6' fence constructed on the north side of northerly lots and southsides of southerly lots, constructed out of wood and meeting the requirements of this section. All required fences shall be completed within six months after acceptance of the Covenants, Conditions and Restrictions. Or within six months from the date of building construction completion in accordance with plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of fencing.

b. Notwithstanding subsection a. above, and subject to the approval of the McMinnville City Planning Director, with regard to any lot which abuts on more than one street, plantings or sight obscuring fences on said lot in a street side yard or back yard may be constructed up to six (6) feet in height, provided any such plantings or fence exceeding two and one-half (2 1/2) in height shall be set back a minimum of thirteen (13) feet from the face of the curb. The owner of said lot shall landscape and maintain the area between such fence and the sidewalk.
8. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS (Except Lot #20)

a. All walls and fences constructed by Developer shall be maintained by
the home owners association.

d. A Home owner association shall be formed. All home owners in Pleasant
Oak Meadows shall be members, with annual fee of $ 50.00. This annual fee
shall become effective upon sale of 33 1/3% of all lots in Pleasant Oak
Meadows. Fee to be reviewed annually by Design Review Committee. The Design
Review Committee is assigned the powers of maintaining, administering, and
enforcing the covenants and restrictions and collecting and disbursing any
assessments and charges created pertaining to Pleasant Oak Meadows. The
Design Review Committee shall also be the head of the home owners association.

Section 7. Exterior Colors. Exterior colors of any dwelling house,
garage, shed, outbuilding or other structure which may be approved by the
Design Review Committee shall be natural earth colors or other subdued colors
as approved by the Design Review Committee.

Section 8. Commercial Vehicles. No vehicle shall be permitted to be
parked on any of the streets of the development for periods longer than those
permitted by the ordinances of the City of McMinnville.

Section 9. Telecommunication Devices. No satellite dishes will be
permitted on any lot. No television or radio aerials or rotary beams shall be
erected or placed on any lot where any part of such device is more than six (6)
feet in height above the highest point (exclusive of chimneys) on the building
or structure on which it is erected.

Section 10. Sidewalks and Driveways.

a. Sidewalks and paved or concrete driveways are required to be
installed and maintained (on all lots) by lot owners at the lot owners'
expense in conjunction with the completion of the dwelling. Sidewalks shall
be constructed adjacent to the curb and shall meet all municipal or other
ordinances or laws. The Developer will designate the color, texture and
scoring pattern on all sidewalks and driveways shall be constructed and
maintained consistent therewith.

b. Driveways on lots of Pleasant Oak Meadows shall be not less than 16
feet in width, and when a driveway does not encompass the full width of the
access strip, the unimproved portion of the access strip shall be planted in
lawn or landscaped and maintained by the lot owner. No gravel shoulder shall
be installed along a driveway defined in this subsection. A buried sprinkler
system shall be provided on both sides of the driveway with sufficient numbers
of sprinklers to adequately water the unpaved portions. The landscaped
portion along the foregoing lots shall be considered as a part of the front
yard of the lot and shall be designed consistent with the landscaping of
adjacent lots at the time of installation and shall be maintained to the same
standards as the adjacent lots. Landscape designs shall be approved by the
Design Review Committee. The Committee may waive the sprinkler requirement if
it finds that the proposed landscaping does not need watering in the summer
months and meet state requirements of this section and section II.

(THE PART APPLIES ONLY TO LOTS 10 & 11.)
9. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

Section 11. Landscaping Requirements. All yard areas on each lot,
exclusive of buildings, shall be landscaped. All landscaping shall be
installed in accordance with a landscaping plan approved by the Design Review
Committee. Landscaping shall present a complete and finished look to the
entire lot. The nature, kind of materials, and topography of the landscaping
and its maintenance shall be consistent with the quality generally maintained
in the neighborhood. All unbuilt yard area shall have their initial
landscaping installed within six (6) months from the date of building
construction completion in accordance with the plans submitted to and approved
by the Design Review Committee. Under unusual circumstances, the Design
Review Committee may grant reasonable time extensions for completion of
landscaping.

Section 12. Completion of Construction. All construction on any lot
must be completed and the occupancy permit issued within 365 days from the
date of the issuance of the building permit.

Section 13. Animals. No animals or fowl shall be raised, kept or
permitted upon any lot or any part thereof except domestic dogs, cats, and
caged pets kept within the dwelling house, provided said dogs, cats and caged
pets are not kept, bred or raised for commercial purposes, or are kept in an
unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 14. Nuisance. No noxious or offensive activity shall be carried
on upon any lot, or on the public streets or rights-of-way within or adjacent
to any lot, nor shall anything be done or maintained thereon which may be or
become an annoyance or nuisance to the neighborhood or detract from its value
as a high-class residential district.

Section 15. Vacant Lots. Until such time as any lot owner constructs a
residence on said lot, the lot owner shall maintain the lot in such a manner
as to keep the lot free from weeds, briars, and other types of vegetation
which would infiltrate lawns of other lot owners. Lot owners shall also keep
vacant lots free from debris. Vacant lots shall also be subject to all other
CC and RS set forth herein, including, but not limited to, those conditions
involving temporary structures, recreational vehicles and commercial vehicles.

Section 16. Easements.

a. Easements for installation and maintenance of utilities and drainage
facilities are shown on the Pleasant Oak Meadows Plat. Within said easements,
no structure, planting or other material shall be placed or permitted to
remain which may damage, interfere with, or change the direction of flow of
drainage facilities located within such easements. The easements area of each
lot and all improvements therein shall be continuously maintained by the lot
owner, except for improvements for which a public authority or utility company
is responsible to maintain.
10. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement of right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 17. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. The prohibition shall not apply to political lawn signs neatly erected and maintained on the owner’s lot. Political signs relating to an election shall be removed no later than one (1) week following the election.
ARTICLE V

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance.

a. It shall be the duty of the owner and occupant of each lot to maintain the entire site in an attractive and neat condition, including, but not limited to:

(i) Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

(ii) Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

(iii) Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

(iv) Trees and shrubs, which shall be trimmed when necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or into the adjoining street or streets.
12. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot e20)

ARTICLE VI
ENFORCEMENT OF PROVISIONS

Section 1. Enforcement. Enforcement of the provisions hereof shall be
by action at law or suit in equity against any person or persons violating or
attempting to violate any provision or provisions hereof brought by the
Developer, the Design Review Committee, or any lot owner of owners.

Section 2. Binding Effects. The provisions contained in this
Declaration shall bind and inure to the benefit of, or be enforceable by, the
Developer, the Design Review Committee, and the owner or owners of any portion
of said property and each of their respective legal representative,
successors, heirs, and assigns. Failure by the Developer or by the Design
Review Committee or by any of the property owners or their respective legal
representatives, heirs, successors or assigns at any time to enforce any of
the CC and Rs herein contained, shall not be a waiver of the right to do so at
any time in the future.

Section 3. Notice. Should the owner or occupant of any lot be in
violation of any of the provisions of these CC and Rs, then, in addition to
all other remedies available at law or in equity, or otherwise, the Developer,
the Design Review Committee, or any lot owner shall have the right to proceed
as follows:

a. A written notice setting forth with specificity the nature of the
violation shall be mailed or delivered to the owner or occupant of
the property. Delivery of this written notice shall be sufficient if
it is sent by regular mail, postage prepaid; or hand delivered to an
occupant of the property of the age of fourteen (14) years of age or
older; or in the event the premises are unoccupied, by affixing the
written notice to the front door of the time and mailing a copy to
the owner as determined by the records of the County Tax Collector.

b. In the event the violation is not cured by the owner or the occupant
of the premises within thirty (30) days of the date written notice
is mailed, delivered or posted and mailed, as provided in subsection
A above, then Section 4 and/or 5 below may be followed.
13. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

Section 4. Right of Entry for Correction of Violations. After the procedures set forth in Section 3 above, the Design Review Committee shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the building or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall become a lien against the lot for the work performed, provided a lien for the labor, materials, and equipment rental is filed in accordance with Oregon law.

Section 5. Legal Enforcement. After the procedure set forth in Section 3 above, or after Sections 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, or any owner shall have the right to enforce, by any proceeding available, at law or in equity, or otherwise, all CC and Rs, reservations and liens now or hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any CC and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Attorney Fees. In the event any suit, action, or other proceeding is brought to enforce the provisions of the Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation costs of enforcing these CC and Rs and a reasonable attorney's fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney's fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one or part of these CC and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment. The CC and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded.
14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PLEASANT OAK MEADOWS
(Except Lot #20)

After which time they shall automatically extend for successive periods of ten (10) years, unless terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the majority of the lot owners. Such property signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Yamhill County, Oregon.

Section 3. Construction. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of Developer’s Interest. Unless otherwise specified herein, once seventy percent (70%) of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.

Section 5. Limitation of Liability of Developer. Developer shall not be liable to any owner on account of any action or failure to act of Developer in performing his duties or rights hereunder, provided that Developer, in accordance with the actual knowledge possessed by him, acted in good faith.

IN WITNESS WHEREOF, Developer has executed these CC and Rs this 15
day of September, 1995.

M. Edward DeRave
M. Edward DeRave, Developer

Raymond J. Fulback, Jr., Developer

Subscribed and sworn to before me this 15 day of September

Tracy L. Beck
Notary Public for Oregon
My Commission Expires: 8-21-73

14/15
IN WITNESS WHEREOF, Kenneth and Betty Boy have reviewed and accepted these CC and Rs for PLEASANT OAK MEADOWS

Kenneth J. Boy

Betty J. Boy

Subscribed and sworn to before me this 5th day of September, 1995

Notary Public for Oregon
Commission Expires: 6-21-98
FOUND MONUMENT TABLE

A. FOUND 5½" IRON ROD W/ HUMIDITY CAP MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2091, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2109.

B. FOUND 5½" IRON ROD W/ HUMIDITY CAP MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2086, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2111.

C. FOUND 5½" IRON ROD W/ HUMIDITY CAP MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2090, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2108.

D. FOUND 5½" IRON ROD W/ HUMIDITY CAP MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2086, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2111.

E. FOUND 2½" IRON ROD IN CONCRETE MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2091, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2109.

F. FOUND 1¼" IRON ROD FOR G.S.P-2091, 4° 50' NORTH OF LINE.

G. FOUND 1¼" IRON ROD FOR G.S.P-2091, 4° 39' SOUTH OF LINE.

H. FOUND 3½" IRON ROD IN CONCRETE MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2086, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2111.

I. FOUND 5½" IRON ROD MARKED 12 BDS IN MONUMENT CEMENT FOR G.S.P-2086, HELD AS FOUND FOR BASIS OF WORK ON G.S.P-2111.

J. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR SOUTH END OF LMT. OF REORG. SUBDIVISION.

K. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR EAST END OF LMT. OF REORG. SUBDIVISION.

L. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR WEST END OF LMT. OF REORG. SUBDIVISION.

M. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR NORTH END OF LMT. OF REORG. SUBDIVISION.

N. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR SOUTH END OF LMT. OF REORG. SUBDIVISION.

O. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR EAST END OF LMT. OF REORG. SUBDIVISION.

P. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR WEST END OF LMT. OF REORG. SUBDIVISION.

Q. FOUND 5½" IRON ROD AND PULL LINE, DOT A, 14', SLIDE 157.' HELD AS FOUND FOR NORTH END OF LMT. OF REORG. SUBDIVISION.

NARRATIVE

THE PURPOSE OF THIS SURVEY/REORG. IS TO REPLAY LOT 10 OF PAR-LAY SUBDIVISION ON THE CENTERLINE OF PLAT NO. 2 OF P.B. NO. 16084, AS SHOWN ON THE PLAT."