DECLARATION OF PROTECTIVE COVENANTS
FOR
REUBEN'S ADDITION

Declarant is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as REUBEN'S ADDITION, a duly recorded plat.

Declarant desires to declare of public record certain restrictive conditions to the ownership of said property.

Therefore, declarant hereby declares that the lots in said REUBEN'S ADDITION shall be held, conveyed, used, occupied and improved subject to the following limitations, restrictions and conditions:

1. No mobile homes or manufactured homes may be placed on any of said lots. All homes are to be stick built on site.

2. All homes built on any lot shall have a minimum area of 1300 square feet exclusive of open porches and garages. The exception to this may be on Lots 1, 2, 3, 4, 5 and 6 which are allowed to be duplexes.

3. Only Lots 1, 2, 3, 4, 5 and 6 may be used for duplexes, all other lots are for single family dwellings.

The conditions and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 80 percent of the lot owners.

Dated this 14th day of July, 1995

Leonard Johnson

Judith Johnson

STATE OF OREGON
County of Yamhill ss.

On this 14th day of July, 1995 personally appeared the above named Leonard J. Johnson and Judith M. Johnson and acknowledged the foregoing to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

[Stamp]

[Seal]

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

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DECLARATION AND COVENANT

THIS DECLARATION AND COVENANT is made this 1st day of July, 1994, by

WHEREAS:
1. Owner is the owner in fee of the real estate described as Parcel A, a description of which is attached hereto as Exhibit A and by this reference made a part hereof as if fully set forth;

2. Parcel A, or portions thereof, is a compensatory mitigation site, the establishment and maintenance of which was agreed to by Owner as a condition of Permit number 94-929 (Permit) issued by the U.S. Army Corps of Engineers, Portland District (Corps) pursuant to Section 404 of the Clean Water Act (33 USC 1344);

3. Owner has applied to the Corps for a permit to place fill in a water of the state, and but for Owner's agreement to restrict the use of Parcel A to compensatory mitigation in perpetuity as evidenced by this document, the Owner's permit application would have been rejected by the Corps.

NOW, THEREFORE, in partial consideration of the Corps' issuance of the Permit, a copy of which Permit is attached hereto as Exhibit B and whose compensatory mitigation terms, restrictions, and conditions as they apply to Parcel A are by this reference incorporated herein as if fully set forth (Permit Obligations), the Owner hereby declares and covenants that:

4. Owner, Owner's heirs, administrators, executors, assigns, and grantees shall take all actions necessary to mitigate the adverse environmental effects resulting from the permitted fill by complying with the Permit Obligations which apply to Parcel A.

5. Owner's obligations to perform the terms, conditions, and covenants contained in this document and the Permit Obligations (Owner's Total Obligations) shall bind Owner to the extent of his/her legal or equitable interest in Parcel A; that Owner's Total Obligations shall be binding on and enforceable against Owner's heirs, administrators, executors, assigns, and grantees until such time as the permit is modified, revoked, or suspended, or expires without having been exercised.

6. The right of enforcement of Owner's Total Obligations shall belong to the Corps and its assignees.

7. In the event of any violation or threatened violation of any of Owner's Total Obligations, the Corps will have in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

8. It is expressly declared that no breach or violation of Owner's Total Obligations shall terminate this DECLARATION AND COVENANT, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this DECLARATION AND COVENANT.

9. Failure to insist on any one or more cases upon the strict performance of any one or more of Owner's Total Obligations or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such element(s) of Owner's Total Obligations.

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
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10. Owner's Total Obligations will continue in full force and effect until such time as the permit is modified, revoked, or suspended, or expires without having been exercised.

11. If any clause, sentence, or other portion of Owner's Total Obligations, or if any of the terms, restrictions, and covenants of this DECLARATION AND COVENANT, becomes illegal, null, or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

12. Owner's Total Obligations shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of Parcel A or any part thereof. Any instrument of transfer, conveyance or encumbrance affecting all or any part of Parcel A shall set forth Owner's Total Obligations either by reference to this document or by setting forth the full texts thereof.

13. This DECLARATION AND COVENANT and any provision, term, restriction, or covenant contained herein may be terminated, amended, modified or revoked only upon written approval of the District Engineer of the Portland District of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Oregon.

14. Nothing contained in this DECLARATION AND COVENANT will be deemed to be a gift or dedication of any portion of Parcel A to the general public or for the general public or for any public purpose whatsoever, it being the intention that this DECLARATION AND COVENANT will be strictly limited to and for the purpose expressed herein.

15. In partial consideration of the foregoing, upon receipt of a certified copy of this document, as recorded in the Office of the County Recorder for Clackamas County, Oregon, the Corps will issue the validated Permit to Owner.

Date: 7/11/75

[Signature]
Owner

Subscribed and sworn to before me
this 1st day of July, 1994.

[Signature]
Notary Public for the State of

My commission expires

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Declaration and Covenant - Page 2 of 3
Reuben's Addition

Legend:
- [ ] Authorized PB
- [ ] Wetland
- [ ] Mitigation (req'd by DOE)

Reuben's Addition Legal Description
Section 9 & 16, Township 4 South, Range 4 West, Yamhill County, Oregon

EXHIBIT A