DECLARATION OF CONDITIONS AND RESTRICTIONS
ROB'S ORCHARD

WHEREAS, the Declarants have filed for record in the office of the County Clerk of the County of Yamhill and State of Oregon, a plat designated as Rob's Orchard, located in Section 16, T4S, R4W, W.M., City of McMinnville, YAMHILL COUNTY, OREGON.

WHEREAS, Commonwealth Properties, Inc., an Oregon corporation, is a subdivider of all of the above-described property.

NOW, THEREFORE, these parties, the above-described declarants, do hereby adopt the following general scheme and plan for the improvements, use and restrictions in the use of the land herein described and represented by said plat for the enjoyment and several benefits of themselves, as subdividers of said land, and also for the owners of any part of said land claiming through them, their successors or assigns; and they do hereby declare that having adopted such general scheme and plan the same is now hereby impressed and fixed on all of the said land and each part and parcel thereof and all their successors, representatives and assigns who shall derive title from the said declarants, shall take title subject to such general scheme and plan, even though no reference to such plan shall be made in the deed of conveyances as to any such successor, representative or assign; and the passing of title to any part or parcel of said land to any successor, representative or assign shall carry with it as an appurtenance the obligation and burden of such general scheme and plan. The said general plan shall consist of the above-described property being and remaining subject to the following conditions, restrictions, covenants and agreements, to-wit:

1. LAND USE AND BUILDING TYPE: Lots 1, 6, 10, 11 and 17, Block 1; Lots 1, 7, 12 and 18, Block 2; Lots 1, 5, 15 and 21, Block 3 shall be used for residential purposes, either single family or duplex, two-family residential units. The remainder of the lots shall be used for single-family residential purposes. On the designated single-family lots, no building shall be erected, altered or placed on any lot other than one detached dwelling not to exceed two and one-half stories in height, and a private garage or carport for not more than two cars.

2. DWELLING COST: Quality and Size: The ground floor area of the structure erected, altered or placed on the duplex, two-family residential lots, shall contain a minimum of 600 square feet per unit, exclusive of one-story open porches and garages. The ground floor area of the main structure erected, altered or placed on the single-family lots, exclusive of one-story open porches and garages, shall not be less than 800 square feet for a one-story dwelling, not less than 750 square feet for a dwelling of more than one story.

3. YARD REQUIREMENTS: All buildings shall be located to comply with City of McMinnville Zoning Ordinances and variances granted therefrom. There shall be a front yard having a minimum depth of 20 feet.
There shall be a side yard of seven and one-half feet; on corner lots, the side yard shall be a minimum of 15 feet on the side abutting the street; provided, however, on corner lots the side yard shall be a minimum of 15 feet on the side abutting the street; provided, however, on corner lots the side yard shall be a minimum of 20 feet on the side abutting the street in which a driveway entrance is located.

There shall be a rear yard with a minimum depth of twenty (20) feet to the main building.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet.

5. UTILITY CONNECTIONS: On each of the lots in the tract, all telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: 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.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND FOWL: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
12. **EASEMENTS:** Declarant hereby reserves to itself, its successors and assigns perpetual easements under, over and across strips of land five (5) feet in width running along and interior to the side lines and rear lines of each building site owned by it for the purpose of erecting, constructing, maintaining and operating sewers and drainage systems, and poles, pipes, wires, cables, guys, anchors and conduits for lighting, heating, power, telephone and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon or above the surface of the ground within said five-foot strips of land, and declarant reserves the right to cut and/or trim any trees or other growth on such maintenance or operation of said utilities.

13. **GENERAL PROVISION:** (a) **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**ENFORCEMENT:** (b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, if, upon the erection of the first improvement upon any of the residential lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of the setback lines has occurred, such violation or infringement may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violation or infringement occurs and such waiver shall be binding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions of paragraph (b) herein insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any other violations of these restrictions. For the purpose of defining a "minor" violation herein contained, such violation shall be not more than two feet beyond the setback lines as herein set forth. This provision shall apply only to the original structure and shall not be applicable to any alterations or repairs to such structure.

**SEVERABILITY:** (c) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. **ATTORNEYS' FEES:** In the event suit or action shall be brought by any of the parties affected by these declarations for the enforcement of any of the covenants or conditions on the part of any parties to be kept or performed, the parties agree to pay to the successful party in such litigation, such sum as the court may adjudge reasonable as attorneys' fees to be allowed the successful party in such suit or action, including any appeal therefrom.
DATED: September 7, 1973

COMMONWEALTH PROPERTIES, INC.

By

Assistant Vice President

By

Assistant Secretary

STATE OF OREGON ) ss.
County of Multnomah)

Personally appeared Ernest E. Plat; and Elizabeth B. Underwood, who being duly sworn, each for himself and not one for the other, did say that the former is the Assistant Vice President and that the latter is the Assistant Secretary of COMMONWEALTH PROPERTIES, INC., a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: July 23, 1976

STATE OF OREGON, ) ss.
County of Yamhill

JACK BEELER, County Clerk of said County and State, do hereby certify that the within instrument of writing was received and has been by me recorded, on page 849 of Volume 23 of the Records of said County, on this 15th day of November, 1971, at 10:30 o'clock A.M.

In testimony whereof, I have hereto subscribed my name and affixed my official seal.

JACK BEELER, County Clerk

[Signature]

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