SUNNYSIDE MEADOWS

FINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

C. R. Hoe of 7104 S.E. 13 Avenue, Portland, Oregon, and Will L. Senders of 1560 S.W. Bonnie Brae Drive, Lake Oswego, Oregon hereinafter called the "Owners", are owners of that certain parcel of land situated in County of Yamhill, State of Oregon, known as Sunnyside Meadows subdivision, further known as Tax Lot Number 3324-6600 and further described as follows:

In the N.E., S.E., S.W. and N.W. Quarters of Section 24, Township 3 South, Range 3 West, Willamette Meridian and in the 1/4 of David Ramsey D.G. 39, Yamhill County, Oregon.

In order to create a first class, proper subdivision for the benefit and enjoyment of all present and future subdivision lot purchasers and their families, the Owners do establish the hereinafter enumerated covenants, conditions and restrictions relative to the use of said subdivision.

THEREFORE, each and every lot in said subdivision shall be subject to the following covenants, conditions and restrictions.

RESTRICTIVE COVENANTS. That during the period commencing with the date of recordation of this document and ending September 25, 2010, the Grantee agrees that it will comply with the following restrictive covenants:

Section 1. Residential Purposes. The above described premises and every portion thereof shall be used for the private residence purposes, only, including garage and building for the housing of animals. No animals or fowl shall be raised or kept for commercial purposes except horses, dogs, cattle, cats or other household pets may be kept so long as they do not become nuisance or annoyance to neighborhood. No retail or wholesale, except agricultural related products, shops shall be erected nor any business or industry which may become a nuisance to neighborhood.

Section 2. Construction Materials. No building shall be placed or erected upon the premises which shall have been previously erected in another location; no "quonset" type building, except greenhouses, shall be placed or maintained on premises. No metal roofing material shall be allowed as the major roofing material of residence. Shake, shingle, tile and/or composition shall be among the approved roofing materials.

Section 3. Temporary Structures. No trailer, tent, shack, outdoor privy, detached garage or other building erected upon the premises shall at any time be used as a permanent residence, nor shall any structure of a temporary character be used as a residence.

Section 4. Sanitation. The above described premises shall not be used or maintained as a dumping ground for discarded or old vehicles, rubbish, or trash. No garbage or other waste shall 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.

- Lots 1 and 3 of Block 1 are limited to three bedroom dwelling units. Lots 4, 5, and 6 of Block 1, and Lots 1 through 7 of Block 2 are approved for 250 square feet per bedroom. Lots 1 and 6 of Block 2 shall have curb drains. Location of drainfield sites shall be surveyed and shown on final plat. No dwelling shall be placed within one hundred twenty five (125) feet of the survey monument of the drainfield area as indicated in the legend on the final plat. Placement of structure within the 125' setback area shall be subject to County Sanitarian approval.
Section 5. **Energy Conservation.** Building techniques and products which conserve commercially supplied energy such as electricity and gas shall be encouraged.

Section 6. **Easements.** The following easements shall exist and ensure to the benefit of lot owners:

A. Utility easement adjoining right-of-ways of Hyland Drive and Hyland Lane and extending 10' into lots adjacent to these roadways as shown on Final Plat.

B. Well easement on Lots 4 and 5 of Block 2 as shown on Final Plat.

C. Future easements which Owners determine to be necessary for the benefit and enjoyment of lot owners.

This document replaces the previously submitted Final Declaration of Covenants, Conditions and Restrictions as recorded in Film 153, Page 0064, and those recorded in Film 153, Page 0067 of Deed Records and those recorded in Film 155, Page 0237, Deed Records of Yamhill County, Oregon.

Any full or partial reproduction and/or use of this document without the express written consent of the Owners is strictly forbidden.

Done by signature by Owners this 15th of June, 1981.

[Signatures]

STATE OF OREGON) ss.

County of Yamhill)

June 15, 1981

Personally the above named C. R. Moc, Will L. Senders, Thomas N.
Bowen, Joseph J. Mankowski, Emily F. Mankowski, Stanley Shirts, & Pamela
and acknowledged the foregoing instrument to be their voluntary act and deed. Shirts
Before me:

[Signature]

My commission expires: [Date]
ARTICLES OF ASSOCIATION
Of
WATER ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, all of whom are residents and citizens of
the State of Oregon, have this day voluntarily associated ourselves to-
gether for the purposes of forming an association under the laws of the
State of Oregon; said association shall be a non-profit, unincorporated
water association and we hereby certify:

FIRST: That the name of said association shall be SUNNYCREST
MEADOWS WATER ASSOCIATION.

SECOND: This association is organized solely for the purpose of de-
delivering water for household and domestic purposes to its owners at cost,
and shall supply water to none except its owners and to them only at cost,
and only upon and for use upon the real property as per the subdivision
approved by Yamhill County, Oregon, and filed October 6, 1980; Cabinet
A: Slide 1978, said association shall not distribute or sell or lend water
for profit.

For said purpose or in aid thereof, said association shall have power
to acquire, develop and operate a permanent water supply; to dig, bore,
drill and otherwise excavate wells and tunnels; to construct, acquire
and operate pumping plants, water storage and water distributing systems;
to purchase, lease, or otherwise acquire and to own, hold, mortgage, pledge,
sell and deal in real and personal property of all kinds; to erect buildings
and plants; to lend and borrow money; to execute mortgages, deeds of trust
and pledges of real property or personal property; to subscribe for, pur-
chase or otherwise acquire, hold, own, pledge sell or otherwise dispose of

Page 1 - Articles
stocks, bonds, collections, conveyances of indebtedness and securities of persons, firms, or other necessary or convenient things to accomplish the purpose of this association.

The membership of the association shall consist of the owners of the real premises in the subdivision, such owners being considered, "owners" either by deed or by contract of sale with membership in the association being automatically subject to change upon the sale or conveyance by any member to a third party of their real premises. Such third party who purchases the real premises previously owned by a "member" shall then be considered a member of the association.

The actual cost of management and operation of the business of said association shall be met by water rates and charges for the delivery of water to owners receiving water throughout the year. Whenever the board of directors deem it advisable to fix rates and charges for water, said rates and charges shall be fixed equitably prorating the cost of delivering water for that year, which actual cost, in the discretion of the board of directors, may include items for depreciation and for the maintenance of pipelines and for readiness to deliver water. All such rates and charges shall be fixed in the manner required by law to preserve the private ownership of the water rights of the association and the delivery of its water as a mutual water company.

In the event the member fails to pay the monthly rate as established by the Board of Directors of the association, then such amount of monies due and owing the association shall constitute a lien upon the real premises owned by said member and shall be subject to their water supply being discontinued and their water service terminated until the delinquencies
are paid.

Said association shall have the duty to distribute water to the owners of each lot for use upon those certain lands situate, lying and being in the County of Yamhill, State of Oregon, and as described in the subdivision approved by Yamhill County, Oregon, and filed October 6, 1980.

The association shall meet annually and elect a Board of Directors, consisting of not less than three (3) members of the association and the Board shall elect a president and secretary. The board of directors shall have the authority to formulate By-laws, Rules and Regulations in the management of the association. A majority vote of the members shall elect the board of directors and each member, i.e., lot owner, shall be entitled to one (1) vote only, regardless of the number of lots owned by a member. The first meeting of the members for the election of the Board of Directors, shall be on February 20, 1985.

THIRD: The Board of Directors shall not pass any resolutions in regards to capital improvements and costs thereof without such costs being divided equally among all the lots in the subdivision.

FOURTH: The Board of Directors shall not vote any regulations in regards to hook-up costs to the water system that are in excess of the actual material and labor costs of the installation.

FIFTH: That the term for which said association is to be in existence is perpetual.

SIXTH: The owners, when they have paid their respective assessments and water rates and charges due and payable, shall be entitled to have the water delivered at outlets on the pipeline of the association.
SEVENTH: It is acknowledged that the association is the owner of the
Well Pumping System and storage facilities which is the source of water
for the association and also is the owner of the water lines presently
existing in the public right of ways to each parcel. Each member shall
be individually responsible for the repair and maintenance for the water
lines running from the public right of ways to any building or construc-
tion upon the real premises. Such well and facilities being located upon
Lot #5, Block #2 of said subdivision.

IN WITNESS WHEREOF the owners of the real premises of the subdivision
have set their hands and seals.

OWNERS OF LOTS IN SUNNYCREST WATER ASSOCIATION

<table>
<thead>
<tr>
<th>Owner</th>
<th>Lot(s)</th>
<th>Real premises owned</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John A. Grady, Esq.</td>
<td>Lots 1, 5 &amp; 6</td>
<td>Real premises owned</td>
<td>1/17/85</td>
</tr>
<tr>
<td>Richard L. Holland</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Grady, Esq.</td>
<td>Lots 1, 2, 3, 5 &amp; 6</td>
<td>Real premises owned</td>
<td>1/17/85</td>
</tr>
<tr>
<td>Richard L. Holland</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arnold J. Johnson</td>
<td>Lot 7, Block 2</td>
<td>Real premises owned</td>
<td>1/21/85</td>
</tr>
<tr>
<td>Joseph L. Johnson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard L. Holland</td>
<td>Lot 4, Block 1</td>
<td>Real premises owned</td>
<td>1/21/85</td>
</tr>
<tr>
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<td></td>
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</tr>
</tbody>
</table>
STATE OF OREGON

County of Yamhill

On this 18th day of January, 1985, personally appeared the above named JOHN GARLAND and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: ____________________________
Notary Public for Oregon
My Commission expires: 1-1-85

STATE OF OREGON

County of Yamhill

On this 21st day of January, 1985, personally appeared the above named SCOTT A. JONES, BARBARA and RICHARD A. MINGAY, JOSEPH and EMILY F. MANKOWSKI, JOHN K. and LOUISE CLEMENTS, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: ____________________________
Notary Public for Oregon
My Comm. expires: 01-31-38

FILED

COUNTY OF YAMHILL, OREGON

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

County of Yamhill

Page 1

VOL. 191

[Stamp]

CHARLES STERN
COUNTY CLERK
DEED OF WATER SYSTEM

WHEREAS, the undersigned owners of real property located in Sunnycrest Meadows Subdivision, Yamhill County, Oregon, both individually and in their capacity as members of the Sunnycrest Meadows Water Association, an unincorporated water association, referred to in Articles filed in Clm Volume 181, Page 2064, Deed & Mortgage Records of Yamhill County, Oregon, do hereby bargain, grant, sell and convey unto the Sunnycrest Meadows Water Association, Inc., a non-profit corporation organized under the laws of the State of Oregon, all their right, title and interest in and to the water system as installed in the Sunnycrest Meadows Subdivision as recorded in Volume 9, Page 197-9, Subdivision Records of Yamhill County, Oregon, which water system shall include, but not be limited to, the water well located on Lot 5, Block 2 of said Subdivision, all easement rights to install and maintain such water system as stated in the above referred to Subdivision Plot, all water lines, water pump and other equipment presently located therein, and the right to the water that the well produces.

The true and actual consideration for this conveyance stated in terms of dollars is $10, however, the actual consideration consists of or includes other property or value given which is the whole consideration.

IN WITNESS WHEREOF, the undersigned have executed this document on the dates indicated.

Scott A. Jones

Phyllis L. Jones
Husband and Wife, Owners of Lot 7, Block 2, Sunnycrest Meadows Subdivision, Yamhill County, Oregon

Personally appeared the above named Scott A. Jones and Phyllis L. Jones, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Raymond L. Cosby
Notary Public for Oregon
My commission expires: 3-17-91

Raymond L. Cosby
Kim B. Cosby
Husband and Wife, Owners of Lot 6, Block 22, Sunnycrest Meadows Subdivision, Yamhill County, Oregon

Personally appeared the above named Raymond L. Cosby and Kim B. Cosby, husband and wife, and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Robert Sands
Husband and Wife, Owners of Lot 5, Block 2, Sunnycrest Meadows, Yamhill County, Oregon

STATE OF OREGON ) ss.
COUNTY OF YAMHILL )

October 19, 1987

Personally appeared the above named Robert Sands and Lila Sands, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Joseph T. Mankowski and Emily F. Mankowski, Husband and Wife, Owners of Lot 4, Block 3, Sunnycrest Meadows Subdivision, Yamhill County, Oregon

STATE OF OREGON ) ss.
COUNTY OF YAMHILL )

October 19, 1987

Personally appeared the above named Joseph T. Mankowski and Emily F. Mankowski, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Kathleen M. Bryant
Gary M. Bryant and Kathleen M. Bryant, Husband and Wife, Owners of Lot 3, Block 2, Sunnycrest Meadows Subdivision, Yamhill County, Oregon

STATE OF OREGON ) ss.
COUNTY OF YAMHILL )

October 19, 1987

Personally appeared the above named Gary M. Bryant and Kathleen M. Bryant, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Paul J. Anderton

[Signature]
Ruth A. Anderton

Paul J. Anderton and Ruth A. Anderton
Husband and Wife, Owners of Lot 1,
Block 2, Sunnycrest Meadows, Yamhill
County, Oregon

Notary Public
State of Oregon
County of Yamhill
February 1987

Personally appeared the above named Paul J. Anderton and
Ruth A. Anderton, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Martin S. Denham

[Signature]
Theresa I. Denham

Martin S. Denham and Theresa I.
Denham, Husband and Wife, Owners of
Lot 2, Block 2, Sunnycrest Meadows
Subdivision, Yamhill County, Oregon

Notary Public
State of Oregon
County of Yamhill
February 1987

Personally appeared the above named Martin S. Denham and
Theresa I. Denham, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 9-17-91

[Signature]
Pacific Western Bank, Trustee for
Melone Realty Company Keogh Account,
Owner of Lot 1, Block 2, Sunnycrest
Meadows, Yamhill County, Oregon

Notary Public
State of Oregon
County of Yamhill
February 1987

Personally appeared [Name], who
acknowledged that [he] is the [relationship]
of the above named
Bank and that this instrument is signed and sealed on behalf of
the Bank by authority of its Board of Directors and that the above signature is its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

Jack R. Fowler and Paula K. Fowler
Husband and Wife, Owners of Lot 6,
Block 1, Sunnycrest Meadows
Subdivision, Yamhill County, Oregon

STATE OF OREGON )
County of Yamhill )
s.
February 1, 1988

Personally appeared the above named Jack R. Fowler and Paula K. Fowler, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: 4-17-91

Doyle L. Baggerly and June L.
Baggerly, Husband and Wife, Owners of
Lot 5, Block 1, Sunnycrest Meadows
Subdivision, Yamhill County, Oregon

STATE OF OREGON )
County of Yamhill )
s.
October 19, 1987

Personally appeared the above named Doyle L. Baggerly and June L. Baggerly, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: 4-7-91

Richard A. Mingay and Barbara Y.
Mingay, Husband and Wife, Owners of
Lot 4, Block 1, Sunnycrest Meadows,
Yamhill County, Oregon

STATE OF OREGON )
County of Yamhill )
October 26, 1987

Personally appeared the above named Richard A. Mingay and Barbara Y. Mingay, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 10-7-90

Will L. Senders, Owner of Lot 3,
Block 1, Sunnycrest Meadows
Subdivision, Yamhill County, Oregon

STATE OF OREGON  
County of Yamhill  

December 14, 1987

Personally appeared the above named Will L. Senders and
acknowledged the foregoing instrument to be his voluntary act
and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 2-29-89

Bruce Dixon, Personal Representative
of the Estate of C. R. Moe, Deceased,
Owner of Lot 3, Block 1, Sunnycrest
Meadows Subdivision, Yamhill County,
Oregon

STATE OF OREGON  
County of Yamhill  

December 14, 1987

Personally appeared the above named Bruce Dixon,
Personal Representative of the Estate of C. R. Moe, Deceased,
and acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 10-7-90

Phillip G. Rose and Melanie D. Rose
Husband and Wife, Owners of Lot 2,
Block 1, Sunnycrest Meadows
Subdivision, Yamhill County, Oregon

STATE OF OREGON  
County of Yamhill  

March 11, 1987

Personally appeared the above named Phillip G. Rose and
Melanie D. Rose, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 7-31-87

Page 5 - DEED OF WATER SYSTEM
STATE OF OREGON  
County of Yamhill  

November 3, 1987

Personally appeared the above named John R. Garland and Ray Garland and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: 6-7-90

After recording return to:

Sunnycrest Meadows Water Association, Inc.
22830 N.E. Hyland Drive
Newberg, Oregon 97132

All tax statements shall be sent to:

Sunnycrest Meadows Water Association, Inc.
22830 N.E. Hyland Drive

STATE OF OREGON  
County of Yamhill  

I hereby certify that the within was received and duly recorded by me in the Yamhill County records.

John Brown, County Clerk

Page 6 – DEED OF WATER SYSTEM
SURVEYOR'S CERTIFICATE

1. W.S. Stuckey, being duly sworn, do hereby certify that I have correctly surveyed and marked with proper monuments the land represented by the plat of Sunnycrest Meadows, described as follows:

BEGINNING AT THE INITIAL POINT OF OTTER CREEK HYLANDS SUBDIVISION, which is used as the initial point of Sunnycrest Meadows Subdivision, being on the South line of Lot 5, HURLEY'S FRUITLAND SUBDIVISION, said line being on the North line of the David Ramsey DLC #59, being N88°35'42" W 249.25 feet & N11°00'01" E, 735.35 feet from the Northwest corner of said DLC #59.

A 3/4" iron pipe found; thence South 2°17'36" West on following the West line of Otter Creek Hylands Subdivision 1,217.72 feet to an iron rod; thence S1°48'00" W parallel with centerline of said County road #74, 190.31 feet to an iron rod; thence S89°57'45" E 249.04 feet parallel with centerline of County road #74, to an iron rod; thence N0°11'30" E 30.48 feet parallel with centerline of County road #76 to an iron pipe; thence N85°49'30" W 70.76 feet to the initial point.

SUBSCRIBED & SWORN TO BEFORE ME THIS 9TH DAY OF SEPTEMBER, 1980.

W.S. STUCKEY, SURVEYOR

LEGEND

RECORD DATA SHOWN IN PARENTHESES THUS (......) MONUMENT FOUND MONUMENT SET (IRON ROD WITH CAP) OR AS NOTED EXISTING AGRICULTURAL TILES SHOWN THUS DOUBLE-SEITHE SEPTIC DOWNFALL AREAS SHOWN THUS MONUMENTED AT INTERSECTION OF DIAGNALS OF EACH FIELD WITH 3/4" IRON ROD. SEE TABLE OF COORDINATES LOCATION OF APPROVED SEPTIC TEST PITS SHOWN THUS STREET & MONUMENTS, 3/4" PIPE 12" DOWN, 90°1, 120° WEST 0.4" BELOW FIN. GRADE

PLAT

SUNNYCREST MEADOWS SUBDIVISION

IN THE NE, SE, SW AND NW QUARTERS OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 3 WEST, W.M. AND IN THE DAVID RAMSEY DLC NO. 59, YAMHILL COUNTY, OREGON

PROFESSIONAL SERVICES COMPANY

SHEET 1 OF 2
DEDICATION


ORPHEA L. WAGONER
PERSONAL REPRESENTATIVE

C.R. MOE
TITLE HOLDER

WILLIAM L. SENDERS
OWNER

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF YAMHILL


JAN M. CASTLE
NOTARY PUBLIC OF OREGON
MY COMMISSION EXPIRES 5/17/84

PLAT OF
SUNNÝCREST MEADOWS SUBDIVISION
IN THE NE, SE, SW & NW QUARTERS
SECTION 24, TOWNSHIP 3 SOUTH, RANGE 3 WEST WILLAMETTE MERIDIAN AND IN THE
DAVID RAMSEY DLC 59,
YAMHILL COUNTY, OREGON

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16TH DAY OF SEPTEMBER, 1980

JAN M. CASTLE
NOTARY PUBLIC OF OREGON
MY COMMISSION EXPIRES 5/17/84