COVENANTS, CONDITIONS AND RESTRICTIONS

WESTVALE THIRD ADDITION

These covenants and restrictions apply to all lots located in Westvale Third Addition, McMinnville, Yamhill County, Oregon ("the land"). They are enforceable by owners of the "benefitted properties," which are defined as lots affected.

The undersigned, owner of all the real property included in Westvale Third Addition, a Plat duly recorded January 6, 1993, in Vol 3 P 318 3/4, Plat Records of Yamhill County, Oregon, adopts the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the land or any part of the land, and shall inure to each owner of benefitted property and that owner's heirs, successors and assigns.

1. GENERAL RESTRICTIONS

A. No mobile home ("mobile home" includes, but is not limited to, travel trailers, or recreational vehicles, residential trailers, mobile homes and manufactured homes as presently defined in ORS 446.003, as well as improvements that would meet this definition of mobile home except for being declared or made real property through a statutory procedure or otherwise) shall be placed, used, occupied or located on or within the land. This provision does not, however, prevent the owner of a permitted residence on the land from storing or keeping the owner's travel trailer or recreational vehicle on the lot where the home is located, so long as the travel trailer or recreational vehicle is not used as a dwelling on the lot.

B. Every dwelling constructed on the land shall include an enclosed two-car (or larger) garage.

C. All zoning, set back and building requirements of the City of McMinnville shall pertain to uses of the land.

D. No uses other than residential are allowed on the land.

E. Vacant lots shall be kept free from weeds, briars and other vegetation which could infiltrate lawns of other land owners.

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2. **ENFORCEMENT**

   A. **These restrictions shall be for the protection and benefit of each owner of any portion of the benefitted property. Any such person shall have the right, at law or in equity, to enforce the restrictions. It is not implied nor at any time will the City of McMinnville be responsible for the enforcement of these restrictions.**

   B. **These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the benefitted properties subsequently agree in writing to change these covenants in whole or in part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.**

   C. **Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.**

   DATED this 6th day of January, 1993.

   Raymond C. Kauer

   SUBSCRIBED AND SWORN to before me this 6th day of January, 1993.

   Notary Public for Oregon
   My Commission Expires: 6-5-93

   000251

   STATE OF OREGON
   SS.
   COUNTY OF YAMHILL

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COVENANTS, CONDITIONS AND RESTRICTIONS
WESTVALE THIRD ADDITION, BLOCK 9
Lots 2, 3, 4, 5, 6, 7, 8 and 9

These Covenants and Restrictions apply to certain lots located in Block 9 of WESTVALE THIRD ADDITION, McMinnville, Yamhill County, Oregon ("the Land"). They are enforceable by owners of the "burdened property" defined as Lots 2, 3, 4, 5, 6, 7, 8 and 9 of Block 9 WESTVALE THIRD ADDITION, and of the benefitted properties, defined below.

The undersigned, owner of all the real property located in Block 9 of WESTVALE THIRD ADDITION, a Plat duly recorded Case 153752, 1982, in Vol. 30 of Records of Yamhill County, Oregon, adopts the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the "benefitted property", defined as Lots 3, 4, 5, 6, 7 and 8 of Block 9, WESTVALE THIRD ADDITION.

These Covenants, Conditions and Restrictions shall constitute Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the land or any part of the land and shall inure to each owner of benefitted property and that owner's heirs, successors and assigns. These Covenants, Conditions and Restrictions shall not in any way reduce or change the Covenants, Conditions and Restrictions previously recorded against the entire WESTVALE THIRD ADDITION.

1. INSTALLATION, USE AND MAINTENANCE OF DRAINPIPE

A. There has been or will soon be installed a 6-inch drainpipe with access taps and cleanouts for the purpose of draining water into the municipal storm sewer system that would otherwise collect under houses to be built on the benefitted property.

B. The drainpipe is or shall be installed within a ten-foot wide area ("the Easement Area"), more particularly described in Exhibit "A".

C. The Easement Area may be used for the installation, location, repair, maintenance and, if necessary, replacement of the drainpipe, drainage line connections from the benefitted property to the drainpipe, cleanouts and other uses related to the drainpipe.

D. No owner of burdened property shall make any use of a burdened property within the easement area that is inconsistent or interferes with the placement, repair,
maintenance and use of the drainpipe described above.

E. Each benefitted property shall have the right to the common use of the drainpipe with the other benefitted properties and the right to run a drainage line to and tap into the drainpipe within the easement area.

F. The owner of each burdened property shall, upon request of the owner of any benefitted property, execute and deliver, in form suitable for recording, any and all documents which may be required in the future to insure that the drainpipe easement and maintenance provisions in this agreement are perfected and in full force and effect.

2. MAINTENANCE

A. The drainpipe shall be maintained to the quality and condition in which it is initially installed or subsequently upgraded. All benefitted properties shall share equally in the cost of maintenance, except that damage other than ordinary wear and tear caused by owners of burdened or benefitted property (or the agents, employees, invitees or anyone else on the easement with the permission of or for the benefit of that owner) shall be repaired by the owner of the property in question.

B. All repairs and maintenance shall be made promptly after the decision that such repairs and maintenance are needed.

C. Decisions as to the condition of the drainpipe at any given time, the necessity of repairs or maintenance work, the existence of disproportionate damage other than ordinary wear and tear and the cause of such damage, the length of time in which to make repairs and the decision as to who is to perform such repairs and maintenance shall be as agreed by the owners of the benefitted property. If the parties cannot agree within fourteen (14) days of the Request by one party, the matter shall be submitted to binding arbitration pursuant to procedures of the American Arbitration Association.

3. DURATION

A. These Covenants and Restrictions may not be changed without the written consent of the owners of all benefitted and burdened properties. No owner of any burdened or benefitted property shall take any action that will result in the changing or eliminating of these Covenants and Restrictions without the written consent of all other
owners of benefitted or burdened properties.

B. The conveyance of any benefitted or burdened property by
the undersigned to a third party shall create, convey or
reserve a perpetual non-exclusive easement for the
purposes set forth in paragraph 1 above for the benefit
of the benefitted properties and burdening the burdened
properties. The easement shall also incorporate the
provisions concerning maintenance in paragraph 2 above.

4. ENFORCEMENT

A. These restrictions shall be for the protection and bene-
fit of each owner of any portion of the benefitted or
burdened property. Any such person shall have the right,
at law or in equity, to enforce the restrictions. It is
not implied nor at any time with the City of McMinnville
be responsible for the enforcement of these restrictions.

B. Invalidation of any of these Covenants, Restrictions or
Conditions by court order, judgment or decree shall in no
way affect any of the remaining provisions which shall
continue to remain in full force and effect.

DATED this 22 day of February, 1993.

Raymond C. Rauer

STATE OF OREGON } ss.
County of Yamhill }

This instrument was acknowledged before me this 20th day of

Grace E. Orten
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-28-96

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DIASSENV AND TANKERSLEY
F.G. Box 451, 951 North East Street
Mckinleyville, Oregon 97751
(541) 474-6344
EXHIBIT A

--A part of Block 9, WESTVALE THIRD ADDITION, in the City of McMinnville, Yamhill County, Oregon, said part being a strip of land 5 feet in width on either side of the following described centerline:

BEGINNING at the point of intersection of the East line of Lot 2 in said Block 9 and the South line of a 7.50 foot storm drain easement as depicted and shown on the recorded plat of WESTVALE THIRD ADDITION; said point also being 7.50 feet South 00°00'29" West of the Northeast corner of said Lot 2; thence North 00°00'29" East along the lines common to Lots 2, 9, 3, 5, 4, 7, 5 and 6 in said Block and Addition to a point on the lot line common to said Lots 5 and 6 that is 5 feet North 00°00'29" East of the Southeast corner of said Lot 5, Block 9, WESTVALE THIRD ADDITION and the point of terminus of the easement centerline.--
COVENANTS, CONDITIONS AND RESTRICTIONS
WESTVALE THIRD ADDITION, BLOCK 9
Lots 1, 2, 3, 8, 9, 10 and 11

These Covenants and Restrictions apply to certain lots located in Block 9 of WESTVALE THIRD ADDITION, McMinnville, Yamhill County, Oregon ("the Land"). They are enforceable by owners of the "burdened property" defined as Lots 1, 2, 3, 8, 9, 10 and 11 of Block 9 WESTVALE THIRD ADDITION, and of the benefitted properties, defined below.

The undersigned, owner of all the real property located in Block 9 of WESTVALE THIRD ADDITION, a Plat duly recorded in Book 3, 1992, plat records of Yamhill County, Oregon, adopts the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the "benefitted property", defined as Lots 1, 2, 9, 10 and 11 of Block 9, WESTVALE THIRD ADDITION.

These Covenants, Conditions and Restrictions shall constitute Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the land or any part of the land and shall inure to each owner of benefitted property and that owner's heirs, successors and assigns. These Covenants, Conditions and Restrictions shall not in any way reduce or change the Covenants, Conditions and Restrictions previously recorded against the entire WESTVALE THIRD ADDITION.

1. INSTALLATION, USE AND MAINTENANCE OF DRAINPIPE

A. There has been or will soon be installed a 6-inch drainpipe with access taps and cleanouts for the purpose of draining water into the municipal storm sewer system that would otherwise collect under houses to be built on the benefitted property.

B. The drainpipe is or shall be installed within a ten-foot wide area ("the Easement Area"), more particularly described in Exhibit "B".

C. The Easement Area may be used for the installation, location, repair, maintenance and, if necessary, replacement of the drainpipe, drainage line connections from the benefitted property to the drainpipe, cleanouts and other uses related to the drainpipe.

D. No owner of burdened property shall make any use of a burdened property within the easement area that is inconsistent or interferes with the placement, repair,
maintenance and use of the drainpipe described above.

E. Each benefitted property shall have the right to the common use of the drainpipe with the other benefitted properties and the right to run a drainage line to and tap into the drainpipe within the easement area.

F. The owner of each burdened property shall, upon request of the owner of any benefitted property, execute and deliver, in form suitable for recording, any and all documents which may be required in the future to insure that the drainpipe easement and maintenance provisions in this agreement are perfected and in full force and effect.

2. MAINTENANCE

A. The drainpipe shall be maintained to the quality and condition in which it is initially installed or subsequently upgraded. All benefitted properties shall share equally in the cost of maintenance, except that damage other than ordinary wear and tear caused by owners of burdened or benefitted property (or the agents, employees, invitees or anyone else on the easement with the permission of or for the benefit of that owner) shall be repaired by the owner of the property in question.

B. All repairs and maintenance shall be made promptly after the decision that such repairs and maintenance are needed.

C. Decisions as to the condition of the drainpipe at any given time, the necessity of repairs or maintenance work, the existence of disproportionate damage other than ordinary wear and tear and the cause of such damage, the length of time in which to make repairs and the decision as to who is to perform such repairs and maintenance shall be as agreed by the owners of the benefitted property. If the parties cannot agree within fourteen (14) days of the Request by one party, the matter shall be submitted to binding arbitration pursuant to procedures of the American Arbitration Association.

3. DURATION

A. These Covenants and Restrictions may not be changed without the written consent of the owners of all benefitted and burdened properties. No owner of any burdened or benefitted property shall take any action that will result in the changing or eliminating of these Covenants and Restrictions without the written consent of all other
owners of benefitted or burdened properties.

B. The conveyance of any benefitted or burdened property by the undersigned to a third party shall create, convey or reserve a perpetual non-exclusive easement for the purposes set forth in paragraph 1 above for the benefit of the benefitted properties and burdening the burdened properties. The easement shall also incorporate the provisions concerning maintenance in paragraph 2 above.

4. ENFORCEMENT

A. These restrictions shall be for the protection and benefit of each owner of any portion of the benefitted or burdened property. Any such person shall have the right, at law or in equity, to enforce the restrictions. It is not implied nor at any time with the City of McMinnville be responsible for the enforcement of these restrictions.

B. Invalidation of any of these Covenants, Restrictions or Conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

DATED this 24th day of February, 1993.

Raymond C. Kauer

STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me this 22nd day of February, 1993.

Tracy D. Piatak
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-29-96

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EXHIBIT B

-----A part of Block 9, WESTVALE THIRD ADDITION, in the City of McMinnville, Yamhill County, Oregon, said part being a strip of land 5 feet in width on either side of the following described centerlines identified as #1 and #2 below:

CENTERLINE NO. 1: Beginning at a point on the North line of Lot 1, Block 9, in said WESTVALE THIRD ADDITION that bears North 89°59'31" West a distance of 5 feet from the Northeast corner of said Lot 1; thence South 89°59'31" East along the lot lines common to Lots 1, 2, 11, 9 and 10 in said Block and Addition to a point on the lot line common to Lots 9 and 10 aforesaid that bears South 89°59'31" East a distance of 5 feet from the Southwest corner of said Lot 9 and the Northwest corner of said Lot 10 and the point of terminus of the easement centerline.

CENTERLINE NO. 2: Beginning at the point of intersection of the East line of Lot 3 in said Block 9 and the North line of a 7.50 foot storm drain easement as depicted and shown on the recorded plat of WESTVALE THIRD ADDITION; said point also being North 00°00'29" East of the Southeast corner of said Lot 3; thence South 00°00'29" West along the lines common to said Lots 2, 3, 8, 9, 10 and 11 to a point on the line common to said Lots 10 and 11 that bears South 00°00'29" West a distance of 5 feet from the Northeast corner of said Lot 11 and the Northwest corner of said Lot 10 and the point of terminus of the easement centerline.-----

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