DECLARATION OF COVENANTS AND
DEED RESTRICTIONS OF
WILLAMINA ORCHARD TRACTS

DECLARATION, made on the date hereinafter set forth, by
Standard Growth Properties, Inc., hereinafter referred to as
"Declarant;"

WITNESSETH:

WHEREAS, declarant is the owner of certain property
in Yamhill County, State of Oregon, which development is known
as WILLAMINA ORCHARD TRACTS, and is more particularly described as:

WILLAMINA ORCHARD TRACTS, a subdivision situated
in Section 31, Township 5 South, Range 6 West and
Section 6, Township 6 South, Range 6 West, Willamette
Meridian, Yamhill County, State of Oregon.

WHEREAS, declarant will convey the said properties,
subject to certain protective covenants, conditions, and deed
restrictions, as hereinafter set forth;

NOW, THEREFORE, declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject
to the following restrictions, covenants, conditions, and deed restric-
tions, all of which are for the purpose of enhancing the value,
desirability and attractiveness of the real property and for the pur-
pose of keeping said development desirable, uniform and suitable in
architectural design and use as herein specified. These covenants,
restrictions and conditions shall run with the real property and
shall be binding on all parties having or acquiring any right, title
or interest in the described properties or any part thereof, and
shall inure to the benefit of each owner thereof.

1. Proposed Plans. No dwelling house or other house or
structure shall be erected until the plans and specifications with
the proposed site therefore have been submitted to and have re-
ceived written approval from a Board of Inspectors that will con-
sist of a panel under supervision of Standard Growth Properties,
Inc. of agent.

2. Construction Completion Time. All construction com-
-menced upon said property shall be completed within one year from
the date of commencing the construction upon said property.

3. Building Location. No building shall be located on
any lot nearer to the front line or nearer to the side street line
than the minimum building set-back lines according to the building code of the City of Willamina. In any event, no building shall be located in any lot nearer than twenty-five (25) feet from the front lot line, or nearer than eight (8) feet to any side street line. No building shall be located nearer than one (10) feet to the rear lot line. For the purpose of this covenant, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. 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 a nuisance to the neighborhood.

5. Temporary Structure. No structure of a temporary character, basement, tent, shack, garage, barn, trailer or other outbuilding shall be used on any lot at any time.

6. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

7. Building Type. With the exception of areas specifically designated by the City of Willamina for multifamily units, commercial area or common properties, no building may be erected or maintained on any building site except one single family dwelling house not more than two (2) stories in height, designed for occupancy by not more than one family, together with a private garage, which garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

8. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
9. Trees and Hedges. All trees, hedges, shrubs, flowers or grass growing on a lot shall be maintained and cultivated so that insects, pests, and diseases shall not be a menace to other trees, hedges, flowers or lawns of surrounding properties and so that the lot is not detrimental to the neighborhood as a whole.

10. Fences and Walls. No fence, hedge, wall or other dividing instrumentality over six (6) feet high shall be constructed or maintained on any lot or any boundary line of any lot.

11. Rights of Declarant, Its Successors and Assigns. Standard Growth Properties, Inc. or agent shall have the right at all times to enter upon any lot or parcel of property that is vacant and unplanted or unattended, by the owner thereof, after reasonable notice to the owner thereof, and at the expense of Standard Growth Properties, Inc., plant or replant, trim, cut back, remove, replace, cultivate or maintain hedges, trees, shrubs, plants or lawns. Standard Growth Properties, Inc., or agent also has the same right to enter upon any occupied lot or parcel in the tract, and after reasonable notice to the owner thereof, and to the party or parties in possession thereof, and at the expense of Standard Growth Properties, Inc., or agent to perform the same work with respect to trees, shrubs, plants, or lawns; and to clean, paint, repair, replace and generally maintain the exterior of the residential building and improvements thereof and to keep said lot or parcel and the residential building and improvements thereon in neat and good order to conform with the general attractive character of the area.

12. Expenses. Any and all expenses which may be incurred by Standard Growth Properties, Inc., or agent, in the performance of the acts specified in Item No. 11 of the restrictions shall be a charge against the owner of the lot or parcel upon which such acts are performed.

13. Street Maintenance. All owners or contract purchasers of any lot, parcel or tract of land within Willamina Orchard Tracts shall be financially responsible on a per foot frontage basis of the road, for any annual maintenance and upkeep incurred for maintenance for roads within the subdivision. The lot owners and/or contract purchasers of any lot within the subdivision can request that the developer do the maintenance and charge the lot owner accordingly, or the lot owner can form an association for maintenance and upkeep of roads and streets within the subdivision. This provision is applicable until such time as the roads in the subdivision are dedicated to the County.

14. Enforcement. Declarant, its successors or assigns, or any owner of the lots herein shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants and charges now or hereinafter imposed by the
provisions of this declaration, and the prevailing party shall be entitled to reasonable attorney's fees and its costs and disbursements. Failure by the declarant, its successors or assigns or by any owner herein to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. Amendments. The covenants, restrictions and conditions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the declarant, its successors or assigns or the owner of any lot subject to this declaration, their respective legal representatives, heirs, successors, assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the lot owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the lot owners. Any amendment must be properly recorded in the County records.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 20th day of August 1970.

STANDAR GROWTH PROPERTIES, INC.

By Louis K. Jordan, Vice President

STATE OF OREGON

ss

County of Multnomah

On this 20th day of August 1970, personally appeared Louis K. Jordan, who being duly sworn, did say that he is the Vice President of Standard Growth Properties, Inc., and that said instrument was signed in behalf of said corporation as its voluntary act.

Notary Public for Oregon
My commission expires: Dec 13 1970

Declarator of Covenants and Deed Restrictions of Willamina Orchard Tracts 4995

Filed Aug 21, 1970
JACK BECKER, COUNTY CLERK

Deputy
WILLAMINA ORCHARD TRACTS

State of Oregon, County of Yamhill
In the name of the People of the State of Oregon, And in the name of the United States of America

This deed, solemnly declared and executed, doth certify to the heirs, successors, and assigns of the Grantor, the recording of the following tract of land:

Description:

The tract of land described in the above deed is situated in the County of Yamhill, State of Oregon, and is more particularly described as follows:

The tract of land is bounded on the north by County Road, on the south by the NW corner of the tract described in the above deed, on the east by the SW corner of the tract described in the above deed, and on the west by the NE corner of the tract described in the above deed.

This tract of land contains 5 acres, more or less.

Signed:

[Signature]

County Recorder

[County Recorder's Seal]

[County Recorder's Signature]

[Date of Recording]

[County Recorder's Name]