DECLARATION OF CONDITIONS AND RESTRICTIONS

FOR

Woodford Meadows Subdivision, South Davis St.,
McMinnville, Oregon. 97128

TO THE PUBLIC DEED RECORDS

1) The undersigned do hereby certify and declare that the following reservations, conditions, covenants and agreement shall become and hereby are made a part of all conveyances of property owned by the undersigned owners, within the Subdivision of Woodford Meadows, as the names appear in the Plat filed in Cabinet A, Slide 164, Record of Plats in Yamhill County, Oregon, of which conveyances and agreements shall become a part by reference hereto and to which it shall thereupon apply as fully and with the same effect as if set forth at large therein, but excepting from the terms and provisions of this Declaration Lots 4 and 7, Block 3; Lot 2, Block 1; Lot 7, Block 2; and Lots 1 and 8, Block 4 in said Plat heretofore conveyed to Wilbur Hay, et ux.

2) No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot (except on duplex lots) other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.

3) The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story for single family dwellings. These area limits shall not apply to Lot 3, Block 1.

4) An easement over and across all land situated within 5 feet of the side and rear lines of each lot or residential building tract for the installation and maintenance of utilities and drainage facilities is hereby reserved. The rear 5 feet and side 2½ feet of each lot is hereby reserved for surface drainage.

5) 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 to neighbors.

6) No structure of a temporary character, trailer, basement, shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
7) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other house- hold pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

8) Lot and Block Grading and Drainage and Minimum Foundation on individual homes to be built in this subdivision shall be in compliance with lot and block drainage plans as established by the undersigned owner-developers, said plans being hereby incorporated by reference and made part of this Declaration. (Said plans available upon request to developer and/or Pioneer Nat'l Title Ins. Co.)

9) No carports shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages.

10) There shall not be stored or kept upon lots in this develop- ment in open and plain view any old, nonusable motor vehicles, of any type, or any such motor vehicle which has been stripped or which would be considered junk. Nor shall any of said lots be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

11) No garbage, trash or refuse will be allowed to accumulate on any property contained in this development.

12) All lots are to be landscaped to at least FHA standards (approximate cost $500). Street trees placed by developer or house construction contractor adjacent to sidewalk shall be main- tained by homeowner or replaced by some species tree if tree becomes diseased.

13) Mailboxes to be mounted and thereafter maintained on 8" x 8" pressure treated lumber posts set in 8" x 8" slots in sidewalk which shall be placed in sidewalk by house construction contractor during placement of sidewalk. Location of mailboxes shall be at designations specified on lot and block grading plan.

14) 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 thirty 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.
15) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

16) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

17) Note that duplex is herein defined as two single family dwellings joined by a common wall.

[Signature]
Dated: February 6, 1978
Developers:

By: ____________________________

State of Oregon
County of ____________ as

Personally appeared ____________, who are the owners and developers of the Woodford Meadows Subdivision and acknowledged before me the foregoing instrument to be their voluntary act and deed.

______________________________
Notary Public
My Commission expires ____________

[Seal]

[Signature]
INSTRUMENT

We, the undersigned, are the owners, mortgagees, and contract purchasers of certain property in WOODFORD MEADOWS, a duly platted subdivision in McMinnville, Yamhill County, Oregon. The property which is subject to this instrument is all the property in such subdivision which is also subject to tenants restrictions and other matters contained in an instrument recorded on November 6, 1978, in film volume 134, page 680, Deed and Mortgage Records, Yamhill County, Oregon.

By this instrument, we the undersigned declare that the covenants, restrictions and other matters contained in the instrument recorded in film volume page 134, page 680, Deed and Mortgage Records, Yamhill County, shall be of no further effect, and null and void.

Anthony E. Bell
Lillian A. Bell by Anthony E. Bell
Lillian A. Bell
By Anthony E. Bell, Attorney-in-fact
George Schult
David Schult
Dorothy Schult
William M. Davies

First Federal Savings and Loan, an Oregon Corporation
By

FACOSCO, Inc., an Oregon Corporation
By

David J. Wall
STATE OF OREGON,

County of Yamhill

On this the 29th day of December, 1978, personally appeared Anthony E. Bell, who, being duly sworn (as affirmed), did say that he is the attorney in fact for Lilian A. Bell and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Commission expiration date: 8-8-82 Notary Public for Oregon

COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 6th day of June, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE SCHULZ, AND DOROTHY SCHULZ known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires

COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 4th day of Oct., 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM W. DAVIES, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires 4-21-80
STATE OF OREGON, 
COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 29th day of Dec., 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ANTHONY J. BELL, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 1-4-82

STATE OF OREGON, 
COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 21st day of June, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE SCHULZ and DOROTHY SCHULZ known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires

STATE OF OREGON, 
COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 21st day of Dec., 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM W. DAVIES, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 4-21-82
STATE OF OREGON, )
COUNTY OF YAMHILL) ss.

On this 28th day of December, 1978, before me appeared
Vincent Meekers and Mary J. Davies, both to me personally known,
who being duly sworn, did say that he, the said Vincent Meekers
is the President, and he, the said Mary J. Davies is the Secretary
of First Federal Savings and Loan, an Oregon Corporation, the
within named Corporation, and that the seal affixed to said instru-
ment was signed and sealed in behalf of said Corporation by author-
ity of its Board of Directors, and Vincent Meekers and Mary J. Davies
acknowledged said instrument to be the free act and deed
of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix-
ed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires October 16, 1979

STATE OF OREGON, )
COUNTY OF YAMHILL) ss.

On this 28th day of December, 1978, before me appeared
Randall S. Hartzell and Walter L. Stahnecker, both to me personally known,
who being duly sworn, did say that he, the said Randall S. Hartzell
is the President, and he, the said Walter L. Stahnecker the Secretary
of YACOSCO, INC., an Oregon Corporation, the within named Corp-
oration, and that the seal in behalf of said Corporation by author-
ity of its Board of Directors, and Randall S. Hartzell and Walter L. Stahnecker
acknowledged said instrument to be the free act and deed
of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix-
ed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
STATE OF OREGON,  
COUNTY OF YAMHILL.

BE IT REMEMBERED, That on this 24th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jean Voss, known to me to be the identical individual described in and who executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 8-6-82

STATE OF OREGON,
COUNTY OF YAMHILL

BE IT REMEMBERED, That on this 4th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named David J. Wall, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 8-6-82

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