

✓ DECLARATION OF RESTRICTIONS AND COVENANTS

for

BEND-O-RIVER VILLAGE

This declaration is made this 7th day of September, 1976,
 by GEORGE A. DUNN and NANETTE DUNN, husband and wife, and BEND O'
 RIVER BUILDERS, INC., an Oregon corporation, herein called Developers,

WITNESSETH:

WHEREAS, Developers are the owners of the real property described as "Bend-O-River Village" as shown by the duly recorded plat thereof of record in the office of the County Clerk of Yamhill County, Oregon, and intend to develop said real property and sell lots and building sites thereon subject to certain restrictions, conditions, reservations and covenants hereinafter referred to as "protective restrictions", to preserve values and the enjoyment of said development,

THEREFORE, the Developers hereby declare that protective restrictions are hereby imposed on said real property as follows:

ARTICLE I

Easements

Section 1:

The Developers preserve for the benefit of said real property those areas designated on said plat of Bend-O-River Village as easements and rights of way for the purpose of constructing utilities, including but not limited to streets, sewers, water, power, gas and telephone for the benefit of all lot owners in said tract.

ARTICLE II

Building Restrictions

Section 1:

The minimum number of square feet in a detached single family

residence shall be not less than 1300 square feet, and the minimum number of square feet in a duplex shall be 1600 square feet of living area.

Section 2:

The minimum side yard requirements and front and rear yard setback requirements shall be those established by Ordinance No. 3747 of the City of McMinnville, Oregon.

Section 3:

Carports shall be permitted, but provision shall also be made for entirely enclosed parking facilities for vehicles.

Section 4:

Construction shall begin upon lots within one year of the purchase of the property from the Developers; otherwise, the property shall revert to the Developers at the initial purchase price of the property.

Section 5:

Construction of the exterior portion of any building shall be completed within one year from the date construction starts.

Section 6:

Composition roofing or siding is prohibited.

Section 7:

All exposed sheet metal with the exception of copper shall be painted.

ARTICLE III

Section 1:

No domestic animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised thereon for commercial purposes,

or in unreasonable numbers, and which are reasonably controlled so as not to be a nuisance to other lot owners.

Section 2:

No mobile home, permanent or temporary, or temporary structure shall be allowed in the development with the exception of a construction-type of mobile home to be used only during the period of construction.

Section 3:

No camper, motor home, travel trailer or boat shall be left on a driveway or street for purposes of cleaning, loading or unloading for a period in excess of three days. When stored permanently on the lot, such equipment shall be completely screened from view from all directions.

Section 4:

No commercial business of any type shall be established or operated from said development except that the existing clinic and residence now located on Lot 3 of Block 1 may be utilized as a professional building.

Section 5:

There shall not be stored or kept upon said lots or tract in open, plain view any non-useable motor vehicles of any type or any such motor vehicle which has been stripped or which would be considered junk. None of said lots or tracts shall be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

Section 6:

Not more than one family shall be allowed to dwell in a single unit family dwelling with the exception of overnight guests or temporary visitors.

Section 7:

No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with any other residents' use of their property.

ARTICLE IV

General Provisions

Section 1:

Enforcement - If the parties hereto, or any of them, or any lot owners or their heirs or assigns or any persons claiming under them shall violate or attempt to violate any of the restrictions and covenants contained herein, it shall be lawful for the Developers or for any person or persons owning any property situated in said subdivision to prosecute any proceedings at law or in equity against such person or persons violating or attempting to violate any such restriction or covenant and either to prevent him or them from so doing or to recover damages for such violation.

Section 2:

Severability - Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 3:

Amendments - The covenants, easements and restrictions contained herein are to run with the land and shall be binding on all parties and all persons claiming under them, for a period of thirty (30) years from the date of recording this declaration, at which time said covenants, easements and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to

retain said covenants, easements and restrictions.

The covenants and restrictions of this declaration may be amended by an instrument signed by not less than 90% of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by 100% of the owners of said property, including the Developers.

DATED this 7th day of September, 1976.

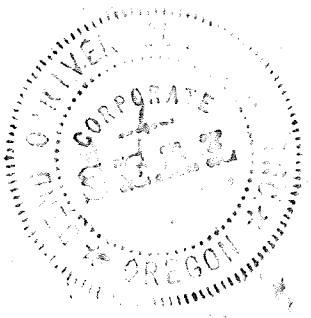
George A. Dunn
George A. Dunn

Nanette J. Dunn
Nanette Dunn

BEND O' RIVER BUILDERS, INC.

By George A. Dunn President

By Nanette J. Dunn Secretary



STATE OF OREGON)
County of Yamhill) ss.

BE IT REMEMBERED, That on this 7th day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE A. DUNN and NANETTE DUNN, known to me to be the identical individuals 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.

Alvitt Blumstein
Notary Public for Oregon
My Commission Expires: 5-17-1978



STATE OF OREGON)
)
County of Yamhill) ss.

On September 7th, 1976,

Personally appeared GEORGE A. DUNN and NANETTE DUNN, who being duly sworn, each for himself and not one for the other, did say that the former is the President and that the latter is the Secretary of BEND O' RIVER BUILDERS, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said 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:

Elliott R. Curran
Notary Public for Oregon
My Commission Expires: 5-17-1978

STATE OF OREGON }
County of YAMHILL } 99 : 45621

I, Wanda Catt, County Clerk in and for said County and State, do hereby certify that the within instrument of Writing was received and has been by me duly recorded on Page 1315 of Film Vol. 114 of the Records of Deed for said County, on this 10 day of Sept A.D. 1976, at 1:15 o'clock P.M.

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In testimony whereof I have hereto subscribed my name and affixed my Official Seal
Wanda Catt, County Clerk

By *Opal S Hart*
Deputy

RETURN TO:
PNTI

