

After Recording Return To:
Joseph O'Halloran
23575 NE Old Yamhill Rd
Newberg, OR 97132

DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
APPLICABLE TO GOPHER VALLEY PROPERTY

Whereas Joseph O'Halloran and Jamie O'Halloran, hereinafter referred to as the declarant, are the owners of certain real property located in Yamhill County, in the State of Oregon, known as Gopher Valley a duly recorded plat.

SEE "LEGAL DESCRIPTION" ATTACHED HERETO.

Whereas the declarant wishes to declare of public record its intentions to create certain restrictive conditions and covenants to ownership of said property.

Therefore, the declarant does hereby certify and declare that the following restrictions, conditions and covenants shall become and are hereby made a part of all conveyance of parcels within the plat recorded in the recorder's office of Yamhill County, State of Oregon, and that the following restrictive, conditions, and covenants, shall by reference become a part of any such conveyance and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I
PROPERTY SUBJECT TO THERE COVENANTS

(1) INITIAL DEVELOPMENT

Declarant hereby declares that all the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to these covenants.

ARTICLE II
RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

No building shall be erected, altered, placed or permitted to remain on any parcel other than one detached single-family dwelling, modular, or new manufactured home not to exceed two and one half (2 ½) stories or thirty-five feet (35') in height. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of the use structures is in conformity with the applicable county regulations and is compatible in design and decoration with the residence constructed on such parcel.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any parcel in the normal course of construction.

All buildings constructed shall conform to existing Yamhill County building and zoning codes.

(2) DWELLING SIZE AND SETBACKS

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand five hundred (1500) square feet. There shall be a minimum building setback of thirty (30) feet from property line. New Manufactured Homes or Modular Homes with thirty (30) feet building setback are allowed.

(3) EASEMENTS

For installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(4) NUISANCES

No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(5) PARKING

Parking of non-derelict boats, trailers, motorcycles, large trucks, truck campers and the like equipment shall be within the confines of owners' parcel. No parking of any kind shall be allowed on roadway.

(6) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked on any parcel more than fourteen (14) days. No more than one (1) recreational vehicle in working condition on property at one given time. Guests can bring an additional recreational vehicle in working condition on property at one given time for a period not to exceed 14 days.

(7) SIGNS

No signs shall be erected on any parcel except that not more than one "FOR SALE" sign placed by owner, the declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any parcel. This restriction shall not prohibit the temporary placement of "political" signs.

(8) TEMPORARY STRUCTURES

Tents used for recreational purposes will be limited to seven (7) consecutive days.

(9) LIVESTOCK AND POULTRY

Pets or animals may be kept on the premises, they must be contained on their owners land and they must be limited in number, maintained, in clean healthy quarters and kept reasonably quiet so that they are not a nuisance to the neighbors.

(10) Garbage

No parcel or open space shall be used or maintained as a dumping or burial ground for rubbish, trash, garbage, or other waste.

(11) BUSINESS AND COMMERCIAL USES

No goods, equipment vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside of the house or garage on any parcel excepting the right of

any homebuilder and the declarant to construct residences on any parcel, to store construction equipment and materials on said parcel in the normal course of said construction. After commencing construction, homes must be completed within one (1) year.

(12) EXTERIOR MATERIALS AND FINISHES

Each dwelling shall be constructed with a minimum square footage per Article II, Section 2, fully finished, excluding non-habitable appurtenances as garages or enclosed porches.

ARTICLE III
GENERAL PROVISIONS

(1) TERMS

These covenants are to run with the land and shall be binding on all parties.

(2) ENFORCEMENT

Should any person violate or attempt to violate any of the provisions of these covenants, any person or persons owning any real property embraced within this plat, including the declarant, at its or their option, shall have full power and authority to prosecute and proceeding at law or in equity against the person or persons violating or attempting to violate any of said covenants, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

(3) EXPENSES AND ATTORNEY'S FEES

In the event any person or persons owning any real property embraced within the plat of Gopher Valley, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such or action, including such or action. Including such amounts as the court may determine to be reasonable attorney fees at trial and upon any appeal thereafter.

(4) SEVERABILITY

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

(5) LIMITATION OF LIABILITY OF DECLARANT

Neither declarant nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act of declarant in performing its duties or rights hereunder, provided that, declarant has in accordance with actual knowledge possessed by it, acted in good faith.

In witness whereof, the undersigned being the declarant herein, has hereunto set its hand on this

_____ day of _____, 20_____.

Signature_____

Printed Name: _____

Signature _____

Printed Name: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20____, by: _____.

Signature _____

Printed Name: _____

Exhibit A – “Legal Description”