CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

ABBEY RIDGE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR
ABBEY RIDGE, YAMHILL COUNTY, OREGON (the “Declaration”) is hereby
made executed this 21ST day of March, 2006, by Coyote Homes Inc.

WITNESSETH:

WHEREAS, Developer is the owner of all that certain real property located in
Yamhill County, Oregon and legally described as Lots 1 through 13 Abbey Ridge and
has been platted and designated as Abbey Ridge according to the map and plat thereof
on file with the official records of Yamhill County, Oregon.

WHEREAS, Developer desires to subject lots 1 through 13, Abbey Ridge to the
conditions, covenants and restrictions contained herein for the benefit of all the lots in
Abby Ridge and their present and subsequent Owners.

NOW, THEREFORE, Developer hereby declares lots 1 through 13 Abbey
Ridge are and shall be held upon and conveyed subject to covenants, conditions,
restrictions, reservations and charges hereinafter set forth.

SECTION 1 – DEFINITIONS

The following words and terms, when used in this Declaration, and
supplemental Declarations, or any changes, amendments or modification hereto, shall
have the following meanings:

1.1 “Lot” shall mean and refer to any of the numbered parcels shown on
any recorded subdivision map or plat of Abbey Ridge.

1.2 “Owner” shall mean and refer to the Owner of record, whether one
or more persons or entities, of an interest in and to any Lot which is part of Abbey
Ridge, including contract sellers, but excluding those having such interest merely to
secure performance of an obligation (“Collective Owner”)

1.3 “Street” shall mean and refer to any street or other thoroughfare
providing a means of access and shown of any recorded subdivision map or plat of
Abbe Ridge.
1.4 "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constitute one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

SECTION 2 – COMMON SCHEME RESTRICTIONS

The following restrictions are hereby imposed as a common scheme upon each Lot of Abbey Ridge for the benefit of every other Lot in Abbey Ridge and may be enforced by any Owner of Abbey Ridge.

2.1 No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

2.2 No animals, poultry or fowl of any kind shall be raised, kept or permitted upon any Lot or in any part of Abbey Ridge except:

2.2.1 Domestic dogs, cats and caged pet birds provided such are not a nuisance to any resident within Abbey Ridge. Caged pet birds shall be kept within a House.

2.2.2 Lots 1 through 13 may have one (1) horse or cow for each acre, or part thereof, of area in the lot. Any allowed horse(s) or cow(s) shall be kept within an appropriate enclosure constructed for the specific purpose of corralling and housing said horse(s) or cow(s). All such enclosures shall be located behind the House.

2.2.3 No permitted animal shall be allowed to become a nuisance to any resident within Abbey Ridge.

2.2.4 All dogs, cats, horses, cows and birds are not to be kept, bred or raised for commercial purposes or be in unreasonable numbers.

2.3 No Lot or any area in or part of Abbey Ridge shall be used for the purpose of exploring for, taking therefrom or production therefrom, gas, oil or any other hydrocarbon or mineral substance.

2.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of Abbey Ridge, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of Abbey Ridge as a high-class residential neighborhood.
2.5 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Abbey Ridge and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until full completion. All exterior and visible portions of all Houses, buildings, fences, walls or other Structures placed on any Lot, in any area in or part of Abbey Ridge shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Developer. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area or part of Abbey Ridge without the express written approval of the Developer. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are exclusively incidental to the sale of Lots and construction and sales of Houses upon any Lot, any area inn or part of Abbey Ridge provided such have been specifically approved by the Developer.

2.6 No trucks rated in excess of one(1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed or maintained for any purpose on any Lot or in any part of Abbey Ridge, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pickups or deliveries within Abbey Ridge nor prohibit or restrict trucks of commercial vehicles that are necessary for the construction of Houses, other buildings or future development by the Developer to include to road construction, land clearing, tree removal, etc, or the maintenance thereof within Abbey Ridge. Activity or usage in connection with construction projects shall be limited to later than 6:00 a.m. and prior to 7:00 p.m. of Monday through Saturday 6:00 a.m. to 7:00 p.m. Sundays of any week.

2.7 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of Abbey Ridge for any period of time in excess of fourteen (14) days in any calendar year except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and such a manner that is not a nuisance to any Owner or will detract from the value of Abbey Ridge. No boat, bus, recreational vehicle or inoperable automobile shall be placed, stored or parked on any Lot, or in any part of Abbey Ridge at any time unless enclosed or screened from public view.

2.8. Each Lot will have adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder.
2.9 Television, radio aerials or antennas shall not be permitted upon Lot, House or any part of or area in Abbey Ridge. Satellite receivers and dishes shall be permitted upon any Lot, House or any part of or area in Abbey Ridge only if such are screened from view of any Street. All utilities shall be installed underground.

2.10 No, Lot, or area or part of Abbey Ridge shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within Abbey Ridge for not more than twenty-four (24) hours in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of any such waste shall be maintained and operated in a safe and sanitary manner and not cause or be any form of nuisance to any resident in Abbey Ridge. Trimmings, cuttings, and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in Abbey Ridge.

2.11 No Lot, or areas in part of Abbey Ridge shall have a clothesline or other such similar device or structure located as to be visible from any Street in Abbey Ridge. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Developer. No changes or alterations to such scheme are permitted without the prior consent of the Developer.

2.12 No trees of a diameter of six inches or more may be removed from any Lot without the prior approval of the Developer. Provided, however, trees greater than six inches in diameter may be removed without Developer’s approval when they are diseased or pose an immediate danger to persons or property, or are within a tree’s length of an existing or proposed building. In all instances of tree removal, an owner shall comply with all governmental regulations.

2.13 Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify of interfere with, the established drainage pattern and grades, slopes and courses related to over any Lot without the express written permission of the Developer, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on it within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.
SECTION 3 – SPECIFIC BUILDING RESTRICTIONS.

3.1 No House, garage, fence, wall or other structure or building upon any Lot, or in any area or part of Abbey Ridge shall be erected or constructed unless and until a complete set of plans and specifications therefore has been submitted to, reviewed and approved in writing by the Developer. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the House, building or structure to be erected that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

3.2 No construction or other work on, alterations to, or activity related to such construction or other work for or to any House, building or structure on, or to be erected or constructed on any Lot or any area in or part of Abbey Ridge shall be undertaken unless and until the Developer has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Developer harmless from any claim, loss or liability, including reasonable attorneys’ fees arising from or relating to such work.

3.3 In the event the Developer or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of the Section will be deemed to have been fully complied with.

3.4 Any agent, officer, employee, or designee of the Developer may, after reasonable notice and during normal business hours or at other reasonable time, enter into and inspect and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

3.5 The Developer may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliances with the terms or conditions or prior authorization or approval to be terminated immediately, or changes or corrections make as to make such construction or maintenance work comply with the terms conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Developer to terminate such construction or maintenance work, to direct owner to order changes or modifications thereto and owner agrees to respond promptly to requests for changes or corrections to comply with objections of the Developer.
3.6 The following standards shall apply to and be enforced for any House, Building or structure erected, constructed or maintained in Abbey Ridge.

3.6.1 Roof Materials. The exterior surfaces of the roofs of all Houses shall be cedar shake, tile materials or Architectural Composition as approved by the Developer.

3.6.2 Exterior Siding Materials, Trim and Other Features. The principal exterior surfaces, except roofs and windows, of all Houses in Abbey Ridge shall be compromised or constructed of cedar, fir, brick, L-P inner Seal Hardi board or equivalents thereof. In no event shall any exterior siding material that is principally comprised or constructed of plywood or vinyl applied to the exterior surface of any House, accessory building or other structure in Abbey Ridge. Upon approval of the Developer limited amounts of stucco shall be allowed. Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

3.6.3 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or not painted or anodized in a manner and color acceptable to the Developer.

3.6.4 Nature of Construction. All houses erected or constructed in Abbey Ridge shall be of “double-wall” construction and utilize construction materials and procedures consistent therewith.
3.6.5 Landscaping. Not more than six (6) months after the substantial completion of any House erected or constructed in Abbey Ridge, the yards of the Lot upon which said House has been erected or constructed that are visible from any Street, shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the Developer according to the provisions of this Section. Owners are strongly encouraged to use sod for the planting of lawns. Not more than twelve (12) months after the substantial completion of any House erected or constructed on Lots 1 through 13 of Abbey Ridge the yards of said lots upon which a House has been erected or constructed that are not visible from any Street shall be fully and completely landscaped, except where portions of the Lot that remain untouched during erection or construction are to remain in their natural state as indicated in the originally submitted plans and specifications. No review or approval of the non-visible yard landscaping by the Developer is required. At all time after substantial completion of the construction of a House on a Lot in Abbey Ridge and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon written approval of the Developer. All landscaping installed in and on any Lot in Abbey Ridge shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in Abbey Ridge shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in Abbey Ridge. Additional clearing and tree removal is not to be restricted by this Section. It is required that each Lot owner landscape and maintain the area of Lot to Street Pavement.

3.6.6 Minimum Area of Houses. The total square footage of any House excluding open porches, decks, and garages shall not be less than 2700 square feet. The minimum square footage of the main floor of any multiple story House shall not be less than 1,000 square feet.

3.6.7 Garages. All houses shall include a car garage with room for at least two cars. No carports shall be allowed. The entrances to all garages shall be on a side not facing the Street, unless the design of the garage entrances is approved for Street exposure by the Developer.

3.6.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Abbey Ridge is thirty (30) feet from property lines, unless approved by the Developer.

3.6.9 Height Restrictions. Stated County height restrictions apply to all Lots. Prior to construction, Developer must approve of location of home to be built.
3.6.10 Driveways to be Paved. All driveways from the Street to the House shall be paved. No dirt or gravel driveways shall be permitted except temporarily during construction of the house.

3.6.11 Design and Style of Houses, Out Buildings and other Structures. Houses, out buildings, detached garages, barns and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out buildings, detached garages, barns or any other structures erected, constructed or maintained in Abbey Ridge shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Yamhill County and the State of Oregon.
3.6.12 Guidelines and Discretion. The Developer shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Developer in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if such proposed improvements or other matter under jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for Abbey Ridge. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Developer believes to be relevant, may be taken into account by the Developer in determining whether or not to approve any proposed improvement or other matter under their jurisdiction.

3.6.13 Non-Waiver. Approval or disapproval by the Developer of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Developer to grant or withhold approval as to any similar matter thereafter proposed or constructed.

3.6.14 No Liability. The Developer, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Developer.

SECTION 4 – EASEMENTS.

Developer hereby grants and reserves unto itself, its successors and assigns; and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Abbey Ridge recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to wells, water, storm, gas, telephone, electricity, and a master or cable television system.

SECTION 5 – SIGNAGE.

5.1 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Abbey Ridge except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.
5.2 Section 1 of this Section shall not prohibit, limit or restrict Developer in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within Abbey Ridge as being for sale, lease or rent.

SECTION 6 – MAINTENANCE

6.1 Each Owner of any Lot in Abbey Ridge shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, structure, landscaping, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from Abbey Ridge being a high-class residential neighborhood.

6.2 The duty of every Owner of any Lot in Abbey Ridge as to maintenance shall extend and include the area between the property/easement line of any Lot and the nearest improved Street, including utility easements.

6.3 The Owners of all Lots in Abbey Ridge shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance to landscaping, such as mowing unsightly areas or pruning of planted trees or bushes, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for landscaping and maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for (30) days after presentment, may be recorded and will, upon recording, become a lien on such a Lot. Such lien may be enforced and foreclosed as provided in paragraph 9. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the Developer or the Developers assigns which will have the responsibility of effecting compliance.

SECTION 7 – AMENDMENTS OR MODIFICATIONS

7.1 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots in Abbey Ridge after seventy-five percent (75%) of the Lots in Abbey Ridge have been conveyed to Owners by the Developer.

7.2 Any and all amendments or modifications to this Declaration must be made in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.
SECTION 8 – DURATION

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefits of any and all Owners of Lots in Abbey Ridge, their legal representatives, heirs, successors and assigns for a term of (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any all amendments and modifications hereto shall be automatically and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period. The Developer maintains the right to change or modify covenants, conditions and restrictions until all lots in Abbey Ridge have been conveyed to third parties.

SECTION 9 – OTHER PROVISIONS

9.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

9.2 The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Developer, and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Developer, or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.

9.3 Any or all of the rights, powers and reservations of Developer contained herein may be assigned by Developer without any diminution of such rights, powers and reservations and without the prior consent of any Owner or Owners of any Lot or Lots in Abbey Ridge.

9.4 By the recording of this Declaration, each owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.
9.5 Neither Developer nor any successor, assign, employee, agent or other representative of Developer shall be liable to any Owner or to any other person for its enforcement of failure to enforce any provisions of this Declaration. Each owner, by acquiring such Owners' interest in a Lot, agrees to not bring any action or suit against Developer nor any successor, assign, employee, agent or other representative of Developer, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Developer and Developers' successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including without, without limitation, reasonable attorneys' fees arising out to the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

9.6 Mortgage Protection.

9.6.1 Notice. Upon written request to the Design Review Committee identifying the name and address of the Mortgagor and the legal description of the Lot, any Mortgagee shall be entitled to receive written notice of all decisions of the Design Review Committee that affect that Lot.

9.6.2 Consent Required. Except upon the approval of Mortgages holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

9.6.3 Voting;

9.6.4 Assessment, assessment liens, or subordination of liens;

9.6.5 Responsibility for maintenance and repair of the several portions of the property;

9.6.6 Imposition of any right of first refusal or similar restriction of the right of any Owners to sell, transfer of otherwise convey such Owners' Lots; and

9.6.7 Any provision which are for the express benefit of Mortgagees.
9.6.8 Termination. The approval of the holders of Mortgagees holding Mortgages on Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages shall be required for any termination of this Declaration. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required herein.

9.6.9 Limitation. The provisions of paragraph 9.6.2 are intended only to be a limitation on the right of the owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 7.

SECTION 10 – FUTURE DEVELOPMENT

In the event the Developer, Marc, Matt or Mike Willcuts develop any other residential properties within 1000' radius of Abbey Ridge, all Owners agree to waive any and or all their rights to protest or oppose said future developments.

IN WITNESS WHEREOF. Developer has caused this Declaration to be executed as of the date first written above.

Developer

Coyote Homes, Inc.

By: Marc Willcuts
President

ACKNOWLEDGEMENT

STATE OF OREGON )

COUNTY OF YAMHILL

On this 7th day of MARCH, 2002, did personally appear MARC E. WILLCUTS, who being duly sworn, did say that they are the identical persons named in the foregoing instrument and that they executed said instrument freely and voluntarily.

CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

ABBEY RIDGE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ABBEY RIDGE, YAMHILL COUNTY, OREGON (the “Declaration”) is hereby made executed this 21st day of March, 2006, by Coyote Homes Inc., Western Heritage Design, Inc. (Fra Western Design & Development, Inc.) and Stuart D. Brown & Jenna D. Brown.

WITNESSETH:

WHEREAS, Developer is the owner of all that certain real property located in Yamhill County, Oregon and legally described as Lots 1 through 13 Abbey Ridge and has been platted and designated as Abbey Ridge according to the map and plat thereof on file with the official records of Yamhill County, Oregon.

WHEREAS, Developer desires to subject lots 1 through 13, Abbey Ridge to the conditions, covenants and restrictions contained herein for the benefit of all the lots in Abbey Ridge and their present and subsequent Owners.

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1.2 “Owner” shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any Lot which is part of Abbey Ridge, including contract sellers, but excluding those having such interest merely to secure performance of an obligation (“Collective Owner”)

1.3 “Street” shall mean and refer to any street or other thoroughfare providing a means of access and shown of any recorded subdivision map or plat of Abbey Ridge.
1.4 "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constitute one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

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2.2.1 Domestic dogs, cats and caged pet birds provided such are not a nuisance to any resident within Abbey Ridge. Caged pet birds shall be kept within a House.

2.2.2 Lots 1 through 13 may have one (1) horse or cow for each acre, or part thereof, of area in the lot. Any allowed horse(s) or cow(s) shall be kept within an appropriate enclosure constructed for the specific purpose of corraling and housing said horse(s) or cow(s). All such enclosures shall be located behind the House.

2.2.3 No permitted animal shall be allowed to become a nuisance to any resident within Abbey Ridge.

2.2.4 All dogs, cats, horses, cows and birds are not to be kept, bred or raised for commercial purposes or be in unreasonable numbers.

2.3 No Lot or any area in or part of Abbey Ridge shall be used for the purpose of exploring for, taking therefrom or production therefrom, gas, oil or any other hydrocarbon or mineral substance.

2.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of Abbey Ridge, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of Abbey Ridge as a high-class residential neighborhood.
2.5 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Abbey Ridge and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until full completion. All exterior and visible portions of all Houses, buildings, fences, walls or other Structures placed on any Lot, in any area in or part of Abbey Ridge shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Developer. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area or part of Abbey Ridge without the express written approval of the Developer. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are exclusively incidental to the sale of Lots and construction and sales of Houses upon any Lot, any area inn or part of Abbey Ridge provided such have been specifically approved by the Developer.

2.6 No trucks rated in excess of one(1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed or maintained for any purpose on any Lot or in any part of Abbey Ridge, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pickups or deliveries within Abbey Ridge nor prohibit or restrict trucks of commercial vehicles that are necessary for the construction of Houses, other buildings or future development by the Developer to include to road construction, land clearing, tree removal, etc, or the maintenance thereof within Abbey Ridge. Activity or usage in connection with construction projects shall be limited to later than 6:00 a.m. and prior to 7:00 p.m. of Monday through Saturday 6:00 a.m. to 7:00 p.m. Sundays of any week.

2.7 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of Abbey Ridge for any period of time in excess of fourteen (14) days in any calendar year except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and such a manner that is not a nuisance to any Owner or will detract from the value of Abbey Ridge. No boat, bus, recreational vehicle or inoperable automobile shall be placed, stored or parked on any Lot, or in any part of Abbey Ridge at any time unless enclosed or screened from public view.

2.8. Each Lot will have adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder.
2.9 Television, radio aerials or antennas shall not be permitted upon Lot, House or any part of or area in Abbey Ridge. Satellite receivers and dishes shall be permitted upon any Lot, House or any part of or area in Abbey Ridge only if such are screened from view of any Street. All utilities shall be installed underground.

2.10 No, Lot, or area or part of Abbey Ridge shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within Abbey Ridge for not more than twenty-four (24) hours in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of any such waste shall be maintained and operated in a safe and sanitary manner and not cause or be any form of nuisance to any resident in Abbey Ridge. Trimmings, cuttings, and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in Abbey Ridge.

2.11 No Lot, or areas in part of Abbey Ridge shall have a clothesline or other such similar device or structure located as to be visible from any Street in Abbey Ridge. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Developer. No changes or alterations to such scheme are permitted without the prior consent of the Developer.

2.12 No trees of a diameter of six inches or more may be removed from any Lot without the prior approval of the Developer. Provided, however, trees greater than six inches in diameter may be removed without Developer’s approval when they are diseased or pose an immediate danger to persons or property, or are within a tree’s length of an existing or proposed building. In all instances of tree removal, an owner shall comply with all governmental regulations.

2.13 Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related to over any Lot without the express written permission of the Developer, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on it within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.
SECTION 3 – SPECIFIC BUILDING RESTRICTIONS.

3.1 No House, garage, fence, wall or other structure or building upon any Lot, or in any area or part of Abbey Ridge shall be erected or constructed unless and until a complete set of plans and specifications therefore has been submitted to, reviewed and approved in writing by the Developer. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the House, building or structure to be erected that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

3.2 No construction or other work on, alterations to, or activity related to such construction or other work for or to any House, building or structure on, or to be erected or constructed on any Lot or any area in or part of Abbey Ridge shall be undertaken unless and until the Developer has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Developer harmless from any claim, loss or liability, including reasonable attorneys' fees arising from or relating to such work.

3.3 In the event the Developer or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of the Section will be deemed to have been fully complied with.

3.4 Any agent, officer, employee, or designee of the Developer may, after reasonable notice and during normal business hours or at other reasonable time, enter into and inspect and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

3.5 The Developer may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliances with the terms or conditions or prior authorization or approval to be terminated immediately, or changes or corrections make as to make such construction or maintenance work comply with the terms conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Developer to terminate such construction or maintenance work, to direct owner to order changes or modifications thereto and owner agrees to respond promptly to requests for changes or corrections to comply with objections of the Developer.
3.6 The following standards shall apply to and be enforced for any House, Building or structure erected, constructed or maintained in Abbey Ridge.

3.6.1 Roof Materials. The exterior surfaces of the roofs of all Houses shall be cedar shake, tile materials or Architectural Composition as approved by the Developer.

3.6.2 Exterior Siding Materials, Trim and Other Features. The principal exterior surfaces, except roofs and windows, of all Houses in Abbey Ridge shall be comprised or constructed of cedar, fir, brick, L-P inner Seal Hardi board or equivalents thereof. In no event shall any exterior siding material that is principally comprised or constructed of plywood or vinyl applied to the exterior surface of any House, accessory building or other structure in Abbey Ridge. Upon approval of the Developer limited amounts of stucco shall be allowed. Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

3.6.3 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or not painted or anodized in a manner and color acceptable to the Developer.

3.6.4 Nature of Construction. All houses erected or constructed in Abbey Ridge shall be of “double-wall” construction and utilize construction materials and procedures consistent therewith.
3.6.5 Landscaping. Not more than six (6) months after the substantial completion of any House erected or constructed in Abbey Ridge, the yards of the Lot upon which said House has been erected or constructed that are visible from any Street, shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the Developer according to the provisions of this Section. Owners are strongly encouraged to use sod for the planting of lawns. Not more than twelve (12) months after the substantial completion of any House erected or constructed on Lots 1 through 13 of Abbey Ridge the yards of said lots upon which a House has been erected or constructed that are not visible from any Street shall be fully and completely landscaped, except where portions of the Lot that remain untouched during erection or construction are to remain in their natural state as indicated in the originally submitted plans and specifications. No review or approval of the non-visible yard landscaping by the Developer is required. At all time after substantial completion of the construction of a House on a Lot in Abbey Ridge and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon written approval of the Developer. All landscaping installed in and on any Lot in Abbey Ridge shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in Abbey Ridge shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in Abbey Ridge. Additional clearing and tree removal is not to be restricted by this Section. It is required that each Lot owner landscape and maintain the area of Lot to Street Pavement.

3.6.6 Minimum Area of Houses. The total square footage of any House excluding open porches, decks, and garages shall not be less than 2700 square feet. The minimum square footage of the main floor of any multiple story House shall not be less than 1,000 square feet.

3.6.7 Garages. All houses shall include a car garage with room for at least two cars. No carports shall be allowed. The entrances to all garages shall be on a side not facing the Street, unless the design of the garage entrances is approved for Street exposure by the Developer.

3.6.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Abbey Ridge is thirty (30) feet from property lines, unless approved by the Developer.

3.6.9 Height Restrictions. Stated County height restrictions apply to all Lots. Prior to construction, Developer must approve of location of home to be built.
3.6.10 Driveways to be Paved. All driveways from the Street to the House shall be paved. No dirt or gravel driveways shall be permitted except temporarily during construction of the house.

3.6.11 Design and Style of Houses, Out Buildings and other Structures. Houses, out buildings, detached garages, barns and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out buildings, detached garages, barns or any other structures erected, constructed or maintained in Abbey Ridge shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Yamhill County and the State of Oregon.
3.6.12 Guidelines and Discretion. The Developer shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Developer in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if such proposed improvements or other matter under jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for Abbey Ridge. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Developer believes to be relevant, may be taken into account by the Developer in determining whether or not to approve any proposed improvement or other matter under their jurisdiction.

3.6.13 Non-Waiver. Approval or disapproval by the Developer of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Developer to grant or withhold approval as to any similar matter thereafter proposed or constructed.

3.6.14 No Liability. The Developer, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Developer.

SECTION 4 – EASEMENTS.

Developer hereby grants and reserves unto itself, its successors and assigns; and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Abbey Ridge recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to wells, water, storm, gas, telephone, electricity, and a master or cable television system.

SECTION 5 – SIGNAGE.

5.1 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Abbey Ridge except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.
5.2 Section 1 of this Section shall not prohibit, limit or restrict Developer in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within Abbey Ridge as being for sale, lease or rent.

SECTION 6 – MAINTENANCE

6.1 Each Owner of any Lot in Abbey Ridge shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, structure, landscaping, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from Abbey Ridge being a high-class residential neighborhood.

6.2 The duty of every Owner of any Lot in Abbey Ridge as to maintenance shall extend and include the area between the property/easement line of any Lot and the nearest improved Street, including utility easements.

6.3 The Owners of all Lots in Abbey Ridge shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance to landscaping, such as mowing unsightly areas or pruning of planted trees or bushes, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for landscaping and maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for (30) days after presentment, may be recorded and will, upon recording, become a lien on such a Lot. Such lien may be enforced and foreclosed as provided in paragraph 9. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the Developer or the Developers assigns which will have the responsibility of effecting compliance.

SECTION 7 – AMENDMENTS OR MODIFICATIONS

7.1 This Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the Owners of Lots in Abbey Ridge after seventy-five percent (75%) of the Lots in Abbey Ridge have been conveyed to Owners by the Developer.

7.2 Any and all amendments or modifications to this Declaration must be made in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.
SECTION 8 – DURATION

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefits of any and all Owners of Lots in Abbey Ridge, their legal representatives, heirs, successors and assigns for a term of (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any all amendments and modifications hereto shall be automatically and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period. The Developer maintains the right to change or modify covenants, conditions and restrictions until all lots in Abbey Ridge have been conveyed to third parties.

SECTION 9 – OTHER PROVISIONS

9.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

9.2 The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Developer, and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Developer, or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.

9.3 Any or all of the rights, powers and reservations of Developer contained herein may be assigned by Developer without any diminution of such rights, powers and reservations and without the prior consent of any Owner or Owners of any Lot or Lots in Abbey Ridge.

9.4 By the recording of this Declaration, each owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.
9.5 Neither Developer nor any successor, assign, employee, agent or other representative of Developer shall be liable to any Owner or to any other person for its enforcement of failure to enforce any provisions of this Declaration. Each owner, by acquiring such Owners’ interest in a Lot, agrees to not bring any action or suit against Developer nor any successor, assign, employee, agent or other representative of Developer, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Developer and Developers’ successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including without, without limitation, reasonable attorneys’ fees arising out to the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

9.6 Mortgage Protection.

9.6.1 Notice. Upon written request to the Design Review Committee Identifying the name and address of the Mortgagor and the legal description of the Lot, any Mortgagor shall be entitled to receive written notice of all decisions of the Design Review Committee that effect that Lot.

9.6.2 Consent Required. Except upon the approval of Mortgages holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

9.6.3 Voting:

9.6.4 Assessment, assessment liens, or subordination of liens;

9.6.5 Responsibility for maintenance and repair of the several portions of the property;

9.6.6 Imposition of any right of first refusal or similar restriction of the right of any Owners to sell, transfer of otherwise convey such Owners’ Lots; and

9.6.7 Any provision which are for the express benefit of Mortgagors.
9.6.8 Termination. The approval of the holders of Mortgagees holding Mortgages on Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages shall be required for any termination of this Declaration. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required herein.

9.6.9 Limitation. The provisions of paragraph 9.6.2 are intended only to be a limitation on the right of the owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 7.

SECTION 10 – FUTURE DEVELOPMENT

In the event the Developer, Marc, Matt or Mike Willcuts develop any other residential properties within 1000’ radius of Abbey Ridge, all Owners agree to waive any and or all their rights to protest or oppose said future developments.

IN WITNESS WHEREOF. Developer has caused this Declaration to be executed as of the date first written above.

Developer

Coyote Homes, Inc.

By: Marc Willcuts
President

ACKNOWLEDGEMENT

STATE OF OREGON )

COUNTY OF YAMHILL

On this 7th day of MARCH, 2007, did personally appear MARC E. WILLCUTS, who being duly sworn, did say that they are the identical persons named in the forgoing instrument and that they executed said instrument freely and voluntarily.

WESTERN HERITAGE DESIGN, INC. (who acquired title as Western Design and Development, Inc.)

By:

STUART D. BROWN, President

STATE OF OREGON, COUNTY OF Yamhill ss.

The foregoing instrument was acknowledged before me this 18th day of April, 2006 by Stuart D. Brown, President of Western Heritage Design, Inc.

JANET L. WINDER
NOTARY PUBLIC FOR OREGON
COMMISSION NO. 391771
MY COMMISSION EXPIRES MAY 6, 2009

STUART D. BROWN

JENNA D. BROWN

STATE OF OREGON, COUNTY OF Yamhill ss.

The foregoing instrument was acknowledged before me this 18th day of April, 2006 by Stuart D. Brown and Jenna D. Brown

JANET L. WINDER
NOTARY PUBLIC FOR OREGON
COMMISSION NO. 391771
MY COMMISSION EXPIRES MAY 6, 2009

My Commission Expires: 5/16/10