THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ASPEN
ESTATES, YAMHILL COUNTY, OREGON (the "Declaration") is hereby made and executed this
5 day of April, 1996, by CIT Development, LLC (the "Developer").

Declarant has recorded the plat of "Aspen Estates" in the plat records of Yamhill County, Oregon. Declarant desires to subject the real property as shown in such plat to the covenants, conditions and restrictions set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the real property as shown in the plat of Aspen Estates shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "Declarant" means CIT Development LLC, and its successors and assigns.

1.2 "Improvement" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the Property.

1.3 "Lot" means one of the platted lots within the Property.

1.4 "Owner" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status or being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.5 "The Property" means the property described in Article 2 of this Declaration.

1.6 "This Declaration" means all of the covenants, conditions and restrictions set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

1.7 "Design Review Committee" shall mean and refer to the Developer, its agents, employees and appointees, until the earlier of seventy-five percent (75%) of the Lots in Aspen Estates are conveyed to Owners or January 1, 1998, at which time the Design Review Committee shall be comprised of not less than three (3) Owners of Lots in Aspen Estates to be selected by majority vote of all Owners of Lots in Aspen Estates on the second Thursday of February of each year. Committee members will be elected to serve a term of two years and shall oversee all responsibilities assigned to the homeowners association.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

Lots 3 through 22 as shown in that certain plat entitled "Aspen Estates" filed in the plat records of Yamhill County, Oregon, on the 5th day of April, 1996 at Book LG94, page 56195.

The Property contains 20 single-family Lots and will contain not more than 20 dwelling units.

ARTICLE 3 EASEMENTS

Recorded in Official Yamhill County Records

[Signature]

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3.1 UTILITY AND SERVICE EASEMENTS. Easements for installation and maintenance of utilities, communication lines, drainage and irrigation facilities are reserved as shown on the recorded plat. No structure, fence, planting or other materials shall be placed or permitted to remain within these easements which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. A five (5) foot easement is reserved along the south property line of lot nine (9) for the purpose of a discharge pipe for the tile dewatering system on lot eight (8).

3.2 SIGN EASEMENTS. Sign easements are reserved over Lots 3 and 22 shown on the plat for the installation, maintenance and use of project signs, walls and fences for the benefit of all lots within the Property. The Owner of each Lot shall be responsible for one-twentieth (1/20) of the cost of landscaping or the areas and repair or replacement of such signs, walls and fences. The determination of the Home Owners Association shall be binding upon all Owners with respect to such landscaping, repair or replacement. Any amounts assessed for such obligations that are not paid within thirty (30) days after billing shall bear interest at ten percent (10%) per annum from the due date until paid.

3.3 COMMUNITY WELL EASEMENTS. An easement surrounding the community well located on Lot 6, shall forever be protected against any existing or proposed pit, privy, septic tank, sewage disposal drain field, cesspool, solid waste disposal site, pressure sewer line, buried fuel storage tank or any other similar public health hazards, none of which shall be allowed within 100 feet of the confined well which shall serve the community water system. The easement shall extend from the location of the well on Lot 6 for a radius of 100 feet as required by the State Water Resource Department and shall run continuously with the property for as long as the well is in use or is needed. In addition an easement to restrict the construction of any structure within a 50 foot radius of the well shall also be in effect for the same duration as the easement above. The 50 foot easement along the South boundary of Lot 1 shall remain in effect until such time as it is necessary to back flush the water softener into the lines. Should a permit be obtained to dispose of the back flush water into the drainage ditch, at the time the drain line is installed the easement shall terminate except for a 20 foot by 20 foot section that shall be retained for the water system building.

ARTICLE 4 USE RESTRICTIONS

4.1 STRUCTURES PERMITTED. No structures shall be erected or permitted to remain on any lot except one single-family structure containing a dwelling unit and structures normally accessory thereto and except for any structures existing on the Lot on the date of this Declaration. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, a shelter or port for the protection of such swimming pool, tennis court, sports court, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of any such structure is in conformity with the applicable governmental regulations and the structure is compatible with the dwelling structure constructed on such Lot. No mobile or manufactured homes are permitted within the Property. Each Lot shall provide for off-street parking in a garage. Nothing in this section shall be deemed to prohibit construction of a residence on a Lot in accordance with this Declaration, nor the storage during the course of construction of construction materials and equipment on the Lot as may be necessary for such construction, nor the use of any residence on a Lot as a sales office or model home for the purpose of sales in Aspen Estates.

4.2 RESIDENTIAL USE. Lots shall only be used for single-family residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot except as allowed by the local jurisdiction, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot, except within an approved structure. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the
rental or sale of dwelling units, (b) the right of Declarant or any contractor or homebuilder to construct dwelling units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and (c) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers in his dwelling unit.

4.3 OFFENSE OR UNLAWFUL ACTIVITIES. No noisy or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4.4 ANIMALS. No animals or livestock of any kind shall be raised, bred, kept or permitted within any Lot, other than a reasonable number of dogs, cats and other household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled as to not to be a nuisance.

4.5 MAINTENANCE OF STRUCTURES AND GROUNDS. Each Owner shall maintain their Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on their Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. In addition each Owner shall be responsible for maintaining that portion of property between their actual property boundary and the paved road surface. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be repaired within a reasonable period of time. Each owner shall be responsible to remove any dirt or debris from the paved road surface immediately, caused by egress of their Lot, including but not limited to themselves, contractors and invitees.

4.6 PARKING. Parking of commercial vehicles, boats, trailers, motorcycles, trucks, truck campers or other recreational vehicles or equipment and vehicles in excess of one (1) ton in weight shall not be allowed on any part of the Property except on an occasional basis. However, such parking shall be allowed within the confines of an enclosed garage or outbuilding or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. There shall be no parking of any vehicles on the paved surface of Chehalis Drive or Twenge Court within the boundaries of Aspen Estates by order of the Newberg Fire Marshall.

4.7 VEHICLES IN DISREPAIR. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street within the subdivision for a period in excess of forty-eight (48) hours.

4.8 SIGNS. No Signs shall be displayed to the public view on any Lot or Improvement, except on professionally made signs of not more than six (6) square feet advertising such property for sale. The restriction contained in this paragraph does not apply to signs used by a builder during the construction and sales period and shall not prohibit the temporary placement of "political" signs on any Lot by the Owner.

4.9 RUBBISH AND TRASH. No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard make, dirt and other materials resulting from landscaping work shall not be dumped onto streets and no large piles of debris shall be allowed to accumulate on any Lot. All
incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

4.10 COMPLETION OF CONSTRUCTION. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

4.11 LANDSCAPE COMPLETION. All landscaping must be completed to a minimum of cultivated grass within one hundred and twenty days from the date of substantial completion of the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

4.12 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

4.13 FENCES, HEDGES AND PLANTINGS ALONG LOT LINES. No fence shall exceed six (6) feet in height from the finished Lot grade on the highest side. Steel or wire mesh fencing is permitted, but only if such fencing does not protrude forward of the rear of the dwelling. Barbed wire, metal sheet, and plywood fences are prohibited. Hedges or other solid screen planting may be used as Lot line barriers, subject to the same height restrictions as fences. Any fencing forward of the rear of the dwelling shall be subject to a height limitation of four (4) feet and shall be subject to review by the Design Review Committee.

4.14 SERVICE FACILITIES. Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdictions or public utility companies.

4.15 ANTENNAS AND SATELLITE DISKS. Exterior antennae and satellite receiver and transmission disks shall not be permitted to be placed on the roof of any structure. Any such facility shall not protrude forward of the rear of the dwelling.

4.16 DWELLING SIZE AND HEIGHT. The total floor area of a dwelling, exclusive of open porches and garage, shall be not less than 1800 square feet for a single story dwelling. A two story dwelling shall have a minimum ground floor square footage of not less than 1000 square feet and a total square footage of not less than 2000 square feet. No building may exceed two and one-half (2.5) stories in height. All dwellings under 2000 square feet shall have an attached private garage for not less than three (3) cars and dwellings in excess of 2000 square feet shall have an attached private garage for not less than two (2) cars.

4.17 BUILDING SETBACKS. Dwellings shall be situated on Lots according to applicable law and setback requirements in effect for Yamhill County.

4.18 EXTERIOR FINISH. Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, stucco or a combination of these. Manufactured horizontal lap siding is allowed. No T-111 or comparable siding is allowed, except along the back of structures on the east side of Chehalem Drive, these exceptions shall be at the discretion of the Design Review Committee. All dwellings shall include covered porches with rails not less than sixteen (16) feet in length and/or brick, stone or masonry on the front of the dwelling. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages or out buildings larger than 100 square feet, shall be designed, built and maintained to be compatible with the exterior of the residence they adjoin.

4.19 ROOFING. Only cedar, tile or architectural composition roofing shall be used on any structure constructed on any Lot.
4.20 DRIVEWAYS. All driveways shall be of asphalt, brick or concrete construction. Lots
accessing Chehalem Drive from Tract "A" may be of gravel construction with a minimum paved area of
not less than 12 feet wide and 50 feet long fronting Chehalem Drive

4.21 EXEMPTION FOR EXISTING STRUCTURES. No structure in existence on the Property on
the date of recording of this Declaration shall be deemed to be in violation of the restrictions contained
herein so long as such structure continues in existence, notwithstanding the fact that such structure might
otherwise be in violation of this Declaration.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 ARCHITECTURAL CONTROL. Shall be by the Declarant. All plans and specifications of
houses to be constructed in Aspen Estates shall be approved in writing by the Declarant. In the event that
the Declarant fails to approve or disapprove the plans and specifications within thirty (30) days after they
have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the
completion thereof, approval will not be required and the related covenants shall be deemed to have been
fully complied with. Two sets of Architectural plans submitted to the Declarant shall include:
(A) Floor plan(s) indicating building dimensions and areas.
(B) Building Elevations indicating exterior materials, colors, window sizes and locations and building
height of all proposed buildings.
(C) Plot plan indicating locations of all improvements including buildings, fencing, patios, drives and
walks.
(D) $100.00 Architectural review fee.

Within ten (10) days of receipt of the plans and fee, the Declarant shall return one set of plans and either:

issue a notice of compliance or non-compliance or issue a notice indicating conditional approval with
corrections.

5.2 AMENDMENT AND REPEAL. This Declaration shall run with the land and shall be and
remain in full force and effect at all times with respect to all property included within the Property and the
Owners thereof for an initial period of thirty (30) years commenceing with the date on which this document
is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force
and effect at all times with respect to all property within the Property and the Owners thereof for
successive additional periods of (10) years each. The continuation from the initial or any additional period
by a written, recordable instrument signed by owners owning a majority of the Lots within the Property,
and which instrument shall only be effective when recorded in the records of Yamhill County, Oregon.

These restrictions may be amended at any time and from time to time, by an instrument in writing signed
by Declarant so long as Declarant is in ownership of over 25% of the Lots of record, and then afterwards
by Three-fourths of the then owners of record of said property, which said written instrument shall
become effective upon its recording in the office of the county recorder of Yamhill, State of Oregon.

5.3 JOINT OWNERS. In any case in which two or more persons share the ownership of any
Lot, regardless of the form of ownership, the responsibility of such persons to comply with this
Declaration shall be joint and several responsibility and the act or consent of any one or more of such
persons shall constitute the act or consent of the entire ownership interest.

5.4 LESSEES AND OTHER INVITEES. Lessees, invitees, contractors, family members and
other persons entering the Property under rights derived from an Owner shall comply with all of the
provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his
Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance
and shall be liable for any failure of compliance by such persons in the same manner and to the same
extent as if the failure had been committed by the Owner themselves.
5.5 ENFORCEMENT. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event suit or actions is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys fees at trial or on appeal or petition for review of such suit or action, in addition to any other sums provided by law.

5.6 NONWAIVER. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5.7 CONSTRUCTION;SEVERABILITY;NUMBER;CAPTIONS. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of the remaining part of that or any other provisions.

5.8 HOME OWNERS ASSOCIATION. Shall be made up of the members of the Design Review Committee and shall be responsible for overseeing the collection of association fees and the maintenance of the common area landscaping, the water system and equipment thereof and the roadway.

5.9 NOTICES AND OTHER DOCUMENTS. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: To Design Review Committee, 24600 NE Hwy 240, Newberg, Oregon 97132; to an Owner, to the address given by him at the time of his purchase of a Lot, or at his Lot. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

ARTICLE 6 WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE AND MONUMENT SIGN.

6.1 COMMON AREAS. Aspen Estates has or will have certain improvements which are for the benefit of all Lots. These improvements include: a water system fed by a well located on Lot 6, Aspen Estates; a water storage and treatment facility located on Lots 1 and 6 Aspen Estates; Fencing and Sign Monuments as well as Landscaping on Lots 3 and 22 Aspen Estates. In addition, the streets, while dedicated to the public, must be maintained by all Owners. All of the common improvements and street maintenance are collectively called “Common Area”.

6.2 MAINTENANCE. The Home Owners Association shall be responsible for contracting for testing, maintaining and repairing the Common Improvements on an “as needed” basis. Each year the Design Review Committee shall budget the amount needed for normal anticipated testing, maintenance and repair work for the coming year. They shall then notify each Owner of their proportionate share by sending a “Notice of Assessment”. All sums collected shall be deposited into an escrow account and such funds shall only be used for testing, maintenance and repairs as designated by this section. Each owner shall pay the amount of the assessment within thirty (30) days of the date of notice. Any unpaid amounts shall automatically become a lien against such owner and the Design Review Committee may foreclose its lien as provided in CRS Chapter 88. The Design Review Committee shall be entitled to recover its reasonable attorney fees, title search fees and all other costs associated with such foreclosure. All such costs shall also be secured by the lien. At the discretion of the Homeowners Association, irrigation may be required on a rotating basis between April 15 and September 31 each year. Lots East of Cherry Lane Drive will irrigate on even dates, Lots West of Cherry Lane Drive on odd dates.

6.3 UNANTICIPATED TESTING, MAINTENANCE OR REPAIRS. If any unanticipated testing, maintenance or repairs to the Common Improvements are required, the Design Review Committee...
shall send a special Notice of Assessment notifying all Owners of the anticipated or actual cost of such maintenance and/or repairs. The Owners shall pay their share of such costs as provided in paragraph 6.2.

6.4 OTHER COMMON EXPENSES. Any other common expenses for maintenance of Aspen Estates, not specifically provided for under this section, shall be assessed equally to the Lot Owners prior to the expenditure of a common expense. The Design Review Committee shall notify all Lot Owners of the circumstances and to provide all Lot Owners with the opportunity to vote on the issue. Owners will be entitled to one vote for each Lot owned. A majority vote of the Owners shall be required prior to any such assessment and expenditure. Once approved such assessment and payment thereof shall be made as provided in paragraphs 6.2 and 6.3.

6.5 WATER USAGE CHARGES. The Design Review Committee shall contract to have the water meters read on a monthly basis and each owner will be charged an amount based on their water consumption. The formula shall be the normal monthly expenses for the system, divided by the total usage of water for the given month, divided by each Lot's consumption. Any repair or non-monthly maintenance charges shall be amortized over the year so as not to become an undue burden on any particular owner in any given month. Unanticipated charges shall not be assessed based on water usage but shall be assessed equally as provided in paragraphs 6.2 and 6.3.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All citations used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

CPT DEVELOPMENT LLC

By

Its President
THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR ASPEN ESTATES, YAMHILL COUNTY, OREGON (the "Declaration") is hereby
made and executed this _11_ day of _October_ , 1996, by CIT Development, LLC (the
"Developer").

Declarant has recorded the plat of "Aspen Estates" in the plat records of Yamhill County, Oregon. Declarant desires to subject the real property as shown in such plat to the covenants, conditions and restrictions set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the real property as shown in the plat of Aspen Estates shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall issue to the benefit of each owner thereof.

ARTICLE 4 - Section 4.4 shall be amended as follows:

4.4 ANIMALS. No animal or livestock of any kind shall be raised, bred, kept or permitted within any Lot, other than a reasonable number of dogs, cats and other household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Lots or contiguous blocks of Lots under the same ownership, in excess of two (2) acres shall be exempt from this restriction as it applies to horses or cattle. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective owners thereof.

ARTICLE 6 - Section 6.6 shall be added as follows:

6.6 WATER HOOKUPS. The Developer reserves three (3) additional water hookups to be used at any time in the future to service property within or outside of the boundaries of Aspen Estates at the discretion of the Developer. These hookups shall forever remain the property of the Developer or their assigns and shall be subject to, but not restricted against by, the Homeowners Association or the Water Association.

IN WITNESS WHEREOF, Declarant has executed these Amendments as of the date set forth above.

CIT DEVELOPMENT, LLC

By __________________________
Its President

La Verne Bain
10/11/96

Roger Brehm
10/11/96

Recorded in Yamhill County, Oregon

CHARLES STERN, COUNTY CLERK

199616780 3:35pm 10/11/96

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THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR ASPEN ESTATES, YAMHILL COUNTY, OREGON (the "Declaration") is
hereby made and executed this day of October, 1997, by CIT Development,
LLC. (the "Developer").

Declaration has recorded the plat of "Aspen Estates" in the plat records of Yamhill County, Oregon.
Declaration desires to subject the real property as shown in such plat to the covenants, conditions and
restrictions set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declaration hereby declares that the real property as shown in the plat of Aspen
Estates shall be held, sold and conveyed subject to the following covenants, conditions and restrictions,
which shall run with such property and shall be binding upon all parties having or acquiring any right, title
or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE 3 - Section 3.3 shall be amended as follows:

3.3 COMMUNITY WELL EASEMENTS. An easement surrounding the community well
located on Lot 6, shall forever be protected against any existing or proposed pit privy, subsurface sewage
disposal drain field, cesspool, solid waste disposal site, pressure sewer line, buried fuel storage tank or any
other similar public health hazards, none of which shall be allowed within 100 feet of the confined well
which shall serve the community water system. The easement shall extend from the location of the well
on Lot 6 for a radius of 100 feet as required by the State Water Resource Department and shall run
continuously with the property for as long as the well is in use or is needed. The 50 foot easement along
the South boundary of Lot 1 shall remain in effect until such time as it is necessary to back flush the water
softener into the line. Should a permit be obtained to dispose of the back flush water into a drainage
ditch, at the time the drain line is installed the easement shall terminate except for a 20 foot by 20 foot
section that shall be retained for the water system building. All irrigation systems must have an approved backflow device.

IN WITNESS WHEREOF, Declaration has executed these Amendments as of the date set forth above.

CIT DEVELOPMENT LLC
By: ____________________________
[Signature]

By: ____________________________
[Signature]

State of Oregon
County of Yamhill

On October 24, 1997 personally appeared the above named Jeffrey Dvange
as member for CIT Development, LLC

My commission expires: 1/24/2001

Notary Public for Oregon

Recorded in Official Yamhill County Records
CRIPLES STERN, COUNTY CLERK

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AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR
ASPEN ESTATES, YAMHILL COUNTY, OREGON.

THIS AMENDMENT is to that certain Declaration of Protective Covenants and Restrictions for Aspen Estates, Yamhill County, Oregon, (the "Declaration"), and is hereby made and executed this 30th day of July, 1988, by the undersigned, constituting three-fourths (3/4ths) of the now existing owners of record of all of the lots located in said Aspen Estates.

The undersigned desire to subject the real property in the plat of Aspen Estates to the Covenants, Conditions and Restrictions set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, the undersigned hereby declare that the real property as shown on the plat of Aspen Estates shall be held, sold and conveyed subject to the following amendments to said Covenants, Conditions and Restrictions, which amendments shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in such property, or any part thereof, and shall inure to the benefit of each owner thereof.

Section 1. Article 1, Section 1.7, is amended to delete the definition of "Design Review Committee" and to insert a definition for the "Homeowners' Association", and shall read as follows:

1.7 The "Homeowners' Association" shall mean and refer to the Aspen Estates Homeowners and Water Association, or its successor and assigns.

Section 2. The term "Design Review Committee" wherever it appears in the Declaration of Protective Covenants and Restrictions for Aspen Estates, and all prior amendments thereto, is hereby deleted and substituted therefor is the term "The Homeowners' Association".

Section 3. Article 5, Section 5.1, entitled "Architectural Control" shall be and the same is hereby amended to read as follows:

5.1 "Architectural Control" shall be by the Homeowners' Association. All plans and specifications of houses to be constructed or reconstructed in Aspen Estates shall be approved in writing by a Design Review Committee appointed by the Homeowners' Association. In the event said Design Review Committee fails to approve or disapprove the plans and specifications within thirty (30) days,
after they have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. Two sets of architectural plans shall be submitted to the Architectural Review Committee and shall include:

(a) Floor plans indicating building dimensions and areas.
(b) Building elevations indicating exterior materials, colors, window sizes and locations, and building height of all proposed buildings.
(c) Plot plan indicating locations of all improvements, including buildings, fencing, patios, drives and walks.
(d) $100.00 Architectural Review Fee.

Within ten (10) days of the receipt of the plans and fee, the Design Review Committee shall return one set of plans and either: (i) issue a notice of compliance or non-compliance; or (ii) issue a notice indicating conditional approval with written corrections and conditions as appropriate.

Section 4. Article 6, Section 6.6, shall be and the same is hereby amended to read as follows:

6.6 Water Hook-ups. Subject to the determination by the Board of Directors of the Homeowners' Association that the Aspen Estates Water System and source of water supply has an adequate supply of water to serve, and is legally authorized to serve additional water hookups, three (3) additional water hook-ups shall be granted to the Developer within or outside of the boundaries of Aspen Estates. The Homeowners' Association shall have the authority to extend water service, where legally authorized, to additional properties located outside the boundaries of Aspen Estates, subject to the requirement that all properties outside the boundaries of Aspen Estates which receive water service from the Association, including properties owned by the Developer, shall pay a minimum connection fee to the Association of $5,000.00; shall use such water received for domestic purposes only; and shall comply with all applicable water rules and regulations of the Homeowner's Association and the Protective Covenants and Restrictions of Aspen Estates as amended.

IN WITNESS WHEREOF, the undersigned, constituting more than 75% of the owners of all lots in Aspen Estates, have executed these amendments as of the date set forth above.

[Signatures]

Page 21 PROPOSED AMENDMENTS TO DECLARATION
STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named Jill Everson & Ron Everson husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

Notary Public for Oregon

STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named Vic & Colby husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

Notary Public for Oregon

STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named 6-10-98 husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

Notary Public for Oregon

Page 4 - PROPOSED AMENDMENTS TO DECLARATION
STATE OF OREGON, County of Yamhill ) ss. 7/30, 1998

Personally appeared the above named Corky Osborne, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon

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STATE OF OREGON, County of Yamhill ) ss. 7/30, 1998

Personally appeared the above named R.J. Osborne, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon

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STATE OF OREGON, County of Yamhill ) ss. 7/30, 1998

Personally appeared the above named Mary Osborne, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:

[Signature]

Notary Public for Oregon

Page 5 - PROPOSED AMENDMENTS TO DECLARATION
STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named Norma Curatt Gordon Rupels husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: [signature]

Notary Public for Oregon

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STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named Dein Schepen & Murg Schepen husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: [signature]

Notary Public for Oregon

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STATE OF OREGON, County of Yamhill ) ss. 7/30 1998

Personally appeared the above named Connie Loe sel husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: [signature]

Notary Public for Oregon

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Page 6 - PROPOSED AMENDMENTS TO DECLARATION

7/10
STATE OF OREGON, County of Yamhill ) ss.  

Personally appeared the above named  
husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:  

[Signature]
Notary Public for Oregon  

STATE OF OREGON, County of Yamhill ) ss.  

Personally appeared the above named  
husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:  

[Signature]
Notary Public for Oregon  

STATE OF OREGON, County of Yamhill ) ss.  

Personally appeared the above named  
husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:  

[Signature]
Notary Public for Oregon  
STATE OF OREGON, County of Yamhill ) ss. 2/30 1998

Personally appeared the above named David Scott & Shana Scott, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:


OFFICIAL SEAL
RICHARD H. MILLS
NOTARY PUBLIC - OREGON
COMMISSION NO. 560744
MY COMMISSION EXPIRES APR. 8, 2000

STATE OF OREGON, County of Yamhill ) ss. 2/30 1998

Personally appeared the above named David J. McLeod, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:


OFFICIAL SEAL
RICHARD H. MILLS
NOTARY PUBLIC - OREGON
COMMISSION NO. 560744
MY COMMISSION EXPIRES APR. 8, 2000

STATE OF OREGON, County of Yamhill ) ss. 7/20 1998

Personally appeared the above named Susan Wilson & Ivan Wilson, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me:


OFFICIAL SEAL
RICHARD H. MILLS
NOTARY PUBLIC - OREGON
COMMISSION NO. 560744
MY COMMISSION EXPIRES APR. 8, 2000

Page 9 - PROPOSED AMENDMENTS TO DECLARATION
STATE OF OREGON, County of Yamhill ) ss. 7/30/1998

Personally appeared the above named Davey Wright & Lisa Wright, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: 

Notary Public for Oregon
My Commission Expires: 7/6/2004

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STATE OF OREGON, County of Yamhill ) ss. 7/30/1998

Personally appeared the above named Joe Cota & John Cota, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: 

Notary Public for Oregon

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STATE OF OREGON, County of Yamhill ) ss. 7/31/1998

Personally appeared the above named Richard N. Mills, husband and wife, and signed the within instrument as their true and voluntary act and deed.

Before me: 

Notary Public for Oregon
My Commission Expires: 4-5-2002
Aspen Estates

A subdivision situated in the southwest quarter of Section 18, Township 3 South, Range 2 West, Willamette Meridian, within the John Hess Donation Land Claim No. 39, Yamhill County, Oregon.

Date: 12 March 1996

NARRATIVE

The purpose of the survey is to establish that tract of land described in exactly deed to JEFFREY D. THOMAS and DEBORAH THOMAS and recorded in Instrument No. 169029, Yamhill County, Index 0001, and street right-of-way. The boundary lines are par CS-1059 and CS-1103 and is along Highway 20.

The east line is a line 155'0" (as measured at right angles) from the east line of Block 3, HILDEBRAND (as described) on said survey for that portion affected by deed recorded in Book 293, Page 573.

The north line is the proposed new highway alignment and is taken from S.H.O.D. maps and Instrument No. 186954, Yamhill County Deed Records.

This narrative is substantially the same as the narrative that appears in the survey described by our firm on the 10th of May 1983. The boundary map shown on Sheet 2 of the subdivision plat is also substantially the same as appears in CS-1059 and is along the State line margin. One, the 20' offset at the intersection of State 2744.06 ft. at the 40' offset at the intersection of State 2744.00 was left off.

NOTES

All lots bounded by street right-of-way are subject to all 10' wide utility easements along said right-of-way.

All lots bounded by street right-of-way are subject to a 10' wide utility easement along said right-of-way.

L. 10, 11, 12, 13, 14, 15, 16, and 17, are to be treated as a dedicated roadway for the purpose of meeting building setback requirements.

This subdivision is subject to a Water of Removals agreement as recorded in instrument No. 186954, Yamhill County Deed Records.

Access directly onto Hwy. 243 from lots 3 and 22 is strictly prohibited.

TRACT "A" is a reserve tract that provides access to lots 12, 13, 14, and 15 and may be dedicated as a roadway at some time in the future.

Lots 3 and 22 are subject to a 10' wide public utility easement across the lots for maintenance and access and maintenance easement for the benefit of ASPEN ESTATES along the highway boundary.

This bounded area is for utilities and water treatment development and related facilities and utility easements and maintenance easement for the benefit of ASPEN ESTATES.

10' wide utility easement for sanitary and maintenance easements for the benefit of ASPEN ESTATES.

10' wide storm sewer access and maintenance easement for the benefit of ASPEN ESTATES.

TRACT "A" is subject to existing utility easements across its entire area.

L. 12, 13, 14, and 15 are prohibited from placing a driveway within 100 feet from the highway right-of-way when measured along the right-of-way of Chetco Drive.

DECLARATION

MICHAEL D. THOMAS

Acknowledged

STATE OF OREGON

On this day the 16th of March 1996, I, JEFFREY D. THOMAS and DEBORAH THOMAS, in the capacity shown in the above declaration, who are the parties named in the foregoing instrument and who they are the individual persons named in the foregoing instrument and that they executed said instrument freely and voluntarily.

LORI L. TAYLOR

SILVA VANTASSEL

Acknowledged

STATE OF OREGON

On this day the 16th of March 1996, I, JEFFREY D. THOMAS and DEBORAH THOMAS, in the capacity shown in the above declaration, who are the parties named in the foregoing instrument and that they executed said instrument freely and voluntarily.

DENIS L. SCHOPP

CHRIS POULTRY FARMS, INC.

Acknowledged

STATE OF OREGON

On this day the 30th of March, 1996, I, JEFFREY D. THOMAS and DEBORAH THOMAS, in the capacity shown in the above declaration, who are the parties named in the foregoing instrument, and that they executed said instrument freely and voluntarily.

SURVEYOR'S CERTIFICATE

I, Matt Dunlop, a Registered Professional Land Surveyor in the State of Oregon, hereby declare and say that during the month of March 1996, I did accurately survey, platted and described the boundary of the tract of land described in the above instrument and that I have carefully inspected the record of the dedication of all right of ways and easements for the purpose shown and noted on the subdivision plat and that the same are free and clear of liens and encumbrances.

MATT DUNLOP

FLS No. 1942

Legend

- - - = property line
X = existing fence line
- - - = date of record
* = assessed
- - - = non-buildable area
- - - = see below

Registered Professional Land Surveyor

By: Matt Dunlop & Assoc.

16520 Baker Creek Rd.
McMinnville, Oregon 97128
Phone: 503-729-0435