DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS 
FOR BALD PEAK PARK ESTATES

This Declaration of Covenants, Conditions, and Restrictions for Bald Peak Park Estates is made this 23rd day of July, 2007, by Cedar Mountain, LLC, an Oregon limited liability company ("Declarant").

RECITALS:

A. Declaratant is the fee owner of that certain real property located in Yamhill County, Oregon, that is legally described on the attached Exhibit A (the "Property").

B. Contemporaneously herewith, the Property is being subdivided by that certain plat of Plat of Bald Peak Park Estates, as recorded in the Yamhill County Records.

C. Declaratant hereby intends to create and impose these covenants, conditions, and restrictions for the ownership, operation, and maintenance of the Property.

NOW, THEREFORE, Declarant subjects the Property, together with any and all property that may be added to the Property pursuant to the provisions of this Declaration, to the covenants, conditions, and restrictions set forth below.

ARTICLE 1
INTRODUCTION

1.1 Planned Community. The Property is a Class III planned community named Bald Peak Park Estates. Pursuant to ORS 94.570, Bald Peak Park Estates is not subject to the Oregon Planned Community Act, located at ORS 94.550 to 94.783, and the provisions of such act do not apply to this Declaration.
1.2 **General Declaration.** The covenants, conditions, and restrictions set forth in this Declaration shall run with and bind the Property, each Tract, Lot, and other division, if any, of the Property, Owners, Occupants, all other Persons, and the heirs, successors, and assigns of the Owners, Occupants, and such other Persons. These covenants, conditions, and restrictions shall run with the land and shall inure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants, future Owners, and future Occupants.

**ARTICLE 2**

**DEFINITIONS**

2.1 "**Bald Peak Park Estates**" means the Property as developed substantially in accordance with the Plat, as the same may be modified from time to time, and property annexed thereto in accordance with Article 1.2.

2.2 "**Builder**" means any Person engaged in the construction of a residential dwelling on any Lot for the purpose of selling or leasing the Improvements ultimately constructed on such Lot.

2.3 "**Completed Lot**" means a Lot upon which a house has been built and sold, rented, or occupied as a residence.

2.4 "**Declarant**" means Cedar Mountain, LLC, an Oregon limited liability company, and any Person succeeding to the responsibility of Declarant pursuant to a designation by Cedar Mountain, LLC or by any successor Declarant in a supplemental declaration recorded in the Yamhill County Records.

2.5 "**Declaration**" means this Declaration of Covenants, Conditions, and Restrictions for Bald Peak Park Estates, as it may be further amended from time to time.

2.6 "**Improvements**" means any improvement now or hereafter placed or constructed in, under, or upon the Property, including without limitation any building, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stairs, deck, landscaping, and sign.

2.7 "**Lot**" means any parcel of land designated on the Plat as a lot.

2.8 "**Occupant**" means the Person in lawful possession of all or any portion of a Lot.

2.9 "**Owner**" means the record owner of fee simple title to any Lot, unless such Lot is being sold pursuant to a land sale contract, in which case "Owner" means the contract vendee of such Lot. If more than one person is the record owner, all such persons shall be considered a single Owner, and each of them shall be referred to as a co-Owner.

2.10 "**Person**" means any individual, association, corporation, partnership, or other legal entity.
2.11 "Plat" means the final plat or plats of the Property (or portions thereof) as recorded in the Yamhill County Records, and any amendments thereto.

2.12 "Property" means the real property identified in Recital A, and any property annexed to the Property pursuant to Article 1.2.

2.13 "Tract" means any parcel of land designated on the Plat as a Tract.

ARTICLE 3
PROPERTY USE AND RESTRICTIONS

3.1 Dwelling Size. The living area of a dwelling, exclusive of open porches and garages, shall be at least 2,000 square feet in the aggregate. Maximum height of roof line for all dwellings and outbuildings not to exceed 35 feet as measured from the finished first floor level.

3.2 Manufactured Homes Prohibited. At no time shall manufactured homes be permitted on any part of the Property or any other property annexed thereafter pursuant to Section 1.3 of this Declaration.

3.3 Offensive Activities. No noxious or offensive activity shall be carried on in Bald Peak Park Estates, nor shall anything be done or placed upon any Lot or Tract which interfaces with or jeopardizes enjoyment of other Lots.

3.4 Parking. Parking of any vehicles, boats, trailers, recreational vehicles, trucks, campers, motorcycles, and similar equipment shall not be allowed on any street adjacent to any Lot.

3.5 Vehicles in Disrepair. No Owner or Occupant shall permit any vehicle which is in an extreme state of disrepair or which is under repair to be abandoned or to remain parked on any Lot for a period in excess of 48 hours.

3.6 Rubbish and Trash. No Lot shall be used as a dump 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.

ARTICLE 4
ROAD MAINTENANCE

4.1 Maintenance. The 40-foot wide road (the "Road") that provides access to Lots 2, 3, 4, and 5 from Albertson Road shall be maintained by the Owners of such Lots (collectively, the "Road Lots"). The location of the Road is depicted on the Plat. The Owners of the Road Lots will be jointly and equally responsible for keeping the Road in good repair and free and clear of ice, snow, rubbish, debris, and other obstructions and will equally share all out-of-pocket costs incurred for this repair and maintenance.
4.2 Use of Road. The Owners of the Road Lots, and their invitees, employees, agents, and guests, will not cause or permit any unlawful, improper, or offensive use of the Road. The Owners of the Road Lots, and their invitees, employees, agents, and guests, will not cause any waste to the Road or do anything or permit anything to be done upon or about the Road in any way tending to create a nuisance. The Owners of the Road Lots, and their invitees, employees, agents, and guests, will cooperate with each other so that each Owner's use of the Road will cause a minimum of interference to the other Owners' use of the Road. At no time shall any cars or other vehicles or objects or improvements be parked or placed in or on the Road that impede access through the Road or that interfere with the use of the Road for the purposes specified herein.

A majority of the Road Lot Owners must be in agreement as to the scope of work to be performed prior to the start of said repairs and replacement.

4.3 Repair or Replacement Work. If an Owner of a Road Lot determines that extraordinary repair or replacement work (i.e., any repair or replacement work needed to maintain the integrity of the road which is in excess of $1,000.00) on the Road is necessary, that person shall give the other Owners of the Road Lots thirty (30) days advance notice of intent to obtain bids for the extraordinary repair or replacement work from contractors. Each Owner of a Road Lot will then be entitled, if it so chooses, to solicit bids from contractors licensed and bonded in accordance with all applicable laws and regulations for the extraordinary repair or replacement work and provide copies of any received bids to the other Owners of the Road Lots within the thirty- (30-) day time period specified above. A majority of the Road Lot Owners must be in agreement as to the scope of work to be performed prior to the start of said repairs and replacement. Any Owner of a Road Lot may then hire the contractor with the lowest bid of those obtained and order the work performed. However, the Owner that orders the work performed has sole responsibility for insuring that no workmens' or materialmens' liens are recorded against any other Owner's property and that the work is completed of good quality, and is free from faults and defects. All Owners of the Road Lots will be equally responsible for the cost of any extraordinary repair or replacement work to the Road. Notwithstanding the foregoing, if any Owner of a Road Lot or its invitees, employees, agents, and guests is the cause of significant damage to the Road, such Owner will be solely responsible for the cost of any repair or replacement work related to such damage.

4.4 Failure to Maintain. All Owners of the Road Lots reserve the right to bring a legal action against any Owner who fails to maintain the Road in accordance with this Article 4 and recover such failing Owner's share of the cost of any maintenance, repair, or replacement work to the Road.
ARTICLE 5
RESERVATION OF RIGHTS

Notwithstanding anything herein to the contrary, Declarant hereby expressly reserves the right to change, by amendment of the Plat or otherwise, the boundaries or configuration of any of the Lots then owned by Declarant, or any restrictions affecting the same as long as the changes made will not significantly affect or devalue Lots owned in Bald Peak Estates by owners that are not the Declarant.

ARTICLE 10
GENERAL PROVISIONS

10.1 Duration. These covenants, conditions, and restrictions shall run with the land and bind, benefit, and burden in perpetuity the Property, all Owners and Occupants, and the lessees, invitees, and guests of all Owners and Occupants.

10.2 Severability. In the event any provision of this Declaration is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision or of the same provision to a different situation.

10.3 Amendment. The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans' Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, any lender that is financing any portion of the Declarant's development of Bald Peak Park Estates, or any title insurance company which is insuring the title of Bald Peak Park Estates or any of the Lots.

10.4 Enforcement. Each Owner shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed pursuant to any provision of this Declaration by any appropriate proceeding at law or in equity. Any remedies specifically provided herein are nonexclusive and cumulative and are in addition to all other remedies available to the Owners at law or in equity. In such proceedings, the prevailing party shall be entitled to recover its reasonable attorney fees as set by the court or courts at trial and on any appeal.

10.5 Non-Waiver. Any failure of the Declarant or any Owner to enforce a covenant, condition, or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Association's or any Owner's right to enforce that or any other covenant, condition, or restriction contained in this Declaration.

10.6 Declarant Not Liable. Neither Declarant nor Declarant's successors or assigns shall be liable to any Owner, Occupant, or to any other Person for its enforcement or failure to enforce any provision of this Declaration. Each Owner and Occupant, by acquiring any interest in or occupying any portion of a Lot, agrees not to bring any action or suit against
Declarant or any successor or assign of Declarant to recover any such damages or to seek any other relief (including, without limitation, equitable relief) by reason of any such enforcement or failure to enforce any provision of this Declaration, and agrees to defend, indemnify, and hold harmless Declarant and Declarant's successors and assigns from any claim, loss, damage, cost, or expense (including, without limitation, reasonable attorney fees) arising out of the use, operation, ownership, occupancy, or condition or state of repair of any portion of a Lot or the Property owned by such Owner or occupied by such Occupant, including the Road.

10.7 **Constructive Notice and Acceptance.** By the recording of this Declaration, each Owner and Occupant shall be deemed to have consented and agreed to every term, covenant, condition, and restriction contained herein.

10.8 **Joint and Several Liability.** If an Owner consists of more than one Person, each such Person shall be jointly and severally liable for any assessment or charge and for the performance of any other obligation imposed pursuant to this Declaration.

10.9 **Captions.** The captions and headings of articles herein are for convenience only and are not intended in any way to define, limit, or describe the scope or intent of any article of this Declaration.

10.10 **Notices.** All notices given under this Declaration shall be in writing. Any such notice shall be deemed effective on the earlier of the date of delivery or, if mailed, three business days following the date of mailing, if addressed to the addressee at the address, if any, designated in the Association's records.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 23rd day of July, 2007.

CEDAR MOUNTAIN, LLC

By: [Signature]

Steven Prueitt, Member

STATE OF OREGON

County of Washington

STEVEN PRUEITT acknowledged this instrument before me on the 23rd day of July, 2007, as Member of Cedar Mountain, LLC, an Oregon limited liability company, on behalf of the company.

Notary Public for Oregon
My commission expires: April 15, 2010
EXHIBIT A

Legal Description

Beginning at the INITIAL POINT, a 3/4" iron pipe set in CSP-4398 an the west line of the east half of the northeast one-quarter of Section 16, T. 2 S., R. 3 W., W.M., being a point in the center of Albertson Road (Co. Rd. 115), and further being a point on the northerly extension of the west line of SUNRISE PEAKS SUBDIVISION, from which an iron rod at the northeast corner of Lot 3, SUNRISE PEAKS SUBDIVISION bears South 00°13'29" East 157.31 feet; thence South 00°13'29" East 1473.57 feet along said northerly extension, said west line and the southerly extension thereof to a point on the East-West center line of said Section 16, from which an iron rod at the southwest corner of Lot 1, SUNRISE PEAKS SUBDIVISION bears North 00°13'29" West 2.10 feet; thence North 89°41'50" West 1320.72 feet to the center of said Section 16; thence North 00°48'23" West 56.64 feet to the center of said Albertson Road; thence along the center line of said road the following courses and distances: North 32°25'06" East 115.97 feet; thence North 59°51'43" East 262.82 feet; thence North 41°44'15" East 135.96 feet; thence North 21°14'10" East 244.96 feet; thence North 32°09'06" East 154.55 feet; thence North 05°58'07" East 74.06 feet to the beginning of a curve concave to the southeast and having a radius of 300.00 feet; thence northerly along said curve 358.77 feet (Chord = North 40°13'42" East 337.77 feet) to the beginning of a curve concave to the northwest having a radius of 300.00 feet; thence northerly along said curve 130.39 feet (Chord = North 62°02'11" East 129.37 feet); thence North 49°35'06" East 222.36 feet; thence North 54°53'59" East 131.80 feet to an iron rod; thence North 53°58'02" East 182.44 feet to the POINT OF BEGINNING, containing 25.34 acres, more or less.
Bald Peak Park Estates

A Subdivision Located In
Northeast 1/4 Section 16, T. 2 S., R. 3 W., WM., in a portion of the G. Stewart D.L.C. No. 56, Yamhill County, Oregon.

APPROVALS:

Yamhill County

Date: 7-9-07

Yamhill County Planning Director
Planning Docket No. 5-C-07

William J. Blake
7-9-07

Yamhill County Tax Assessor

Notes:

1) All lots have legal access to the county roads.
2) All lots within the plats of BALD PEAK PARK ESTATES are subject to covenants, conditions, and restrictions, recorded in the Clerk's Office, Yamhill County, Oregon.
3) No city owned or privately owned sewage disposal system, alternate treatment facility or approved septic site will be provided to the purchaser of any lot unless otherwise noted.
4) No municipal, public utility, community water supply or private well system will be provided to the purchaser of any lot unless otherwise noted.

SURVEYOR'S CERTIFICATE

Leonard A. Macdonald, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as BALD PEAK PARK ESTATES, the boundary of which is described as follows:

Beginning at the initial point, a 3/4" iron pipe set in CSP-4398 on the west line of the east half of the northeast one-quarter of Section 16, T. 2 S., R. 3 W., WM., being a point in the center of Albertson Road (Co. Rd. 115), and further being a point on the northerly extension of the west line of SUNRISE PEAKS SUBDIVISION, from which an iron rod at the northeast corner of Lot 3, SUNRISE PEAKS SUBDIVISION bears South 00°13'29" East 1473.57 feet along said northerly extension, said west line and the southerly extension thereof to a point on the East-West center line of said Section 16, from which an iron rod at the southeast corner of Lot 1, SUNRISE PEAKS SUBDIVISION bears North 00°13'29" West 2.10 feet; thence North 88°41'30" East 1320.72 feet to the center of said Section 16; thence North 00°48'23" West 58.64 feet to the center of said Albertson Road; thence along the center line of said road the following courses and distances: North 32°25'06" East 151.97 feet; thence North 58°31'43" East 202.82 feet; thence North 41°44'15" East 135.96 feet; thence North 21°41'25" East 241.96 feet; thence North 32°50'08" East 154.58 feet; thence North 03°58'07" East 74.06 feet to the beginning of a curve concave to the southeast and having a radius of 300.00 feet; thence northerly along said curve 208.77 feet (Chord = North 40°13'42" East 337.77 feet) to the beginning of a curve concave to the northwest having a radius of 329.00 feet; thence northerly along said curve 30.29 feet (Chord = North 02°02'11" East 29.37 feet); thence North 46°35'06" West 222.36 feet; thence North 54°35'59" East 131.80 feet to an iron rod; thence North 53°58'02" East 182.44 feet to the POINT OF BEGINNING, containing 25.34 acres, more or less.

Leonard A. Macdonald, PLS 53286
Matt Gunke & Associates
3765 Riverdale Drive
Winona, MN 55987
Phone: 800-467-7044
Fax: 507-472-0342
Email: lemacdonald@msn.com

This is an exact copy of the original subdivision plat.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS: that CEDAR MOUNTAIN, LLC, AN OREGON LIMITED LIABILITY COMPANY, is the owner of the lands represented on the attached map more particularly described in the Surveys Certificate and have caused said survey to be surveyed and platted into lots, and easements as noted on the attached map, to be dedicated as BALD PEAK PARK ESTATES: do hereby dedicate for the public use forever all easements for the purposes shown and noted on the attached map.

Affidavit of Consent to the Declaration

By: STUDIO PROJECTS

Recorded in Instrument No. __________________________
Day of __________________________

JAM COLEMAN, County Clerk

NARRATIVE

The purpose of this survey is to subdivide all that land described in deed to CEDAR MOUNTAIN LLC and recorded in Inst. No. 200523299. The Rods of Bearing is N 00°48'23" W along the north-south center line of Section 16 per CSP-4398 as shown herein. The northerly line along the center line of Albertson Road per field ties to travel center line and center line monuments along shown herein. A portion of the Albertson Road is shown herein with right of way shown herein. With permission of the Yamhill County Surveyor, an offset to the reset iron lost to road grading over the years on the road center line. The road is still regularly graded and I believe it is more of a benefit to the public to have right-of-way monumentation established to reference the boundary at right center line. The west line is set from monuments of CSP-4398 and CSP-4711. The narrative of CSP-4711 refers to the west line of that tract was set by the "angular relationship shown for Sec. 16 subdivision by Morie" (CSP-4698). This line should have been set along the west line of the east half of the Northeast 1/4 of Section 16. When I draw a line from the DP at the initial Point to the SE1/4 corner (as determined by midpoint along the east west centerline per field ties shown herein) I find the true 1/16th line to be east of the west line of SUNRISE PEAKS subdivision. To remove this overlap I have written this plat's certificate to honor the long standing west line of said SUNRISE PEAKS. The southeast corner of Instrument No. 200523299 is described as a point on the north line of the Southeast 1/4 of said Section 16, as I have extended the east line southerly to intersect said north line. The south line is drawn said west line of 915.62 feet from the Southeast 1/4 as shown herein. There is a roadway easement as described in plats, Page 168, across the SW corner of the property, which may be the existing roadway that is covered by the easement described in Instrument No. 200523299.