DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDG EWAY ESTATES

The Homeowners' Association of Bridgeway Estates, by the signature of its sole member, hereby adopts the attached Conditions, Covenants, and Restrictions, hereafter CCR's of Bridgeway Estates. All prior CCR's are declared void and of no further effect.

SHERIDAN RESORT PROPERTIES, INC.

Richard Andersen, President

6/10/96

Date

STATE OF OREGON

County of Yamhill

On this day personally appeared the above named person who acknowledged the foregoing instrument to be his voluntary act and deed and that said instrument was signed in behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal this 10th day of June 1996.

Shirley Sondernaa
Notary Public for the State of Oregon
My Commission expires 06-30-98

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRUCTIONS FOR BRIDGEWAY ESTATES

The undersigned, owners of all of the real property included in Bridgeway Estates a plat duly recorded June 26, 1995 in Instrument No. 199507835, City of Sheridan, Oregon, hereby adopt the following covenants, conditions and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of said property.

These covenants, conditions and restrictions shall constitute the covenants to run with the land and shall be binding upon all persons having or acquiring any right, title or interest in the land or any part thereof, and shall inure to the benefit of each owner thereof.

GENERAL RESTRICTIONS:

1. Exterior appearance. All manufactured homes and site built homes shall be maintained in good condition and repair and shall be kept clean and painted to remain aesthetically compatible with other homes in the subdivision. Decks shall not be used as storage area except for lawn furniture and barbecues. Window coverings (interior/exterior) with street exposure shall be neutral in color.

2. Landscaping. Landscaping means lawn and planting areas. Every lot shall be landscaped within six (6) months after the manufactured home is moved onto the site or the site built home is completed. Maintenance shall be required on a regular basis. One maintenance notice will be given. If not complied with within seven (7) days, management shall order yard service and assess the owner. Lawns shall be required in front yards. Decorative exterior accessories shall be limited and subject to approval of the Homeowners' Association.

38. Refuse. All sites shall be required to have colored containers for storage of garbage and other refuse. These containers shall be stored out of sight between regular pick up dates. This includes recycling containers. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, including yard debris. All waste, rubbish, trash, garbage or yard debris shall be kept in closed containers. Garbage service shall be required for each residence.

4. Buildings. No storage or accessory buildings shall be placed in front yard.

5. Occupancy. Single family. No tent, shack or camp trailer shall be placed on any portion of said tract on a permanent basis. No garage or out building or recreational vehicle shall at any time be used as temporary or permanent residence. Recreational vehicle parking shall be regulated by the Homeowners' Association.
Covenants, Conditions and Restrictions
Bridgeway Estates

6. **Vehicles.** No unlicensed motor vehicles of any type, or any vehicle parts or any other unsightly objects will be allowed on any lot. No overhauling or repair of cars or other vehicles of any nature shall be allowed in, on or around any premises. There shall be no permanent parking of vehicles, boats or trailers on streets.

7. **Offensive activity.** No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Noise levels shall be restricted to a reasonable range of sound as not to be offensive or disruptive to the neighborhood. This includes revving of motors or barking dogs. Compliance with any and all City of Sheridan or State of Oregon noise ordinances, statutes or other restrictions is required.

8. **Pets.** No domesticated animals of any kind shall be raised, kept or permitted upon the premises or any part thereof other than dogs, cats and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers. No livestock, exotic animals or reptiles. All animals shall be reasonably controlled to avoid their being a nuisance to other lot owners. Animals shall be on leashes when off their own premises. Animal owners must immediately clean up any mess or waste left by their respective animal.

9. **Common areas.** Common drives and walks shall be used exclusively for normal transit and no obstructions shall be placed thereon. All common areas shall be maintained by all residences. No littering shall be allowed. All persons shall dispose of refuse in their own receptacle.

10. **Business.** No commercial business shall be conducted from the property. Home professions can be conducted, providing there would be no undue traffic, noise or other activities that would be offensive to the neighbors.

11. **Signs.** No signs shall be displayed to the public view on or from a site except for real estate for sale signs. Any other signs would have to be approved by the Association.

12. **Antennas.** No outdoor antennas or satellite dishes shall be allowed, other than mini satellite dishes of 18 inches in diameter. These are to be placed out of site in back yards.

13. **Outdoor clothes lines.** Clothes lines or any other drying apparatus shall be located in rear yard.

14. **Assessments.** Any management expense, common area maintenance or utility charges, if any, shall be divided equally among all homesites and shall be payable and collectible by the Homeowners' Association.

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15. Storage area. If a storage area is provided for the subdivision, this shall be for the use of recreation vehicles and boats that are in good working condition. A nominal fee shall be charged for a space. Any regulations or fees governing the storage area shall be determined by the management.

BUILDING RESTRICTIONS:

1. Bridgeway Estates shall be restricted to a single family residential development. The minimum lot sizes shall be 5,000 square feet.

2. All manufactured homes shall be placed on concrete strip footings, including tie down areas, not less than 6 inches thick. All pier block spacing to be according to code. Perimeter of foundation shall be of masonry material and foundation will be crawl space accessible with ventilation for the crawl space area.

3. All garages or covered patios shall be a minimum of 20 feet from the front property line, a minimum of 10 feet from the rear property line and 5 feet from the side property line.

4. All manufactured homes and site built homes shall conform to the following minimum standards:
   a. All manufactured homes shall not be less than 24 feet wide. All manufactured homes and site built homes shall be a minimum 1000 square feet.
   b. Shall have gutters and downsputs connected to storm drains.
   c. Roofing materials shall be composition or metal shingle and non-reflective. Colors shall be approved by developer.
   d. Shall have exterior siding that is commonly used on houses built to the Uniform Building Code. Exterior siding shall be finished in such a manner that the reflection from such siding shall not be greater than from siding coated with clean white gloss exterior enamel. Siding material and color selection of all houses, must be approved by the developer.

5. Storage buildings not to exceed 144 square feet and not more than 10 feet in height. Larger buildings will be allowed with developer's or Homeowners' Association approval. All exterior construction material must be of like or similar design and color of the home.

6. No add-ons will be permitted to the manufactured home, except garages, decks or additional storage area without approval of the developer or the Homeowners' Association.

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7. Each manufactured home shall have a two car garage with doors, and each site built home shall have at least a single car garage with doors.

8. All buildings which may be placed or constructed on any portion of the tract, except the portions constructed of brick or stone, shall have the same exterior construction material of like or similar design and color as the manufactured home or site about home.

9. Maximum lot coverage. Not more than fifty percent (50%) of each lot shall be occupied by raised structures such as primary residences, carports, garages, storage buildings or other structures. The restriction doesn't apply to ground level improvements such as driveways, walkways and open patios.

10. All driveways shall be concrete.

11. All manufactured homes and site built homes shall meet structural and heating as well as plumbing and electrical codes as required. All manufactured homes shall be new.

12. All electrical installations shall conform to national electrical code as required by the State of Oregon regarding manufactured homes.

13. All plumbing installations shall conform to the Uniform Plumbing Code as required by the State of Oregon regarding manufactured homes.

14. All site built homes shall conform to all city and county building codes.

15. Sewer cleanouts shall be installed as per code.

16. Pressure regulators shall be installed on all meter supply lines where water pressure exceeds 60 pounds per square inch.

17. All plumbing lines above ground shall be protected against freezing.

18. All sewer lines outside of foundation shall be underground.

19. All fencing shall be approved by the developer or the Homeowners' Association. There shall be no fencing in front yards.
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20. Any garage or other storage area opening on the street shall have doors which shall be closed when the area is not being actively used.

21. All house numbers shall be uniform throughout subdivision.

22. Any ramps to be approved by the developer or the Homeowners' Association.

23. Elevations shall be above flood plain level and shall conform to existing improvements in subdivision.

ENFORCEMENT:

1. These restrictions shall be deemed to be for the protection and benefit of each of the property owners or occupants of any portion of the above described subdivision, and it is hereby intended that any such person shall have the right to prosecute such proceedings at law or in equity as may be appropriate to enforce the restrictions herein set forth. It is not implied nor at any time will the City of Sheridan be responsible for the enforcement of these restrictions.

2. These restrictions shall run with the land until the year 2006, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the tracts it is agreeable to change said covenants in whole or part.

3. Each lot owner (s) is jointly and severally liable to the Declarant, the Homeowners' Association, or to another lot owner, as the case may be, for all damages caused by a lot owner or by a lot owner's guest to others or to property of others within Bridgeway Estates; and if such damages are suffered by the Declarant or the Homeowners' Association, the damage amount may be assessed against the offending homeowner's lot as provided for herein.

4. Invalidation of any one of these foregoing covenants, conditions or restrictions or any portion thereof by court order, judgment or decree shall in no way affect any of the remaining provisions hereof which shall in such continue to remain in full force and effect.
BRIDGEWAY ESTATES
HOMEOWNERS' ASSOCIATION

Organization. The Association of Homeowners is organized as a means through which the Association of Homeowners may take action with respect to the administration, management and operation of Bridgeway Estates.

Membership. Each homeowner shall be a member of the Association of Homeowners. The affairs of the Association shall be governed by a Board of Directors, consisting of not less than five (5) persons and officers who shall be elected by a vote of homeowner. There shall be a President, Vice President, Secretary and Treasurer.

Powers and Duties. The Association has such powers and duties as are adopted in the Declaration of Covenants, Conditions and Restrictions for Bridgeway Estates.

Turnover Schedule. When all lots have been sold in Bridgeway Estates, Declarant shall turn over the administrative responsibility to the Association of Homeowners and the Association shall accept the administrative responsibility from the Declarant.

Architectural Control Committee. The Declarant or the Association may establish an Architectural Control Committee to review and approve any proposed construction by a homeowner. The committee shall review all proposed construction plans to ensure compliance with the Declarant of Covenants, Conditions and Restrictions and for the purposes of keeping Bridgeway Estates aesthetically pleasing and harmonious.

Common Areas. All open space and common facilities shall be maintained by the Homeowners' Association.

Violation of any Rule or Regulation. The Declarant or the Board of Directors, acting on behalf of the Association, shall have the right to enter the lot in which such violation exists and summarily abate and remove, at the expense of the defaulting homeowner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions of the Declaration of Covenants, Conditions and Regulations. The Declarant or Board of Directors shall not be deemed guilty of any manner of trespass. They shall have the right to remedy such condition by appropriate legal proceedings or levy reasonable fines after giving notice and an opportunity to be heard. Any expenses incurred by the Declarant or Association shall be assessed against the offending lot.
RESORT PROPERTIES, INC.

Richard Andersen, President

Margaret L. Andersen, Secretary

0/10/96

Date

Date 10/1996

STATE OF OREGON)

County of Yamhill

On this day personally appeared the above named persons who acknowledged the foregoing instrument to be their voluntary act and deed and that said instrument was signed in behalf of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal this 10th day of June 1996.

Shirley A. Sonderman

Notary Public for the State of Oregon
My commission expires 06-31-98

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