DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUCKLEY'S MOUNTAIN VIEW PARK
STATE OF OREGON
A residential community with common facilities

DECLARATION

THIS DECLARATION, Made this 19th day of May, 1978, by RAYMOND BUCKLEY and DENNIS L. BUCKLEY, First Party, and JOE BRUGATO, Second Party, a joint venture, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in this Declaration and desires to create thereon a residential community with common facilities for the benefit of said community. This community shall be referred to as "Buckley's Mountain View Park"; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. This agency shall be referred to as the "BUCKLEY'S MOUNTAIN VIEW PARK ASSOCIATION".

NOW THEREFORE, the Developer hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants running with the land, and shall be binding upon all persons claiming under them, and also that these conditions, covenants, restrictions, easements, and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.
ARTICLE I.
DEFINITIONS

Section 1. "Association" shall mean and refer to "Buckley's Mountain View Park Association", a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

Section 2. "Association of Members" means all the owners and other persons entitled to vote, acting as a group, in accordance with this declaration and bylaws.

Section 3. "Building" means a multiple unit building or a single unit building or any combination thereof, comprising a part of the property.

Section 4. "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the common facilities, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

Section 5. "Lot" shall mean and refer to any separately designated plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common or Public Areas.

Section 6. "Member" means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and bylaws.

Section 7. "Owner" shall mean the record owner, record mortgagee, record grantor of a trust deed, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, contract seller or beneficiary of a trust deed, unless and until such mortgagee, contract seller or beneficiary of a trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 8. "Truck" as that term is used in Article XI, Section 4, of the Covenants, Conditions and Restrictions, shall mean any motor vehicle over 6,000 pounds in total weight.

Page 2--DECLARATION
Section 9. "Developer" shall mean Raymond Buckley and Dennis L. Buckley, First Party, and Joe Brugato, Second Party, a joint venture, or its assigns.

Section 10. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Common Areas" shall mean all real property, and appurtenances thereto, now or hereafter owned or maintained by the Association for the common use and enjoyment of the members of the Association.

ARTICLE II.
PROPERTY SUBJECT TO THE DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration is more particularly described as follows, and hereinafter referred to as "Said Property", to-wit:

A part of the James Morris Donation Land Claim, Certificate No. 2657, Notification No. 1478, Claim No. 46, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, particularly described as follows:

Beginning at the Southeast corner of said Claim and running thence North 40 rods; thence West 80 rods; thence South 40 rods; thence East 80 rods to the place of beginning.

EXCEPTING THEREFROM the East 30 feet, conveyed to Yamhill County, Oregon, by Deed recorded June 14, 1929, in Book 101, Page 242, Deed Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded April 3, 1956, in Book 180, Page 374, Deed Records.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership of a lot

Every person or entity who or which is an owner/shall be a member, the owner of more than one lot shall be a member as to each lot so owned, and shall have one vote for each lot so owned. The owner of each lot shall be considered a separate owner. Proportionate shares of the separate owners in the common revenue and expenses in connection with their private commons, or any public lands which the Association is required to improve and/or maintain, and the proportionate representation for voting purposes in the Association of the separate owners shall be equal.

Page 3--DECLARATION
Section 2. Each owner shall have one vote, whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any one lot, all such persons shall exercise their one vote as a unit, as they among themselves shall determine.

ARTICLE IV.
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members' Easement of Enjoyment.

Subject to the provisions of Section 4 of this Article IV, every member shall have a right and easement of enjoyment in and to the said private commons or said public lands referred to in Article III, Section 1, and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Conveyance of the Common Areas.

The Developer hereby covenants that they will convey to the Association all the interest of the Developer not previously conveyed to the City of Newberg in the Common Areas designated as such on Exhibit A at such time as eighty (80) percent of the lots in this Planned Unit Development (PUD) are sold. At said time or within one hundred twenty (120) days thereafter by the developer after the homeowners Association will be incorporated and will hold its first meeting pursuant to its By-Laws. Said common areas to be used exclusively by the members.

Section 3. Extent of Members' Easement.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants for all of said Property, that from and after the first day of the month immediately following the conveyance of the
Common Areas by the Developer to the Association and each owner of any lot, by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expresses in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association: (1) Regular periodic or other regular assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment became due. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the enjoyment and use of the common areas.

Section 3. Periodic Assessments.

From and after the first day of the month, immediately following the conveyance of the Common Areas by the Developer to the Association, the maximum regular monthly assessment shall be $5.00, for each lot, unless altered as hereinafter set forth.

Section 4. Special Assessments for Capital Improvements.

In addition to the periodic assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary
fixtures and personal property related thereto, provided that any such special assessment for the structural alterations, capital additions or capital improvements shall require the assent of a two-thirds majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacement or repairs or improvements from funds generated by regular assessments.

Section 5. Uniform Rate of Assessment.

Both the regular and periodic assessments, and any special assessments shall be fixed at a uniform rate for all lots, and maybe collected on an annual, quarterly, or monthly basis, at the discretion of the association.

Section 6. Quorum for any Action Changing the Assessment provided for in Sections 3 and 4 of this Article.

At any meeting called to change the assessments referred to in Section 3 and 4 above, the presence at the meeting of members or of proxies entitled to cast 75 percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting will be called, subject to the notice requirements set forth in Section 4 above, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 7. Date of Commencement of Periodic Assessments: Due Dates.

The periodic assessments provided for herein shall commence as to all lots on the first day of the second month following the incorporation of the Homeowners Association. Written notice of the periodic assessment shall be sent to every owner, subject thereto. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least

Page 6--DECLARATION
thirty (30) days in advance of each periodic assessment period. The due dates shall be established by the Board of Directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorded of conveyances of Yamhill county, State of Oregon, within 120 days after delinquency, a statement of the amount of any such charges or assessments, together with interest as aforesaid, which have become delinquent with respect to any Lot on said property, and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest costs, and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the whole lot with respect to which it is fixed and on any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment becomes due shall be personally liable for the expenses, costs and disbursements and attorneys' fees which shall be secured by said lien, including costs and fees on appeal, and such owner at the time such assessment is incurred shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the
assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or any improvement thereon.


The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds for or hereafter placed upon said property or any part thereof. Sale or transfer of any Lot or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all other properties owned by the Association.

ARTICLE VI.
PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the Lots owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose Lots abut such wall.

Page 8--DECLARATION
Section 3. Destruction by Fire or other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

Section 4. Weatherproofing.

Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration.

Any dispute concerning a party wall or any provisions of this Article shall be arbitrated. Each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII.
ARCHITECTURAL CONTROL

Section 1. All plans for the improvement of any lot in this Planned Unit Development, including but not limited to, all building plans, size and dimensions of the buildings, landscaping plans, and the exact location of said buildings and landscaping on said lot must be approved by the Developer. Additionally, the exterior decor and color of all buildings, the location of driveways and parking areas, and the size and dimensions, and location of any
out buildings, must also be approved by the Developer. Said approval must be in writing, and signed by the Developer, or their successors or assigns.

ARTICLE VIII.
EXTERIOR MAINTENANCE

Section 1. The Association shall maintain or provide for the maintenance of the Common Areas. The Lot owners shall provide for the exterior maintenance of their Lot's including, without being limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. In the event that the need for such maintenance or repair occurs and is not remedied by the owner within 30 days after notice thereof, the costs of said repair or maintenance, after completion may be assessed to the lot where the improvements were done, and shall be a lien and enforceable as such against said Lot. The method for the assessment and enforcement of said lien shall be as follows: A meeting of the Association shall be called, pursuant to the bylaws thereof, and the Board of Directors of said Association shall present to the meeting the names of all those owners, who in the opinion of the Directors have not complied with the maintenance requirements hereinabove mentioned.

Section 2. Quorum Requirements.

The quorum requirements shall be the same as those required for the initial meeting referred to in Section 6, Article IV. Any owners found by an affirmative vote of seventy five (75) percent of the members present or by proxy, to have not properly maintained their Lot, will be given notice of the specific deficiencies effecting their Lot, and required to complete said maintenance or repair within ninety (90) days from the date of said notice. All notices to be sent by Certified Mail, Return Receipt Requested, to the address of the Owner at his last known address.

Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own dwelling unit, or units.

Page 10--DECLARATION
ARTICLE IX.
EASEMENTS.

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

ARTICLE X.
BUILDING RESTRICTIONS

Section 1. The following items listed in this Article are required by the City of Newberg, and the Developer, but they are not to be construed as in any way limiting the approval of the Developer, as required in Article VII, as follows:

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curbline.

Set-back Requirements: The front yard to have a 20 foot set-back, the rear yard a 15 foot set-back, and the side yard a 5 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of Newberg.

Square Feet: Square Feet to be contained in each single family dwelling shall be not less than 1280 and in each attached single family dwelling square feet shall be not less than 780 unless waived by the Developer.

Carports: Carports shall not be allowed in single family dwellings or duplex lots. All garage doors shall have power openers.

Fences: Fences contained on lot lines shall be of living nature unless waived by the Association. All fences must be approved by the Architectural Committee of the Association.

Landscaping Plans and Installation: Must be approved by the Architectural Committee of the Association.

Structures: shall contain insulated windows, ceilings, walls and under-brick veneer carriages, and exteriors shall be cedar, redwood, or as approved by the Architectural Committee of the Association.

Roofs: Shall be cedar, tile or approved by the Architectural Committee of the Association.
Exterior Colors shall be natural, earth color or approved by the Architectural Committee of the Association.

Construction Time Limit: All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit.

ARTICLE XI.
USE RESTRICTIONS

Section 1. Unless written approval is first obtained from the Developer, or from the Directors of the Association, no sign of any kind shall be displayed to the public view, on any lot or building, on said property, except signs used by the developer to advertise the property during the construction and sales period.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats, or birds, provided that such household pets are not kept, bred or maintained for any commercial purpose. The number of pets kept on each lot may be limited by rule prescribed by the Association, but the number shall not be reduced below two for each lot owner.

Section 3. Mobile Homes, Temporary Structures.

No mobile home, permanent or temporary, or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be used only during the period of construction, which shall require a permit from the Developer or the Architectural Committee of the Association.

Section 4. Campers, Motor Homes, Travel Trailers, Trucks, Boats, Boat Trailers, Motorcycles.

No Camper, Motor Home, Travel Trailer, Truck, Boat, Boat Trailer, Motorcycle shall be permitted to be left on the owner or tenant occupied drive or street or public street within said property for a period to exceed five (5) days within any four (4) month period.

Section 5. Trash or refuse.

No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the heretofore mentioned will result in the Association having same removed.

Page 12--DECLARATION
and presenting the owner or tenant with a charge for said removal. If not
paid within thirty (30) days, a lien will be recorded against the property,
pursuant to Article V, Section 8.

Section 6. Commercial Business.

No commercial business of any type shall be allowed to be established
or operated from or within this development.

Section 7. Nonusable Motor Vehicles.

There shall not be stored or kept upon said lots or tracts in open and
plain view any old, nonusable motor vehicles, or any type, or any such motor
vehicle which has been stripped or which would be considered junk. Nor shall
any of said lots or tracts be used as a motor vehicle junk yard or for the
furtherance of an automobile wrecking business.

Section 8. One family per single unit dwelling.

No more than one (1) family shall be allowed to dwell in a single unit
family dwelling. This does not apply to overnight guests or temporary visitors.

Section 9. Access.

Access to the lots in this Planned Unit Development should be limited to
those shown on the final plan as approved by the City of Newberg.

Section 10. Common Areas.

All Common Areas are to be maintained by the Association and not otherwise.

Section 11.

All radio and/or television antennas must be attached to a family
dwelling, and may not be higher than 25 feet above the highest point of said
family dwelling.

Section 12.

No offensive noise or activities. No resident or guest of resident
shall make any offensive noises or conduct any activity which offends or
interferes with other residents' use of their property or the common area.

Section 13.

Association Directors will have jurisdiction over activities permitted in
the common use areas. All disputes, complaints or matters of change in

Page 13--DECLARATION
existing or future use restriction will be submitted to the Association
Directors for arbitration.

ARTICLE XII.
GENERAL PROVISIONS

Section 1. Enforcement.
The Association, or any Owner, or the owner of any recorded mortgage on
any part of said property shall have the right to enforce by any proceeding
at law or in equity, all restrictions, conditions, covenants, reservations,
easements, liens, and charges now or hereafter imposed by the provisions of
this Declaration. Failure by the Association, or 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.

Section 2. Severability.
Invalidation of any one of these covenants or restrictions by judgment
or court order shall in no wise affect any other provisions which shall
remain in full force and effect.

Section 3. Amendment.
The covenants and restrictions of this Declaration shall run with and
bind the land, and shall inure to the benefit of and be enforceable by the
Association, or the owner of any Lot subject to this Declaration, their
respective legal representatives, heirs, successors and assigns, for a term
of thirty (30) years from the date this Declaration is recorded, after which
time said covenants shall be automatically extended for successive periods
of ten (10) years each. Any of the covenants and restrictions of this
Declaration, except the easements herein granted, may be amended during the
first thirty (30) year period by an instrument signed by members entitled to
cast not less than ninety percent (90%) of the votes of the membership, and
thereafter by an instrument signed by members entitled to cast not less than
seventy-five percent (75%) of the total votes eligible to be cast. Easements
herein granted and reserved shall not be amended except by instrument signed
and acknowledged by one hundred percent (100%) of the owners of the property

Page 14--DECLARATION
concerned. All such amendments must be recorded in the appropriate deed records of Yamhill County, Oregon, to be effective.

Section 4. Insurance.

The owner of every building located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, and shall upon request, cause the insurance company to furnish to the Association, a certificate showing such insurance to be in effect. If any owner fails to furnish the Association with such certificate, the Association may, if it desires (but it shall not be so obligated) obtain such insurance (with the proceeds payable to the owner, any mortgagees and to the Association as their respective interest may appear). The Association shall assess the cost of such insurance against the owner, and such assessment shall become a lien and collectible and enforceable in the same manner as all assessments provided for herein.

Section 5.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Developer, the Association and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Developer or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver or the right to do so.

Section 6.

Any or all rights, powers and reservations of Developer herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Developer hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein.

Page 15--DECLARATION
DATED this ___ day of May, 1978.

Developer:

BUCKLEY'S MOUNTAIN VIEW PARK

By: [Signature]
Raymond Buckley, First Party, a joint venture

By: [Signature]
Dennis L. Buckley, First Party, a joint venture

By: [Signature]
Joe Brugato, Second Party, a joint venture

STATE OF OREGON

County of Yamhill ss

16th Day of May, 1978

Personally appeared the above named RAYMOND BUCKLEY and DENNIS L. BUCKLEY, First Party, and JOE BRUGATO, Second Party, a joint venture, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 10/1/78

Page 16--DECLARATION

[Signature]
Commencing at the Southeast corner of the James Morris Donation Land Claim No. 46, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; thence South 89° 34' 01" West 35 feet to a point on the Westerly right of way line of State Highway No. 219; thence continuing South 89° 34' 01" West along the North line of PARKWAY, a subdivision of record in Yamhill County, a distance of 1284.95 feet; thence North 0° 11' 20" West 199.11 feet to the true point of beginning; thence continuing North 0° 11' 20" West 226.53 feet; thence South 43° 41' 20" East 88 feet; thence South 88° 39' 23" East 65 feet; thence North 42° 07' 50" East 52.29 feet; thence North 47° 52' 10" West 56.23 feet; thence North 0° 11' 20" East 35.82 feet; thence along the arc of a 47 foot radius curve to the left (chord bears North 86° 04' 51" East 5.03 feet) a distance of 5.03 feet; thence South 0° 11' 20" East 33.95 feet; thence South 47° 52' 10" East 54 feet; thence North 42° 07' 50" East 73 feet; thence South 0° 11' 20" East 176 feet; thence along the arc of a curve to the left (chord bears South 68° 38' 21" West 231.06 feet) a distance of 231.76 feet to the true point of beginning.

EXHIBIT A
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUCKLEY'S MOUNTAIN VIEW PARK
STATE OF OREGON
A residential community with common facilities
AMENDMENT
THIS FIRST AMENDMENT, Made this 27th day of August, 1979, by
RAYMOND BUCKLEY and DENNIS L. BUCKLEY, First Party, and JOE BRUGATO,
Second Party, a joint venture, hereinafter referred to as "Developer"
and DANIELS, WIGGINS and DANIELS, Contractors, a co-partnership
consisting of Rolland J. Daniels, Hal C. Wiggins, and Gerald L.
Daniels and FIRESTONE - MATSON CONTRACTORS, INC. and RANDALL J.
MATTHESEN and MARSHA A. MATTHESEN being all of the owners of purchasers
of real property in BUCKLEY'S MOUNTAIN VIEW PARK and hereinafter
called other owners.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions
for Buckley's Mountain View Park, State of Oregon, a residential
community of common facilities, dated May 19, 1978, was recorded in
Deeds for Yamhill County on May 19, 1978 in Film Volume 129,
pages 711 - 727; and

WHEREAS, it has come to the attention of the Developer and the
other owners that the provisions of Article 10 entitled "Building
Restrictions", being a portion of said Declaration of Covenants,
Conditions and Restrictions hereby amended requires that all fences
contained on lot lines must be of a living nature unless waived by
the association; and

WHEREAS, the owners deem it desirable to delete the above-
mentioned requirement, in order to facilitate the development of
this residential community.

WHEREAS, the following are the names of all individuals having
any rights of ownership in the real property in BUCKLEY'S MOUNTAIN
VIEW PARK:

1. Daniels, Wiggins and Daniels, Contractors, a co-partnership

Page 1--FIRST AMENDMENT TO DECLARATION
consisting of Rolland J. Daniels, Hal C. Wiggins, and Gerald L. Daniels - Lot 6, 11, 12, 13, and 14 in Block 2 and Lot 34 in Block 3, BUCKLEY'S MOUNTAIN VIEW PARK, to the City of Newberg, Yamhill County, Oregon.

2. Firestone - Matson Contractors, Inc. - Lots 5 and 18 in Block 3, BUCKLEY'S MOUNTAIN VIEW PARK, of the City of Newberg, Yamhill County, Oregon.

3. Randall J. Matthiesen and Marsha A. Matthiesen - Lot 12 Block 2 or 507 Buckley Lane, BUCKLEY'S MOUNTAIN VIEW PARK, to the City of Newberg, Yamhill County, Oregon.

NOW THEREFORE, the Developer and all the above-mentioned owners of real property in BUCKLEY'S MOUNTAIN VIEW PARK hereby declare that Article 10, entitled "Building Restrictions", which now states as follows:

ARTICLE X.
BUILDING RESTRICTIONS

SECTION 1:

The following items listed in this Article are required by the City of Newberg, and the Developer, but they are not to be construed as in any way limiting the approval of the Developer, as required in Article VII, as follows:

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curbline.

Set-back Requirements: The front yard to have a 20 foot set-back, the rear yard a 15 foot set-back, and the side yard a 5 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of Newberg.

Square Feet: Square Feet to be contained in each single family dwelling shall not be less than 1280 and in each attached single family dwelling square feet shall be not less than 780 unless waived by the Developer.

Carports: Carports shall not be allowed in single family dwellings or duplex lots. All garage doors shall have power openers.

Fences: Fences contained on lot lines shall be of living nature unless waived by the Association. All fences must be approved by the Architectural Committee of the Association.

Landscaping Plans and Installation: Must be approved by the Architectural Committee of the Association.

Structures shall contain insulated windows, ceilings, walls and under-carriages, and exteriors shall be cedar, redwood, brick veneer or as approved by the Architectural Committee of the Association.

Roofs shall be cedar, tile or approved by the Architectural Committee of the Association.

Exterior Colors shall be natural, earth color or approved by the Architectural Committee of the Association.

Page 2--FIRST AMENDMENT TO DECLARATION
Construction Time Limit: All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit; shall be amended to state as follows:

AMENDED ARTICLE X.
BUILDING RESTRICTIONS

SECTION 1.

The following items listed in this Article are required by the City of Newberg, and the Developer, but they are not to be construed as in any way limiting the approval of the Developer, as required in Article VII, as follows:

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curbline.

Set-back Requirements: The front yard to have a 20 foot set-back, the rear yard a 15 foot set-back, and the side yard a 3 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of Newberg.

Square Feet: Square Feet to be contained in each single family dwelling shall be not less than 1280 and in each attached single family dwelling square feet shall be not less than 780 unless waived by the Developer.

Carports: Carports shall not be allowed in single family dwellings or duplex lots. All garage doors shall have power openers.

Fences: All fences must be approved by the Architectural Committee of the Association.

Landscaping Plans and Installation: Must be approved by the Architectural Committee of the Association.

Structures shall contain insulated windows, ceilings, walls, and under-carriages, and exteriors shall be cedar, redwood, brick veneer or as approved by the Architectural Committee of the Association.

Roofs shall be cedar, tile or approved by the Architectural Committee of the Association.

Exterior Colors shall be natural, earth color or approved by the Architectural Committee of the Association.

Construction Time Limit: All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit.

DATED this 31st day of August, 1979.

Developer:

BUCKLEY'S MOUNTAIN VIEW PARK

By: [Signature]
Raymond Buckley, First Party, a joint venture

By: [Signature]
Dennis L. Buckley, First Party, a joint venture

Page 3--FIRST AMENDMENT TO DECLARATION
by: Joe Brugato, Second Party, a joint venture

By: Rolland J. Daniels

By: Hal C. Wiggins

By: Gerald L. Daniels

By: Firestone - Matson Contractors, Inc. by Ralph L. Matson, President

By: Randall J. Matthiesen

By: Marsha A. Matthiesen

STATE OF OREGON
County of Yamhill

August 24, 1979

Personally appeared the above named RAYMOND BUCKLEY and
DENNIS L. BUCKLEY, First Party, and JOE BRUGATO, Second Party,
a joint venture, and ROLLAND J. DANIELS, HAL C. WIGGINS, GERALD
L. DANIELS, FIRESTONE - MATSON CONTRACTORS, INC by Ralph L. Matson,
President, RANDALL J. MATTHIESEN, and MARSHA A. MATTHIESEN and
acknowledged the foregoing instrument to be their voluntary act

and deed.

Before me:

Alma C. Nelson
Notary Public for Oregon
My commission expires: 3-31-83

Approved pursuant to the ordinance number 87-35 of the
City of Newberg.
SURVEYOR’S CERTIFICATE

State of Oregon )
County of Yamhill ) SS.

J. GLENN LING, Registered Professional Land Surveyor in the State of Oregon, hereby deposeth and saith that during the month of April, 1978, I did accurately survey, subdivide and plat into lots, park and streets the lands hereafter described on the attached map of BUCKLEY’S MOUNTAINVIEW PARK, the boundary of which is described as follows:

Beginning at the southwesterly corner of the James Morris Donation Land Claim No. 46, Section 7, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon; thence continuing S90°W54½’E, along the northerly line of PARCEL A, a subdivision of real estate in Yamhill County, 1984-11-26; thence N30°E05’30”W to the west right-of-way line of State Highway No. 26; thence N0°71’52”W, along and right-of-way line, 1984-11-26; thence S90°W54½’E, along and right-of-way line, 1984-11-26; thence S90°W54½’E, along and right-of-way line, 1984-11-26; thence S90°W54½’E, along and right-of-way line, 1984-11-26; thence S90°W54½’E, along and right-of-way line, 1984-11-26; thence N35°E50’59”W to the southwesterly corner of the James Morris Donation Land Claim No. 46, Section 7, Township 3 South, Range 2 West, Willamette Meridian, Yamhill County, Oregon.

I further depose and say that the attached map is a true and correct representation of the lots, park, and streets as stated on the ground with 95% steel pins at all exterior boundary line changes of direction, unless otherwise noted.

I further depose and say that all interior monuments will be set on or before July 1, 1978, pursuant to ORS 52.070, subsection 6.

Subscribed and sworn to me this 18th day of April, 1978.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Raymond Buckley, Daniel Buckley and Joe Breglio, doing business as Buckley-Breglio Joint Venture and Carlos Buckley are the donors of the lots represented on the attached map as more particularly described in the Surveyor’s Certificate, hereinbefore referred to and as hereinafter designated and bound to be surveyed and plotted into lots and streets and designated as “BUCKLEY’S MOUNTAINVIEW PARK” and hereby dedicate to the public use forever the streets and easements as shown hereto, in consideration of which we have set our names this 18th day of April, 1978.

Raymond Buckley
Daniel Buckley
Joe Breglio
Carlos Buckley

UTILITY EASEMENT

A perpetual easement is reserved for drainage and utility installation, maintenance and replacement carried under the ground in streets and in common with adjoining and abutting all public right-of-way and also in the utility easement as shown on the map attached hereto. This reservation shall include the right of ingress to and egress from any and all easements in any manner necessary for the performance of construction maintenance or removal of utility equipment provided that the utility using this easement shall restore the property as near as practicable to its condition prior to said installation or maintenance.

ACKNOWLEDGEMENT

State of Oregon )
County of Yamhill ) SS.

This is to certify that on this 18th day of April, 1978, before me, a Notary Public for the State of Oregon in the County of Yamhill, did personally appear Raymond Buckley, Daniel Buckley and Joe Breglio, doing business as Buckley-Breglio Joint Venture and Carlos Buckley, who are personally known to me to be the identical persons described in and who executed the dedication attached hereto and acknowledged to me that they executed the same freely and voluntarily.

Barbara Carbone
Notary Public

APPROVALS

Approved this 18th day of April, 1978.
City of Newberg Mayor

Approved this 18th day of April, 1978.
City of Newberg Recorder

Approved this 17th day of April, 1978.
City of Newberg Planning Commission

Approved this 17th day of April, 1978.
City of Newberg Engineer

Approved this 17th day of April, 1978.
Yamhill County Engineer

Approved this 17th day of April, 1978.
Yamhill County Board of Commissioners

Yamhill County Commissioner

Yamhill County Commissioner

Yamhill County Commissioner

Yamhill County Commissioner

This instrument was executed on the 18th day of April, 1978, and recorded in the Office of the Yamhill County Recorder on 1978-04-18.

ATTACH: Yamhill County Recorder’s Office

Sheet 2 of 2