DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CANYON VIEW ESTATES

THIS DECLARATION, made on the date hereinafter set forth by HOLLYTREE Properties, Inc., an Oregon corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Lafayette, County of Yamhill, State of Oregon, which is more particularly described as:

Legal description per Exhibit "A", attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration as outlined above shall be known as Canyon View Estates, a subdivision described in Exhibit "A", which real property shall hereinafter be referred to as "properties".
ARTICLE II
DEFINITIONS

Section 1. "Area of common responsibility" shall mean and refer to the common area and Canyon View Estates street lighting system, the maintenance, repair or replacement of which is the responsibility of the Association and such other responsibilities assigned to the Association in accordance with Article VII, Section 3.

Section 2. "Association" shall mean and refer to 'Canyon View Estates Association', its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Declarant does not intend to build any improvements on the Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Legal description per Exhibit "A" attached hereto and made a part hereof.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. There are forty-one (41) Lots in Canyon View Estates.

Section 7. "Unfinished Lot" is any lot which has never had a coach set up on it whether unoccupied or not.

Section 8. "Declarant" shall mean and refer to HOLLYTREE PROPERTIES, Inc., and any person who succeeds to any special Declarant right and to whom all of Holleytree Properties, Inc.'s ownership interest is transferred or any person, other than the Association, to whom Holleytree Properties, Inc. has transferred, for the purposes of resale, all of Holleytree Properties, Inc.'s ownership interest in the Canyon View Estates.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and to impose reasonable regulations for the use of the Common Area;

b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against such owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Declarant reserves the right to use any units it owns as models, management offices, or sales offices until declarant conveys title thereto to another owner. Declarant reserves the right to relocate such models or offices from time to time within the property. Declarant further reserves the right to maintain on the property a reasonable number of signs, not to exceed six (6) of reasonable size as may comply with applicable government regulation. Declarant may place signs in any location on the property other than a Lot owned by another owner and may remove or relocate signs, all at the sole discretion of Declarant. This provision may not be amended with Declarant's consent.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class "A" members shall be all owners with the exception of the Declarant. Class "A" members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons
shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

If more than one person seeks to exercise a Lot's vote, such Lot's vote shall be suspended.

Class B. The Class "B" member shall be the Declarant and it shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease upon the happening of any of the following events, whichever occurs earlier:

a) When the Declarant has sold thirty Lots, or

b) On May 1st, 1986, or

c) When, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one vote for each Lot in which it holds the interest required for membership. At such time, or after Declarant has sold twenty (20) Lots, whichever occurs first, the Declarant shall call a meeting for the purpose of selecting a transitional advisory committee.

ARTICLE V

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Owner's Responsibility. All maintenance of the Lot and all parts of the residence thereon shall be the responsibility of the owner. No owner shall (1) decorate or change the appearance of any portion of the exterior of the residence or the exterior appearance of a Lot unless such decoration or change is first approved, in writing, by the architectural committee, or (2) do any work or fail to do any work which, in the reasonable opinion of said architectural committee would, to a material extent, jeopardize the soundness and safety of the properties, reduce the value thereof, or impair any easement, without in every such case the unanimous, prior written consent of all owners.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Annual Assessments or charges, (2) Special Assessments for capital improvements, (3) Class "A" assessment pursuant to Section 6 of this Article and (4) fines and charges levied pursuant to Section 21, Article VIII and late charges, such assessments, fines and charges to be established and collected as hereinafter provided. The annual, special and Class "A" assessments, fines and charges, together with interest, costs and reasonable attorney's fees, 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 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 when the assessment fell due. The Owner's successor in interest shall be jointly and severally liable for any assessment that is due and payable at the time of the conveyance.

Section 3. Assessments and Profits. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Areas of Common responsibility, and of the homes situated upon the Properties. The profits derived from the common elements shall be distributed pro rata to the owner of each Lot.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be forty-eight dollars ($48.00) per Lot for Class "A" members. Class "B" members shall be assessed twelve dollars ($12.00) for each unfinished Lot.

For each succeeding year, the Board, at least 30 days prior to the Association's annual meeting, shall prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least 21 days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. In the event that the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. Class "B" members shall be assessed 25% of the assessment for Class "A" members for each Class "B" unfinished Lot.

Section 5. Reserve Account. From the monies collected for the annual assessment, the Association shall establish a separate account to be known as the reserve account for the purpose of replacement of all items of common property which will normally require replacement, in whole or in part, in more than 3 and less than 30 years. The reserve account shall be maintained, modified and administered in accordance with Oregon law.

Section 6. Class "A" Assessments. If for any reason the Class "A" members wish to expand the services of the Association to include services and or maintenance to their Properties they may, by a 3/4 vote of their Class "A" membership, request such service and the assessment for such services shall be at a uniform rate against all Lots owned by Class "A" members.

Section 7. Collections. The Board of Directors shall fix the annual Common Area maintenance assessments, special assessments and the
Class "A" assessments in amounts not in excess of the sums authorized pursuant to the foregoing, and may collect the same in installments.

If any owners shall be in default in payment of any installment of an assessment, the Board of Directors may accelerate the remaining installments upon ten (10) days written notice to such owner, whereupon the entire unpaid balance of such assessment shall become due upon the date stated in such notice.

Section 8. Special Assessments for Capital Improvements. In addition to the annual 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, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures, and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. Such special assessment shall be fixed and levied at a uniform rate for all Class "A" Lots and may be collected in installments.

Section 9. Notice for Any Action Authorized Under Sections Above Requiring Voting. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4, 6 and 8 shall be sent to all members of the class or classes to vote thereon not less than 21 days nor more than 60 days in advance of the meeting. Upon written request of any institutional holder of a first mortgage, that holder shall be entitled to written notice of any such meeting and shall be permitted to designate a representative to attend and observe the meeting.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the legal interest rate and shall incur a late charge in an amount not to exceed 10% of the unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments late charge, fines and other charges provided for herein shall be subordinate to the lien of any first mortgage and prior to any
other interest in the Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any landscaping in front or side yards (visible from streets) be made, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications in a form as the architectural committee may require, showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the architectural committee composed of three (3) or more representatives appointed by the Board. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Building Specifications and Construction: Materials and color schemes. Every mobile home, building, fence, wall or other structure or exterior improvement placed on any part of said property shall be constructed with new material unless the use of other than new material shall have received the written approval of the architectural committee. No buildings or dwellings constructed elsewhere shall be moved to or placed on said property except with the written approval of the architectural committee. All color schemes on exterior of buildings must be harmonious with surrounding motifs and must have the approval of the architectural committee. All costs associated with these improvements are the responsibility of the homeowner or landlord.

Required improvements to be made by all residents of Canyon View Estates at their own expense will be the following:

- covered parking
- skirting
- covered front entry

Section 3. The architectural committee may disapprove the plans and specifications in whole or in part by reason of non-compliance with any of the provisions of this declaration and also by reason of reasonable dissatisfaction of said committee with all or some part of the proposed structure as disclosed by the plans and specifications. The architectural committee shall, in making its decisions, exercise reasonable judgment as to whether or not the proposed structure will be harmonious and in keeping with the general plan of improvement of land as the residential homesite and with structures erected on other lots. If the architectural committee disapproves the plans and speci-
fications in whole or in part, it should give notice in writing to the lot owner or his designated representative stating in general terms the reasons for disapproval.

Section 4. The approval by the architectural committee of any plans or specifications shall not be considered a waiver by said committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for the same or any other lot.

Section 5. The construction work on any and all structures and improvements shall be pursued diligently and continuously from commencement of construction until such structure or improvement is fully completed. All structures and improvements shall be completed as to external appearance including finished painting within ten (10) months from the date of commencement of construction unless the owner of the lot is prevented from doing so by civil disturbance, war, strike, Act of God, or other disaster.

Section 6. Existing dwellings shall not be subject to review by the Architectural Committee unless, (a) these dwellings cease to be occupied by the current occupants at any time after these covenants are recorded, or, (b) construction or reconstruction is proposed on these properties and the cost of such construction or reconstruction exceeds 25% of the value of the existing structure.

ARTICLE VII
COMMON AREA MAINTENANCE RESPONSIBILITIES

Section 1. The Association shall maintain or provide for the maintenance of the Common Areas, under the direction of the Board of Directors.

Section 2. The Common Areas maintenance shall include power and repair for street lights, upkeep of open space and entry monument.

Section 3. The Association may assume other responsibilities as the membership by majority vote may designate for the good of the whole.

ARTICLE VIII
USE RESTRICTIONS, SETBACKS, HEIGHTS

All property shall be used for residential purposes. The following restrictions shall be applicable to the real property described in EXHIBIT "A", and shall be for the benefit of and/or provide limitations to and upon all present and future owners of said property, or for any interestholders therein:

Section 1. Signs. Unless written approval is first obtained from the architectural committee no sign of any kind shall be displayed to the public view on any building or building site on said property
except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sales period.

Section 2. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements no structure, or planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels 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 in 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. Any improvements within the easement are of the individual owner's risk and maintenance authorities should be held harmless for any loss due to maintenance or repair.

Section 3. Damage to Personal Property. All residents are responsible for parking their mobile home on the site designated and in the location specified by the Association. Any resident incurring damage to the property of the Association or to any personal property is entirely responsible for reimbursing the owner of the damaged property for repair or replacement.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats, or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose, and provided they are not a nuisance to neighbors or property owners within the Association. The actual number permitted may be determined by the Board of Directors.

Section 5. Commercial Activity. No commercial activity of any kind should be conducted regularly from any residence in Canyon View Estate.

Section 6. Trash and rubbish. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Containers as approved by the designated pickup service may be used for trash and garbage. All raw garbage must be wrapped before placing it in the outside containers. Residents are responsible for placing the container as stipulated by the pickup company and for prompt removal after pickup. All garbage containers will be stored inside storage sheds or screened from public view.
Section 7. Noxious odors. No offensive or noxious odors or conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Neat Appearance. The exterior of the mobile home must be kept in a clean and neat appearing condition. All electrical, water, and sewer connections must be kept in a good, safe and leak-proof condition at all times and in compliance with all state and local laws. Report any community facility that is not functioning properly to the President of the Association. Unsightly vehicles shall not be permitted to park on mobile home spaces or any open spaces within Canyon View Estates.

Section 9. Hitches and Tongues. All hitches and tongues will be removed completely from all mobile homes. If possible, new homes should be ordered with removable hitches and tongues.

Section 10. Parking. No repairing or servicing of motor vehicles shall be permitted in the streets. Any motor vehicle that is dripping oil or gasoline must be fixed in order to prevent damage to the paving. No parking (longer than 24 hours) of travel trailers, detached campers, boats, motorhomes, or campers is permitted in the street. No repair or servicing of motor vehicles on private property shall be permitted for more than 48 hours unless the vehicle is hidden from the street and neighboring properties.

Section 11. Outside Storage. Storage under the mobile home is not allowed. No appliances are allowed outside the mobile home or garage. Patio furniture and a storage building are the only items permitted outside the mobile home. All other personal property should be stored inside or screened from public view.

Section 12. Disturbing the peace. Televisions, radios and stereos should be enjoyed in such a manner that they do not disturb the other residents.

Section 13. Structures. No trailer, camper-truck, shack, tent, garage, or other out-building shall at any time be used as a residence on any part of said property.

Section 14. No existing trees shall be cut or removed without permission of the Architectural Committee.

Section 15. Air-coolers. No roof mounted air coolers will be permitted.

Section 16. Division or Combination of Lots. Owners may not further divide lots as shown on the plat. A residence may occupy more than one lot provided that the set back and easement provisions of this declaration and the plat are complied with.

Section 17. Defacing. All Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns or shrubs, or defacing or altering of any equipment or facility will be permitted without approval of the Board of Directors.
Section 18. Disputes and Arbitration. The directors of the Association shall have jurisdiction over activities permitted in the common use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. All disputes, complaints or matters of change in existing use areas. 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Section 19. Mining. No property shall be used for the purpose of exploring for, or taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances, or minerals.

Section 20. Set Back Restrictions. All dwellings constructed upon said property shall conform to the set back restrictions as shown on or filed with the official recorded plat. All mobile homes shall be situated on the lot so that the minimum front yard set back to the face of any corner of the mobile home is 15 feet.

Section 21. Rules. The Board of Directors shall have the authority to make the enforce reasonable rules and regulations governing the conduct, use and enjoyment of the Properties, provided that copies of all such rules and regulations be furnished to all owners. Rules and regulations shall be adopted in accordance with procedures provided in the By-Laws. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the Properties for violation of any duty imposed under this declaration, the By-Laws or any rules and regulations duly adopted thereunder in addition to any other powers granted by this declaration. If any owner fails to comply with the requirements of this declaration, then the Association, after notice, may enter upon the property of such owner and remove rubbish and trash and weeds and do all things as may be necessary to place the property in a neat and orderly condition in accordance with this declaration. An account shall be mailed to the owner stating the expense for such work and shall be due within five (5) days after written demand is sent to the owner. If such claim is not paid within said time, the charges shall be a lien against the lot. In any action to enforce any provisions of this declaration, including any appeal thereof, the prevailing party therein shall be entitled to an award of reasonable attorney's fees to be paid by the unsuccessful party in such action.

Section 22. Appeal. Any decision by the architectural committee may, be appealed to the Board by the applicant or by no less than 3 owners by filing a written request with the Board within 10 days of any such decision. The Board has the authority to amend, reverse or approve the architectural committee decision.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all
restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of the 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 way 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. By-Laws. The Owners of all Lots, their tenants and guests, shall be except as otherwise provided, bound by the Articles of Incorporation and By-Laws of the Association.

Section 5. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary and desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorneys fees, reasonably incurred by, or imposed upon, any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be party by reason of being or having been an officer or director, except their own individual misfeasance, malfeasance or bad faith. The Association shall, as a common expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation.

Section 7. Transfer of Ownership. Declarant shall transfer ownership of the Common Area to the Association on or before the turnover meeting as provided in the By-Laws.

ARTICLE X

INSURANCE

Section 1. The Association may obtain and maintain at all times as a common expense insurance, including a casualty insurance policy for and in an amount consonant with the full replacement cost of all
structures within the Common Area and a liability insurance policy or policies in amounts not less than $100,000.00 covering the Association, the Board of Directors, Officers and all agents and employees of the Association. Such insurance shall run to the benefit of the Association, and their respective mortgagees, as their interest may appear.

Section 2. In addition to casualty insurance on the Common Area, the Association may obtain and continue in effect adequate blanket all-risk casualty insurance in such form as the Board of Directors deems appropriate for the full replacement costs of all structures on all Lots. Cost of coverage shall be a common expense to the Association. All such policies shall provide for a Certificate of Insurance for each Owner to be furnished to the Association and shall further provide that the policy may not be cancelled or terminated except upon at least 30 days written notice to the Association, except 10 days written notice for non-payment of policy premium. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustees for each of the Owners.

Section 3. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that in the event such Association does not carry blanket all-risk casualty insurance on the lots and structures, constructed thereon, each Owner shall carry such insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and individual Owner determines not to rebuild or reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4. Insurance coverage obtained and maintained by the Association shall not be brought into contribution with insurance purchased by Lot Owners or their mortgagees.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of August, 1984.

HOLLYTREE Properties, Inc., an Oregon corporation

By: Boyd N. Hawley, President

By: Errol M. Hawley, Secretary
STATE OF OREGON,

County of Washington

BE IT REMEMBERED, That on this 28th day of August, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Boyd N. Havley and Erroyl M. Havley, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to be that, they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission expires 10/31/86

STATE OF OREGON)

County of Yamhill

I hereby certify that the within is a true copy of the record as recorded by me in Yamhill County records:

Vol. 183 Page 2156

[Signature]
Clerk
Yamhill County, Oregon

After recording return to:
Landmark Company
7065 SW 92nd
Portland, Oregon 97223
SURVEYOR'S CERTIFICATE:

I, Clarence E. Barker, being first duly sworn, depose and say that I have surveyed and marked with proper monuments the land herein described as "CANYON VIEW ESTATES", a Planned Unit Development Subdivision for Mobile Homes, which is described as follows:

Beginning at the Initial Corner of this subdivision which is a 2-inch by 3-inch galvanized iron pipe set 6 inches below the surface of the ground at the Southwest corner of Block 33 in the Original Plat of the Town of Lafayette, Oregon, which point bears North 59° 43' 09" East 438.00 feet and South 87° 13' 11" East 500.13 feet from Angle Corner No. 4 in the Easterly boundary line of the Elijah Williams Donation Land Claim No. 43 in the Southeast 1/4 of Section 1, Township 4 South, Range 6 West of the Willamette Meridian in Yamhill County, Oregon; thence North 16° 40' 00" East along the Easterly Line of said Town of Lafayette, 339.92 feet to an iron rod marking the Southwest corner of Block 33 of said Town of Lafayette; thence North 73° 10' 00" West parallel with the Easterly prolongation of Eighth Street, 85.00 feet to an iron rod marking the Southwest corner of that tract of land conveyed to Christian E. Neud, by deed recorded in Film 178, Page 122, Deed Records for Yamhill County, Oregon; thence North 16° 40' 00" East along the Easterly Line of said Umf Tract, 339.92 feet to an iron rod; thence Northwesterly along the arc of a 30.00 foot radius curve to the left (the chord of which bears North 04° 51' 31" East 10.25 feet to an iron rod; thence North 85° 07' 11" East 14.31 feet to an iron rod; thence South 73° 10' 00" East parallel with said Eighth Street, 131.00 feet to an iron rod in the Easterly Line of Section 3 as described in Film 164, Page 1979, Deed Records for Yamhill County, Oregon; thence North 16° 40' 00" East along said Easterly Line, 131.00 feet to an iron rod in the Southerly Line of the 14.67 acre tract described in Deed to Bert Brooks and wife, recorded March 17, 1977, in Book LII, Page 304, Deed Records (Yamhill County, Oregon); thence North 73° 10' 00" West along the Southerly Line of said Brooks Tract, 80.00 feet to an iron rod marking the Northeast corner of that certain 3.76 acre tract conveyed to G. M. Perkson by deed recorded January 21, 1972 in Book LII, Page 305, Deed Records for Yamhill County, Oregon; thence South 85° 00' 00" West along the North Line of said Perkson Tract, 504.54 feet to a point on the Easterly Line of the Judd Perkson Donation Land Claim No. 41; thence South 15° 00' 00" East along the Westerly line of said Perkson Claim, 508.20 feet to an iron rod marking the angle between the above mentioned line and a line continuing along said claim line South 19° 47' 08" West 375.15 feet to an iron rod marking the Southeast corner of that certain 7.67 acre tract conveyed to R. E. Fensmore, by deed recorded May 19, 1890 in Book 23, Page 293, Deed Records for Yamhill County, Oregon; thence North 89° 38' 53" East along the South line of said Fensmore Tract, 404.18 feet to the point of beginning and containing 11.332 acres of Land, more or less.
CANYON VIEW ESTATES
A PLANNED UNIT DEVELOPMENT FOR MOBILE HOMES
IN S.E. 1/4, SEC. 1, T 4 S, R 4 W, W.M.
CITY OF LAFAYETTE, YAMHILL COUNTY, OREGON

SURVEYOR'S CERTIFICATE:

L. Clarence R. Banker, being first duly sworn, deposes and says that I have surveyed and marked with proper monuments the land herein known as "CANYON VIEW ESTATES," a Planned Unit Development Subdivision for Mobile Homes, which is described as follows: Beginning at the Initial Corner of this subdivision which is a Isaiah 101 by 101 inch galsionized iron post 6 inches below the surface of the ground at the Northwest corner of Block 31 in The Original Plat of the Town of Lafayette, Oregon, which post bears North 89°37'13" East 438.00 feet and North 89°37'13" East 609.00 feet from Angle Corner No. 4 in the Easterly boundary line of the Elizibeth Williams Metro land Claim No. 53 in the southeast 1/4 of Section 1, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon; thence North 16°10'00" East along the Westernly line of said Town of Lafayette 571.93 feet to an iron rod marking the Southeast corner of Block 37 of said Town of Lafayette; thence North 73°15'00" West parallel with the Westernly Proximination of Eighth Street, 83.00 feet to an iron rod marking the Southeast corner of said tract of land conveyed to Christian R. Reed, by deed recorded in File 132, Page 19, Record for Yamhill County, Oregon; thence North 18°50'00" East along the Westernly line of said Reed Tract, 129.72 feet to an iron rod; thence North-easternly along the arc of a 30.00 feet radius center in the left side of the road (the road which bears North 04°51'30" East 10.22 feet to an iron rod; thence North 07°57'13" East 45.92 feet to an iron rod; thence South 73°15'00" East parallel with said Eighth Street, 151.00 feet to an iron rod in the Easterly line of Parcel 3 as described in File 109, Page 1973, Record for Yamhill County, Oregon; thence North 86°40'00" East along said Easterly line; 157.00 feet to an iron rod in the Southerly line of the 15.67 acre tract described in deed to Ben Browne and wife, recorded December 17, 1931, in Book 111, Page 305, Record for Yamhill County, Oregon; thence North 73°15'00" West along the Southerly line of said Browne Tract; 80.00 feet to an iron rod marking the Southeast corner of that corner 6.24 acre tract conveyed to G. M. Mark, by deed recorded January 31, 1932, in Book 111, Page 305, Record for Yamhill County, Oregon; thence South 89°37'13" West along the North line of said Browne Tract; 306.70 feet to a point on the Westernly line of the Joel of the Floyd D. Ham Land Claim No. 42; thence South 37°10'00" East along the Westernly line of said Ham Land Claim No. 42, 305.20 feet to an iron rod marking a point marked by a 9.67 acre tract conveyed to J. H. Vumahey, by deed recorded May 9, 1936, in Book 33, Page 209, Record for Yamhill County, Oregon; thence South 89°37'13" East along the South line of said Vumahey Tract; 305.15 feet to a point of beginning and containing 11.52 acres of land, more or less.

L. Clarence R. Banker
Registered Land Surveyor No. 636

STATE OF OREGON
COUNTY OF YAMHILL

1. Jim Worrell, County Assessor, and Ted Lapuzya, David Bishop, and razón Hantiet, Commissioners for Yamhill County, Oregon, do hereby approve the within plat and dedication which are in due and legal form.

Jim Worrell
County Assessor

Ted Lapuzya
David Bishop
Razón Hantiet

Commissioners

Attest:

Sue Chapman
Clackamas County Surveyor

STATE OF OREGON
COUNTY OF YAMHILL

I hereby certify that the within was received and duly recorded by me in Yamhill County records.

Sue Chapman
Clackamas County Surveyor

The within Plat is hereby Approved

Barkley NCumber\x203A
Chairman, Lafayette Planning Commission

City Manager

Yamhill County Surveyor

Texas have been paid to

Yamhill County Tax Collector

and estimated taxes according to U.S. 30595 to

Yamhill County Tax Collector

DESIGNATION:

Know all men by these presents that we, First National Bank of McMinnville, in the State of Oregon, a corporation, T. A. Gunnison, President, do hereby authorize and empower the seal affixed to the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of the board of directors.

T. A. Gunnison, President

First National Bank of McMinnville

SECRETARY-REPORTER

STATE OF OREGON
COUNTY OF YAMHILL

On this 30th day of September, 1983, personally appeared before me, a Rotary Public in and for said County and State, T. A. Gunnison, President of First National Bank of McMinnville, an Oregon Banking Corporation, to be personally known to me to be the identical person described in and who personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes herein named and without fear or compulsion from anyone and that the seal affixed to the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of the board of directors.

T. A. Gunnison, President

 Rotary Public for Oregon

By Commission Expires 6/29/86

STATE OF OREGON
COUNTY OF YAMHILL

On this 30th day of September, 1983, personally appeared before me, a Rotary Public in and for said County and State, T. A. Gunnison, President of First National Bank of McMinnville, an Oregon Banking Corporation, to be personally known to me to be the identical person described in and who personally acknowledged to me that he executed the same freely and voluntarily for the uses and purposes herein named and without fear or compulsion from anyone and that the seal affixed to the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of the board of directors.

T. A. Gunnison, President

 Rotary Public for Oregon

By Commission Expires 6/29/86