DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR CENTURY PARK

This DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS FOR CENTURY PARK, YAMHILL COUNTY, OREGON (herein known as the "Declaration") is hereby made and executed this 30th day of December, 2003, by Keith Gouger and Mary Lou Gouger (herein known as "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of all that certain real property located in Yamhill County, Oregon and legally described as CENTURY PARK, as has been platted and designated as CENTURY PARK according to the map and plat thereof on file with the deed and mortgage records of Yamhill County, Oregon.

WHEREAS, Declarant desires to subject CENTURY PARK to the conditions, covenants and restrictions contained herein for the benefit of all of the lots in CENTURY PARK and their present and subsequent Owners.

SECTION 1 - DEFINITIONS.

The following words and terms, when used in this Amendment to Declarations, and supplemental Declarations or any changes, amendments, or modifications hereto, shall have the following meanings:

1.1 "Association" shall mean the CENTURY PARK Homeowners's Association.

1.2 "Board of Directors" shall mean the Board of Directors who are elected to govern the Association pursuant to the Bylaws of the Association.

1.3 "Lot" shall mean and refer to any parcel or lot of the recorded subdivision map or plat of CENTURY PARK as recorded.

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1.4 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any of the lots or parcels of CENTURY PARK.

1.5 "Street" shall mean and refer to any street, alley, public way, highway, cul-de-sac, or other thoroughfare providing a means of access and shown of any recorded subdivision map or plat of CENTURY PARK.

1.6 "House" shall mean and refer to a dwelling (which contains a common wall) intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage.

1.7 "Mortgagee" shall mean the holder of a mortgage on real property of CENTURY PARK and shall have the meaning set forth in ORS 86.010, et. seq. and shall include beneficiaries of deeds of trust.

SECTION 2 - HOMEOWNERS ASSOCIATION PROVISIONS.

2.1 The Association shall be established when seventy five percent (75%) of the lots have been sold by Declarant to third parties. Declarant shall call a meeting for the purpose of turning over administrative responsibility for the development to the Association. The Declarant shall give notice of the meeting to each Owner. Upon activation of the Association, the bylaws to the Association shall take effect and govern the Association's activities. At said meeting, the owners shall elect a board of directors in accordance with the bylaws of the Association.

2.1. At the turnover meeting, the Declarant shall turn over to the Association the responsibility for the administration of the Association, and said Association shall accept the administrative responsibility. The Declarant shall deliver to the Association the following:

2.1.1 The original or a photocopy of the recorded declaration and copies of the bylaws of the development and any supplements and/or modifications to the bylaws;

2.1.2 The minute books, including all minutes and other books and records of the Association and the board of directors;

2.1.3 All rules and regulations adopted by the Declarant;

2.1.4 All funds, if any, of the Association and control of all such funds;

2.1.5 All tangible personal property that is or is intended to be property of the Association, and an inventory of the property, if any;

2.1.6 Copies of any income tax returns filed by the Declarant in the name of the Association, and supporting records for the returns, if any;
2.1.7 All bank signature cards, if any;

2.1.8 An operating budget for the portion of the development over to Association administration;

2.1.9 A copy of "as-built" architectural, structural, engineering, mechanical, electrical and plumbing plans, if available;

2.1.10 The plans for underground site service, site grading, drainage, and landscaping together with cable television drawings;

2.1.11 Any additional plans and information relevant to future repair or maintenance of CENTURY PARK;

2.1.12 Any insurance policies associated with CENTURY PARK;

2.1.13 Any permits issued by governmental bodies applicable to the development in force or issued within one year before the date on which the Owners assume administrative responsibility of the Association;

2.1.14 A roster of Owners and their addresses and telephone numbers, if known, as shown on the records of the Declarant;

2.1.15 Employment or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service; and

2.1.16 Any other contracts to which the Association is a party.

2.1.17 In order to facilitate an orderly transition during the four (4) month period following the turnover meeting, the Declarant or an informed representative shall be available to meet with the board of directors on at least three mutually acceptable dates to review the documents set forth above.

2.2 The Association shall establish and collect sufficient funds from each Owner to sufficiently fund account estimates based on amounts developed by the Board of Directors which would normally perform or contact for services which instead are provided by the Association and also establish and collect such dues and fees from each Owner necessary to pay for all maintenance of the common areas set forth herein.

2.3 The method of determining voting rights, the liability of each Lot, and the right of each Lot to any common profits of the Association shall be as follows:
2.3.1 The allocation of votes to Lots shall be one (1) vote per Lot except any Lots owned by Declarant which shall have four (4) votes per Lot. If there are joint owners associated with a specific lot, those owners together shall only be entitled to one (1) vote.

2.3.2 All owners and contract purchasers of Lots in CENTURY PARK shall be members of the Association.

2.4 There shall be no restrictions on the alienation of Lots. A Lot may not be divided but may be combined with other Lots, but only with the approval of the Association and only in compliance with all applicable laws and ordinances.

2.5 The bylaws of the said Association shall govern the said Association.

SECTION 3 - COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each Lot of CENTURY PARK for the benefit of every other Lot in CENTURY PARK and may be enforced by any Owner or the Association:

3.1 No Lot shall be used for any purpose other than for the construction and occupancy of a house (no mobile homes or manufactured homes are allowed) and except as set forth herein, for residential purposes only.

3.1.1 Certain commercial activities may be carried out and permitted within CENTURY PARK but only upon the express terms and conditions set forth herein. Owners may engage in repairs of their own automobiles as long as such activities are limited to minor repairs or are carried out in areas not visible from the street. Inoperable vehicles may not remain on any Lot more than 3 days unless housed completely inside a garage and not visible from the street.

3.1.1.1 Commercial activities may be carried out and permitted so long as the said commercial activity is not obvious and does not adversely affect or impact other lots, including the traffic flow within CENTURY PARK.

3.2 No large animals, livestock, or poultry of any kind shall be raised, kept or permitted upon any Lot or in any part of CENTURY PARK; any permitted animals which are kept in CENTURY PARK must not create any type of nuisance or noxious activity (including noise).

3.2.1 No animals shall be allowed to become a nuisance to any resident within CENTURY PARK.

3.2.2 All animals permitted under this subsection shall not be kept, bred, or raised for commercial purposes or be maintained in unreasonable numbers.
3.3 No Lot in any area in or part of CENTURY PARK shall be used for the purpose of exploring for, taking therefrom, or the production of gas, oil or any other hydrocarbon or mineral substance.

3.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of CENTURY PARK, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of CENTURY PARK as a high-class residential neighborhood.

3.5 No trucks rated in excess of one (1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed, or maintained for any purpose on any Lot or in any part of CENTURY PARK, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pick ups or deliveries within CENTURY PARK nor prohibit or restrict trucks or commercial vehicles that are necessary for the construction of houses, permitted structures, or future development or the maintenance within CENTURY PARK. Activity or usage in connection with construction projects shall be limited to 7:00 A.M. to 6:00 P.M. Monday through Saturday and 8:00 A.M. to 5:00 P.M. Sundays of any week.

3.6 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of CENTURY PARK for a period of time in excess of fourteen (14) days in any calendar year; except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and in such a manner so that it is not a nuisance to any Owner and will not detract from the value of CENTURY PARK. No boat, bus, truck, recreational vehicle or inoperable vehicle shall be placed, stored or parked on any Lot, or in any part of CENTURY PARK at any time unless enclosed or screened from public view.

3.7 Each Lot shall provide adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder. On each street, one side of the street will be designated for parking for guests only; provided, however that associated with the houses located on a cul de sac then no parking is allowed on the street.

3.8 No motorcycle, all terrain vehicle, or any other motorized recreational vehicle shall be operated on any Lot, or in any part of CENTURY PARK except on streets and then only as a means of transportation and provided its operation does not become an annoyance to any other Owner of any other Lot in CENTURY PARK.

3.9 No television antennas or radio aerials shall be permitted upon any Lot, House, or any part of or area of CENTURY PARK. Satellite receivers and dishes shall be permitted on a Lot, House, or any part of or area in CENTURY PARK only if such are screened from view of any
Street and are not placed on the roof of any structure. All utilities shall be installed underground.

3.10 No Lot, or area in or part of CENTURY PARK shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage, or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within CENTURY PARK for not more than twenty-four (24) hours provided it is stored in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and shall not cause or be a form of nuisance to any resident in CENTURY PARK. Trimmings, cuttings and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in CENTURY PARK.

3.11 No Lot or other area in CENTURY PARK shall have a clothesline or any similar device or structure located so as to be visible from any street in CENTURY PARK. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Board of Directors. No changes or alterations to such scheme are permitted without the prior consent of the Board of Directors.

3.12 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, house, garage, or in any area or part of CENTURY PARK except for garage sale signs, political signs, and one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

3.13 No Owner, invitee, or licensee shall allow any activity to occur which will cause a level of noise to be offensive or disruptive to any one else within CENTURY PARK.

SECTION 4 - SPECIFIC BUILDING RESTRICTIONS.

4.1 The only structures which can be constructed on any one single lot are one house, one attached garage, one storage shed in the rear yard, and associated fencing. No house, garage, fence, storage shed, or wall upon any lot, or in any area or part of CENTURY PARK shall be erected or constructed or any exterior remodeling performed unless and until a complete set of plans and specifications therefore has been submitted to, reviewed and approved in writing by the Board of Directors. An applicant must submit to the Board of Directors the following documents associated with the said request for approval:

a. Two (2) sets of architectural plans including: floor plans indicating building dimensions and areas; building elevations indicating exterior materials, colors, window sizes and locations, and building height of all proposed buildings; plat plan indicating locations of all improvements including buildings, fences, patios, driveways, and walks. The Board of Directors shall issue a Notice of Compliance of Non-Compliance to the applicant within thirty (30) days and return one (1) set of plans to the said applicant. If said plans have not been approved within thirty (30) days, they are deemed to have been approved. No manufactured homes or mobile homes are
allowed in the said development. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the house, building or other permitted structure to be erected or constructed that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

4.2 No construction or other work on, alterations to, or activity related to such construction or other work for or to any house, building or other permitted structure on, or to be erected or constructed on any Lot, or any area in or part of CENTURY PARK shall be undertaken unless and until the Board of Directors has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Board of Directors harmless from any claim, loss or liability, including reasonable attorneys' fees arising from or relating to such work.

4.3 In the event the Board of Directors or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

4.4 Any agent, officer, employee, or designee of the Board of Directors may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

4.5 The Board of Directors may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliance with the terms or conditions or prior authorization or approval to be terminated immediately, or changes or corrections made as to make such construction or maintenance work comply with the terms conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Board of Directors to terminate such construction or maintenance work, to direct the Owner to make changes or modifications thereto, and Owner agrees to respond promptly to requests for changes or corrections to comply with objections of the Board of Directors.

4.6 The following standards shall apply to the Lots associated with these CCR's:

4.6.1 The total square footage of any house excluding open porches, decks, and garage shall be not less than 900 square feet with an attached garage with capacity for not less than one (1) vehicle.
4.6.2 All houses shall have one (1) common wall shared with another house.

4.6.3 All houses must contain a fire sprinkler system.

4.6.4 No building may exceed the height limit as set forth in the City of Newberg ordinances.

4.6.5 All roofs shall be made of concrete tile or architectural composition 30 year or better.

4.6.6 Siding installed on the street side of the House must be concrete or cedar lap siding, paint grade or better.

4.6.7 Exterior Trim and Other Features. Exterior trim, doors, railings, decks eaves, gutters and exterior finish of garages and other permitted structures shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

4.6.8 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or painted or anodized in a manner and color not acceptable to the Board of Directors.

4.6.9 No house, garage, or other permitted structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind (including new construction and remodeling) within CENTURY PARK and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until completion, with the completion date to be a maximum of eight (8) months from the commencement of construction. All exterior and visible portions of all houses, garages, fences, walls or other permitted structures placed on any lot, in any area or in any part of CENTURY PARK shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high grade have been specifically approved by the Board of Directors; specifically, the exterior finish on all houses shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, stucco, or a combination of the above. Manufactured horizontal lap siding is allowed. No T-111 or other type comparable siding is allowed. Exterior trim, fences, doors, railings, decks, eves, and gutters shall be designed, constructed, and maintained to be compatible and of the same quality as the exterior of the residence they adjoin. No houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any lot, any area or part of CENTURY PARK without the express written approval of the Board of Directors. This provision shall not prohibit or restrict the erection, installation, movement, and use of temporary trailers or structures provided such are exclusively incidental to the sale of lots and construction and sales of houses upon any Lot or any area in or part of CENTURY PARK, provided such have been specifically approved by the Board of
4.6.10 Fences, hedges, and plantings along Lot lines must be approved by the Board of Directors. No fence shall exceed six (6) feet in height from the finished Lot grade on the highest side. Hedges or other solid screen planting may be use as Lot line barriers, subject to the same height restrictions as fences. Notwithstanding the above, any fencing forward of the rear of the dwelling shall be subject to a height limitation of four (4) feet.

4.6.10.1 Associated with Lots 8 and 9 only, any trees, shrubs, and plants shall not be allowed over eight (8) feet in height relative to their base within ten (10) feet of the south property line of these lots.

4.6.11 Landscaping. Not more than four (4) months after the substantial completion of any House erected or constructed in CENTURY PARK, the front yard of the Lot upon which said House has been erected or constructed shall be fully and completely landscaped as to the planting of cultivated grass lawns. Owners are strongly encouraged to use sod for the plantings of lawns. Not more than one (1) year after the substantial completion of any House erected or constructed in CENTURY PARK, all trees and shrubs as well as all grass on the entire Lot must be planted, and all landscaping associated with the entire Lot must be completed. At all times after substantial completion of the construction of a House on a Lot in CENTURY PARK and before the installation of landscaping, all yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions regarding the installation of landscaping may be granted upon written approval of the Board of Directors. In addition, the elements of the landscaping for any Lot in CENTURY PARK shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in CENTURY PARK. Additional clearing and tree removal is not to be restricted by this Section.

4.6.12 Street Trees. Each Lot shall have installed on it the number and type of street trees required under any landscaping plan submitted by Declarant and approved by the City of Newberg. Each Owner shall pay to Declarant, upon demand, the amount necessary for Declarant to install the street trees on Owner's Lot. Upon receipt of payment, Declarant shall have the street trees installed. In the event an Owner fails or refused to pay Declarant the cost of the street trees, Declarant shall have a lien upon the Lot for the cost of the street trees, which lien may be perfected and foreclosed as provided under Oregon statutes.

4.6.13 Setbacks from Property Lines. Minimum setbacks on all Lots in CENTURY PARK shall be governed by the applicable City of Newberg development ordinances.

4.6.14 Driveways to be Paved. All driveways from the Street to the House shall be constructed of brick or concrete. No dirt or gravel driveways shall be permitted except temporarily during construction of the House.
4.6.15 Design and Style of Houses, Out Buildings and Other Structures. Houses and all other permitted structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding houses, permitted structures and the general area. All houses and garages constructed or maintained in CENTURY PARK shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of the City of Newberg and the State of Oregon.

4.6.16 Guidelines and Discretion. The Board of Directors shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Board of Directors, in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for CENTURY PARK. Considerations such as siting, shape, size, color design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Board of Directors believes to be relevant, may be taken into account by the Board of Directors in determining whether or not to approve any proposed improvement or other matter under its jurisdiction.

4.6.17 Non-waiver. Approval or disapproval by the Board of Directors of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Board of Directors to grant or withhold approval as to any similar matter thereafter proposed or constructed.

4.6.18 No liability. Neither the Board of Directors, nor any officer of the Association, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Board of Directors.

SECTION 5 - EASEMENTS AND COMMON AREAS.

5.1 Declarant hereby grants and reserves onto himself, his successors and assigns, and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of CENTURY PARK recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

5.1.1 Ingress, egress, installation, repair and maintenance of all utilities, including, but not limited to, water, storm and sanitary sewer, gas, telephone, electricity, a master or cable television system and sign monuments.

5.1.2 A 10' wide telephone and cable television easement is set forth on the
common property line dividing Lots 8 and 9 as set forth in the recorded plat of CENTURY PARK as this easement is for the benefit of real property located at 1709 and 1711 Villa Rd and more particularly described on attached Exhibit “A”.

5.2. There are certain common areas set forth on the recorded plat for the benefit of all members of CENTURY PARK.

5.2.1 The large, tall, Oregon white oak tree contiguous to Crestview Drive is to be preserved if at all possible, and no work is to be performed by any member which would adversely affect the said oak tree, and no work on the oak tree itself is to be performed without the authorization of the Board of Directors.

5.3 The Declarant shall convey to the Association all ownership of the Declarant not previously conveyed to the City of Newberg in any common areas set forth on the recorded plat within one hundred twenty (12) days following the date at which at least seventy five (75) percent of the lots have been sold by Declarant.

SECTION 6 - MAINTENANCE AND ASSESSMENTS.

6.1 CENTURY PARK has or will have certain improvements and common areas which are for the benefit of all Lots as set forth on the recorded plat. These improvements include: **Landscaping for the entrance island, two (2) bench areas, and the area around the white oak tree.** In addition, adjoining Owners may dedicate common areas to the Association for the use of all Owners. All of the common areas and improvements are collectively called "Common Improvements".

6.2 The Association shall be responsible for maintaining and repairing the Common Improvements on an "as needed" basis. Each year the Association shall budget the amount needed for normal anticipated maintenance and repair work for the coming year.

6.3 Upon completion of the budget of the anticipated costs, the Association shall notify each Owner of their proportionate share of such costs by sending to each Owner a "Notice of Assessment". All members are required to pay the said assessments pursuant to a frequency and schedule set forth by the Board of Directors to meet all the Association's expenses as set forth by the said Association in the "Notice of Assessment" (note: the notice will set forth the amount and frequency of the installment and the payment terms). All sums collected shall be deposited into a dedicated account established by the Association. Such funds shall be used only for the maintenance, repairs, and any replacements required by this Section. The Association may not accumulate excess funds from year to year unless specifically budgeted for an anticipated "major" maintenance, repair, or replacement item which will occur in a future year.

6.4 If any unanticipated maintenance, repairs or replacements to the Common Improvements are required, the Association shall send a special Notice of Assessment notifying all Owners, or the affected Owners of any alley, of the anticipated or actual cost of such maintenance, repairs.
and/or replacement. The Owners shall pay their proportionate share of such costs as set forth herein.

SECTION 7 - MAINTENANCE OF LOTS.

7.1 Each Owner of any Lot in CENTURY PARK shall maintain the condition of said Lot and any and any improvements thereon including, without limitation, any House, garage, fencing, other permitted structure, landscaping, sidewalks, driveways, trees, shrubs, or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as to not detract from CENTURY PARK being a high-class residential neighborhood.

7.2 The duty of every Owner of any Lot in CENTURY PARK as to maintenance and repair shall extend and include the area between the property line of any Lot and the nearest curb or improved Street, including utility easements.

7.3 The Association shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance, such as mowing unsightly areas or pruning of planted trees or bushes that impede views, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for ninety (90) days after presentment, may be recorded and will, upon recording, become a lien on such Lot. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the Association which will have the responsibility of effecting compliance.

SECTION 8 - AMENDMENTS OR MODIFICATIONS.

8.1 Until at least seventy five percent (75%) of the Lots in CENTURY PARK have been sold by Declarant, this Declaration can be modified by Declarant solely in Declarant's discretion. However, once at least seventy five percent (75%) of the Lots have been sold by Declarant, this Declaration may be amended or modified by an instrument signed by not less than seventy-five percent (75%) of the then Owners of Lots in CENTURY PARK.

8.2 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

SECTION 9 - DURATION OF THESE CCR'S.

9.1 The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in CENTURY PARK, their legal representatives, heirs, successors and assigns.
for a term of thirty (30) years from the date the original Declaration was recorded in the official and public records of Yamhill County, Oregon. After such date, the original Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating the Declaration and any amendments thereto signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon prior to the commencement of any ten (10) year period.

SECTION 10 - MISCELLANEOUS OTHER PROVISIONS.

10.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidity of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

10.2 Any provision of this Declaration and any amendments thereto shall bind and inure to the benefit of and be enforceable by the Association and the Owner or Owners of any Lot or Lots, their legal representatives, successors heirs and assigns under any type of legal or equitable relief. Failure by the Association or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so. In case any suit or action is required to be filed to enforce any term or provision hereof, the non-prevailing party is required to pay the prevailing party's costs and attorney fees incurred in enforcement, both at trial and on appeal.

10.3 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

10.4 Neither Declarant nor any successor, assign, employee, agent, or other representative of Declarant shall be liable to any Owner or to any other person for its enforcement or failure to enforce any provisions of this Declaration. Each Owner, by acquiring such Owners' interest in a Lot, agrees to not bring any action or suit against Declarant nor any successor, assign, employee, agent or other representative of Declarant, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Declarant and Declarant's successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including, without limitation, reasonable attorneys' fees arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.
10.5 Mortgage Protection.

10.5.1 Notice. Upon written request to the Board of Directors by an Owner identifying the name and address of a Mortgagee and the legal description of the Lot, any such Mortgagee shall be entitled to receive written notice of all decisions of the Board of Directors that directly affect that Lot.

10.5.2 Consent Required. Except upon the approval of Mortgagees holding Mortgages of Lots which have at least seventy five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

10.5.3 Termination. Termination of this Declaration or any amendment thereto shall require the consent of not less than seventy five percent (75%) of the Mortgagees holding an interest in Lots. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required by this Declaration.

10.5.4 Limitation. The provisions of paragraph 10.4.2 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment.

10.5.5 Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or any other action to be taken by the Board, Association, or Owners shall be deemed to have given such approval unless such Mortgagees written objection to such action is delivered to the Association within thirty (30) days after the date of the written request.

10.6 Default by an Owner of any Obligation of the said Owner.

10.6.1 Failure by an Owner to pay any assessment set forth herein within the time period specified as set forth herein or failure by the Owner to cure any other breach of the terms and conditions of these CCR's shall be a default by such Owner of his or her obligations pursuant to these CCR's. Notwithstanding any other remedies provided herein, any default by the said Owner shall entitle the Association to declare the balance of such Owner's assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments more than thirty (30) days old at the statutory interest rate as allowed by OR Revised Statutes as amended. In case the Association or any Owner thereof is required to retain the services of an attorney to enforce any term or condition of these said CCR's and to collect any amounts due by the Owner, the said Owner is liable for the payment of attorney fees and costs incurred by the prevailing party, both at trial and on appeal.
10.6.1.1 The Association shall also be entitled to record a lien encumbering the Owner's said real property which is associated with these CCR's regarding any unpaid assessment that is more than ninety (90) days unpaid that may be enforced in compliance with the provisions of OR Revised Statutes as amended. Liability for all assessments, charges, interest, fees (including attorney fees and other cost advancements), and other sums owing by the member pursuant to these CCR's and rules and regulations of the corporation shall be the personal obligation of the Owner and may be enforced by suit for a money judgment, in addition to all other remedies of the Association or any Owner.

10.7 Common Walls. All houses shall have one (1) common wall with another house.

10.7.1 The general rule of law regarding common walls and liability for property damage due to negligence or willful acts of commissions shall apply thereto.

10.7.2 The cost of normal and reasonable repairs, maintenance, and improvements of a common wall shall be equally shared by both Owners whose houses abut the common wall.

10.8 All houses shall be occupied by at least one (1) person who is age 55 years or older.

10.9 Notice. Any notice under this Declaration and any amendment thereto shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the Association at the addresses of the Association set forth in the Bylaws of the Association or at such other address designated by the Association and to the Owner (s) at the said address of the Owner maintained by the Secretary of the Association as set forth in the Bylaws of the said Association.

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

10.11 Severability. If any term or provision hereof is determined to be invalid, that invalidity has no effect upon the remaining terms and provisions hereof.

This said amendment to Declaration has been executed the Declarant on the date set forth herein.

Keith Gouger
Mary Lou Gouger

PAGE 15 / CCR'S OF CENTURY PARK
State of Oregon  

) ss

County of Yamhill  

Personally appeared the above-named Keith Gouger and Mary Lou Gouger before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Subscribed and sworn to before me this 30th day of December, 2003.

[Signature]

Notary Public for Oregon
My commission expires: Feb 27, 2005
EXHIBIT “A”

Parcels 1 and 2 of Partition Plat 99-25, recorded May 13, 1999 in Plat Records of Yamhill County, Oregon as Instrument No. 199910074, Deed and Mortgage Records.

TOGETHER WITH a 25 foot wide access and utilities easement, as delineated on said recorded partition, and 30 foot easement as set forth on the plat of Mills Addition.