CHRISTIE'S VINEYARD NO. 1, A RESUBDIVISION IN THE EAST HALF OF BLOCK 2 AND IN BLOCK 3 OF JOHNSON HEIGHTS ADDITION, SITUATED IN LOT 5 OF 'DUNDEE ORCHARD HOMES NO. 1', IN THE N.E. 1/4 SEC. 28, T35, R3W, W.M.

April 23, 1992

City of Dundee, Oregon
Christie's Vineyard #1
Lots #1 thru #10, Dundee, Oregon

The intent from the first stages of the architectural design of Christie's Vineyard #1 has been to build upon the knowledge and experience gained in previous subdivision projects. It is planned that the desired results can be achieved with a sensible level of design control resulting in a wide diversity of homes.

It is intended that design controls will be exercised on all construction in the subdivision.

The issuance of architectural approval by HHH&H in no way absolves the builder from complying with all the requirements, statutory or otherwise, such as approval by Yamhill County, City of Dundee, etc.

HHH&H also reserves the right to refuse to approve any plans which it considers not to be of sufficient acceptable quality.

Re: Conditions & Restrictions, Christie's Vineyard #1

The following conditions and restrictions are hereby incorporated by reference into the attached contract and expressly made a part hereof:

1. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion. New construction only.

2. No manufactured or log homes allowed. No living on property until home completed and approved for occupancy by City of Dundee.

3. No noxious or offensive trade or business shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

4. COMPLETION. Construction of any dwelling shall be completed, including exterior decoration and landscaping, within one (1) year from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in neat and orderly condition and free of brush, vines, weeds and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

5. All single level dwellings must be 1650 square feet or more on the main level, exclusive of garage and/or porches. Enclosed garage for not less than two (2) cars. No carports. Multiple level dwellings must
be no less than 2100 square feet, exclusive of enclosed two (2) car garage and/or porches. No barns, unattached work shops or RV storage buildings. All driveways and parking areas shall be concrete and/or T-111 siding or equivalent shall be used on street side of home. No metal or rolled roofing allowed on any structure.

6. All animals shall be reasonably controlled to avoid their being a nuisance to other homeowners. No breeding of animals for commercial purposes. Maximum of two (2) household pets allowed per lot. Dogs or cats. No raising of animals, livestock, fowl, etc. shall be allowed.

7. FENCES. No fences on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated. No fences are allowed from the front of the home or structure to the front property line. No fences are allowed along the front property line. Cyclone wire type fences are not allowed. Please consider your neighbor.

8. EASEMENTS. Easements for the installation of utilities are reserved and shown on the official plat recorded herewith. The area included in said easements shall be maintained in an attractive and well kept condition as the remainder of the lot.

9. NUISANCE AND MAINTENANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No vehicles shall be permanently parked in the public street areas, nor shall any trucks, campers, trailers, boats, or inoperable vehicles be parked or permitted to remain in said public street areas. All recreational vehicles too large for inside garage parking must be stored offsite.

10. ANTENNAS AND SATELLITE DISHES AND CLOTHES LINES. There shall be no exterior antennas, satellite dishes or clothes lines permitted within the development.

11. LANDSCAPING. The front yards of all lots and the front and street-facing side yards of corner lots shall be landscaped within three (3) months of completion of home construction. Landscaping shall, at a minimum, consist of lawn, bark dust planting areas. Planting of trees and/or shrubs shall be done in a manner that will not obstruct the view of your neighbors.

12. BUILDING LOCATION. No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulation and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
STATE OF OREGON
COUNTY OF MARION
COUNTY CLERK

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this 21st day of April 1951.

[Signature]

My Commission expires: 5/1/54

[Seal]

In Witness Whereof, the above and preceding words are true.

[Signature]

My Commission expires: 5/1/54

[Seal]

14. **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained for the purpose of storing or depositing any automobile, except as a dumpyard for garbage and refuse. No lot shall be used for any purpose other than the garaging of automobiles.

15. **OIL AND MINING OPERATIONS.** No oil drilling or mining operations of any kind shall be conducted or permitted upon any lot, nor shall any oil wells, tanks, pipelines, sludge, or other structures designed for the boring for oil or natural gas be erected, maintained, or permitted upon any lot.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding upon all parties and shall be binding upon all persons and shall be binding upon all persons and all parties who may be or become interested in the property.

[Signature]

My Commission expires: 5/1/54

[Seal]
CHRISTIE'S VINEYARD NO. 1, A RESUBDIVISION IN THE EAST HALF OF BLOCK 2
AND IN BLOCK 3 OF JOHNSON HEIGHTS ADDITION, SITUATED IN LOT 5 OF 'DUNDEE
ORCHARD HOMES NO. 1', IN THE N.E. 1/4 SEC. 28, T3S, R3W, W.M.
and
CHRISTIE'S VINEYARD NO. 2, A SUBDIVISION IN LOT 6 OF 'DUNDEE ORCHARD HOMES
NO. 1' IN THE N.W. 1/4 OF SEC. 25 AND N.E. 1/4 OF SEC. 26, T3S, R3W, W.M.
CITY OF DUNDEE, YAMHILL COUNTY, OREGON.

September 15, 1992

City of Dundee, Oregon
Christie's Vineyard #1 and #2
Lots #1 thru #25, Dundee, Oregon

The intent from the first stages of the architectural design of Christie's
Vineyard #1 and #2 has been to build upon the knowledge and experience
gained in previous subdivision projects. It is planned that the desired
results can be achieved with a sensible level of design control resulting
in a wide diversity of homes.

It is intended that design controls will be exercised on all construction
in the subdivisions.

The issuance of architectural approval by Hewitson Investments in no way
absolves the builder from complying with all the requirements, statutory
or otherwise, such as approval by Yamhill County, City of Dundee, etc.

Hewitson Investments also reserves the right to refuse to approve any plans
which it considers not to be of sufficient acceptable quality.

Re: Conditions & Restrictions, Christie's Vineyard #1 and #2.

The following conditions and restrictions are hereby incorporated by
reference into the attached contract and expressly made a part hereof:

1. EXISTING STRUCTURES. No existing structure, residential or other-
wise, shall be moved onto any lot in said subdivisions, nor shall any
dwelling therein be occupied prior to its completion. New construction only.

2. No manufactured or log homes allowed. No living on property until
home completed and approved for occupancy by City of Dundee.

3. No noxious or offensive trade or business shall be carried on upon
any lot, nor shall anything be done thereon which may become an annoyance
or nuisance to the neighborhood.

4. COMPLETION. Construction of any dwelling shall be completed, in-
cluding the exterior decoration and landscaping, within one (1) year from
the date of the start of such construction. All lots shall, prior to the
construction of improvements thereon, be kept in neat and orderly condition
and free of brush, vines, weeds and the grass thereon cut and moved at
sufficient intervals to prevent creation of a nuisance or fire hazard.

5. All single level dwellings must be 1650 square feet or more on the
main level, exclusive of garage and/or porches. Enclosed garage for
not less than two (2) cars. No carports. Multiple level dwellings must
be no less than 2100 square feet, exclusive of enclosed two (2) car garage and/or porches. No barns, unattached work shops or RV storage buildings. All driveways and parking areas shall be concrete and completed within one (1) year from start of home construction. No T1-11 siding or equivalent shall be used on street side of home. No metal or rolled roofing allowed on any structure.

6. All animals shall be reasonably controlled to avoid their being a nuisance to other homeowners. No breeding of animals for commercial purposes. Maximum of two (2) household pets allowed per lot. Dogs or cats. No raising of animals, livestock, fowl, etc. shall be allowed.

7. FENCES. No fences on any lot boundary line shall exceed six (6) feet in height above the grade on which it is situated. No fences are allowed from the front of the home or structure to the front property line. No fences are allowed along the front property line. Cyclone wire type fences are not allowed. Please consider your neighbor.

8. EASEMENTS. Easements for the installation of utilities are reserved and shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well kept condition as the remainder of the lot.

9. NUISANCE AND MAINTENANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No vehicles shall be permanently parked in the public street areas, nor shall any trucks, campers, trailers, boats, or inoperable vehicles be parked or permitted to remain in said public street areas. All recreational vehicles too large for inside garage parking must be stored offsite.

10. ANTENNAS AND SATELLITE DISHES AND CLOTHES LINES. There shall be no exterior antennas, satellite dishes or clothes lines permitted within the development.

11. LANDSCAPING. The front yards of all lots and the front and street-facing side yards of corner lots shall be landscaped within three (3) months of completion of home construction. Landscaping shall, at a minimum, consist of lawn, bark dust planting areas. Planting of trees and/or shrubs shall be done in a manner that will not obstruct the view of your neighbors.

12. BUILDING LOCATION. No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulation and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
13. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one (1) square foot, one sign not larger than 18”x24” advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

14. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such materials shall be kept in a clean and sanitary condition.

15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until December, 1999, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten (10) years, unless, it is agreed upon to terminate or amend said conditions and restrictions, in whole or in part by the then owners by not less than seventeen (17) of the whole of said property being not less than seven (7) of the then property owners in Christie's Vineyard #1 and not less than ten (10) of the then property owners of Christie's Vineyard #2, being Christie's Vineyard #1 and #2, Dundee, Oregon.

Respectfully,

HEWITSON INVESTMENTS

Ed Hewitson
169 NW Laurel
Dundee, Or 97115

STATE OF OREGON
COUNTY OF YAMHILL

Lot # ____________ Purchaser's Acknowledgement Date

COUNTY CLERK

STATE OF OREGON.
County of Yamhill

BE IT REMEMBERED, That on this 22 day of February 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ed Hewitson

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

My Commission expires 9/30/95

Betty J. Benson
Notary Public for Oregon.
CHRISTIE'S VINEYARD NO. 1

A RESUBDIVISION IN THE EAST HALF OF BLOCK 2 AND IN BLOCK 3 OF JOHNSON HEIGHTS ADDITION, IN LOT 5 OF 'DUNDEE ORCHARD HOMES No. 1', SITUATED IN THE N.E. 1/4 SEC 26, T3S, R3W, W.M., CITY OF DUNDEE, YAMHILL COUNTY, OREGON.
CHRISTIE'S VINEYARD NO. 1
A RESUBDIVISION IN THE EAST HALF OF BLOCK 2 AND IN BLOCK 3 OF JOHNSON HEIGHTS ADDITION, IN LOT 5 OF 'DUNDEE ORCHARD HOMES NO. 1', SITUATED IN THE N.E. 1/4 SEC. 26, T5S, R3W, W.M., CITY OF DUNDEE, YAMHILL COUNTY, OREGON.

DEDICATION:

Edward C. Hudson
Mary Jane C. Hudson
Charles E. Hudson
Christie L. Hudson
Harriet J. Hudson
Willie J. Hudson

ACKNOWLEDGMENT: State of Oregon, County of Yamhill

On this 10th day of April, 1991, personally appeared before me, the undersigned, Edward C. Hudson, Mary Jane C. Hudson, Charles E. Hudson, Christie L. Hudson, Harriet J. Hudson, and Willie J. Hudson, who are the parties in interest described in the above dedication, and acknowledged to me that they executed the same freely and voluntarily.

Subscribed before me, a Notary Public in and for the State of Oregon:

Judi R. Everts, Notary Public

APPROVALS:

Yamhill County

Ted Logausky
County Commissioner
4-27-92

Deli Oster
County Commissioner
4-27-92

Linda A. Stansell
County Assessor
April 23, 1991

APPROVALS: Civil Works

John L. Goodwin
Planning Commission Chairman
April 16, 1992

Jean M. Eagan
Deputy Surveyor
April 16, 1992

Recorded in Yamhill County Book of Town Plats, Volume 3
Page 262, on this 28th day of April, 1992, at 11:20:10 a.m. C.S.T.

Yamhill County

J. Miller
County Clerk

SHEET 2 OF 2