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.

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

COVENANTS, CONDITIONS & RESTRICTIONS

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
Ti-clad 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 per-
mitted 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 con-
formity 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 plaques 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 } COUNCIL OF STRATEGIC PLANNING

COUNTY OF Yamhill

002534

Lot #1

Purchaser's Acknowledgement Date

Lot #1

Purchaser's Acknowledgement Date

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 first above written.

My Commission expires 9/30/95.
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.

TABLE OF CURVE DATA (C Number) L (Arc length) Delta Angle (Central Angle)

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DESIGNATION:

Know all men by these presents that we, Edward C. Hewittson and
Mary Jane E. Hewittson, Gregory C. Hewittson and Linda M. Hewittson,
Charles L. Hewittson and Christi L. Hewittson, Mathew J. Hewittson and
Mereda A. Hewittson, being the andors and purchasers of the land herein
mentioned in the undersigned, and together with their assigns, transferees:
and successors, do hereby dedicate to the public for public use forever
the streets shown herein, and easements to public utilities and city

There are no water rights appurtenant to the land in this
subdivision, and we make no claims for water rights.

Edward C. Hewittson, Mary Jane E. Hewittson
Gregory C. Hewittson, Linda M. Hewittson
Charles L. Hewittson, Christi L. Hewittson
Mathew J. Hewittson, Mereda A. Hewittson

Walter Roberts, Richard Seacott

ACKNOWLEDGEMENTS: State of Oregon, County of Yamhill

On this 30th day of October 1992, personally appeared before me the
above named Edward C. Hewittson, Mary Jane E. Hewittson, Gregory C. Hewittson,
Linda M. Hewittson, Charles L. Hewittson, Christi L. Hewittson, Mathew J. Hewittson,
Mereda A. Hewittson, Walter Roberts, and Richard Seacott, known to me as the
persons named in and who executed 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

10:30-92 Gregory C. Hewittson
10:30-92 Linda M. Hewittson

 Recorded in Yamhill County Tax Collector's Office
 002533