DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY HERITAGE ESTATES PHASE I SUBDIVISION

This declaration of covenants, conditions, and restrictions for Country Heritage Estates Phase I Subdivision ("Declaration") is made by Country Heritage Estates, LLC, an Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements thereon located in Yamhill County, Oregon, described as follows (the "Property"):

Lots 1 through 36 as shown on the plat map of filed for record on Instrument No. 200624139, in the plat records of Yamhill County, Oregon.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550–94.783) and subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of each owner.

ARTICLE 1
DEFINITIONS

1.1 Country Heritage Estates Phase I Subdivision shall mean all that land and development subject to the Planned Unit Development approved by the City of Dayton in Annexation/ZoneChange/Subdivision/Major Variance File No. 05-01, as amended from time to time.

1.2 Declaration shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.3 Declarant shall mean and refer to Country Heritage Estates, LLC, an Oregon limited liability company, and its successors or assigns, or any successor or assign to all or the remainder of its interest in the Property.

1.4 General Plan of Development shall mean Declarant's general plan of development of the Property, as approved by appropriate governmental agencies, as may be amended from time to time.

1.5 Home shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.6 Lot shall mean and refer to each and any of Lots 1-36.
1.7  *Occupant* shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.8  *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.9  *Plat* shall mean and refer to the Plat of Country Heritage Estates Phase I Subdivision recorded in the Plat Records of Yamhill County, Oregon, at Instrument No. ________________

1.10  *Property* shall have the meaning attributed to such term in the Recitals of this Declaration.

1.11  *Tracts* shall mean and refer to any Tracts as shown on the Plat.

**ARTICLE 2**

**PROPERTY SUBJECT TO THIS DECLARATION**

2.1  *Development.* The development of Country Heritage Estates Phase I Subdivision shall consist of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

**ARTICLE 3**

**OWNERSHIP AND EASEMENTS**

3.1  *Nonseverability.* Ownership interests in the Lots are subject to the easements granted and reserved in this Declaration and the Plat of the Subdivision. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots.

3.2  *Ownership of Lots.* Title to each Lot in Country Heritage Estates Phase I Subdivision shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.3  *Easements.* Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4  *Easements on Plat.* Lots are subject to the easements and rights-of-way shown on the Plat.

3.5  *Easements For Private Use and Maintenance.* Lots 33-36 are encumbered with a nonexclusive easement for ingress and egress and utility purposes, noted on the plat as Tract C. Any dispute over the maintenance of the easement between the owners of the identified lots herein shall be resolved in accordance with the arbitration provisions of ORS 105.180. The provisions of this subsection may not be changed or altered without the express consent of all of the owners of the identified lots herein. In addition, the owners of the lots listed above may agree to written modifications of the maintenance requirements for the easement in writing, so long as the easement modification is recorded.

**ARTICLE 4**

**LOTS AND HOMES**
4.1 **Residential Use.** Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Country Heritage Estates Phase I Subdivision, and (c) the right of the Owner of a Lot to maintain such Owner’s personal business or professional library, keep such Owner’s personal business or professional records or accounts, handle such Owner’s personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner’s residence.

4.2 **Animals.** No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose pets damage other Owners’ Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner shall ensure that such Owner’s dog is leashed when on the Property and outside of such Owner’s Lot.

4.3 **Nuisance.** No noxious, harmful, or offensive activities shall be carried out on any Lot. Nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.4 **Vehicles in Disrepair.** No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of 48 hours.

4.5 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one “For Sale” or “For Rent” sign placed by the Owner or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.5 shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within three days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within three days after the sale closing date. No sign may be placed in violation of the City of Dayton sign ordinance.

4.6 **Rubbish and Trash.** No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, or any other Lots.

4.7 **Fences and Hedges.** Fences shall be cedar or white vinyl and must meet City of Dayton setback requirements.

4.8 **Service Facilities.** Service facilities (garbage containers, fuel tanks, clotheslines, etc.) shall be screened so that such facilities are not visible at any time from the street or a neighboring property. All telephone, electrical, cable television, and other utility installations shall be placed underground in conformance with applicable law.
4.9 Antennas and Satellite Dishes. Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. Exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street and are screened from neighboring Lots.

4.10 Exterior Lighting or Noise-making Devices. No exterior lighting or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot.

4.11 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the improvements are in substantially the same condition in which they existed before the damage, unless the owner complies with the provisions of Article 4. The Owner must commence such work within 60 days after the damage occurs and must complete the work within six months thereafter.

4.12 Ordinances and Regulations. The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.13 Temporary Structures. No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.14 Declarant Exemptions. Declarant shall be exempt from the application of Section 4.5.

No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridgeline of the roof to the uphill side grade level.

4.15 The minimum size for dwelling, exclusive of garages, carports, outbuildings, covered walk and open porches, is one thousand two hundred (1,200) square feet.

4.16 All residents will have a two-car enclosed garage or larger, no carports shall be allowed in the development.

4.17 Exterior walls on dwelling will be double wall construction and will have lap siding, board and batten, shingles, stone (natural or cultured) or brick finish. No dwelling shall be constructed with metal siding, vinyl or T-111.

4.18 House body colors will be natural earth tone colors, bright or vivid shades shall be allowed as accent only.

4.19 Roofing will be thirty (30) year architectural style composition, cedar, tile or comparable. Metal roofing is not allowed. Minimum six in twelve roof pitch shall be required, excluding porches.

4.20 Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as to not create a fire hazard or nuisance.
4.21 No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers or off road vehicles may be kept on the property unless they are stored in a garage or parked behind the front of the house and they are stored behind a six (6) foot high fence. Pads and driveway approaches for allowed storage of such vehicles must be on concrete. No such vehicle may be parked overnight on any street or road serving the property or a driveway, except that, subject to the City of Dayton restrictions, for a maximum of fourteen (14) days total such use per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

4.22 Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than three (3) days in a row and no more than twice a month.

4.23 Each Owner shall complete the landscaping in its front yard within 60 days of receiving the certificate of occupancy of the Home, and shall complete the landscaping in the side and rear yards within 90 days of receiving the certificate of occupancy of the Home. If the certificate of occupancy of the Unit is received between the months of December through February, the Owner shall have until April 30 to complete the landscaping.

ARTICLE 5
DECLARANT CONTROL AND SPECIAL RIGHTS

5.1 General. Declarant is undertaking the work of developing Lots and other improvements within Country Heritage Estates Phase I Subdivision. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, Declarant shall have full control over architectural review.

IN WITNESS WHEREOF, Declarant has executed this instrument this 22 day of September, 2006.

COUNTRY HERITAGE ESTATES, LLC
an Oregon limited liability company

By: ___________________________
        Lori Zumwalt, Member

STATE OF OREGON )
County of Yamhill ) ss.

This instrument was acknowledged before me on September 22, 2006, by Lori Zumwalt of COUNTRY HERITAGE ESTATES, LLC.

_____________________________
Officer, Notary Public
Notary Public for Oregon
My commission expires: June 23, 2006
## Surveyor's Certificate

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### Essential Notes

- [Note 1]
- [Note 2]
- [Note 3]

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### Familiar County Apparal

- [Image 1]
- [Image 2]
- [Image 3]

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### Notes

- [Image 4]
- [Image 5]
- [Image 6]

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### City of Dayton Apparal

- [Image 7]
- [Image 8]
- [Image 9]

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### Curve Table

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### Country Heritage Estates - Phase 1