DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRESTVIEW MANOR
Newberg, Oregon
A residential community with common facilities

DECLARATION

THIS DECLARATION, made this 25th day of March, 1982
by the OREGON CONFERENCE OF THE FREE METHODIST CHURCH, (also
known as "Developer" and also known as "Declarant"), and joined
in by the NEWBERG FREE METHODIST CHURCH, as contract seller,

WITNESSETH:

WHEREAS, the Oregon Conference of the Free Methodist Church
is the contract purchaser of the above described property and
desires to submit said property to the conditions of this
Declaration and desires to create therein a residential community
with common facilities for the benefit of said community, and
whereas, the Free Methodist Church of Newberg has underlying
ownership of said premises and desires to consent to said
Declaration and approve said Declaration; and

WHEREAS, the Developer has deemed it desirable for the
efficient preservation of the values and amenities of said
community to create an organization to which should be delegated
and assigned the powers of maintaining, administering and
enforcing the covenants and restrictions in collecting and
distributing the assessments and charges hereinafter created, this
organization to be known as the "Crestview Manor Homeowners'
Association".

[Signature]
STATE OF OREGON)

[County of Yamhill]) ss.

I hereby certify that the
above and attached were
received by me in Yamhill
County records.

[Notary Public]
VOL. [163] PAGE 1137
[Deputy Clerk]
NOW, THEREFORE, the Developer hereby declares that all of the property described in Exhibit "A" attached hereto is and shall be held and conveyed upon and subject to the easements, conditions, covenants and restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants running with the land, and shall be binding upon all those claiming under them, and also these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property or any interest therein.

ARTICLE I
DEFINITIONS

SECTION 1. "Association" shall mean and refer to "CRESTVIEW
MAJOR HOMEOWNERS' ASSOCIATION, also known as the "Association of Owners" or the "Association of Unit Owners."

SECTION 2. "Association of Owners" means all the owners and other persons entitled to vote, acting as a group, in accordance with this declaration and bylaws.

SECTION 3. "Building" means a multiple unit building or a single unit building or any combination thereof, comprising a part of the property.

SECTION 4. "Common Expenses" means the expenses of administration, maintenance, repair or replacement of the common facilities, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the bylaws of this Association.

SECTION 5. "Lot" shall mean and refer to any separately designated plot of land shown upon any recorded subdivision map of the properties with the exception of the Common or Public Areas.
SECTION 2. "Member" means a person or entity having a voting right in the Association pursuant to the declaration and the bylaws.

SECTION 7. "Owner" shall mean the record owner, record mortgagee, record grantor of a trust deed, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee, contract seller or beneficiary of a trust deed, unless and until such mortgagee, contract seller or beneficiary of a trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION 9. "Truck" as used in this Declaration shall mean any motor vehicle over 7,000 pounds in total weight.

SECTION 10. "Developer" shall mean the Oregon Conference of Free Methodist Churches or its assigns.

SECTION 11. "Real Property" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 12. "Common Areas" shall mean all real property, and appurtenances thereto, now or hereafter owned or maintained by the Association for the common use and enjoyment of the members of the Association.

SECTION 13. "Unit" shall mean one house out of 62 in this project.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

The real property which is and shall be held, transferred,
sold, conveyed and occupied subject to the Declaration is more particularly described in Exhibit "A" attached hereto, and hereinafter referred to as "Said Property".

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who or which is an owner of a lot shall be a member, the owner of more than one lot shall be a member as to each lot so owned, and shall have one vote for each lot so owned. The owner of each lot shall be considered a separate owner. Proportionate shares of the separate owners in the common revenue and expenses in connection with their private commons, or any public lands which the Association is required to improve and/or maintain, and the proportionate representation for voting purposes in the Association of the separate owners shall be equal.

Section 2.

The Association shall have two classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each unit owner, regardless of the dollar value of any one unit compared to another. In no event shall a person hold an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any unit. Fractional votes shall not be allowed. The vote applicable to any said unit being sold under contract of purchase shall be exercised by the contract buyer, unless the contract expressly provides otherwise, or the parties provide otherwise in a subsequent written document.

Class B: Class B members shall be the Declarant and shall be entitled to five (5) votes for each unit owned, provided that
existing Class B votes shall be converted to Class A votes upon the happening of either of the following events, whichever occurs first:

(1) On a date five (5) years from the date of the filing of the Declaration on CRESTRIDGE NARDO with Faulkner County.

(2) When the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership; provided that, if declarant subjects additional property to the jurisdiction of the Association by the recorded covenants in the manner provided herein, it shall be entitled to Class B votes for such additional property as indicated above.

ARTICLE IV

PROPERTY RIGHTS IN PRIVATE COMMONS

SECTION 1. Members' Easement of Enjoyment.

Every member shall have a right and easement of enjoyment in and to said private common or said public lands referred to in Exhibit A and such easements shall be appurtenant to and shall pass with the title to every lot or living unit.

SECTION 2. Conveyance of the Common Areas.

The Developer hereby covenants that it will convey to the Association all the interest of the Developer not previously conveyed to the City of Little Rock in the Common Areas designated as such on Exhibit A at such time as ninety percent (90%) of the lots in the Planned Unit Development (PUD) are sold. At said time or within one hundred twenty (120) days thereafter, the Homeowners' Association will hold its first meeting pursuant to its Bylaws, said common areas to be used exclusively by the members and their guests.
SECTION 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Bylaws, to suspend ""enjoyment rights of any member for any period during which assessment remains unpaid, and for any period not to exceed thirty (30) days for any violation of its published rules and regulations.

SECTION 4. Easement for Natural Drainage.

Each property owner shall provide to any other property owners an easement for the natural flow of water on the surface of said lots to allow for said natural flow, and each property owner, by fencing or otherwise, shall not impede such flow.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

The Developer hereby covenants for all of said Property, that from and after the date specified herein, each owner of any Lot, plot or living unit by acceptance of a deed or contract of purchase thereof, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, agrees to and is deemed to covenant and agree to pay to the Association:

(1) Regular periodic or other regular assessments or charges, and
(2) Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 such 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 such assessment became due. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.
SECTION 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the enjoyment and use of the common areas, and for necessary repair and maintenance of the common areas.

SECTION 3. Periodic Assessments.

The initial periodic regular monthly assessment shall be $25.00 for each lot, unless altered as hereinbefore set forth. Assessments will be made monthly against unit owners. All such assessments shall be made within thirty (30) days of the date of assessment unless a different time period is set by the Board of Directors.

SECTION 4. Special Assessments for Capital Improvements.

In addition to the periodic 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment for the structural alterations, capital additions or capital improvements shall require the assent of a two-thirds majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacement or repairs or improvements from funds generated by regular assessments.

SECTION 5. Uniform Rate of Assessment.

Both the regular and periodic assessments, and any special
assessments shall be fixed at a uniform rate for all lots, and may be collected on an annual, quarterly, or monthly basis, at the discretion of the Association.

SECTION 6. Quorum for any Action Changing the Assessment provided for in Sections 3 and 4 of this Article.

At any meeting called to change the assessments referred to in Sections 3 and 4 above, the presence at the meeting of members or of proxies entitled to cast 75 percent of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting will be called, subject to the notice requirements set forth in Section 4 above, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

SECTION 7. Date of Commencement of Periodic Assessments; Due Dates.

The periodic assessments provided for herein shall commence as to any and all lots on the first day of the first full month after the closing of the sale on a particular lot. The purchaser shall execute at the time of closing a consent to the initial and periodic assessments. The board of directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each periodic assessment period. The due dates shall be established by the board of directors. The Association shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30)
days after the due date, the assessment shall bear interest from
the date of delinquency at the rate of ten (10) percent per
annum. The Secretary of the Association shall file in the office
of the Director of Records, County Clerk, or appropriate recorder
of conveyances of Yamhill County, State of Oregon, within 120
days after delinquency, a statement of the amount of any such
charges or assessments, together with interest as aforesaid,
which have become delinquent with respect to any lot or said
property, and upon payment in full thereof, shall execute and
file a proper release of the lien securing the same. The
aggregate amount of such assessment, together with interest
costs, and expenses and a reasonable attorney's fee for the
filing and enforcement thereof, shall constitute a lien on the
whole lot with respect to which it is fixed and on any
Improvement thereon, from the date the Notice of Delinquency
thereof is filed in the office of said Director of Records or
County Clerk or other appropriate recording office, until the
same has been paid or released as herein provided. Such lien may
be enforced by said Association in the manner provided by law
with respect to liens upon real property. The owner of said
property at the time said assessment becomes due shall be
personally liable for the expenses, costs and disbursements and
attorney's fees which shall be secured by said lien, including
costs and fees on appeal, and such owner at the time of such
assessment is incurred shall also be liable for any deficiency
remaining unpaid after any foreclosure sale. No owner may waive
or otherwise escape liability for the assessments provided for
hereinafter by non-use of the common areas or abandonment of his Lot
or any Improvement thereof.


The lien of the assessments provided for herein shall be
inferior, junior, and subordinate to the lien of all mortgages and
trust deeds for or hereafter placed upon said property or any part
thereof. Sale or transfer of any Lot or any other part of
said property shall not affect the assessment lien. However, the
sale or transfer of any Lot which is subject to any mortgage,
pursuant to a decree of foreclosure under such mortgage or any
proceeding in lien of foreclosure thereof, shall extinguish the
lien of such assessments as to amount thereof which become due
prior to such sale or transfer, and such lien shall attach to the
net proceeds of sale, if any, remaining after such mortgages and
other prior liens and charges have been satisfied. No sale or
transfer shall relieve such Lot and any Improvements therein from
liability for any assessments thereafter becoming due or from
the lien thereof.
SECTION 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all other properties owned by the Association.

ARTICLE VI

PARTY WALLS

SECTION 1. General Rules of Law to Apply.

Each wall which is built as a part of the original construction of the homes upon the properties and placed on or immediately adjacent to the dividing line between the lots owned by different persons shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners whose lots abut such wall.

SECTION 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts.
or omissions. The word "use" as referred to herein means ownership of a dwelling unit or other structure which incorporates such wall or any part thereof.

SECTION 4. Weatherproofing.

Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration.

Any dispute concerning a party wall or any provisions of this Article shall be arbitrated by the Homeowners' Association board of directors. Any party unhappy with the Board's decision shall be free to appeal to a Board of arbitrators whose reasonable costs shall be paid totally by the appealing party and shall be chosen as follows: Each party shall choose one arbitrator, and such arbitrators shall choose a third arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

ARCHITECTURAL CONTROL

SECTION 1.

All plans for the improvement of any lot in this Planned Unit Development, including but not limited to, all building plans, size and dimensions of the buildings, landscaping plans and the exact location of said buildings and landscaping on said lot must be approved by the Homeowners' Association. This provision does not apply to improvements, additions, sizes and plans done before the Homeowners' Association has been created.
and begins functioning.
Additionally, the exterior decor and color of all buildings, the location of driveways and parking areas, and the size and dimensions and location of any out buildings, following the completion of the original construction, must also be approved by the Homeowners' Association. Said approval must be in writing and signed by the Homeowners' Association Board of directors or the Association's successors or assigns.

ARTICLE VIII

EXTerior MAINTENANCE

SECTION 1. The Association shall maintain or provide for the maintenance of the Common Areas. The lot owners shall provide for the exterior maintenance of their lots, including without being limited to the following: paint, repair, replace and care for shrubs, grass, landscapes, areas, walls and other exterior repair occurs and is not remedied by the owner within thirty (30) days after notice thereof, the costs of said repair or the improvements thereon shall be assessed to the lot where the work had been done and shall be a lien and enforceable as such against said lot. The method for the assessment and enforcement of said lien shall be as follows: A meeting of the Association shall be called pursuant to the bylaws thereof, and notice the time of all home owners, who in the opinion of the directors have not complied with the maintenance requirements hereinabove mentioned.

SECTION 2. Quorum Requirements.

The quorum requirements shall be the same as those required for the initial meeting referenced to in Section 6, Article IV. Any owners found by an affirmative vote of seventy-five percent (75%) of the members present or by proxy, to have not properly maintained their lot, will be given notice of the specific deficiencies affecting their lot, and required to complete said work within sixty (60) days from the date of said notice. All notices are to be sent by certified mail, return receipt requested, to the address of the Owner at his last known
Each owner shall be responsible for maintaining and keeping in good order and repair the interior of his own dwelling unit, or units.

ARTICLE IX
ELEMENTS

SECTION 1. The developer reserves for the benefit of the tract those areas designated on said plat as easements and rights-of-way for the purpose of construction of utilities, including but not limited to streets, sewers, water, power, gas and telephone, for the benefit of all lot owners in said tract.

ARTICLE X
BUILDING RESTRICTIONS

SECTION 1.

The following items listed in this Article shall be required by the developer but are not to be construed as in any way limiting the requirement of gaining the approval of the Homeowners' Association prior to building additions to this development as required in Article VII.

MAXIMUM BUILDING HEIGHT: AS REQUIRED BY CITY ORDINANCES

SIDE-OFFSET REQUIREMENTS: AS PROVIDED IN THE RECORDED PLAT

SIZZERS: Shall be installed as required by the City of Newberg, Oregon.
STRUCTURES: Shall contain insulated windows, ceilings, walls and undercarriages.

ROOF: ARCHITECT'S 70's or EQUALS OR TILE

FLOOR PLANS: As located must be built on the property designated for that particular plan in accordance with Exhibit "A" to this Declaration.

YARDS: Shall be allowed in rear and side yards only and shall be no more than four (4) feet in height. All fences shall conform to design standards contained in Exhibit "A" to this Declaration.

ARTICLE XI
USE RESTRICTIONS

SECTION 1. Unless written approval is first obtained from the Developer, or from the Directors of the Association, no sign of any kind shall be displayed to the public view, on any lot or building, on said property, except signs used by the Developer to advertise the property during the construction and sales period.

SECTION 2. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any part of said property, except one dog, one small dog or house cat, and one bird, provided that such pets are not kept, bred or maintained for any further purpose. The number of pets kept on each lot shall be limited by rule prescribed by the Association, and the number shall not be reduced below one for each lot owner. Any dog or cat kept must be neutered or spayed prior to residence. A small dog or cat is defined for purposes of this Section as an animal that is no taller than 15 inches high at its front shoulders, at any time as animal determined to be a nuisance by the Board of the Homeowners' Association, whether such animal
is the only animal residing at a residence, the Board may request its removal and the homeowner must comply. The Board of the Homemakers' Association may vary the size requirements and other restrictions of this section, including but not limited to, handicaps and the necessity of seeing-eye dogs, etc.

SECTION 3. Mobile Homes, Temporary Structures.

No mobile home, permanent or temporary, or temporary structure shall be allowed in the development, with the exception of a construction type of mobile home to be used only during the period of construction.

SECTION 4. Campers, Motor Homes, Travel Trailers, Trucks, Boats, Boat Trailers, Motorcycles.

No campers, motor homes, travel trailers, trucks, boats, boat trailers, or motorcycles shall be permitted to be left on the owner or tenant occupied drive or street or public street within said property for a period to exceed five (5) days within any four (4) month period. Said items shall be stored only in the designated recreational vehicle storage area (this storage area is not on individual property areas) or in the enclosed garage area of the unit owner's property with garage door closed.

SECTION 5. Trash or Refuse.

No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development. Failure to remove the garbage or refuse described above will result in the Association having same removed and presenting the Owner or Tenant with a charge for said removal. If not paid within thirty (30) days, a lien will be recorded against the.

SECTION 6. Commercial Business.

No commercial business of any type shall be allowed to be established on or operated from or within this development. This restriction shall apply to all home occupations. This provision
may be modified by a variance application to the Board of the Homeowners' Association. The Board has no requirement to honor such a variance request, but may if it deems it equitable to do so. (All homeowners must be aware of and abide by the City Ordinances or home occupations in addition to any restrictions of this Declaration.)


There shall not be stored or kept upon said lots or tracts in open and plain view any old, nonresidential motor vehicle, or any type of any such motor vehicle which has been stripped or which would be considered junk. Nor shall any of said lots or tracts be used as a motor vehicle junk yard or for the furtherance of an automobile wrecking business.

SECTION 8. One Family Per Single Unit Dwelling.

No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests or temporary visitors. (See Article 10)


Access to the lots in this Planned Unit Development shall be limited to those shown on the final plan as approved by the City of Vancleave.

SECTION 10. Common Areas.

All Common Areas are to be maintained by the Association and not otherwise.

SECTION 11.

In the event Developer places a central antenna system in this Project which services all residents (Developer shall have no responsibility to place said central antenna system, then no antenna shall be placed on the exterior of buildings for radio or

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television reception other than those placed by the Developer, or the Board of Directors of the Kaposvár Real Estate Association. In the event there is no such central antenna system, then each homeowner shall be allowed to place one (1) antenna on their residence which shall in no event extend more than ten (10) feet above the highest point of said family dwelling.

SECTION 12.

No offensive noise or activities. No resident or guest of a resident shall make any offensive noises or conduct any activity which offends or interferes with other residents' use of their property or the common areas.

SECTION 13.

Association Directors will have jurisdiction over activities permitted in the Common Use Areas. All disputes, complaints or matters of change in existing or future use restriction will be submitted to the Association Directors for arbitration.

ARTICLE XII

RESEDETS

Units shall be occupied by at least one adult of at least 45 years of age. A permanent resident shall be an occupant who resides in residence for more than three weeks in any two-month period.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 1. Enforcement.

The Association, or any Owner, or the owner of any recorded mortgage on any part of said property shall have the right to
enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges new or hereafter imposed by the provisions of this 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, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) year each. Any of the covenants and restrictions of this Declaration, except the covenants herein granted, may be amended during the first thirty (30) year period by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five (75%) percent of the total votes eligible to be cast. Covenants herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of the property concerned. All such amendments must be recorded in the appropriate deed records of Yamhill County, Oregon, to be effective.

SECTION 4. Insurance.

The owner of every building located upon any part of said property shall at all times cause the same to be insured with broad form fire and extended coverage insurance for the full replacement value thereof, and shall cause the insurance company to furnish to the Association, a certificate showing such insurance to be in effect. If any owner fails to furnish the
Association with such certificates, the Association may, if it desires (but it shall not be so obligated) obtain such insurance (with the proceeds payable to the Owner, any mortgagee and to the Association as their respective interests may appear). The Association shall assess the cost of such insurance against the Owner, and such assessment shall become a lien and collectible and enforceable in the same manner as all assessments provided for herein.

SECTION 5.

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Developer, the Association and the Owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives, and failure by Developer or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver or the right to be so.

SECTION 6.

Any or all rights, powers and reservations of Developer herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Developer hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same covenants and duties as are given to and assumed by Developer herein.

SECTION 7. Trees.

Developer- declarant shall have responsibility for placing two small trees per lot on the development, the species of trees and location of trees shall be determined by the Developer, but he may consult, if he desires, with any purchaser. The two trees per lot shall be placed upon the lot at or before the time of completion of the unit on that lot.

Declarant, through this declaration, binds himself to begin construction of the common buildings and all landscaping in this Project prior to the issuance of a building permit on the 45th unit in this project, and Declarant further binds himself to complete said common buildings and virtually complete said landscaping prior to the issuance of a building permit on the 55th unit of this project. However, in no event, shall construction of said common buildings be concluded later than five (5) years from the date of the filing of this Declaration. It is understood that the City shall have authority under this clause to reject building permits if the terms of Declarant's clause to reject building permits if the terms of this Declaration are not met. As an alternative to said clause, Declarant may choose to post a bond satisfactory to the City as an alternative to the restrictions on the building permit issuance.

SECTION 9. Private Street Improvements.

The private roads and streets in this project shall be completed before the happening of the first of the two following events:

1. A building permit is issued on the 21st unit in said project.
2. An occupancy permit is requested for any unit.

A bond may be posted as an alternative to the above clause in Section 9.

This Section 9 of the Declaration and Bylaws shall not be modified without the approval of the City of Newberg as evidenced by the signature of any one of the Mayor, City Administrator,
Planner or Engineer.

In no event shall construction of said streets be completed any later than five (5) years from the date of the filing of this Declaration.

SECTION 10. Revisions to the Declaration.

During the period that Declarant holds a majority of the voting power of the Homeowners' Association, Declarant agrees not to vote for any change on the common facilities which would be detrimental to the City of Newberg as to future possible maintenance responsibility by said City without first obtaining the City Engineer's approval for said vote.

SECTION 11. Conformance to Design and Plat Maps.

The Developer agrees to construct the planned unit development in conformance with the final plat of this project and in conformance with the site, grade and design plan filed with the City of Newberg in final form in File No. PUB 181.

DATED this 25 day of MARCH 1982.

DECLARANT:

OREGON CONFERENCE OF THE FREE METHODIST CHURCH

By: 

Title: 

By: 

Title: 

21
FREE METHODIST CHURCH OF NENBERG, OREGON

By: ___________ 
Title: Secretary

By: ___________ 
Title: ___________

STATE OF OREGON } ss.
County of Yamhill } ss.

MARCH 21, 1982

Personally appeared the above named RIVER CREEK
and BILL PAGE, being the officers of the board and
a minister of OREGON CONFERENCE of FREE METHODIST
CHURCH, and acknowledged the foregoing instrument to be the
voluntary act and deed of OREGON CONFERENCE of FREE METHODIST
CHURCH by authority of its Board of Directors.

Before me:

STATE OF OREGON } ss.
County of Yamhill } ss.

MARCH 25, 1982

Personally appeared the above named ANITA R. BAKER
and BILL PAGE, being the Secretary
and treasurer of FREE METHODIST CHURCH OF NENBERG, OREGON,
and acknowledged the foregoing instrument to be the voluntary act
and deed of the FREE METHODIST CHURCH OF NENBERG, OREGON, by
authority of its board of directors.

Before me:

Notary Public in and for the State of Oregon
My Commission Expires: July 4, 1983

Notary Public in and for the State of Oregon
My Commission Expires: July 4, 1983

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AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CRESTVIEW MANOR
Newberg, Oregon
A residential community with common facilities

WITNESSETH:

WHEREAS, the OREGON CONFERENCE OF THE FREE METHODIST CHURCH, also known as "Developer" and as "Declarant," adopted that certain Declaration of Covenants, Conditions and Restrictions for Crestview Manor, Newberg, Oregon, dated March 21, 1982, recorded March 31, 1982 in Yamhill County, Oregon Records at Volume 188, page 1137, and which the real property subject to the covenants, conditions and restrictions of said Declaration is more particularly described in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, at page 20, Section # of said Declaration, the Declarant bound itself to conclude construction of the common buildings and to "virtually complete" all landscaping in the project no later than "five (5) years from the date of the filing" of said Declaration, "unless the City of Newberg consents to an extension"; and

WHEREAS, said five (5) year period was up as of March 31, 1987, and Declarant is desirous of an extension of time to complete construction of the common buildings; and

WHEREAS, Crestview Manor Homeowners' Association, Declarant, is desirous of amending the Declaration to modify the number and size of common buildings proposed in said Declaration, and extending the time in which Declarant must complete construction of the common buildings; and

WHEREAS, the City of Newberg consents to such an extension; and change in construction; and

WHEREAS, homeowners of the Crestview Manor Homeowners' Association have voted for such extension and amendment to said Declaration;
NOW, THEREFORE, for the total sum of Ten ($10.00) Dollars and other good and valuable consideration, given to the Crestview Manor Homeowners' Association by Declarant, said Declaration is hereby amended at Section 8, page 26, in the following particular:

The current language of Section 8 on page 26 is eliminated in its totality and is replaced with the following language:

"The craft building shown as a part of the common facilities for this project is hereby eliminated and shall not be built and will not exist and will not be an element of the common facilities of this project.

"The community center designated to be built in a common area shall be reduced in size from 6,000 sq. ft. to 2,000 sq. ft., and shall be constructed at the smaller size.

"Declarant shall complete construction of the 2,000 sq. ft. common building and landscape appertaining thereto no later than June 30, 1989."

In all other respects, the Declaration filed on March 31, 1982 shall remain in full force and effect.

ADOPTED AND APPROVED this 9th day of NOVEMBER, 1987.

DECLARANT:
OREGON CONFERENCE OF THE FREE METHODIST CHURCH
By: [Signature]
Title: Chairman of the Board

CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION
By: [Signature]
Title: Chairman

By: [Signature]
Title: Trustee

CITY OF NEWBERG, OREGON
By: [Signature]
Title: City Administrator

2-19-88
STATE OF OREGON  
County of Yamhill

October 17, 1987

Personally appeared the above named Elizabeth Bartlett
and Wallace Bartlett, being the Chairman of the Board and
Trustee of OREGON CONFERENCE OF THE FREE METHODIST CHURCH, and
acknowledged the foregoing instrument to be the voluntary act and
deed of OREGON CONFERENCE OF THE FREE METHODIST CHURCH by author-
ity of its Board of Directors.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 1/30/99

STATE OF OREGON  
County of Yamhill

November 9, 1987

Personally appeared the above named James W. Carr
and

of the CRESTVIEW MANOR HOMEOWNERS' ASSOCIA-
tion, and acknowledged the foregoing instrument to be the volun-
tary act and deed of the CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION
by authority of its Board of Directors.

[Signature]
Notary Public for Oregon
My Commission Expires: 7/30/99

STATE OF OREGON  
County of Yamhill

Subscribed and sworn to before me this 12th day of February, 1988, by
Jim Watson, City Recorder and Elvern Hall, Mayor of the City of Newberg, did
subscribe to the above instrument on behalf of the City of Newberg indicating
that they had full authority to do so.

[Signature]
Notary Public for Oregon
My Commission Expires: 08/01/89

2-19-88
ALL OF CRESTVIEW MANOR in the City of Newberg, Yamhill County, Oregon, more particularly described as follows:

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, described as follows:

Beginning at the initial point of this tract, said initial point being South 00° 00' 20" West, 30.00 feet from the Northwest corner of that certain tract of land described in deed to Newberg Free Methodist Church, recorded in Film Volume 107, Page 322, Yamhill County Deed Records, said initial point being also North 00° 00' 20" East, 1227.00 feet, and South 89° 51' 55" East, 904.11 feet from the 1/4 post between Sections 17 and 18, said initial point being also 30 feet Southerly from the centerline of Cresentview Drive; thence South 89° 51' 55" East, 411.77 feet, parallel with said centerline to the East line of said church tract; thence South 00° 00' 20" West, 816.29 feet to the Southeast corner of said church tract; thence North 89° 51' 55" West, 411.77 feet to the Southwest corner of said church tract; thence North 00° 00' 20" East, 816.29 feet to the point of beginning.

STATE OF OREGON

ss.

COUNTY OF YAMHILL

Charless Stern, County Clerk

01314

EXHIBIT "A"

2-1988
PROPOSED AMENDMENT
TO THE BYLAWS
OF
CRESTVIEW MANOR

Article XII is amended to read in Section 5, following, "on the sale or rental of mortgaged unit":

"Units shall be occupied by at least one person 55 years of age or older per unit."

Article XIV is amended to read:

"Units shall be occupied by at least one person 55 years of age or older per unit."

The above amendments require a vote in favor of 75 percent of the homeowners. There are 54 total homeowners, therefore, 41 homeowner votes are needed for the passage of the amendment. On November 9, 1990, the homeowners voted on the above amendment. 42 homeowners voted in favor of the above amendment.

DATED this 26th day of November, 1990.

CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION

By: [Signature]
Title: [Title]

CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION

By: [Signature]
Title: [Title]
STATE OF OREGON

County of Yamhill

Personally appeared the above named Rhoda Herrin being the President of CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION, and acknowledged the foregoing instrument to be the voluntary act and deed of CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION by authority of its Board of Directors.

SUBSCRIBED AND SWORN TO BEFORE me this 16th day of November, 1990.

Justin O. Black
Notary Public for Oregon
Commission Expires: 11-3-93

STATE OF OREGON

County of Yamhill

Personally appeared the above named Anita Baker being the President of CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION, and acknowledged the foregoing instrument to be the voluntary act and deed of CRESTVIEW MANOR HOMEOWNERS' ASSOCIATION by authority of its Board of Directors.

SUBSCRIBED AND SWORN TO before me this 21st day of November, 1990.

111766
Justin O. Black
Notary Public for Oregon
Commission Expires: 11-3-93

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

Charles Stern
County Clerk
PROPOSED AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF CRESTVIEW MANOR

Article XII is amended to read:
"Units shall be occupied by at least one person 55 years of age or older per unit."

The above Amendment requires a vote of seventy-five percent (75%) of the homeowners. There are 54 total homeowners, therefore 41 homeowner votes are needed for passage of the amendment. On November 9, 1990, the homeowners voted on the above amendment. 42 homeowners voted in favor of the above amendment.

DATED this 26th day of November, 1990.

CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION

By: ________________________________
Title: ________________________________

CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION

By: ________________________________
Title: ________________________________

1 - AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Yamhill County Vol. 168 Page 1137
STATE OF OREGON
County of Yamhill

Personally appeared the above named Frank Broom
being the President of CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION, and acknowledged the foregoing
instrument to be the voluntary act and deed of CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION by authority of its Board of Directors.

SUBSCRIBED AND SWORN TO BEFORE me this 26th day of

[Signature]
1990.

Notary Public for Oregon
Commission Expires: 1- 13- 92

STATE OF OREGON
County of Yamhill

Personally appeared the above named Anita J. Broom
being the President of CRESTVIEW MANOR
HOMEOWNERS' ASSOCIATION, and acknowledged the foregoing
instrument to be the voluntary act and deed of CRESTVIEW MANOR
HOMEOWNER'S ASSOCIATION by authority of its Board of Directors.

SUBSCRIBED AND SWORN TO before me this 26th day

[Signature]
1990.

Notary Public for Oregon
Commission Expires: 1- 13- 92

2 - AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
Yamhill County Vol. 168 Page 1137

[Signature]
AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS
of the organization formerly known as Crestview Manor
but currently incorporated with the State of Oregon as
CRESTVIEW ESTATES
NEWBERG, OREGON

ARTICLE V (Covenant for Maintenance Assessments), SECTION 3
(Periodic Assessments) was amended on March 26, 2007, by an
affirmative vote of 45 to 4 Association members to read:

"The regular monthly assessment shall be $10.00 for each lot, unless
altered as hereinafter set forth. All such assessments shall be paid within thirty
(30) days of the date of the assessment unless a different time period is set by
the Board of Directors.

"In addition to the regular monthly assessment, a fee of $5.00 per month,
per dwelling, will be assessed for the purpose of establishing and maintaining a
Reserve Fund and shall also be paid within thirty (30) days of the date of the
assessment unless a different time period is set by the Board of Directors."

Dated this 3rd day of April, 2007.

CRESTVIEW ESTATES
HOMEOWNERS' ASSOCIATION

BY: Merle Brandt
TITLE: Chairman

CRESTVIEW ESTATES
HOMEOWNERS' ASSOCIATION

BY: Alice Yee
TITLE: Secretary

STATE OF OREGON )
) ss. 01974 VOL. 168 PAGE 1137
COUNTY OF YAMHILL) Filing date Mar. 31, 1982

AFTER RECORDING RETURN TO:
MERLE BRANDT
1609 ALDERSGATE LANE
NEWBERG, OR 97132
NOTARY

The following named individuals, Mark Branch and Alice Yor, personally appeared, being the Chairman and Secretary of CRESTVIEW ESTATES HOMEOWNERS' ASSOCIATION, and acknowledged the foregoing instrument to be the voluntary act and deed of CRESTVIEW ESTATES HOMEOWNERS' ASSOCIATION by the authority of its Board of Directors.

Subscribed and sworn to before me this 3rd day of April, 2007.

[Seal]

[Signature]

Notary Public for Oregon
AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS
of the organization formerly known as Crestview Manor
but currently incorporated with the State of Oregon as
CRESTVIEW ESTATES, NEWBERG, OREGON

Article XII, "Residents," was amended on September 10, 2007, by an
affirmative vote of 41 to 5 Association members to read:

Resident Age Limits: Each dwelling, when occupied, shall have at least
one resident who is a senior citizen, a person 55 years of age or older. Each
dwelling may also have one resident who is at least 45 years of age or older
and is a spouse, cohabitant, or person providing physical and/or economic
support to the senior citizen. Caregivers are exempt from age regulations.

Guests: Notwithstanding any other provision of this amendment, a person
who is not a permanent resident may reside in a dwelling as the guest of a
resident for not more than 60 days in any calendar year.

Appeals: The Board of Directors shall have the authority to hear an appeal
to the resident age limits and make a decision based on the best interests of
the Homeowners' Association.

Death, Dissolution of Marriage or Hospitalization: Upon the death or
dissolution of marriage of the senior citizen, or upon hospitalization or other
prolonged absences, the surviving resident, who is at least 45 years of age,
shall be entitled to continue his or her residency.

Disclaimer: It is the intent of the Board of Directors to abide by any and all
applicable city, state, or federal statutes.

Dated this 15th day of October 2007.

CRESTVIEW ESTATES
HOMEOWNERS' ASSOCIATION

BY: Merle D. Brandt
TITLE: President

CRESTVIEW ESTATES
HOMEOWNERS' ASSOCIATION

BY: Jean Sperry, Queen
TITLE: Secretary

STATE OF OREGON )
) ss. 01974 VOL. 168 PAGE 1137
COUNTY OF YAMHILL) Filing date Mar. 31, 1982
NOTARY

The following named individuals, Mark D. Brandt and Jean D. Resor,

personally appeared, being the president and secretary
of CRESTVIEW ESTATES HOMEOWNERS' ASSOCIATION, and
acknowledged the foregoing instrument to be the voluntary act and deed of
CRESTVIEW ESTATES HOMEOWNERS' ASSOCIATION by the authority of its
Board of Directors.

Subscribed and sworn to before me this 15th day of October, 2007.

[Signature]
Notary Public for Oregon