DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUCKLEY'S MOUNTAIN VIEW PARK
STATE OF OREGON
A residential community with common facilities

DECLARATION

THIS DECLARATION, Made this 19th day of May, 1978, by RAYMOND BUCKLEY and DENNIS L. BUCKLEY, First Party, and JOE BRUGATO, Second Party, a joint venture, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property described in this Declaration and desires to create thereon a residential community with common facilities for the benefit of said community. This community shall be referred to as "Buckley's Mountain View Park"; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities of said community to create an agency to which should be delegated assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. This agency shall be referred to as the "BUCKLEY'S MOUNTAIN VIEW PARK ASSOCIATION".

NOW THEREFORE, the Developer hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, 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 persons claiming under them, and also that 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 "Buckley's Mountain View Park Association", a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

Section 2. "Association of Members" 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 6. "Member" means that person or entity having a voting right in the Association pursuant to the declaration and the Articles of Incorporation and 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 8. "Truck" as that term is used in Article XI, Section 4, of the Covenants, Conditions and Restrictions, shall mean any motor vehicle over 6,000 pounds in total weight.
Section 9. "Developer" shall mean Raymond Buckley and Dennis L. Buckley, First Party, and Joe Brugato, Second Party, a joint venture, or its assigns.

Section 10. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "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.

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 as follows, and hereinafter referred to as "Said Property", to wit:

A part of the James Morris Donation Land Claim, Certificate No. 2657, Notification No. 1478, Claim No. 46, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, particularly described as follows:

Beginning at the Southeast corner of said Claim and running thence North 40 rods; thence West 80 rods; thence South 40 rods; thence East 80 rods to the place of beginning.

EXCEPTING THEREFROM the East 30 feet, conveyed to Yamhill County, Oregon, by Deed recorded June 14, 1929, in Book 101, Page 242, Deed Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon by and through its State Highway Commission by deed recorded April 3, 1956, in Book 180, Page 374, Deed Records.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every person or entity who or which is an owner/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. Each owner shall have one vote, whether the owner is a corporation, an association, a partnership, or a husband and wife. When more than one person holds such interest in any one lot, all such persons shall exercise their one vote as a unit, as they among themselves shall determine.

ARTICLE IV.
PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Members Easement of Enjoyment.

Subject to the provisions of Section 4 of this Article IV, every member shall have a right and easement of enjoyment in and to the said private commons or said public lands referred to in Article III, Section 1, and such easement 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 they will convey to the Association all the interest of the Developer not previously conveyed to the City of Newberg in the Common Areas designated as such on Exhibit A at such time as eighty (80) percent of the lots in this Planned Unit Development (PUD) are sold. At said time or within one hundred twenty (120) days thereafter by the developer, the homeowners Association will be incorporated and will hold its first meeting pursuant to its By-Laws. Said common areas to be used exclusively by the members.

Section 3. Extent of Members' Easement.

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

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

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer hereby covenants for all of said Property, that from and after the first day of the month immediately following the conveyance of the
Common Areas by the Developer to the Association and each owner of any Lot, by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, 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.

Section 3. Periodic Assessments.

From and after the first day of the month, immediately following the conveyance of the Common Areas by the Developer to the Association, the maximum regular monthly assessment shall be $5.00, for each lot, unless altered as hereinafter set forth.

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 maybe 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 Section 3 and 4 above, the presence at the meeting of members or of proxies entitled to cast 75 percent of all the 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 all lots on the first day of the second month following the incorporation of the Homeowners Association. Written notice of the periodic assessment shall be sent to every owner, subject thereto. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. 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 six percent (6%) per annum. The Secretary of the said Association shall file in the office of the Director of Records, County Clerk, or appropriate recorded of conveysances 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 on 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 attorneys' fees which shall be secured by said lien, including costs and fees on appeal, and such owner at the time 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 herein by non-use of the Common Areas or abandonment of his Lot or any improvement thereon.


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 lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became 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 thereon 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 Runs with Land.

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. Each party shall choose one arbitrator, and such arbitrators shall choose an additional 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 Developer. 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
our buildings, must also be approved by the Developer. Said approval must be in writing, and signed by the Developer, or their 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 Lot's including, without being limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. In the event that the need for such maintenance or repair occurs and is not remedied by the owner within 30 days after notice thereof, the costs of said repair or maintenance, after completion may be assessed to the lot where the improvements were 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 the Board of Directors of said Association shall present to the meeting the names of all those 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 referred to in Section 6, Article IV. Any owners found by an affirmative vote of seventy five (75) percent of the members present or by proxy, to have not properly maintained their Lot, will be given notice of the specific deficiencies effecting their Lot, and required to complete said maintenance or repair within ninety (90) days from the date of said notice. All notices to be sent by Certified Mail, Return Receipt Requested, to the address of the Owner at his last known address.

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,
EASEMENTS.

Section 1. The Developer reserves for the benefit of the tract those areas designated on said plat as easements and right-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 are required by the City of Newberg, and the Developer, but they are not to be construed as in any way limiting the approval of the Developer, as required in Article VII, as follows:

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curbline.

Set-back Requirements: The front yard to have a 20 foot set-back, the rear yard a 15 foot set-back, and the side yard a 5 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of Newberg.

Square Feet: Square Feet to be contained in each single family dwelling shall be not less than 1280 and in each attached single family dwelling square feet shall be not less than 780 unless waived by the Developer.

Carports: Carports shall not be allowed in single family dwellings or duplex lots. All garage doors shall have power openers.

Fences: Fences contained on lot lines shall be of living nature unless waived by the Association. All fences must be approved by the Architectural Committee of the Association.

Landscaping Plans and Installation: Must be approved by the Architectural Committee of the Association.

Structures shall contain insulated windows, ceilings, walls and under-brick veneer carriages, and exteriors shall be cedar, redwood, or as approved by the Architectural Committee of the Association.

Roofs Shall be cedar, tile or approved by the Architectural Committee of the Association.

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Exterior Colors shall be natural, earth color or approved by the Architectural Committee of the Association.

Construction Time Limit: All Construction on any Lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit.

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 dogs, cats, or birds, provided that such household pets are not kept, bred or maintained for any commercial purpose. The number of pets kept on each lot may be limited by rule prescribed by the Association, but the number shall not be reduced below two for each lot owner.

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, which shall require a permit from the Developer or the Architectural Committee of the Association.

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

No Camper, Motor Home, Travel Trailer, Truck, Boat, Boat Trailer, Motorcycle shall be permitted to be left on the owner’s 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.

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 heretofore mentioned 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 property, pursuant to Article V, Section 8.

Section 6. Commercial Business.

No commercial business of any type shall be allowed to be established or operated from or within this development.

Section 7. Nonusuable Motor Vehicles.

There shall not be stored or kept upon said lots or tracts in open and plain view any old, nonusuable motor vehicles, or any type, or 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.

Section 9. Access.

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

Section 10. Common Areas.

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

Section 11.

All radio and/or television antennas must be attached to a family dwelling, and may not be higher than 25 feet above the highest point of said family dwelling.

Section 12.

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

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.
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 now 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 wise 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) years each. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended during the first thirty (30) year period by an instrument signed by members entitled to cast not less than ninety percent (90%) of the votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes eligible to be cast. Easements hereingranted 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 upon request, 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 certificate, the Association may, if it desires (but it shall not be so obligated) obtain such insurance (with the proceeds payable to the owner, any mortgagors and to the Association as their respective interest 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 do 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 obligations and duties as are given to and assumed by Developer herein.
Commencing at the Southeast corner of the James Morris Donation Land Claim No. 46, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; thence South 89° 34' 01" West 35 feet to a point on the Westerly right of way line of State Highway No. 219; thence continuing South 89° 34' 01" West along the North line of PARKWAY, a subdivision of record in Yamhill County, a distance of 1284.95 feet; thence North 0° 11' 20" West 199.11 feet to the true point of beginning; thence continuing North 0° 11' 20" West 226.53 feet; thence South 45° 41' 20" East 89 feet; thence South 88° 39' 23" East 65 feet; thence North 42° 07' 50" East 52.29 feet; thence North 47° 52' 10" West 56.23 feet; thence North 0° 11' 20" 35.82 feet; thence along the arc of a 47 foot radius curve to the left (chord bears North 86° 04' 51" East 5.03 feet) a distance of 9.03 feet; thence South 0° 11' 20" East 31.95 feet; thence South 47° 52' 10" East 54 feet; thence North 42° 07' 50" East 73 feet; thence South 0° 11' 20" East 176 feet; thence along the arc of a curve to the left (chord bears South 68° 38' 21" West 231.06 feet) a distance of 231.76 feet to the true point of beginning.

EXHIBIT A
DATED this __ day of May, 1978.

Developer:
BUCKLEY'S MOUNTAIN VIEW PARK

By: ________________________________
Raymond Buckley, First Party, a joint venture

By: ________________________________
Dennis L. Buckley, First Party, a joint venture

By: ________________________________
Joe Brugato, Second Party, a joint venture

STATE OF OREGON } ss
County of Yamhill } ss

Personally appeared the above named RAYMOND BUCKLEY and DENNIS L.
BUCKLEY, First Party, and JOE BRUGATO, Second Party, a joint venture, and
acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 10/5/78
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUCKLEY'S MOUNTAIN VIEW PARK
STATE OF OREGON
A residential community with common facilities
AMENDMENT
THIS FIRST AMENDMENT, Made this 15th day of August, 1979, by
RAYMOND BUCKLEY and DENNIS L. BUCKLEY, First Party, and JOE MUGATO,
Second Party, a joint venture, hereinafter referred to as "Developer"
and DANIELS, WIGGINS and DANIELS, Contractors, a co-partnership
consisting of Rolland J. Daniels, Hal C. Wiggins, and Gerald L.
Daniels and FIRESTONE - MAYSON CONTRACTORS, INC. and RANDALL J.
MATHIESON and MARSHA A. MATHIESON being all of the owners of purchasers
of real property in BUCKLEY'S MOUNTAIN VIEW PARK and hereinafter
called other owners.
WITNESSETH:
WHEREAS, the Declaration of Covenants, Conditions and Restrictions
for Buckley's Mountain View Park, State of Oregon, a residential
community of common facilities, dated May 19, 1978, was recorded in
Deeds for Yamhill County on May 19, 1978 in Film Volume 129,
pages 321 - 727; and
WHEREAS, it has come to the attention of the Developer and the
other owners that the provisions of Article 10 entitled "Building
Restrictions", being a portion of said Declaration of Covenants,
Conditions and Restrictions hereby amended requires that all fences
containing on lot lines must be of a living nature unless waived by
the association; and
WHEREAS, the owners deem it desirable to delete the aforesaid
mentioned requirement, in order to facilitate the development of
this residential community.
WHEREAS, the following are the names of all individuals having
any rights of ownership in the real property in BUCKLEY'S MOUNTAIN
VIEW PARK:
1. Daniels, Wiggins and Daniels, Contractors, a co-partnership
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consisting of Rolland J. Daniels, Hal C. Wiggins, and Gerald L.
Daniels - Lot 6, 11, 12, 13, and 14 in Block 2 and Lot 24 in
Block 3, BUCKLEY'S MOUNTAIN VIEW PARK, to the City of Newberg,
Yamhill County, Oregon.

2. Firestone - Matson Contractors, Inc. - Lots 5 and 18
in Block 3, BUCKLEY'S MOUNTAIN VIEW PARK, of the City of Newberg,
Yamhill County, Oregon.

3. Randall J. Mattheisen and Marsha A. Mattheisen - Lot 12
Block 2 or 507 Buckley Lane, BUCKLEY'S MOUNTAIN VIEW PARK, to
the City of Newberg, Yamhill County, Oregon.

NOW THEREFORE, the Developer and all the above-mentioned owners
of real property in BUCKLEY'S MOUNTAIN VIEW PARK hereby declare that
Article 10, entitled "Building Restrictions", which now states as
follows:

ARTICLE X.
BUILDING RESTRICTIONS

SECTION 1:

The following items listed in this Article are required by the
City of Newberg, and the Developer, but they are not to be construed
as in any way limiting the approval of the Developer, as required in
Article VII, as follows:

Maximum Building Height: The peak of the roof for units
to be built within this development shall not exceed twenty-
eight (28) feet at the peak of the roof as measured from the
nearest curbline.

Set-back Requirements: The front yard to have a 20 foot
set-back, the rear yard a 15 foot set-back, and the side yard
a 5 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of
Newberg.

Square Feet: Square Feet to be contained in each single
family dwelling shall not be less than 1280 and in each attached
single family dwelling square feet shall be not less than 780
unless waived by the Developer.

Carports: Carports shall not be allowed in single family
dwellings or duplex lots. All garage doors shall have power openers.

Fences: Fences contained on lot lines shall be of living
nature unless waived by the Association. All fences must be
approved by the Architectural Committee of the Association.

Landscaping Plans and installation: Must be approved by the
Architectural Committee of the Association.

Structures shall contain insulated windows, ceilings, walls
and under-carriages, and exteriors shall be cedar, redwood, brick,
veneer or as approved by the Architectural Committee of the Associa-
tion.

Roofs shall be drain or approved by the Architectural
Committee of the Association.

Exterior Colors shall be natural, earth color or approved by
the Architectural Committee of the Association.
Construction Time Limit: All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit.

SHALL BE AMENDED TO STATE AS FOLLOWS:

AMENDED ARTICLE X.

BUILDING RESTRICTIONS

SECTION 1.

The following items listed in this Article are required by the City of Newberg, and the Developer, but they are not to be construed as in any way limiting the approval of the Developer, as required in Article VII, as follows:

Maximum Building Height: The peak of the roof for units to be built within this development shall not exceed twenty-eight (28) feet at the peak of the roof as measured from the nearest curbline.

Set-back Requirements: The front yard to have a 20 foot set-back, the rear yard a 15 foot set-back, and the side yard a 5 foot set-back, with a minimum 15 feet between adjacent buildings.

Sidewalks: Shall be installed as required by the City of Newberg.

Square Feet: Square Feet to be contained in each single family dwelling shall be not less than 1200 and in each attached single family dwelling square feet shall be not less than 750 unless waived by the Developer.

Garages: Garages shall not be allowed in single family dwellings or duplex lots. All garage doors shall have power openers.

Fences: All fences must be approved by the Architectural Committee of the Association.

Landscaping Plans and Installation: Must be approved by the Architectural Committee of the Association.

Structures shall contain insulated windows, ceilings, walls, and under-carriages, and exteriors shall be cedar, redwood, brick veneer or as approved by the Architectural Committee of the Association.

Roofs shall be cedar, tile or approved by the Architectural Committee of the Association.

Exterior Colors shall be natural, earth color or approved by the Architectural Committee of the Association.

Construction Time Limit: All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of said building permit.

DATED this 27th day of August, 1979.

Developer:

Buckley's Mountain View Park

By: Raymond Buckley, First Party, a Joint Venture

By: Dennis L. Buckley, First Party, a Joint Venture
STATE OF OREGON  
County of Yamhill  

Personally appeared the above named RAYMOND BUCKLEY and 
DENNIS L. BUCKLEY, First Party, and JOE BRUGATO, Second Party, 
a joint venture, and ROLLAND J. DANIELS, MAL C. WIGGINS, GERALD 
L. DANIELS, FIRESTONE - MATSON CONTRACTORS, INC by Ralph L. Matson , 
President, RANDALL J. MATTHEIEN, and MARSHA A. MATTHEIEN and 
acknowledged the foregoing instrument to be their voluntary act
and deed.

Before me:

Notary Public for Oregon
My commission expires: 9/1/69

Approved pursuant to the ordinance number 1454 of the 
City of Newberg.

06558
SUBDIVISION AGREEMENT

concerning a subdivision known as:

Buckley's Mountainview Park

This Agreement, made and entered into this 2nd day of May, 1978, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as the "City", and Raymond C. Buckley, Dennis L. Buckley and Joe Brugato dba Buckley-Brugato, Joint Venture, hereinafter referred to as the "Subdivider".

NOW, THEREFORE, in consideration of the City accepting the plat for the above named subdivision, the Subdivider and the City agree as follows, to wit:

1. To complete all improvements in the subdivision as specified in Exhibit One, which by this reference is made a part, hereof, in accordance with Ordinance No. 1262 of the City and all appropriate ordinances and regulations of the City and further in accordance with the Subdivider's plans and specifications, which have been approved in writing by the Superintendent of Public Works and by this reference made a part, hereof.

2. The Subdivider shall complete all improvements in the subdivision on or before March 31, 1979, excepting sidewalks.

3. The Subdivider agrees to pay to the City in accordance with the appropriate ordinances and resolutions the below listed water and sewer hookup fees, and the City agrees to furnish and install water meters at each hookup. In addition thereto, each duplex residence or multi-family residence shall have added the appropriate system development charges for water and sewer connections.

   (a). Water hookup fee $500.00 per single family residence.  
   (b). Sewer hookup fee $500.00 per single family residence.

4. The Subdivider agrees to pay to the City an inspection fee to cover all inspections required in connection with the improvements. The inspection fee shall be payable in cash and paid to the City before any excavating, grading, construction, or improvements are made in the subdivision. The amount of the inspection fee shall be 1½ percent, more or less, of the total cost of all the improvements, which amount shall be $4,000.00.

5. The Subdivider shall furnish to the City a surety bond or other security in accordance with Section 19 of Ordinance No. 1262 in the amount of $312,970.00.

6. The Subdivider agrees to pay to the City a public land payment in accordance with Section 19 of Ordinance No. 1262. The public land payment shall be payable in cash and paid to the City before any excavating, grading, construction or improvements are made in the subdivision. The amount of the public land payment shall be $21,900.00.

Key # 4/09
7. The Subdivider shall locate and expose all property pins for each lot after completion of all construction on the lot. Said pins shall be visible to the buyer of each lot.

8. This Agreement shall be filed in the Yamhill County Deed Records and the Subdivider shall pay the cost of recording, which shall be $5.00.

9. At the time when the subdivision is completed and accepted as to improvements by the City, the City shall pay to the Subdivider $13,000.00 for the public road improvements to Mountainview Drive. The forementioned street requires 44 foot wide pavement instead of the normally required 36 foot wide pavement to serve all citizens of Newberg, therefore, the City is making the payment to the Subdivider to offset the extra expense of the additional pavement.

10. The Subdivider shall deed to the City by Warranty Deed the property platted as open space on the Subdivision Plat, such conveyance shall be done within 30 days of the filing of the Subdivision Plat. The Subdivider shall retain the use and enjoyment of the property and shall have the obligation of maintenance to the property for a period of 30 years. After the 30 year period, the property shall be owned by the City free and clear of all covenants, restrictions and/or encumbrances. The Deed to the property shall be prepared by the Subdivider and approved as to form by the City Attorney.

11. The Subdivider shall submit to the City a plan for improvements to the open space for park purposes. The plan thus submitted shall be approved by the City Planner and completed as planned prior to acceptance of the Subdivision by the City.

IN WITNESS WHEREOF, the City has caused this agreement to be signed by its Mayor and Recorder with the Seal of the City affixed, pursuant to a Resolution of the Council duly adopted, and Subdivider has executed this agreement, all in duplicate.

SUBDIVIDER: Buckley, Brugato, Joint Venture

Raymond C. Buckley, by Dennis L. Buckley

Dennis L. Buckley

Joe Brugato

THE CITY OF NEWBERG

Elroy Hall - Mayor

N. C. Gilbert - Recorder

STATE OF OREGON )

County of Yamhill )

as May 19 A.D. 1978

Personally appeared the above named Dennis L. Buckley and Joe Brugato and acknowledged the foregoing instrument to be their voluntary act and deed.

Personally appeared Dennis L. Buckley who, being duly sworn did say that he is the attorney in fact for Raymond C. Buckley and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

APPROVED AS TO FORM Resolution No. 78-701

Terrence D. Mahr, City Attorney
Subdivision Agreement Concerning Buckley's Mountain View Park

Subdivider agrees to complete the following improvements, to-wit:

1. Streets - Subdivider will construct and complete all streets in accordance with plans and specifications for subdivision.

2. Monuments - Subdivider will install all monuments required by the final plat of the subdivision in accordance therewith.

3. Storm Sewers - Subdivider will construct and install all storm sewers required by plans and specifications strictly in accordance therewith.

4. Sanitary Sewers - Subdivider will construct, install and complete all sanitary sewers, including individual house sewers to property line, as shown by plans and specifications. All installations shall be in accordance with plans and specifications.

5. Water Facilities - Subdivider will construct, install and complete all water mains, water lines and fire hydrants, including all side mains taking water service to the property line as shown by plans and specifications.

6. Sidewalks - Subdivider will construct and complete all sidewalks shown by plans and specifications; provided, however, that such sidewalks shall be installed in front of each lot when the residence thereon is constructed.

7. Lighting - Subdivider will install street lighting throughout the subdivision with underground wiring and all fixtures mounted on aluminum poles. All poles, lights and related equipment shall be provided by the Subdivider. The materials and installation shall meet the approval of the City Engineer.

8. Signs - Subdivider shall provide and install metal street signs as approved by the Superintendent of Public Works.