Habitat Everest
a Subdivision in the City of Newberg

Located in the NW 1/4 of Section 20, Township 2 South,
Range 2 West, of the Millard Meridian in the part of the
Richland Drafton Land Claim No. 52,
Yamhill County, Oregon.

Date: 31 May 2002

Legend
- = measurement taken to 0.1' away
= in good condition unless otherwise stated
= no evidence of feature

Scale: 1' = 20'

EASEMENT NOTES

EASEMENT No. 1
Utility, sidewalk, storage with access, and parking easement over a portion of Lot 7 to benefit Lots 2 & 3.

EASEMENT No. 2
Utility, sidewalk, and parking easement over a portion of Lot 2 to benefit Lots 1, 2, & 3.

EASEMENT No. 3
Utility, sidewalk, and parking easement over a portion of Lots 3 to benefit Lots 2, 3, & 4.

EASEMENT No. 4
Utility, sidewalk, and parking easement over a portion of Lot 4 to benefit Lots 3, 4, & 5.

EASEMENT No. 5
Utility, sidewalk, and parking easement over a portion of Lots 5 to benefit Lots 4, 5, & 6.

EASEMENT No. 6
A driveway easement over a portion of Lot 6 to benefit Lots 5, 6, & 7.

EASEMENT No. 7
A driveway easement over a portion of Lot 7 to benefit Lots 6, 7, & 8.

EASEMENT No. 8
A driveway easement over a portion of Lot 8 to benefit Lots 7, 8, & 9.

EASEMENT No. 9
A private sanitary sewer easement in front of and at a distance from the front line of Lot 9.

By: Matt E. Haney
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Revised: 12/5/02
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SUBDIVISION COMPLIANCE AGREEMENT
Habitat - Everest

Planning Division File #: S-27-01

THIS AGREEMENT made and entered into this ______ day of ______________, 2000, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and HABITAT FOR HUMANITY hereinafter referred to as SUBDIVIDER.

RECIPIALS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "Habitat Everest," located in the City of Newberg, Oregon.

2. The CITY's subdivision ordinance and applicable ordinances and laws of the CITY, require that the SUBDIVIDER execute and file with the CITY an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the CITY may complete the same and recover the full cost and expenses thereof from the SUBDIVIDER.

3. The CITY is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the SUBDIVIDER with the provisions of the CITY subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

1. The SUBDIVIDER agrees to install all of the required public improvements as provided in the CITY subdivision ordinance and binds itself to use such materials and to so construct all of the improvements according to CITY standards as defined by the applicable ordinances, the approved construction plans, and the rules and regulations of the CITY as shown on the subdivision plat.

2. The SUBDIVIDER agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the SUBDIVIDER, its agents, employees or contractors.

3. The amount of the landscaping bond is to be 110% of the $3,797.00 estimated cost of the work which
amounts to $4,176.70. The street trees must be planted in front of any home prior to receiving final occupancy on that home.

4. At such time as all required improvements, except sidewalks along the vacant parcels and miscellaneous improvements, within the subdivision, have been completed in accordance with the CITY’s requirements, the SUBDIVIDER shall serve written notification to the CITY of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the CITY have been met, the SUBDIVIDER will submit to the CITY a maintenance bond or other such security in a form approved by the CITY in the sum of 15% of the total public improvement costs as per the estimate dated January 31, 2002 to provide for the correction of any defective materials or workmanship for a period of two (2) years after final acceptance as defined by CITY ordinances. The amount of the bond is to be 15% of the $10,772.60 total cost of public improvements which amounts to $1,615.89.

5. The SUBDIVIDER agrees that sidewalks and miscellaneous improvements (with water services being completed by City Public Works Crew) within said subdivision shall be completed, no later than the time that such buildings are erected upon lots in the subdivision and occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and miscellaneous improvements.

6. The conditions, covenants and restrictions, if any, shall be approved by the CITY and recorded prior to the sale of any lots.

7. The CITY agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

(a) That all required subdivision improvements, have been constructed in accordance with applicable CITY standards;

(b) SUBDIVIDER has fulfilled the requirements of the CITY’s subdivision ordinance;

(c) SUBDIVIDER has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the CITY;

(d) SUBDIVIDER has provided a maintenance bond and other form of security as indicated in paragraph 4;

(e) The water and sewer development fees will be charged in accordance with the appropriate CITY ordinances and resolutions at the time that the building permits are issued for each additional lot;

(f) SUBDIVIDER shall provide accurate as-built construction plans to the Engineering Division;

(g) SUBDIVIDER agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat;

(h) SUBDIVIDER agrees to pay an engineering fee to cover final review and inspection requiring connection to the improvements. The estimated cost of the improvement, based on the engineer’s estimate dated January 31, 2002, is $10,772.60. The amount of engineering fees is estimated to be 5% of the total cost of all improvements per the engineer’s estimated dated January 31, 2002, which said amount is $538.63.
Subdivision Agreement
Habitat Everest Subdivision
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(I) There are no additional public improvements required for this subdivision.

8. The date of this agreement shall be the date the City Manager signs on behalf of the City of Newberg.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

HABITAT FOR HUMANITY

\[Signature\]
Richard Rogers, Executive Director

State of Oregon
County of Yamhill

This instrument was acknowledged before me on this 24th day of June 2002 by Richard Rogers, to me known to be the Executive Director of Habitat for Humanity, by authority of its Board of Directors.

\[Signature\]
Notary Public for Oregon
My Commission Expires on 8-31-04

OFFICIAL SEAL
R. BRUCE Pritchard
Notary Public-Oregon
Commission No. 338064
My Commission Expires Aug. 31, 2004

CITY OF NEWBERG

\[Signature\]
James H. Bennett
City Recorder

APPROVED AS TO FORM

\[Signature\]
Terrence D. Mahr
City Attorney
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION ONE
DEDICATION

Newberg Area Habitat for Humanity has caused to be surveyed and platted the lands described below under the name of Habitat Everest Subdivision, and has caused the same to be divided into blocks, lots, streets, avenues, drives, and public ways, and does dedicate the streets, avenues, drives, and public ways, as shown on the plat of the addition, to the public use.

SECTION TWO
DESCRIPTION

The following is a particular description of the lands embraced within the above-mentioned plat and within the terms and provisions of this declaration:

Lots 1, 2, 3, 4 and 5, Habitat Everest, a subdivision in the City of Newberg, Yamhill County, Oregon.

SECTION THREE
RESERVATIONS, RESTRICTIONS AND COVENANTS

The parties declare that the land, shown on the plat, is held and shall be conveyed subject to the reservations, restrictions, and covenants set forth in this declaration.

SECTION FOUR
USE OF LAND

4.1. The lots shall be used for single-family dwellings only. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done on any lot that may be or become an annoyance or nuisance to the neighborhood. Lot 3 will not be used for a dwelling of any kind.

4.2. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.3. No structure shall be moved on any lot in the subdivision unless it meets with the approval of the committee referred to in this declaration.
SECTION FIVE

APPROVAL OF CLAIMS

No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or change or alterations in, these structures be made, until plans and specifications, color scheme, plot plan and grading plan, or other information satisfactory to the party shall have been submitted to and approved in writing by the Homeowners' Association and copies of these as finally approved, lodged with the parties. In so passing on such plans, specifications, and other requirements, the Homeowners' Association may take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built, to the site on which it is proposed to erect same, the harmony of such structures with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property.

SECTION SIX

OUTBUILDING REQUIREMENTS

No outbuilding shall be permitted on any lot in the subdivision without the prior written consent to the plan by the parties.

SECTION SEVEN

DWELLING SETBACK

No dwelling or any part of it shall be erected or maintained on any plot near the adjoining streets than allowed under Newberg=s Development Code. However, the parties reserve the right to obtain a smaller distance through approval with the City.

SECTION EIGHT

EASEMENTS

8.1. No building or other permanent structure shall be erected or maintained on any part of any area indicated as *Easement*, but the owners of the lot may erect and maintain a fence, wall, or hedge along the property line within the easement, but subject at all times to the prior right to use the area for public or quasi-public purposes. An exception to this restriction is the shared storage, and the storage unit for Lots 1, 2, 4 and 5. A future exception can be carports if the Association decides to erect such structures.

8.2. The right is reserved to locate, construct, erect, and maintain, or cause to be located,
constructed, erected, and maintained within the area indicated on the plat as easement, sewer and other pipelines, conduits, poles, and wires, and any other methods of conducting or performing any public or quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

8.3. The Homeowners' Association shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of the property, subject to any agreement regarding use of easements which may be in force at that time.

SECTION NINE

SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

9.1. The construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the sale of property shown on the recorded plat is permitted, provided it does not exceed 5 square feet in size, and except that signs of a larger size, advertising the subdivision, may be erected by the Homeowners' Association.

9.2. No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the Homeowners' Association.

9.3. No fence or wall, other than a retaining wall, shall be erected or maintained on any lot nearer a front or side street than the building limit line without the written consent of the Homeowners' Association.

9.4. No pergola or detached structure for purely ornamental purposes may be erected or maintained on any lot nearer a front or side street than the building limit line, without the written consent of the Homeowners' Association.

9.5. No permanent provisions shall be made on any lot for the raising of poultry or animals or the housing of cows, horses, or other livestock without the written consent of the Homeowners' Association.

9.6. No trash, garbage, debris, ashes, or other refuse may be thrown, or dumped on any lot in the subdivision.

9.7. No radio or television antenna wire or structure shall be maintained closer to the public road than on the front of the house.

9.8. No building material of any kind or character shall be placed or stored on any lot.
until the owner of it is ready to commence improvements and then the material shall be placed within the property lines of the plot on which the improvements are to be erected and shall not be placed in the streets or between the street and property line.

9.9. All motor vehicles parked in the subdivision must maintain proper license and insurance, as required for the vehicle by the State of Oregon.

9.10. Lawns shall be kept mowed and landscaped at all times.

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

9.12. Anyone remodeling, razing or making additions to the exterior of any common wall, or to a common fence must first obtain the approval of all homeowners.

9.13. The cost of reasonable repair and maintenance of common wall and common fences shall be shared by the owners. If any of a common wall is destroyed, the owners shall be jointly responsible for its replacement. Should the source of the casualty be established to be in one lot (e.g., a fire which begins in another part of one house), then the owner of the lot on which the source of the casualty is located shall bear the entire cost of the replacement of the wall.

9.14. No owner may deny reasonable access to any portion of any lot that contains commonly used utilities, driveway or sidewalk.

SECTION TEN

DURATION

All of the restrictions and covenants set forth in this declaration shall continue and be binding on the parties and their successors and assigns for a period of 25 years from the date this declaration is filed for record in the office of the Recorder in and for Yamhill County, Oregon, and shall automatically be extended after that date for successive periods of 10 years provided, however, that the owners of the legal title to the lots having more than 50% of the front footage of lots shown on the recorded plat may release all of the lots restricted from any one or more of the restrictions and covenants, and may release any lot shown on the plat from any restrictions or covenants erected by deed from the parties at the end of the first 25-year period, or at the end of any successive 10-year period after this first period, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording of land instruments, at least 5 years prior to the expiration of the first 25-year period, or at least 5 years before the expiration of any 10-year period thereafter; and further provided that the owners of the legal title of the lots having more than 75% of the front footage of the lots shown on this plat may, after 25 years from the date of this declaration, by executing and acknowledging an appropriate agreement and filing the same
for record as outlined above, release any one or more of the restrictions or covenants mentioned in this declaration.

SECTION ELEVEN

RIGHT TO ENFORCE

The restrictions set forth in this declaration shall run with the land and bind the parties, and homeowners= association as hereinafter described, and their successors and assigns. All parties claiming by, through, or under the parties shall be taken to hold, agree, and covenant with the parties, their successors and assigns, and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements on them. However, no restrictions in this declaration shall be personally binding on any corporation, person, or persons except in respect to breaches committed during its, his, her, or their seizing of the title of the land. The owner or owners of any of the above-mentioned land, or the Homeowners= Association, shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages. The failure of the Homeowners= Association or owner, or owners of any other lot or lots shown on this plat to enforce any of the restrictions set forth in this declaration at the time of its violation shall in no event be deemed to be a waiver of a right to do so subsequently.

SECTION TWELVE

PARTIES RIGHT TO ASSIGN

The parties have no right to assign any interest other than in the course of a bonafide transfer of all of their title.

SECTION THIRTEEN

HOMEOWNERS= ASSOCIATION

There shall be a homeowners= association established. The homeowners= association will meet annually at 8:00 o'clock p.m. on the second Tuesday in January. The owners of Lots 1, 2, 4 and 5, shall each have one (1) vote per lot. They shall select a Chairperson at the beginning of each annual meeting. During each annual meeting a plan for maintaining landscaping and insuring Lot 3 will occur. At each annual meeting, they shall evaluate any violations of the CC&Rs, and shall have the same rights as each of the parties do individually in enforcing the CC&Rs. At the first annual meeting following the occupancy of all units, the Association will assign parking space for the units by a majority vote.

At the request of any lot owner, a special meeting of the homeowners= association may be called. If such special meeting is called to discuss possible violations of the CC&Rs, notice of such meeting shall contain a description of the possible violation.
SECTION FOURTEEN

PARTIAL INVALIDATION

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

In witness, the parties have caused this declaration to be executed at Newberg, Oregon, on 31 January 2005.

By: Claire Rollis, President
Newberg Area Habitat for Humanity

State of Oregon )
) ss
County of Yamhill )

On this day personally appeared before me Claire Rollis, who being duly sworn, did say that he is the President of Newberg Area Habitat for Humanity, and that the above Instrument was signed on behalf of the Newberg Area Habitat for Humanity, and acknowledged the Instrument to be his voluntary act and deed.

IN WITNESS WHEREOF I have set my hand this 31st day of January 2005.

[Seal]

Kathie Ann Schumacher, Notary Public for Oregon
Description for Lot 1

Lot 1, Habitat Everest, a subdivision in the City of Newberg, Yamhill County, Oregon, together with an undivided 1/4 interest in Lot 3, and the beneficial Easements 2, 3, 4, 5, 6, 7 and 8, but subject to the Easements burdening Lots 1 and 3, which are Easements 1, 3, 8 and 9 of the Habitat Everest Plat.

Description for Lot 2

Lot 2, Habitat Everest, a subdivision in the City of Newberg, Yamhill County, Oregon, together with an undivided 1/4 interest in Lot 3, and the beneficial Easements 1, 3, 4, 5, 6, 7 and 8, but subject to the Easements burdening Lots 2 and 3, which are Easements 2, 3 and 8 of Habitat Everest Plat.

Description for Lot 4

Lot 4, Habitat Everest, a subdivision in the City of Newberg, Yamhill County, Oregon, along with an undivided 1/4 interest in Lot 3, and the beneficial Easements 1, 2, 3, 5 and 8, but subject to the Easements burdening Lots 3 and 4, which are Easements 3, 4, 6, 7 and 8 of Habitat Everest Plat.

Description for Lot 5

Lot 5, Habitat Everest, a subdivision in the City of Newberg, Yamhill County, Oregon, together with an undivided 1/4 interest in Lot 3, and the beneficial Easements 1, 2, 3, 4, 6, 7 and 8, but subject to the Easements burdening Lots 3 and 5, which are Easements 3, 5, and 8 of Habitat Everest Plat.
ROAD MAINTENANCE AND APPURTENANT USES MAINTENANCE AGREEMENT

FOR

HABITAT EVEREST

As Recorded in Document No. 200216114, Yamhill County, Oregon.

RECITALS

WHEREAS, Newberg Area Habitat for Humanity (hereinafter \textit{AHabitat@}) desires to transfer an interest in Lots 1, 2, 3, 4 and 5 of Habitat Everest Subdivision, to four property owners, one lot per owner and an undivided 1/4 interest in Lot 3, and

WHEREAS, there are a series of Easements in the Habitat Everest Subdivision that serve a variety of purposes; and

WHEREAS, Habitat wishes to restrict the ability of the property owners, and all of them, from building on Lot 3 of Habitat Everest; and

WHEREAS, there will be improvements on some or all of the Easements including a private road and appurtenant uses including, but not limited to, parking spaces, catch basins, storm drainage piping, cleanouts, curbs, sidewalks, storage buildings, carports and Lot 3 landscaping that will be for the benefit of some or all of the property owners; and

WHEREAS, these improvements in the Easements and Lot 3 by this Agreement will need to be maintained; and

WHEREAS, the areas not subject to an Easement shall be maintained by the individual property owners; now, therefore,

AGREEMENT

IT IS HEREBY AGREED:

1. All of the Recitals are incorporated herein as if fully set forth.

2. By acceptance of any Deed to property within said Habitat Everest Subdivision, whether or not it shall be so expressed in such Deed or other conveyance, the Grantee shall become a party to this Agreement. Such Grantees are hereinafter referred to as \textit{Owners@}. The consideration for this Agreement is the mutual promises of the Owners to share in the cost of maintenance of the private road, and appurtenant uses.

3. The Owners of Lots 1, 2, 4 and 5 of Habitat Everest Subdivision, hereinafter
called AAffected Owners®, shall meet at 7:00 o'clock p.m. on the second
Tuesday in January of each year to elect a Chairperson and review the condition
of the private road, appurtenant uses, and discuss maintenance needs and costs.

4. The Affected Owners shall be entitled to one (1) vote per Lot in decisions
regarding the maintenance of the private roadway and appurtenant uses, the
election of a Chairperson, or changes to this Agreement; except, however, in the
case of a tie vote, the existing Chairperson shall be entitled to two (2) votes.

5. At the meeting held each year, the Affected Owners shall elect a Chairperson to
represent the Affected Owners in all matters regarding maintenance of the private
roadway and appurtenant uses for the coming year. The private road and
appurtenant uses shall be maintained in a standard appropriate for all-weather
paved surfaces, and such other appurtenant uses as such uses dictate. For
purposes of this Agreement, the Astandard® shall at least consist of the following:

1. Storm Drainage - Cleaning out the catch basin sump and piping to the
public system at least two times per year (spring and fall).
2. Parking Area - Visual inspection and repainting/replacing/sweeping as
necessary, the striping, ANo Parking@ sign and parking surface at least
once yearly.
3. Curbs and Sidewalks - Visual inspection and repair of all curbs and
sidewalks at least yearly.
4. Lot 3 - Irrigation, if any, shall be inspected at least twice yearly.
Landscaping, including planting, cutting, weeding and watering will be
maintained at a seasonally appropriate level.

6. The quantity and quality of the work to be performed on the roadway and
appurtenant uses shall be determined by a majority vote of the Affected Owners in
accordance with Paragraph 3 above.

7. The cost of road repairs shall be apportioned equally among the Affected Owners
on a per lot basis regardless of frontage, location, or improvements. If an
individual Owner shall cause the roadway to be damaged, or other appurtenant
uses, that Owner shall be solely responsible for the entire cost of repairing the
roadway, or appurtenant use, to the satisfaction of the other Owners within thirty
(30) calendar days of the damage.

8. By Deed, an undivided interest in Lot 3 was, or will be, transferred to each of the
four lots and titled to each undivided 1/4 interest shall pass with each transfer of
each lot.

9. No vehicle or other parking shall be allowed in the said private roadway except
for in the designated areas. All Owners shall keep the roadway free and clear for vehicle and emergency vehicle access.

10. Enforcement of this Agreement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, this private roadway and appurtenant use Agreement, either to restrain violation or to recover damages. In case suit or action or a request for arbitration is instituted, the prevailing party shall be entitled to all costs and expenses including reasonable attorney fees at trial and on appeal. The Chairperson may, at his or her discretion, file a Statement of Claim with an arbitration service. In that event the decision of the arbitrator shall be binding upon all the parties, and the fee for the arbitrator shall be borne equally by the parties, unless the arbitrator determines that the fee should be borne unequally and allocates the fee. In the event of a violation, or attempted violation, of this roadway and appurtenant use Agreement, the Chairperson shall also be entitled to recover all costs and expenses, including reasonable attorney fees, that shall arise from enforcing any provision of this Agreement, even though no suit or action or request for arbitration is instituted.

11. The Owners of the four lots shall share equally on a per lot basis in the liability of the private roadway area in Lot 3. Each Owner shall obtain homeowner=s liability insurance, which includes all risks arising directly, or indirectly, out of the public use of the roadway area at a level determined by a majority vote of the Affected Owners. The Owners may, by their majority vote, carry a single insurance policy which covers all of them against liability out of public use of the roadway area, sharing the costs equally among them if such insurance is available and desirable.

12. The Chairperson shall be empowered to borrow monies where necessary to complete road maintenance and to pay interest at a reasonable rate for such sums as are borrowed.

13. Within twenty (20) days after the expenditure of such sums, the Chairperson shall send a written notice to each Affected Owner setting forth their share of the bill. The amount billed shall be due and payable within thirty (30) days thereafter, and if not so paid, the Chairperson may prepare a notice entitled Lien Notice, setting forth the legal description of the property for which an assessment has been paid, name of the Owner, or reputed Owners, the date of the assessment, and the amount thereof. Said Lien Notice, over the Chairperson=s signature, shall then be recorded in the Lien Records in Yamhill County and shall constitute a lien on the described premises for a period of one (1) year. The Chairperson shall make charges for interest on any amounts unpaid under this Agreement at the rate of 12 percent per month, or proration thereof, or at the maximum rate permitted under applicable law for past-due obligations, whichever is less.
14. During the period of the year after the lien has been filed, the Chairperson may, after having given ten (10) days written notice, institute proceedings to foreclose the lien as provided under ORS 87.060 in the State of Oregon. Said foreclosure shall provide for the cost of filing the lien, attorney fees, and such legal fees as are necessary for the prosecution of the case. During the one-year period, the Affected Owners may, over the signature of the Chairperson, sue for the assessment without foreclosure and in such suit shall be entitled to costs and reasonable attorney fees.

15. Invalidation of any provision of this roadway Agreement, and appurtenant use Agreement, by judgment or court order shall in no way affect any of the other provisions of the Agreement, which shall remain in full force and effect.

16. This Agreement shall be deemed a covenant running with the land and is binding upon the Owners of Lots 1, 2, 3, 4 and 5 in the Habitat Everest Subdivision, their heirs, successors and assigns.

17. There shall be, and is, a restriction on the building of any buildings on Lot 3 of Habitat Everest Subdivision. This space is to remain open for the use and utilization of the property Owners of Lots 1, 2, 4 and 5.

18. The appurtenant uses are those uses as shown on the Partition Plat Map and the easement notes on such plat.

IN WITNESS WHEREOF, the Owners of all the above-described lots sign this Agreement on the date and year set forth below.

DATED this 31st day of January, 2005.

[Signature]
President
Newberg Area Habitat for Humanity

State of Oregon )
) ss
County of Yamhill )

On this day personally appeared before me [Signature], who being duly sworn, did

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say that he is the President of Newberg Area Habitat for Humanity, and that the above Instrument was signed on behalf of the Newberg Area Habitat for Humanity, and acknowledged the Instrument to be his voluntary act and deed.

IN WITNESS WHEREOF I have set my hand this 31st day of January, 2006.

[Signature]

Kathie Ann Schumacher
Notary Public for Oregon