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Portland, Oregon 97204

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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HAMILTON ESTATES

PITTOCK TRADING CORPORATION
an Oregon corporation, Declarant
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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HAMILTON ESTATES

THIS DECLARATION is made this 10 day of May, 1995,
by PITTOCK TRADING CORPORATION, an Oregon corporation ("Declarant").

Declarant has recorded the plat of "Hamilton Estates, Phase 1" in the
plat records of Yamhill County, Oregon. Declarant desires to subject the real
property as shown in such plat to the covenants, conditions and restrictions set forth
herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the real property as
shown in the plat of Hamilton Estates, Phase 1, shall be held, sold and conveyed
subject to the following covenants, conditions and restrictions, which shall run with
such property and shall be binding upon all parties having or acquiring any right,
title or interest in such property or any part thereof and shall inure to the benefit of
each owner thereof.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the
following meanings:

1.1 "Architectural Review Designer" means the designee appointed pursuant
to Article 5 hereof.

1.2 "Declarant" means Pittock Trading Corporation, an Oregon corporation,
and its successors and assigns.

1.3 "Improvement" means every structure or improvement of any kind,
including but not limited to a fence, wall, driveway, swimming pool, storage shelter
or other product of construction efforts on or in respect to the Property.

1.4 "Initial Development" means the property referred to in Section 2.1.

1.5 "Lot" means one of the platted lots within the Property.

1.6 "Owner" means the person or persons, including Declarant, owning any
Lot in the Property, but does not include a tenant or holder of a leasehold interest or
a person holding only a security interest in a Lot. The rights, obligations and other
status of being an Owner commence upon acquisition of the ownership of a Lot and
terminate upon disposition of such ownership, but termination of ownership shall not
discharge an Owner from obligations incurred prior to termination.
1.7 "The Property" means the Initial Development, together with any other property annexed pursuant to Section 2.2.

1.8 "This Declaration" means all of the easements, covenants and restrictions set forth herein, together with any rules or regulations promulgated hereunder, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

All that certain real property located in Yamhill County, Oregon, in that certain plat entitled "Hamilton Estates, Phase 1" filed in the plat records of Yamhill County, Oregon, on the 12th day of June, 1995 at Book 41, page 107-108.

The Initial Development contains 46 single-family lots and will contain not more than 46 dwelling units.

2.2 Annexation of Additional Property. Declarant may from time to time and in its sole discretion annex to this Declaration any adjacent real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to this Declaration. The annexation of such adjacent real property shall be accomplished as follows:

(a) The owner or owners of such real property shall record a declaration which shall be executed by or bear the approval of Declarant and shall, among other things, describe the real property to be annexed, establish any additional limitations, uses, restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

(b) The property included in any such annexation shall thereby become a part of this Declaration, and the Declarant and the Association shall have and shall accept and exercise administration of this Declaration with respect to such property.

(c) Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:
(i) establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.

(ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

(d) There is no limitation on the number of Lots or dwelling units which Declarant may create or annex to this Declaration, except as may be established by applicable ordinances of the City of Lafayette.

ARTICLE 3

EASEMENTS

3.1 Utility and Service Easements. Easements for installation and maintenance of utilities, communication lines and drainage and irrigation facilities are reserved as shown on the recorded plat. No structure, fence, planting or other materials shall be placed or permitted to remain within these easements which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through a drainage channel in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all Improvements within it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

3.2 Sign Wall and Fence Easements. Sign wall and fence easements are reserved over Lots 1, 41, 42, 43, 44, 45 and 46 as shown on the plat for the installation, maintenance and use of project signs, walls and fences for the benefit of all Lots within the Property. The Owner of each Lot shall be responsible for an equal share of the cost of repair or replacement of such signs, walls and fences. The determination of the Owners of a majority of Lots shall be binding upon all Owners with respect to such repair or replacement. Any amounts assessed for such obligations that are not paid within thirty (30) days after billing shall bear interest at ten percent (10%) per annum from the due date until paid.

ARTICLE 4

USE RESTRICTIONS

4.1 Structures Permitted. No structures shall be erected or permitted to remain on any Lot except one single-family structure containing a dwelling unit, which shall include a private garage for not less than two cars, and structures normally accessory thereto. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or a shelter or port for
the protection of such swimming pool, or a structure for the storage of a boat and/or camping trailer for personal use, provided the location of any such structure is in conformity with the applicable governmental regulations, and the structure is compatible with the dwelling structure constructed on such Lot and approved by the Architectural Review Designee. No mobile, log or manufactured home are permitted within the Property. Each Lot shall provide for off street parking in a garage. Nothing in this section shall be deemed to prohibit the construction of a residence on a Lot in accordance with this Declaration, nor the storage during the course of construction of construction materials and equipment on the Lot as may be necessary for such construction, nor the use of any residence on a Lot as a sales office or model home for the purpose of sales in Hamilton Estates.

4.2 Residential Use. Lots shall only be used for single-family residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot except as allowed by the local jurisdiction, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of dwelling units, (b) the right of Declarant or any contractor or homebuilder to construct dwelling units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and (c) the right of the Owner of a Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his dwelling unit.

4.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Off-road motorized recreational vehicles shall not be allowed to operate upon any street or Lot within the Property.

4.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot, except a reasonable number of dogs, cats and other household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective owners thereof.

4.5 Maintenance of Structures and Grounds. Each Owner shall maintain his Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass and plantings of every kind on his Lot neatly trimmed, properly cultivated and free of
trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

4.6 Parking. Parking of commercial vehicles, boats, trailers, motorcycles, trucks, truck campers or other recreational vehicles or equipment and vehicles in excess of three-quarter (3/4) ton in weight shall not be allowed on any part of the Property nor on public streets adjacent thereto, except on an occasional basis. However, such parking shall be allowed within the confines of an enclosed garage or outbuilding or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

4.7 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remained parked upon any Lot or on any street within the subdivision for a period in excess of forty-eight (48) hours.

4.8 Signs. No signs shall be displayed to the public view on any Lot or Improvement, except one professionally made sign of not more than six (6) square feet advertising such property for sale. The restriction contained in this paragraph does not apply to signs used by a builder during the construction and sales period and shall not prohibit the temporary placement of "political" signs on any Lot by the Owner.

4.9 Rubbish and Trash. No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard raking, dirt and other material resulting from landscaping work or construction shall not be dumped onto streets or on any Lots. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

4.10 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

4.11 Landscape Completion. All landscaping must be completed within one hundred twenty (120) days from the date of substantial completion of the dwelling unit constructed therein. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

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

4.13 Fences, Hedges and Plantings Along Lot Lines. No fence shall exceed six (6) feet in height from the finished Lot grade on the highest side. Fences shall be well constructed of number one cedar one inch by six inch fencing materials with
"good neighbor" style. Fencing shall not protrude beyond the front of a dwelling or garage, excepting those Lots whose side yards are along the periphery. All Lots on the periphery of the Project shall provide a cedar "good neighbor" fence, six (6) feet in height, along the peripheral of the yard within one year of occupancy of the home.

4.14 Service Facilities. Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdictions or public utility companies.

4.15 Antennas and Satellite Disks. Exterior antennas and satellite receiver and transmission disks shall not be permitted to be placed on the roof of any structure. Any such facility shall not protrude forward of the rear of the dwelling.

4.16 Dwelling Size and Height. The total finished floor area of a dwelling, exclusive of open porches and garage, shall be not less than 1,350 square feet, with a minimum of 850 square feet on the main level if the dwelling is a two-story building. No building may exceed thirty (30) feet in height.

4.17 Building Setbacks. Dwellings shall be situated on Lots according to applicable law.

4.18 Exterior Finish. The exterior of all dwellings constructed on any Lot shall be of double wall construction. Exterior trim, fences, doors, railings, decks, eves, gutters and the exterior finish of garages shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

4.19 Roofing. Only cedar, tile or architectural 25-year warranty or better composition roofing shall be used on any dwelling constructed on any Lot.

4.20 Driveways. All driveways shall be of asphalt or concrete construction.

4.21 Exemption for Existing Structures. No structure in existence on the Property on the date of recording of this Declaration shall be deemed to be in violation of the restrictions contained herein so long as such structure continues in existence, notwithstanding the fact that such structure might otherwise be in violation of this Declaration.

4.22 Plan and Exterior Color Approval. Complete plans, including landscape plans, grade elevations and exterior color and lighting selection must be submitted to the Architectural Review Designee for approval prior to the start of construction. It is suggested that preliminary plans be submitted for preliminary approval prior to commencing working drawings.
ARTICLE 5

ARCHITECTURAL REVIEW

5.1 Architectural Review Required. No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Designee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with existing improvements and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. The procedure and specific requirements for review and approval of residential construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Designee. The Designee may charge a fee not to exceed Three Hundred Dollars ($300) to cover the cost of processing the application. In all cases which the Architectural Review Designee consent is required by this Declaration, the provisions of this Article shall apply.

5.2 Designee Decision. The Architectural Review Designee shall render its decision with respect to the construction proposal within thirty (30) days after it has received all material required by it with respect to the application. In the event the Designee fails to render its approval or disapproval within thirty (30) days after the Designee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

5.3 Designee Discretion. The Architectural Review Designee may, at its sole discretion, withhold consent to any proposed work if the Designee finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Designee intends for the Property. Considerations such as siting, shape, size, color, design, height, impairment of the view from other Lots, or other effect on the enjoyment of other Lots, disturbance of existing terrain and vegetation and any other factors which the Designee reasonably believes to be relevant, may be taken into account by the Designee in determining whether or not to consent to any proposed work.

5.4 Appointment and Removal. The Architectural Review Designee shall consist of one person, as the Declarant may from time to time appoint. The Declarant may remove the Designee from office at any time and may appoint a new Designee at any time. Declarant may at any time delegate to the Owners the right to appoint or remove the Designee. In such event, or in the event Declarant fails to appoint a Designee, a majority of the Owners so voting may appoint or remove the Architectural Review Designee. If no Architectural Review Designee is appointed, the provisions of this Article 5 shall not be applicable.

5.5 Liability. The Architectural Review Designee shall not be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure in aid of the Designee, provided only that
the Designee has, in accordance with the actual knowledge possessed by him, acted in good faith.

5.6 **Nonwaiver.** Consent by the Architectural Review Designee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.7 **Effective Period of Consent.** The Architectural Review Designee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Designee.

5.8 **Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the Architectural Review Designee by any Owner, and upon payment to the Designee of a reasonable fee fixed by the Designee to cover costs, the Designee shall provide such Owner with an estoppel certificate executed by the Designee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within such Lot by the Owner comply with this Declaration, or (b) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Architectural Review Designee, all Owners, and such purchaser or mortgagee.

**ARTICLE 6**

**MISCELLANEOUS PROVISIONS**

6.1 **Amendment and Repeal.** This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed as to all or any portion of the Property by a written instrument signed by Owners owning not less than seventy-five percent of the Lots within the Property, effective when such instrument is recorded in the records of Yamhill County, Oregon, except that Declarant or Declarant's assigns may amend this Declaration in whole or in part as long as it owns a majority of the Lots within the Property.

6.2 **Duration.** This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period into the next subsequent period shall be automatic and without the necessity of any notice, consent or other action whatsoever; provided, however, that this Declaration may be terminated at the end of the initial or any additional period by a written, recordable instrument signed by
owners owning a majority of the Lots within the Property, and which instrument shall only be effective when recorded in the records of Yamhill County, Oregon.

6.3 **Joint Owners.** In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

6.4 **Lessees and Other Invitees.** Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner’s use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

6.5 **Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event suit or action is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys’ fees at trial or on appeal or petition for review of such suit or action, in addition to any other sums provided by law.

6.6 **Nonwaiver.** Failure 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.

6.7 **Construction; Severability; Number; Captions.** This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

6.8 **Notices and Other Documents.** Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, addressed as follows: If to Declarant, Lincoln Center, Suite 107, 10300 SW Greenburg Road, Portland, Oregon 97223; if to an Owner, at the address given by
him at the time of his purchase of a Lot, or at his Lot. The address of a party may be changed by him at any time by notice in writing delivered as provided herein.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

PITTOCK TRADING CORPORATION, an Oregon corporation

By Gordon X. Poole
Its Chief Financial Officer

STATE OF OREGON

County of Washington

This instrument was acknowledged before me on 10th of May, 1995 by Gordon of PITTOCK TRADING CORPORATION, an Oregon corporation.

Christie M. Bass
Notary Public for Oregon
My commission expires: 8-28-97
FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
HAMILTON ESTATES

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMILTON ESTATES is
executed as of this 22 day of September, 1995, by PITTOCK TRADING
CORPORATION, an Oregon corporation ("Declarant").

RECITALS:

A. Declarant is the declarant under that certain Declaration of Protective
Covenants, Conditions and Restrictions for Hamilton Estates dated May 10, 1995 and recorded
June 12, 1995 in the Records of Yamhill County, Oregon, as Document No. 199507170 (the
"Declaration").

B. Pursuant to Section 6.1 of the Declaration, Declarant, the owner of a majority
of the Lots within the Property, wishes to amend the Declaration in certain respects.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 4.13, pertaining to fences, hedges and plantings along lot lines, is amended by
the addition of the following at the end of such section:

"Upon completion of the fence, the exterior side shall be coated with a
clear preservative coating to preserve the natural fence color."

2. Section 4.16, pertaining to dwelling size and height, is amended to read:

"The total finished floor area of a dwelling, exclusive of open
porches and garage, shall be not less than 1,300 square feet. No
building may exceed thirty (30) feet in height."
3. Section 4.18, pertaining to exterior finish, is amended by deletion of the first sentence of such section and inserting the following in lieu thereof:

"The exterior of all dwellings constructed on any Lot shall be of either double wall or single wall construction. If single wall construction is utilized, the front side of both the dwelling and the garage shall be of double wall construction with lap siding. No vertical siding is allowed on the front of the dwelling or garage. Brick trim is permitted."

4. Section 4.19, pertaining to roofing, is deleted and the following inserted in lieu thereof:

"4.19 Roofing. Only cedar, tile, architectural or composition roofing with a minimum of 25 year warranty shall be used on any dwelling constructed on any Lot."

5. Section 4.20, pertaining to driveways, is amended to read as follows: "All driveways shall be of concrete construction."

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the day and year first set forth above.

PITTOCK TRADING CORPORATION,
an Oregon corporation

By

Gordon H. Rockwell
Chief Financial Officer

STATE OF OREGON )
County of YAMHILL )ss.

The foregoing instrument was acknowledged before me this 2 day of SEPTEMBER, 1995, by Gordon H. Rockwell, Chief Financial Officer of Pittock Trading Corporation, an Oregon corporation, on its behalf.

Notary Public for Oregon
My commission expires: 2-7-98

[Seal]
DECLARATION OF ANNEXATION TO HAMILTON ESTATES
(Hamilton Estates No. 2)

THIS DECLARATION OF ANNEXATION TO HAMILTON ESTATES, is made this 26 day of September, 1996, by PITTOCK TRADING CORPORATION, an Oregon corporation ("Declarant").

Declarant is the declarant under the Declaration of Protective Covenants, Conditions and Restrictions for Hamilton Estates dated May 10, 1995, recorded June 12, 1995 in the Records of Yamhill County, Oregon, as Recorder's Fee No. 1995007170 (the "Declaration").

Declarant has recorded the plat of Hamilton Estates No. 2. Pursuant to Section 2.2 of the Declaration, Declarant wishes to annex Hamilton Estates No. 2 to Hamilton Estates and subject the same to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all the property described below shall be annexed to Hamilton Estates and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration:

All that certain property located in Yamhill County, Oregon, in that certain plat entitled "Hamilton Estates No. 2" filed in the Plat Records of Yamhill County, Oregon, on the 21st day of October, 1996, at Book No. Page No., except the public streets therein.

Instrument No. 199616159

10-2-96
Hamilton Estates No. 2 contains 46 single-family lots and will contain not more than 46 dwelling units.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation as of the day first above written.

PITTOCK TRADING CORPORATION
an Oregon corporation

By: Gordon Rockwell
Its Chief Financial Officer

STATE OF OREGON

) ss.

County of YAMHILL

The foregoing instrument is acknowledged before me this 26th day of September, 1996, by Gordon Rockwell, Chief Financial Officer of PITTOCK TRADING CORPORATION, an Oregon corporation, on its behalf.

Sheryl Lutz
Notary Public for Oregon
My commission expires: 02/06/98
DECLARATION OF ANNEXATION TO HAMILTON ESTATES
(Hamilton Estates No. 3)

THIS DECLARATION OF ANNEXATION TO HAMILTON ESTATES, is made this 7th day of November, 1997, by PITTOCK TRADING CORPORATION, an Oregon corporation ("Declarant").

Declarant is the declarant under the Declaration of Protective Covenants, Conditions and Restrictions for Hamilton Estates dated May 10, 1995, recorded June 12, 1995 in the Records of Yamhill County, Oregon, as Recorder's File No. 199507170 (the "Declaration").

Declarant has recorded the plat of Hamilton Estates No. 3. Pursuant to Section 2.2 of the Declaration, Declarant wishes to annex Hamilton Estates No. 3 to Hamilton Estates and subject the same to the Declaration.

NOW, THEREFORE, Declarant hereby declares that all the property described below shall be annexed to Hamilton Estates and the Declaration and that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the Declaration:

All that certain property located in Yamhill County, Oregon, in that certain plat entitled "Hamilton Estates No. 3" filed in the Plat Records of Yamhill County, Oregon, on the 7th day of November, 1997 at Book ___, Page ___, except the public streets therein.
Hamilton Estates No. 3 contains 45 single-family lots and will contain not more than 45 dwelling units.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Annexation as of the day first above written.

PITTOCK TRADING CORPORATION
an Oregon corporation

By Gordon H. Rockwell
Chief Financial Officer

STATE OF OREGON

County of

The foregoing instrument is acknowledged before me this 7th day of November, 1977, by Gordon H. Rockwell, of PITTOCK TRADING CORPORATION, an Oregon corporation, on its behalf.

Lynn Dunn
Notary Public for Oregon
My Commission expires:

OFFICIAL SEAL

Lynn Dunn
Notary Public, Oregon
Commission No. 060612
My Commission Expires Aug. 10, 1999