DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR HIGHLANDS PLACE
LOTS 1 - 11

This declaration, to be effective upon its recording in Yamhill County, Oregon, is made and executed this 9th day of April, 2000, by Park West Properties, Inc. an Oregon Corporation, hereinafter (Declarant). Highlands Place, a subdivision in Yamhill County.

Declarant is the owner of certain real property in Yamhill County, Oregon. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with the provisions of this declaration.

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes. No building other than one, residential dwelling with attached or detached garage shall be erected on any lot. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. Said structure must be approved by the Architectural Control Committee. All homes must be of new stick/site built construction.

2. DWELLING SIZE: No dwelling shall exceed 2 stories above grade in height nor have less than 1300 square feet of living space exclusive of decks, patios and garage.

3. SETBACKS: All structures and parking areas shall be constructed within the setback requirements of the City of Dundee, Oregon.

4. FENCES: All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be forward of the front building line of the house and must be of new wood material. Any variance must be approved by the Architectural Control committee.

5. ANIMALS: No animals, including poultry, shall be raised or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

6. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered, painted, or repainted on any lot until the construction plans, specifications, colors, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the building setback line unless similarly approved.

The Architectural Control Committee is composed of any two officers of the declarant. Neither members of the committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or the disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Each building must have a minimum of a double car garage. All dwellings must be a minimum double wall construction on all fronts, and all street sides in the case of corner lots, with cedar - bevel siding or the equivalent as approved by the Architectural Control Committee. All dwellings must have architect composition type roofing material or other material approved by the Architectural Control Committee.

The Architectural Control Committee shall remain in effect until all lots are fully developed with finished residential construction. Thereafter, the declarant shall appoint two members at large from the deeded owners. If none are available, the Architectural Control Committee shall be suspended.

7. STREET TREES AND LANDSCAPING: Each builder shall landscape the front yard and plant street trees as required by the governing body having jurisdiction within 9 months of the building permit issuance date. Builder shall follow the proposed tree planting guide established for Highlands Place by the City of Dundee.
8. **SIDEWALKS**: Sidewalks shall be installed by the builder or owner/builder, as the case may be, prior to the occupancy of the home and simultaneous with the installation of the driveway approach, weather permitting. All sidewalk installations shall conform to governing body standards and shall conform to the existing tree planting and sidewalk plan, excepting variations applied for, approved and granted by the building department or governmental agency issuing permits.

9. **MAINTENANCE**: Each lot owner will maintain in good repair the exterior (including roof), of any structures or improvement on the lot and shall clean and/or repaint the exterior as needed to preserve an attractive appearance.

10. **POLES, ANTENNAS, WIRES, DISHES**: No flagpoles, exterior radio, television antennae or satellite dishes shall be permitted on any lot unless written approval is given by the Architectural control Committee prior to installation and must be screened from view of any public street and not be a nuisance to adjoining neighbors.

11. **PARKING**: No recreational vehicles or boats shall be stored or parked forward of the front building line or in the street right-of-way of each house for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be behind site-obscuring fencing and shall be fenced on all sides.

12. **NUISANCES**: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance or any annoyance to the neighborhood.

13. **TEMPORARY STRUCTURES**: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent other than by the builder during construction.

14. **GARBAGE AND REFUSE DISPOSAL**: No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers, incinerators or other equipment for the storage or disposal of such material, and shall be maintained in a clean and sanitary condition.

15. **ENFORCEMENT**: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages. In any action for enforcement, the prevailing party shall be entitled to its reasonable attorneys fees set by the court or courts at trial and any appeal.

16. **SEVERABILITY**: Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

17. **TERM**: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 9 day of March, 2000.

PARK WEST PROPERTIES, INC.

Richard K. Brown, President

Steven A. Brown, Vice-President

Subscribed and sworn to me this 9 of March, 2000 by Richard K. Brown, President and Steven A. Brown, Vice-President.

Janet L. Winder
Notary Public for the State of Oregon

STATE OF OREGON,

County of Yamhill

before me appeared Steven A. Brown

On this 13th day of March, 2000

and

duly sworn, did say that he, the said Steven A. Brown, is the President and Vice-President of PARK WEST PROPERTIES, INC., the within named Corporation, and that the said instrument was signed and acknowledged in behalf of said Corporation by authority of its Board of Directors, and Steven A. Brown and acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Janet L. Winder
Notary Public for Oregon

My Commission expires 5/6/01
HIGHLANDS PLACE SUBDIVISION

Location: SW 1/4 Section 26, T. 3 S., R. 3 W., WM., Parcel 1 of Yamhill County Partition Plat No. 98-44
Jacob Schuck DCL #57, City of Dundee, Yamhill County, Oregon

APPROVALS:
City of Dundee

APPROVALS:
Yamhill County

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that PARK WEST PROPERTIES, INC., as the owner, and FIRST SAVINGS BANK OF WASHINGTON is the lien holder of the lands represented on the attached map HIGHLANDS PLACE SUBDIVISION and more particularly designated in the Surveyor's Certificate and have caused said lands to be platted in lots and streets and do hereby dedicate all streets to the public for public use and do hereby dedicate or convey the necessary easements for the purposes stated on the plat.

RICHARD K. BROWN
PARK WEST PROPERTIES, INC.

Acknowledgement

STATE OF OREGON
COUNTY OF YAMHILL

On this day the 27th of December, 1989, did personally appear RICHARD K. BROWN in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

Charter Office of County Services

Affidavit of Consent to the Declaration

By: FIRST SAVINGS BANK OF WASHINGTON

Recorded in Instrument No. 260001330
Date of Recording: 1/12/1990

CHARLES STERN, Yamhill County, OR

SURVEYOR'S CERTIFICATE

I, Karl Durstel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown in the plat of HIGHLANDS PLACE SUBDIVISION the boundary of which is described as follows:

Parcel 1 of Yamhill County Partition Plat No. 98-44

This is an exact copy of the original partition plat.

[Signature]
[Registration Number]
[Registration Date]

[Stamp]