AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS--HILLSDALE FIRST ADDITION

AFTER RECORDING, RETURN TO:

__________________________________________

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
HILLSDALE FIRST ADDITION

This Amendment applies to the Covenants, Conditions and Restrictions ("CC&Rs") for Hillsdale First Addition, a subdivision in Yamhill County, Oregon. CC&Rs concerning Hillsdale First Addition were recorded on November 26, 2002, as Document No. 200223540, Yamhill County Records. The CC&Rs, as recorded, contained clerical errors concerning four lots.

The undersigned are owners of at least two-thirds of the benefitted properties and have and hereby agree in writing to change the CC&Rs in whole or in part to correct such errors. The changes described below will be effective when duly recorded in the Yamhill County Real Property Records. The undersigned are the owners of the lots listed beside their names under their signatures below.

Paragraphs 1 e and f of the General Restrictions section of the CC&Rs are deleted and in their place substituted the following:

"1.e. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND TWO HUNDRED (1,200) square feet."

"1.f. All residences will have a 2-car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet."

Except as changed by this Amendment, the CC&Rs will continue in full force and effect in accordance with their terms.

This written agreement to change the CC&Rs in part, as specified above, to correct the clerical errors, is signed by the owners listed below on the dates indicated next to the signatures.

Dated: 1-14-03

WESTFIELD, LLC

By: /s/ Howard Aster

Owner of Lots

Dated: 1-16-03

PREMIER HOME BUILDERS, INC.

By: /s/ James Sanford

Owner of Lots 100, 101, 102, 103, and 104

Dated: 1-21-03

James Sanford, Owner of Lots 77, 78, 79, 80 and 87

Dated: 1-24-03

Jack P. Leonard, Owner of Lots 115, 116 and 126

STATE OF OREGON

COUNTY OF YAMHILL

On the 14 day of January, 2003, personally appeared Howard Aster, who, being first duly sworn, did say that he is the Manager of Westfield, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

/s/ Christina O. Owen

NOTARY PUBLIC FOR OREGON

(Additional notaries on page 2)
STATE OF OREGON  
)  
County of Yamhill  
) ss.

On January 16, 2003, personally appeared JEFFREY A. ZAUNER, who, being first duly sworn, did say that he is the PRESIDENT of Premier Home Builders, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
)  
County of Yamhill  
) ss.

On January 21, 2003, personally appeared the above-named James Sanford, who acknowledged that the foregoing instrument was his voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

STATE OF OREGON  
)  
County of Yamhill  
) ss.

On January 24, 2003, personally appeared the above-named Jack P. Leonard, who acknowledged that the foregoing instrument was his voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
COVENANTS, CONDITIONS AND RESTRICTIONS–HILLSDALE FIRST ADDITION

AFTER RECORDING, RETURN TO:

Westfield LLC
106 SW West Hills Dr.
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK
200223540

00107267200220023540060061
$51.00
11/26/2002 03:17:07 PM
PR-CRPR Cnt=1 Stn=2 ANITA
$30.00 $10.00 $11.00

COVENANTS, CONDITIONS AND RESTRICTIONS
HILLSDALE FIRST ADDITION

These covenants and restrictions apply to all lots located in HILLSDALE FIRST ADDITION, a subdivision in Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Ray Kauer or Howard Aster) together or individually own at least one acre of the property described in Exhibit “A” (or own or hold an option or right of first refusal to purchase on at least one acre of property described in Exhibit “B”), then they are also enforceable by each member of the group consisting of Westfield, LLC, an Oregon limited liability company, Ray Kauer, or Howard Aster, who owns property described in Exhibit “A” or owns property or an option to purchase property described in Exhibit “B”.

The undersigned owners of all the real property included in the HILLSDALE FIRST ADDITION, a Plat duly recorded __________, 2002, in __________, Plat Records of Yamhill County, Oregon, together with the property described in Exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner’s heirs, successors and assigns.

1. GENERAL RESTRICTIONS

a. No building shall be constructed other than a single-family owner-occupied permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone) and otherwise comply with these Covenants, Conditions and Restrictions.
b. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

c. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

d. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level.

e. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND TWO HUNDRED (1,200) square feet. Lots 79A and B and 80A and B are, however, single-family common wall lots. It is permissible to build a common wall unit on these lots. The minimum size for a dwelling on Lots 79A and B and 80A and B, exclusive of garages, carports, outbuildings, covered walks and open porches, is NINE HUNDRED (900) square feet.

f. All residences will have a 2 car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet, except that each residence on Lots 79A and B and 80A and B is only required to have a single car garage, the minimum ground floor area of which will be TWO HUNDRED (200) square feet.

g. Exterior walls on all dwellings will be double wall construction and will have lap siding, stone (natural or cultured), or brick finish. No dwelling shall be constructed with metal siding.

h. House colors will be natural earth tones or calm colors, not bright or vivid shades.

i. Roofing will be 25-year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed.

j. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

k. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

l. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from adjoining lots (ground level) and roads.
m. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

n. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale of real property (including model homes) may be placed upon the lot of any owner desiring to sell.

o. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

p. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high opaque fence. Pads and driveway approaches for allowed storage of such vehicles must be concrete. No such vehicles may be parked overnight on any street or road serving the property or a driveway, except that, subject to City of McMinville restrictions, for a maximum of 14 days total such use per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

q. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

r. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

s. The developer retains the right and intends to plant trees in the parking strip located in the front of each lot (between the sidewalk and the curb). The owner of each lot will care for and maintain such trees after they are planted.

2. ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinville be responsible for the enforcement of these restrictions.
b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (%) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.

c. Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this ___ day of ______________, 20__.

WESTFIELD, LLC
An Oregon Limited Liability Company

By ______________________________
Manager

(Notarization on following page.)

STATE OF OREGON )
) ss
County of Yamhill )

On the 26 day of November , 2002, personally appeared Howard Ather
_______, who, being first duly sworn, did say that he is the Manger of Westfield, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

______________________________
NOTARY PUBLIC FOR OREGON

Page 4 COVENANTS, CONDITIONS AND RESTRICTIONS
EXHIBIT "A"

Legal Description:

EXHIBIT "B"


NARRATIVE

The purpose of this survey is to plot the lots, right of ways and easements created from the WESTFIELD, L.L.C. tract to be dedicated as HILLSDALE FIRST ADDITION. The WESTFIELD, L.L.C. tract is a portion of TRACT A of HILLSDALE SUBDIVISION, a duly recorded subdivision. The Basis of Bearings is the plat of HILLSDALE SUBDIVISION, which is established by measuring between two monuments located on the north line of TRACT A of HILLSDALE SUBDIVISION, as shown hereon. The exterior boundaries of this subdivision plat are the same line lines shown in the plat of HILLSDALE SUBDIVISION, which is the exception of the south line.

SURVEYOR'S CERTIFICATE

This plat of Tract A of HILLSDALE SUBDIVISION, Yamhill County Plat Records, Yamhill County, Oregon, more particularly described as follows:

Beginning at the NW corner, a 5/8" iron rod with a white plastic collar marked "BENCHMARK #1" 1894", and point the northwest corner of Tract A of HILLSDALE SUBDIVISION, facing the southeast corner Parcel of 2 of Yamhill County Portion Plats N/S 122040 and being on the westly margin of HIll Road (30 feet from centerline), thence South 109°20' East 432.73 feet along the east line of said Tract A to the beginning of a curve having a radius of 30.00 feet and being described as follows:

1. From Point 1 along curve [Chord North 64°59'30" West 28.28 feet] thence South 68°47'04" West 72.67 feet to the beginning of a curve having a radius of 20.00 feet and being described as follows:

2. From Point 2 along curve [Chord North 64°59'30" West 28.28 feet] thence South 68°47'04" West 72.67 feet to the beginning of a curve having a radius of 20.00 feet and being described as follows:

3. From Point 3 along curve [Chord North 64°59'30" West 28.28 feet] thence South 68°47'04" West 72.67 feet to the beginning of a curve having a radius of 20.00 feet and being described as follows:

4. From Point 4 along curve [Chord North 64°59'30" West 28.28 feet] thence South 68°47'04" West 72.67 feet to the beginning of a curve having a radius of 20.00 feet and being described as follows:

The perimeter of this subdivision plat contains approximately 16.58 acres.

M. Magnussen

REDMOND HILL ROAD

EXISTING EASEMENT DETAIL

DETAILED SCALE: 1" = 20'

ALL DIMENSIONS ARE DATA OF RECORD PER INSTRUMENT NO. 2002-1423

REMAINDER OF TRACT A OF HILLSDALE SUBDIVISION, NOT A PART OF PLAT

R. 694-40" E 264.80'

R. 694-40" E 384.80'

R. 694-40" E 384.80'

R. 694-40" E 384.80'