DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
A California Corporation

Cypress Ventures, Inc., a California Corporation is "Declarant".

Pertaining to and affecting Jaquith Park
Estates, a sub-division, the plat of which is
recorded in the Office of the County Clerk for
Yamhill County, Oregon, and all other plats
contiguous thereto or joined thereto by
successive contiguous plats which in the future
shall be recorded by Declarant, or its
successor in interest, and to which these
declared conditions and restrictions shall be
made applicable by declaration of the owner or
owners or dedicator of any such plat.

TO THE PUBLIC:

KNOW ALL PERSONS BY THESE PRESENTS, that Cypress
Ventures, Inc., a California Corporation, hereinafter referred to
as "Declarant", pursuant to action duly authorized by its Board of
Directors, hereby declares as follows:

Declarant hereby certifies and declares it has
established and does hereby establish the following general plan,
including, but not limited to, the Conditions and Restrictions
herein defined, for the improvement, protection, and benefit of
property in Jaquith Park Estates, a subdivision the plat of which
is recorded in the Office of the County Register of Deeds for
Yamhill County, Oregon, and all other plats which in the future
shall be recorded by Declarant, or its successor in interest, and
to which these declared conditions and restrictions shall be made
applicable by declaration of the owner or owners or dedicator of
any such plat, which plat(s), individually and collectively, are
referred to herein as "Jaquith Park Estates"; does hereby establish
the following conditions, restrictions, and covenants subject to
which each and all residential lots, single family dwellings, and
residential residences of every kind and to any other buildings of
any nature or purpose in Jaquith Park Estates all of which are
herein referred to as "Residence", shall be held, used, occupied,
leased, sold, or conveyed; each and all of which shall run, with the
land and shall inure to the benefit of, be imposed upon, and pass
to the successor in interest of each and all said residence as a
servitude in favor of and enforceable by the owner or owners of any
other of such residence.

Page 1 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
1.0 CONDITIONS, RESTRICTIONS, COVENANTS

1.1 LAND USE. The general plan for location of residence, recreational, and other buildings for public or common use, commercial areas, and recreation areas, offices, and easements shall be as specified in the Jaquith Park Estates recorded plat(s). No lot within Jaquith Park Estates may be rezoned or subdivided further to accommodate the construction of additional residences. Only single family dwellings and amenities related to any thereof, shall be constructed or maintained in areas designated for residential purposes only, provided, exceptions or as provided in Section 1.10. Provided, however, as long as Declarant or its successor in interest shall own property in Jaquith Park Estates, it shall be entitled to maintain a sales office and such model homes and apartments as it, in its sole discretion, shall determine to be necessary or helpful to the sale of residence in the development.

1.2 ALTERATIONS AND ADDITIONS, TEMPORARY STRUCTURES, ETC. No exterior alteration or addition shall be made to any premises without the prior written approval of the Declarant or the Association as provided in Section 1.10 and 2.0 et seq. No truck, camper, motor home, trailer, boat or other recreational vehicle shall be parked on any lot or street other than temporarily (in no case in excess of 48 hours) and solely for the purpose of loading or unloading or a service call except within the garage structure at residence premises. If any truck, camper, motor home, trailer, boat or other recreational vehicle is stored or parked in any area designated for that purpose either on the Jaquith Park Estates premises or elsewhere, such storage or parking shall be solely at the risk of the owner, and neither Declarant nor any other person, firm, or corporation shall have any responsibility therefor, whether or not any fee or charge is made, or paid for the privilege of such storage or parking.

1.3 FENCES, HEDGES, AND WALLS. On all lots no fence, hedge, structure, or wall (other than a necessary retaining wall) shall be constructed or exist between the setback line and the property line without the prior written approval of the Declarant or as provided in Section 1.10. No planting or structure obstructing vision at roadway intersections or driveways, shall be permissible or maintained.

1.4 ANIMALS. No livestock, or poultry of any kind shall be raised, kept or bred on any residence. Other than a maximum of two (2) household pets, no animals or fowl shall be kept or allowed to be kept on any lot or residential premises. Household pets may not be kept, bred, or maintained for a commercial purpose. Dogs shall be controlled as provided by ordinance of the City of Newberg. Cats and other pets shall be confined to the dwelling or rear portion of the lot and not be permitted to run free or
otherwise to be or become a nuisance or source of annoyance to
other residents.

1.5 SIGNS. No sign shall be erected or displayed upon
any residence or building without prior written permission as
provided in Section 1.10; provided, such permission shall not be
required for one sign no larger than 6 inches by 24 inches
displaying the name and/or address of the occupant or for one
temporary sign no larger than 18 inches by 24 inches advertising
the property for sale or rent; or for temporary community
decorations, but such signs must be removed upon the sale, rental
of the residence, or conclusion of the community project.

1.6 USE OF PROPERTY. No dwelling is to be used for the
conduct of business or for any commercial purpose unless prior
written approval is obtained as provided in Section 1.10. No oil
or gas well, mine or quarry, or equipment therefor and no appliance
or structure for business purposes shall be located or operated on
any of said property designated as residential premises.
Installation of flag poles, radio antennae, satellite dish,
exterior-mounted television antennae, exterior machinery for
cooling and/or heating, structures detached from the residence are
prohibited on or about residence or buildings unless prior written
approval is obtained as provided in Section 1.11. Drying lines or
apparatus shall be screened from exterior view. Garbage and other
waste shall be kept in sanitary containers away from public view
and regularly disposed of; and nothing shall be done which may
constitute a nuisance or aesthetic burden to the neighborhood or
other occupants.

1.7 LANDSCAPE AND MAINTENANCE. To provide uniformity
all front yards of residences shall be landscaped by builder within
thirty (30) days of occupancy in a pattern as established by
Declarant. Additional landscaping of yards shall be completed
within a reasonable time, but in any event, within eighteen (18) months
after build completion and shall conform to the general pattern
of others in the community as established in the sole discretion
of Declarant. All yards and growth thereof shall be maintained,
cultivated, and kept free from insects and diseases.

1.8 SLOPE AND DRAINAGE EASEMENTS. The owner and
occupant of a residence will permit access by the owner or occupant
of an adjoining or adjacent residence to slopes or drainageways on
the property of the former to maintain slopes or drainage
facilities for the protection and use of such adjoining or adjacent
site. Each owner will not block, hinder, or interfere with the
established drainage pattern over his land from adjoining or
adjacent land.

Page 3 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
1.9 RESTRICTIONS ON RESIDENCE AND OWNERS.

A. No clearing, grading, tree cutting or land filling shall take place on any lot until it has been approved in writing by the Jaquith Park Estates Homeowners Association as provided in Sections 1-10.

B. All residences shall use architectural composition roofing for roofing purposes unless a variance is approved by a majority vote of the Architectural Control Committee. Samples of all exterior colors and of all exterior siding, brick, stone or other special materials shall be submitted to the Architectural Control Committee for approval.

C. No noxious or offensive activity shall be carried on/upon any residence nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other residence owners within this subdivision.

D. No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

E. All buildings and improvements on any lot shall conform to the following criteria and requirements:

1. No dwelling shall be permitted if its total floor area, exclusive of porches and garages, is less than 1000 square feet total. In the event of two story construction, there shall not be less than 700 square feet on the first floor.

2. All garages shall conform generally in architectural design and exterior materials and finish to the dwellings to which they are appurtenant.

3. No outdoor overhead wire or service drop for distribution of electric power or for telecommunication purposes, pole, tower, or other structure supporting outdoor overhead wires, shall be erected, placed or maintained.

4. No healthy, non-hazardous tree on any lot located outside the residence footprint may be removed without approval of the Architectural Control Committee.

5. Any damage to roads or curbs in Jaquith Park Estates which occurs during the course of a residence owner's construction or later shall be the responsibility of that residence owner. Repair of such damage, if not undertaken by the residence owner...
within 60 days of completion of construction, shall be undertaken by the Jaquith Park Estates Homeowners Association. The cost of such repair shall be billed to and borne by the residence owner and shall be payable within thirty days after it becomes due. Failure to pay for any repair billed shall cause the residence owner to be liable for interest and costs of collection and any unpaid amounts shall be a lien on the residence owned by the residence owner.

6) Easements as shown on the subdivision plat shall be preserved by the respective residence owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any residence which has an easement shall maintain the easement area at his or her expense, except for improvements for which a public authority or utility is responsible.

7) The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure, using the design provided by the Declaratant, unless otherwise dictated by the U.S. Postal Service.

F. Prohibition of two-story structures. No structure built on any lots along the northern property line, e.g. lot numbers 19 through 26 shall exceed a single-story structure.

1.10 GRANT OF WAIVERS OR CONSENTS. Jurisdiction and authority to grant or extend exceptions, variances, waivers, and consents contemplated by the foregoing sections 1.1 through 1.9, inclusive, shall be exclusively in the Declaratant or its successor as developer, during such period as Declaratant or its successor shall own any real property in Jaquith Park Estates. Thereafter, the jurisdiction and authority shall be exclusively in the Jaquith Park Estates Homeowners Association, acting through its Board of Directors or designees.

2.0 ARCHITECTURAL CONTROL COMMITTEE

2.1 ARCHITECTURAL REVIEW. No structure, including storage shelters shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee (the Committee). It is the intent and purpose of this covenant to
assure quality of workmanship and materials, harmony of external
design with the existing structures as to location, topography, and
finished grade elevations to avoid plan repetition. In all cases,
the Committee's consent is required.

2.1.1 MAJOR CONSTRUCTION. In the case of initial
or substantial additional construction of a dwelling or other
improvements, the owner shall prepare and submit to the Committee
such plans and specifications for the proposed work as the
Committee may require. Materials required by the Committee may
include, but not necessarily be limited to, the following:

A-1 A Plan indicating location of all
improvements, including private
drainage.

A-2 Drawings showing elevations, exterior
materials and exterior color scheme
of all improvements, including the
mailbox structure and fencing.

A-3 Drawings showing yard landscape
design and location including
description of plant materials. The
parking strip shall be included in
the landscaping plan.

The Committee shall render its decision with respect to the
proposal after it has received all required materials.

2.1.2 MINOR CONSTRUCTION. In the case of minor
additions or remodeling, change of existing exterior color scheme
or exterior materials, greenhouse, or swimming pool construction,
or any other work not referred to in 2.1.1 above, the owner shall
submit to the Committee such plans and specifications for the
proposed work as the Committee determines to be necessary to enable
it to evaluate the proposal. The Committee shall render its
decision with respect to the proposal after it has received all
required materials.

2.2 ARCHITECTURAL CONTROL COMMITTEE DECISION. The
Committee may, at its sole discretion, withhold consent to any
proposed work if the Committee finds that the proposed work would
be inappropriate for the particular lot or incompatible with the
design standards that Declarant intends for the subdivision.
Considerations such as sitting, shape, size, color, design, height,
impairment of the view from other lots within this subdivision or
other effects on the enjoyment or other factors which the Committee
reasonably believes to be relevant, may be taken into account by
the Committee in determining whether or not to consent to any
proposed work.

Page 6 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
2.3 MEMBERSHIP; APPOINTMENT AND REMOVAL. The Architectural Control Committee, shall initially consist of Declarant, thereafter the Committee shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these covenants.

2.4 LIABILITY. Neither the Architectural Control Committee, nor any member thereof shall 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 to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

2.5 ACTION. Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee must render its decisions in writing.

2.6 NONWAIVER. Consent by the Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

2.7 EFFECTIVE PERIOD OF CONSENT. The Committee’s consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

3.0 JAQUITH PARK ESTATES HOMEOWNERS ASSOCIATION. Jaquith Park Estates Homeowners Association has been duly formed and incorporated as an Oregon non-profit corporation.

3.1 MEMBERSHIP. Until changed by amendment of its Articles of Incorporation and its Bylaws, memberships in the Jaquith Park Estates Homeowners Association are as follows:

3.1.1 Proprietary Members. Each owner of a residential residence in Jaquith Park Estates shall be a Proprietary Member, subject to the Bylaws; provided, that the purchaser(s) in a contract for the purchase and sale of a residential residence shall be deemed the “owner” of such residential residence for these purposes. Each Proprietary Member shall be entitled to one vote, and the co-owners shall designate
in writing filed with the secretary of the Jaquith Park Estates Homeowners Association the one of their number who shall exercise the voting rights for such residential residence.

The rights and privileges of a Proprietary Membership shall terminate when the holder of any such Proprietary Membership shall cease to qualify as an owner, and his or her certificate of membership shall thereupon be void.

3.1.2 Associate Members. Each lessee, renter, or other occupant of a residence in Jaquith Park Estates not eligible for Proprietary Membership, but who satisfies the conditions of the Bylaws and of these Conditions and Restrictions applicable to Jaquith Park Estates respecting residency in Jaquith Park Estates, shall be an Associate Member, which status shall continue in effect during such period as the Associate Member shall be an authorized non-proprietary tenant of a residence in Jaquith Park Estates. Associate Membership shall carry all the rights and privileges of Proprietary Membership, except the right to vote. At any time an Associate Member shall cease to be an occupant of a residential residence in Jaquith Park Estates, said member's rights and privileges as an Associate Member shall thereupon terminate.

3.2 ASSESSMENTS, PURPOSE OF ASSESSMENTS, LIENS, AND COLLECTIONS.

3.2.1 Assessments. The Jaquith Park Estates Homeowners Association is vested with power and authority to, and shall assess and collect from time to time from its Proprietary Members: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, assessed, and collected as hereinafter provided. Such annual and special assessments shall be chargeable ratably based upon each residential residence in Jaquith Park Estates. Each such assessment, together with interest at the rate of nine (9) percent per annum from the due date on the unpaid balance of the assessment and costs and expenses, and also including a reasonable attorney's fee (whether or not suit is filed, and including any appeal of any decision), incurred in the collection thereof, shall become a charge against the respective residential residence and a continuing lien on the residential residence against which the assessment is made, which lien may be enforced by a suit in equity. Each owner of a residential residence, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Jaquith Park Estates Homeowners Association each such annual or special assessment; and each such assessment shall be the personal obligation of the owner of such residential residence as of the date the assessment is declared due as well as a lien against the residential residence. No owner may avoid liability for the assessments provided for herein by non-use of the community.
facilities by himself or any occupant of the residential residence against which the assessment is levied.

3.2.2 Purpose of Assessments. The assessments levied by the Jaquith Park Estates Homeowners Association shall be used exclusively for the purpose of promoting the health, safety, welfare, and protection of the residents in Jaquith Park Estates and in particular for the improvement and maintenance of Jaquith Park Estates and the buildings, services, facilities, planted parkways devoted to this purpose, and related to the use and enjoyment of the common areas and facilities in the Jaquith Park Estates area.

3.2.3 Basis of Annual Assessments. Subject to change as hereinafter provided, the annual assessment shall be Three Hundred Dollars ($300) per residence. The annual assessment may be increased or decreased effective January 1 or July 1 of each calendar year by action of the Board, without vote of the membership.

3.2.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, effective January 1 or July 1 of each calendar year, a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, maintenance, or replacement of any partial improvement described in the notice of the Board meeting at which such action shall be considered.

3.2.5 Uniform Rate of Assessment. Unless otherwise provided by action of the Board, both annual and special assessments shall be fixed at a uniform rate per resident of all residential residences and may be collected on any other basis as the Board shall determine. During any period when the Declarant, or its successors in interest as developers, shall own any real property in Jaquith Park Estates, any action of the Board fixing any assessment on other than a uniform rate per occupant shall be invalid unless the Declarant, or its successors in interest as developers, shall concur in writing with that action.

3.2.6 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering the residence upon which it is levied. Sale or transfer of any residence shall not affect the assessment lien. However, the sale or transfer of any residence 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 payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such residence owner.

Page 9 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
from liability for any assessments thereafter becoming due or from the lien thereof.

3.2.7 Jaguith Park Estates Homeowners Association
Option to Remedy Violations. The Jaguith Park Estates Homeowners Association, at its option, shall have the power and right at all times, after reasonable notice to the owner and any occupant, and for the account of the owner, to abate and correct any violation of these Declarations of Restrictions, to plant or re-plant, trim, cut back, remove, replace, cultivate, or maintain hedges, trees, shrubs, plants, or lawns; and to clean, paint, repair, replace, and generally maintain the exterior of a residence in neat and good order to conform with the general attractive character of the area. Any and all expenses which may be incurred by the Jaguith Park Estates Homeowners Association pursuant to this Section 3.2.7 shall be a charge and a lien against the residence involved with a lien enforceable as above provided in this Section 3 and shall be the personal obligation of the owner thereof.

4.0 ATTORNEY FEES. In the event a suit, action or other legal proceeding shall be instituted to declare or enforce any right or duty created by this agreement, the prevailing party shall be entitled to recover reasonable attorney fees as fixed by the Trial Court and all Appellate Courts plus any anticipated collection costs associated therewith.

5.0 COMMON FACILITIES

5.1 DEFINITION. Within Jaguith Park Estates, Declarant proposes to construct certain community facilities for the use, service, or benefit, in common, of the residents of Jaguith Park Estates, or specific portions thereof. These facilities are herein referred to as "Common Facilities" and may include, outdoor lighting systems, roads other than those which shall have been accepted by the City of Newberg and incorporated into its road system, sidewalks, and pathways. All roads conveyed shall be maintained at all times in good order sufficient to allow emergency equipment proper access to the Jaguith Park Estates. The City of Newberg maintains the right to request the Homeowners make any necessary repairs or maintenance to ensure the safe passage of emergency equipment. Until conveyed to the Jaguith Park Estates Homeowners Association as contemplated by Section 5.2, the Common Facilities shall be under the authority of the Declarant or its nominee, which may be, but need not be, the Homeowners Association, to govern use and control the policies of the Common Facilities. All Homeowners bound by this Declaration of Conditions and Restrictions shall hereby agree to maintain all common facilities including but not limited to roads used for public ingress and egress in conformance with the requirements as established by the
City of Newberg Planning Department. The cost of the maintenance of the common facilities shall be assessed equally to all residences.

5.2 CONVEYANCE OF COMMON FACILITIES. At such time or times as the Declarant, or its successor as developer, shall deem the Jaguith Park Estates Homeowners Association, an Oregon non-profit corporation financially capable of operation of the Common Facilities, it shall convey to the Association some or all of the Common Facilities; provided, that any part so conveyed shall be free of debt-encumbrance at the time of conveyance. The Jaguith Park Estates Homeowners Association shall accept such conveyance, and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be entitled to all revenue produced by the facility and shall be responsible to operate, maintain, and support the facility, and the Declarant thereafter shall have no control over, or responsibility for, the facility (except as to directors of the Homeowners Association) and shall have no obligation or responsibility, financial or otherwise, with respect thereto, except to provide directors in accordance with the Articles and Bylaws of the Jaguith Park Estates Homeowners Association.

6.0 GENERAL PROVISIONS

6.1 TERMS. All of the restrictions, covenants, and agreements herein contained shall apply to all residences in Jaguith Park Estates and shall be binding upon all parties claiming under Declarant until January 1, 2010, at which time they shall automatically extend for successive periods of five (5) years; unless, effective January 1, 2010, or at the end of any such five-year (5-year) extension, the membership of the Jaguith Park Estates Homeowners Association, by two-thirds (2/3) vote of those present and voting, at a special meeting called for that purpose, shall result to terminate these restrictions; provided, that, with the concurrence of Declarant, or its successor as developer, during such period as either shall own any real property in Jaguith Park Estates, the restrictions may be changed, supplanted, or rescinded in any or all particulars at any time by a vote of two-thirds (2/3) of the Board of Directors of Jaguith Park Estates Homeowners Association at any regular or special meeting called for such purpose, whereupon such change shall be binding upon such owners of a residence in Jaguith Park Estates and their successors in interest and the occupant of such residence. The requirements of maintenance to of the common facilities shall be binding upon the Jaguith Park Estates Homeowners Association irrespective of any vote or termination date set forth herein until such time as the common facilities are accepted by the City of Newberg.

6.2 ENFORCEMENT. Should any covenant or restriction then in effect be violated, or should an attempt be made to violate
any such covenant or restriction, any person owning a residence in Jaquith Park Estates or the Jaquith Park Estates Homeowners Association, or Declarant, or its successor, may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by the Homeowners Association pursuant to Section 3.2.7 shall be considered as having been incurred as agent for the responsible person and shall constitute a lien thereon as provided in Sections 87.005 ORS et seq.

6.3 SUBORDINATION. Any breach of the covenants and restrictions contained herein, a re-entry by reason thereof, or judgment or lien resulting therefrom shall be subordinate to any mortgage or deed in trust herebefore or hereafter executed in good faith and for value encumbering a residence, but shall be binding upon and effective against a subsequent purchaser thereof.

A bona fide purchaser for value or mortgagee, without actual or constructive notice of an existing breach of the conditions and restrictions contained herein shall not be bound thereby; provided, the Homeowners Association, through its Board of Directors, may execute, acknowledge, and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the residence against which the lien is claimed, and name or names of the reputed owners thereof. Such notice, recorded in Yamhill County, shall be public notice of such breach, and constructive notice to any subsequent purchaser, but if no action for enforcement thereof has been commenced within one hundred twenty (120) days after recording, such notice shall expire and the breach described presumed to have been remedied.

6.4 SEVERABILITY. Invalidation by judgment or decree of any court of any one or more of these restrictive covenants herein defined or as hereafter duly amended shall in no way affect any of the remaining provisions which shall remain in full force and effect.

6.5 BINDING EFFECT. The provisions contained in this Declaration, as herein defined or as hereafter duly amended, shall bind and inure to the benefit of and be enforceable by, the Declarant, the owner or owners of any residence in Jaquith Park Estates, and their respective representatives, successors, or assigns.

6.6 AMENDMENTS OR MODIFICATIONS. This Declaration may be amended or modified by the developer with notice to the City Attorney of Newberg and to the purchaser of any residence at least ten (10) days in advance of any change to be made, at any time prior to the conveyance of 75% of the lots in Jaquith Park Estates, to owners. In addition, the developer may amend this Declaration in order to comply with requirements of the Federal Housing Authority or other governmental agencies.

Page 12 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
Administration, the Veterans' Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States, the state of Oregon or any corporation wholly owned, directly or indirectly, by the United States or the state of Oregon which insures, guarantees or provides financing for houses or lots. This Declaration may be amended or modified by an instrument signed by the owners of a majority of the lots. If there is more than one owner of a lot, the signature of one owner is sufficient. Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

6.7 NON-WAIVER. Failure or delay to enforce any covenant or restriction shall not be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, Declarant has executed this instrument this 24th day of November, 1991.

CYPRESS VENTURES, INC.
A California Corporation

By: /s/ A. Meyer

Title: President

STATE OF OREGON
County of Multnomah

This instrument was acknowledged before me this 24th day of November, 1991 by Lawrence W. Moore as President, on behalf of Cypress Ventures, Inc., a California corporation.

[Signature]
Notary Public for Oregon
My Commission Expires

Page 13 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
Cypress Ventures, Inc.:
Declarant

After recording return to:
Joseph R. Mendez, Esq.
1311 N.W. 12th Avenue
Portland, Oregon 97209
Telephone: (503) 294-9442

STATE OF OREGON
County of

I hereby certify that within instrument was received on the ___ day of ___
___, 19___, and recorded in book/
file/instrument/record/record No.

Record of Mortgages of said
County.
Witness my hand and seal
of County affixed.

By, __________

Name
Title

Page 14 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS OF
CYPRESS VENTURES, INC.
A California Corporation

Cypress Ventures, Inc., a California Corporation is "Declarant".

Pertaining to and affecting Jaquith Park Estates, a sub-division, the plat of which is
recorded in the Office of the County Clerk for
Yamhill County, Oregon, and all other plats
contiguous thereto or joined thereto by
successive contiguous plats which in the future
shall be recorded by Declarant, or its
successor in interest, and to which the
amendment to the declared conditions and
restrictions shall be made applicable by
declaration of the owner or owners or dedicator
of any such plat.

The City of Newberg has a condition that a non-remonstration
waiver be incorporated into the Declaration of Conditions and
Restrictions of Cypress Ventures, Inc. This amendment shall be
construed to amend the Declaration of Conditions and Restrictions
as originally adopted on November 26, 1991 and recorded with the
Yamhill County Recorder's office in Volume 292 at Pages 1040 on

WHEREAS the City has conditioned a non-remonstration agreement
be entered into and be binding on all the lots in Jaquith Park
Estates subdivision, the Declarant now;

Amends Section 1.0 Conditions, Restrictions, Covenants to add
paragraph 1.10 which shall read as follows:

1.10 Waiver of Right to Remonstrate. If any of the property
in Jaquith Park Estates is included in a Local Improvement District
(LID) in order to construct public road improvements to N. College
Street and subject to assessment pursuant to that LID, the property
owner waives any right to remonstrate to the formation of said LID.

All other terms and conditions set forth in the Declaration of
Conditions and Restrictions of Cypress Ventures, Inc. shall
remain the same.

This amendment does not increase the number of lots or units
nor changes the boundaries of any lot or use which any lot or unit
is restricted. This amendment is effective upon recording.

Page 1 - AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS
OF CYPRESS VENTURES, INC.
This amendment is certified on behalf of the Declarant this 31st day of January, 1992.

CYPRESS VENTURES, INC.
A California Corporation

By: [Signature]
Title: [Title]

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me this 31st day of January, 1992 by [Name], as [Title] on behalf of Cypress Ventures, Inc., a California Corporation.

[Notary Public for Oregon]
My Commission Expires: [Expiry Date]

After recording return to:

Joseph S. Mendes, Rec.
1318 S.W. 12th Avenue
Portland, Oregon 97201
Telephone: (503) 294-6442

STATE OF OREGON

COUNTY OF YAMHILL

[Notary Seal]

[Notary Signature]

[County Clerk]

Page 2 - AMENDMENT TO DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
COVER SHEET

ADDENDUM TO THE DECLARATION AND RESTRICTIONS
OF CYPRESS VENTURES, INC.

AFTER RECORDING RETURN TO:                        UNTIL A CHANGE IS REQUESTED ALL
Joseph R. Mendez, Esq.                              TAX STATEMENTS SHALL BE SENT TO:
1318 S.W. 12th Avenue                                CYPRESS VENTURES, INC.
Portland, Oregon 97201                               9781 Blue Larkspur Lane, #3

DECLARANT:                                          Monterey, California 93940

Pertaining to:                                       Cypress Ventures, Inc.

Pertaining to and affecting Jaquith                  Pertaining to and affecting Jaquith
Park Estates, a sub-division, the                   Park Estates, a sub-division, the
plat of which is recorded in the                    plat of which is recorded in the
Office of the County Clerk for                      Office of the County Clerk for
Yamhill County, Oregon, and all                     Yamhill County, Oregon, and all
other plats contiguous thereto or                    other plats contiguous thereto or
joined thereto by successive                        joined thereto by successive
contiguous plats which in the future                 contiguous plats which in the future
shall be recorded by Declarant, or                    shall be recorded by Declarant, or
its successor in interest, and to                    its successor in interest, and to
which these declared conditions and                  which these declared conditions and
restrictions shall be made                            restrictions shall be made
applicable by declaration of the                     applicable by declaration of the
owner or owners or dedicatee of any                   owner or owners or dedicatee of any
such plat.
ADDENDUM TO THE
DECLARATION OF CONDITIONS AND RESTRICTIONS
OF
CYPRESS VENTURES, INC.
A California Corporation

Cypress Ventures, Inc., a California Corporation is "Declarant".

Pertaining to and affecting Jaquith Park Estates, a sub-division, the plat of which is recorded in the Office of the County Clerk for Yamhill County, Oregon, and all other plats contiguous thereto or joined thereto by successive contiguous plats which in the future shall be recorded by Declarant, or its successor in interest, and to which these declared conditions and restrictions shall be made applicable by declaration of the owner or owners or dedicating of any such plat.

This Addendum to the Declaration of Conditions and Restrictions of Cypress Ventures, Inc. shall modify and incorporate the following provisions into the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc. recorded in the Yamhill County Records on December 4, 1991 in Volume 262 at Page 1040 and its Amendment thereto dated January 14, 1992 and recorded in the Yamhill County Records on January 24, 1992 as Document No. P264P1026:

TO THE PUBLIC:

KNOW ALL PERSONS BY THESE PRESENTS, that Cypress Ventures, Inc., a California Corporation, hereinafter referred to as "Declarant," pursuant to action duly authorized by its Board of Directors, hereby declare as follows:

1. DESCRIPTION.

1.0 A legal description of the Planned Unit Development is attached hereto marked as Exhibit A and incorporated herein by this reference.

2. ADDENDUM TO DECLARATION OF COVENANTS.

2.1 All lots in the above-described Planned Unit Development are subject to the covenants and conditions contained in the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc., amendments thereto and this Addendum.

2.2 Every owner has a right and easement of enjoyment to the

Page 1 - ADDENDUM TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
common area, which is appurtenant to the title to the lot.

2.3 The lien of any assessment of any lot in the above-described Planned Unit Development shall be subordinate to the lien of any first mortgage.

2.4 Mortgages on any lot of the above-described Planned Unit Development are not required to collect assessments on any lot.

2.5 Any annexation of additional properties, mergers, consolidations and/or mortgaging of the common area or amendment of this Addendum, or the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc., including any amendments thereto shall require HUD/VA’s prior written approval as long as there is a Class B Membership.

2.6 Failure by an owner to pay assessments will not constitute a default under an insured’s mortgage.

2.7 Every person or entity who is an owner of record of any lot in Jaguit Park Estates is entitled to membership and voting rights in the Jaguit Park Estates Homeowners Association and said owner shall be referred to as a “Proprietary Member.” Proprietary memberships are appurtenant to and inseparable from ownership of any lot.

2.8 Each lot owner/Proprietary Member shall have the rights provided to that owner/Proprietary Member to enforce the covenants contained in this Addendum and the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc., including any amendments thereto.

2.9 It shall be required from the date of this Addendum that any amendment to this Addendum or the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc., including any amendments thereto shall require a two-thirds (2/3) vote of the owners/Proprietary Members.

2.10 The common area of the above-described Planned Unit Development shall not be mortgaged or conveyed without the consent of at least two-thirds (2/3) vote of the owners/Proprietary Members.

2.11 If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to the owner’s/Proprietary Member’s easement.

2.12 There shall be no provision in the covenants to this Addendum nor the original Declaration of Conditions and Restrictions of Cypress Ventures, Inc., including any amendments thereto, which shall conflict with the HUD requirement that the

Page 2 - ADDENDUM TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRUS VENTURES, INC.
common area shall be conveyed to the association free and clear of all encumbrances before HUD insures the first mortgage in the above-described Planned Unit Development. Any such provision in conflict with this paragraph shall be modified as provided herein.

2.13 Absolute liability shall not be imposed on owners/Proprietary Members for damage to the common area or lots in the above-described Planned Unit Development.

2.14 In the event a Class B membership is established the Class B membership shall cease and convert to a Class A membership upon the following:

(a) Seventy-five percent (75%) of the units are deeded to homeowners; and/or

(b) On N/A, 19__

DATED this 13 day of August, 1992.

IN WITNESS WHEREOF, Declarant has executed this instrument this 13 day of August, 1992.

CYPRESS VENTURES, INC.
A California Corporation

By: [Signature]
Title: [Position]

STATE OF OREGON )
County of Multnomah )

This instrument was acknowledged before me this 13 day of August, 1992 by Lowell W. Morse as President on behalf of Cypress Ventures, Inc., a California corporation.

Notary Public for Oregon
My Commission Expires: 1-10-95

Page 3 - ADDENDUM TO THE DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
Cypress Ventures, Inc.

Declarant

After recording return to:
Joseph R. Mendez, Esq.
1318 S.W. 12th Avenue
Portland, Oregon 97201
Telephone: (503) 294-0442

STATE OF OREGON

County of __________

I hereby certify that within instrument was received on the __________ day of __________, 19__, at __________ o'clock __________.M., and recorded in book/volume No. __________ on page __________ or as fee/file/instrument/microfilm/reception No. __________ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Name __________ Title __________

By: ___________ Deputy

Page 14 - DECLARATION OF CONDITIONS AND RESTRICTIONS OF CYPRESS VENTURES, INC.
JAQUITH PARK ESTATES
LOCATED IN THE OLIVER WALKER DONATION LAND CLAIM
AND THE
EAST 1/2 OF SECTION 18, T. 3 S., R. 2 W., W.M.
CITY OF NEWBERG
YAMHILL COUNTY, OREGON

SURVEYORS CERTIFICATE

L. TROY L. GOODMAN, being first duly sworn, deposes and says that he has correctly surveyed and marked the herein described "OLIVER WALKER DONATION LAND CLAIM" and the herein described "JAQUITH PARK ESTATES" and that all legal requirements have been complied with. All legal descriptions are correct. The lands represented on the herein map of "JAQUITH PARK ESTATES" are a portion of the East 1/2 of the Northeast corner of the Northwest Quarter of Section 18, Township 3 South, Range 2 West, of the W. & B. S. R. in the City of Newberg, Yamhill County, Oregon, by the City of Newberg, by the City of Newberg through its plans and specifications. All legal descriptions are correct. The lands represented on the herein map of "OLIVER WALKER DONATION LAND CLAIM" are the East 1/2 of the East Half of the Northeast Quarter of Section 18, Township 3 South, Range 2 West, of the W. & B. S. R. in the City of Newberg, Yamhill County, Oregon, by the City of Newberg. The herein described "JAQUITH PARK ESTATES" is bounded by an iron pipe over a found 2 1/2" iron rod set at the southeast corner of the Oliver Walker Donation Land Claim and a line running due south at a true bearing of 1 36° 58' 30" E and a distance of 121.30 feet from a 3 3/8" iron rod at the center of the line between the Oliver Walker Donation Land Claim and the south line of the West Fork Road and a line running due west at a true bearing of 90° from a 3 3/8" iron rod at the center of the line between the Oliver Walker Donation Land Claim and the west line of the West Fork Road. The herein described "OLIVER WALKER DONATION LAND CLAIM" is bounded by an iron pipe over a found 2 1/2" iron rod set at the southeast corner of the Oliver Walker Donation Land Claim and a line running due north at a true bearing of 89° 43' 30" N and a distance of 121.30 feet from a 3 3/8" iron rod at the center of the line between the Oliver Walker Donation Land Claim and the north line of the West Fork Road. The herein described "OLIVER WALKER DONATION LAND CLAIM" and the herein described "JAQUITH PARK ESTATES" are separated by a line running due north at a true bearing of 90° from a 3 3/8" iron rod at the center of the line between the Oliver Walker Donation Land Claim and the north line of the West Fork Road.

REGISTRATION OF LAND SURVEYORS

The herein described "OLIVER WALKER DONATION LAND CLAIM" is registered with the State of Oregon, City of Newberg, Yamhill County, Oregon, as of the date of this certificate.

The herein described "JAQUITH PARK ESTATES" is registered with the State of Oregon, City of Newberg, Yamhill County, Oregon, as of the date of this certificate.

YAMHILL COUNTY APPROVALS

CLAY R. HARMON
ADJUDICATOR DATE

CLAY R. HARMON
COMMISSIONER DATE

ANDREW D. WATSON
COMMISSIONER DATE

ON DEFENDERS DATE

KENT C. McMULLEN
BOARD OF COUNTY COMMISSIONERS DATE

S. S.
RECORDS DEPARTMENT DATE

AJACONDOMENT

STATE OF OREGON LC
COUNTY OF YAMHILL

RECEIVED
12-4-91
11:42 A.M.

PLAT PREPARED BY:
C. J. L. LAND SURVEYING, INC.
7905 S.W. NIMBUS AVE.
BEAVERTON, OREGON 97005
PHONE: 641-0308

Vol. 3 page 158-159