DECLARATION OF RESTRICTIVE COVENANTS

MELVISTA RIDGE ESTATES

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 4th day of February, 1999 in and between

Robert Hunter & Pat Hunter (Tax Lots 2315-3600, 2315-3700, and 2315-4100) and Frederick J. Simmons & Joyce L. Simmons (Tax Lot 4200),

hereinafter referred to as "Owners". The Owners' properties are legally described on Exhibit A attached hereto and incorporated herein by this reference.

The Owners desire to subject the properties listed herein to the following covenants and restrictions in order to preserve the character, value and desirability of the properties. This Declaration is to be effective upon its recording in Yamhill County, Oregon.

The Owners hereby agree as follows:

1. No structure other than one single family dwelling, garage, and other necessary outbuildings for Owner's personal use shall be erected on any property. No outbuilding shall contain sleeping or cooking facilities. No structure of a temporary character, such as a tent, trailer or motor home shall be used as a residence on any property for more than seventy-two (72) hours.

2. No radio transmission or receiving aerials or antennas may be installed. Satellite receiver dishes larger than 24" in diameter will be permitted only if substantially screened from view of the other Owners. Normal domestic radio and television receiver antennas are permitted.

3. No personal property such as a trailer, recreational vehicle, boat or camper unit shall be placed, stored, or parked on any property for more than fourteen (14) days in any thirty (30) day period unless such personal property is substantially screened from view of the other Owners.

4. No property shall be used for child care facilities, a group care home, church, public or private school, commune, or related conference and residence facilities.

5. No property shall be used as a place to conduct a retail business, construction business, commercial manufacturing, repair business, or junk yard.

6. No property shall be used for the purposes of quarrying or for the exploration, taking or production of gas, oil, or any other hydrocarbon or mineral substance, whether or not the land use laws allow for this activity.

7. No property shall be used as a dumping ground for garbage, rubbish, old car wrecks, or other waste with the exception of a domestic compost pile. Garbage, rubbish or other waste shall be kept in sanitary containers until the waste is removed.

8. No noxious or offensive activity, including but not limited to aerial spraying, shall be carried out on any property nor shall any other activity be done thereon which may become an annoyance or
nusance to the other Owners or may detract from the high-quality character of the neighborhood.

9. No livestock (including but not limited to cows, sheep, pigs, goats), poultry or fowl (including but not limited to chickens, ducks, emus, ostrich), or wild, exotic, or poisonous animals (including but not limited to wild cats, wolves, cougars, bobcats, bears, snakes) shall be raised or kept on an Owner’s property.

10. A reasonable number of pets may be kept on an Owner’s property provided the animals are not raised or boarded for commercial purposes, not permitted to roam onto or cause damage to any other Owners’ property, not allowed to make noise for longer than a 15 minutes in any 24-hour period (such as a barking dog), or are a nuisance.

11. No trucks rated in excess of one (1) ton, heavy or light equipment (excluding typical non-commercial landscape maintenance equipment) or any commercial vehicles shall be used, placed, stored or maintained for any purpose on any property unless such truck or equipment is wholly enclosed in a building. This restriction shall not prohibit or restrict trucks or commercial vehicles from making pickups or deliveries within the neighborhood nor shall this restriction prohibit or restrict trucks or commercial vehicles that are necessary for the construction of houses, buildings, other structures or future development by the Owners to include, but not be limited to, road construction, land clearing, tree removal, and so forth, or the maintenance thereof. Activity or usage in connection with construction projects shall be limited to the hours between 7:00 am and 7:00 p.m. weekdays and 8:00 am and 5:00 p.m. on weekends.

12. No signs shall be erected or displayed on any lot, living unit, or any other portion of the property, except for “For Sale” signs no more than four square feet in area. Signs shall not be attached to housing units, or displayed in windows.

13. All houses, buildings or structures erected, constructed or maintained on a property shall comply in all respects with all applicable building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Yamhill County and the State of Oregon.

14. No Owner will operate two-cycle motor vehicles (such as, but not limited to, cross-country motorcycles or dirt bikes) that create objectionable noise.

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

This Declaration may be amended or modified by an instrument signed by all of the Owners of the properties. Any and all amendments or modifications to this Declaration must be in writing and shall be recorded in the land records of Yamhill County, Oregon.

A variance to the above rules may be requested. It is the responsibility of the requestor to write to each Owner. All Owners have to give written approval for the variance to be accepted. The approved variance is only applicable for the lot for which it is requested. However, the Owner granted the variance may not withhold consent for any Owner requesting an identical variance in the future.

This Declaration and all amendments or modifications hereto shall run with the land and bind and inure to the benefit of any and all Owners, their legal representatives, heirs, successors and assigns. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. Any covenant or restriction may be enforced by any Owner or Owners or their legal representatives, heirs, successors and assigns.

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Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity by any Owner or Owners of the above described real properties against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. In the event enforcement of any provisions of this Declaration is necessary, the prevailing party in any such suit or action and any appeal thereof shall be entitled to reasonable attorney's fees and costs as may be determined by the court or arbitrator. Any judgment for damages, attorney's fees or costs shall be a lien against such Owners' property if such judgment amount is not paid in full within ten (10) days of entry of the judgment.

By the recording of this Declaration, the Owners shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed the day and year first above written.

Robert Hunter  
Pat Hunter

Frederick J. Simmons  
Joyce L. Simmons

STATE OF OREGON  

County of Washington  

On 8 February, 1999, personally appeared before me the above-named Robert Hunter and Pat Hunter who acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

STATE OF OREGON  

County of Multnomah  

On 4 February, 1999, personally appeared before me the above-named Frederick J. Simmons and Joyce L. Simmons who acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

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EXHIBIT A

Tax Lot 3600, (18670 Melvista Drive, Hillsboro, OR 97123) the real property described in the Plat Records of Yamhill County, State of Oregon, now recorded in Book 1997, Page 01962, now owned by Robert D. Hunter and Pat Hunter.

Tax Lot 3700, (18700 Melvista Drive, Hillsboro, OR 97123) the real property described in the Plat Records of Yamhill County, State of Oregon now recorded in Book 1995, Page 016875, now owned by Robert D. Hunter and Pat Hunter.

Tax Lot 4100, (18805 Melvista Drive, Hillsboro, OR 97123) the real property described in the Plat Records of Yamhill County, State of Oregon, now recorded in Book 1997, Page 01963, now owned by Robert D. Hunter and Pat Hunter.

Tax Lot 4200, (18905 Melvista Drive, Hillsboro, OR 97123) the real property described in the Plat Records of Yamhill County, State of Oregon, now recorded in Book 1996, Page18707 now owned by Frederick J. Simmons and Joyce L. Simmons.