DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO MILLPARK SUBDIVISION

This Declaration of Restrictions, Conditions and Covenants is applicable to Millpark, located in the City of McMinnville, Yamhill County, State of Oregon.

WHEREAS as, TBH2, LLC and RFTMS, LLC, herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as MillPark

WHEREAS, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to this ownership of said property.

NOW, THEREFORE, the Declarant does hereby certifies and declares that the following restrictions, conditions, and covenants shall become and are hereby made part of all conveyances of lots within the plat of Millpark recorded on 6-29-2006 as Recorder's Fee No. *200614583*, of the plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I

Property Subject to these Covenants

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to these covenants shall constitute Millpark
ARTICLE II

Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not less than two (2) cars, unless placed on a A or B lot. Roof types shall be architectural composition or better. Three tab roofing will not be allowed. Siding shall be horizontal, or better. No vinyl is allowed. Each house must a have minimum of 100 square feet of masonry on the street side exterior. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool of for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence(s) as a sale office, model home, or construction office for the purposes of home sales and house construction in Millpark.

(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1400 square feet of living space.

Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provides an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discretion of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) of the total lots.

(3) Nuisances

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) Parking

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways
adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. Restrictions by governmental agencies, if any, will supersede.

(5) **Vehicles in Disrepair**

No owner shall permit any vehicle which is inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(6) **Fences**

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

(7) **Signs**

No signs shall be created on any lot except that not more than one “For Sale” sign placed by owner, the Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of McMinnville sign ordinances. The Declarant may maintain “For Sale” sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(8) **Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(9) **Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of McMinnville ordinances.

(10) **Garbage and Refuse Disposal**

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such
materials shall be kept in a clean and sanitary condition.

(11) **Utilities**

All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of McMinnville and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).

(12) **Completion**

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(13) **Business and Commercial Uses**

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, 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, excepting the right of any homebuilder and the Declarant, or Declarant’s affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in said phases.

(14) **Landscape Completion**

All front yard landscaping must be completed upon completion of home, prior to occupancy of the residence constructed. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(15) **Antennas and Service Facilities**

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof on any structure on any lot so as to be visible from the street or adjoining lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.
ARTICLE III
Architectural Approval

(1) Procedures

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material; harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf.

(2) Action

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.

(3) Approval of Plans by Declarant

No building or structure, including but not limited to swimming pools, private greenhouses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) Nonwaiver

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

(5) Liability

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.
ARTICLE IV
General Provisions

(1) **Term**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owners of a majority of the platted lots. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) **Enforcement**

Should any person violate or attempt to violate any of the provisions of the covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at its or their option shall have full power an authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. 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.

(3) **Expenses and Attorney’s Fees**

In the event any person or persons owning any real property embraced within the plat of Millpark including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney’s fees at trial and upon any appeal thereof.

(4) **Severability**

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) **Limitation of Liability of Declarant**

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or of Declarant in performing its duties or rights hereunder. provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.
performing its duties or rights hereunder. provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the [28] day of June [2006]

[Signature]

Anthony Bell, TBH2,LLC Member

State of Oregon ]
County of Yamhill ]

On this [28] day of June [2006] before me personally known, who being duly sworn, did say that he is the Representative of TBH2,LLC

In TESTIMONY WHEREOF, I have hereunto set my Hand and affixed my official seal the day and year last Above written.

[Signature]

Notary Public of Oregon
IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 28th day of June, 2006

Anthony Bell, RFTMS, LLC Member

State of Oregon       }
County of Yamhill     }

On this 28th day of June, 2006 before me appeared Anthony Bell, being to me personally known, who being duly sworn, did say that he is the Representative of RFTMS, LLC

In TESTIMONY WHEREOF, I have hereunto set my Hand and affixed my official seal the day and year last Above written.

Donna Befus
Notary Public of Oregon
DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO Millpark Subdivision

This First Amendment to the Declaration of Restrictions, Conditions and
Covenants of Millpark, is made on this ___ day of September 2007, by TBH2, LLC,
an Oregon LLC ("Declarant").

WITNESSETH

WHEREAS, Declarant, on the 30th day of June 2006, executed the Declaration
of Covenants, Conditions and Restrictions ("Declaration") of Millpark Subdivision, as
recorded in the Office of the Recorder of Yamhill County, Oregon, as Instrument
number 200614736.

WHEREAS, Declarant is desirous of amending the Declaration;

NOW, THEREFORE, Declarant declares that the Declaration of Covenants,
Conditions and Restrictions of the Millpark Subdivision, dated June 30th 2006, and
recorded in the office of the Recorder of Yamhill County, Oregon as Instrument No
200614736 are hereby amended in the following respects:

ARTICLE II, is hereby amended to replace sections 4, 6 and 14 as follows:

(4) Parking

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and
like equipment shall not be allowed on any part of said property nor on public ways
adjacent thereto excepting only within the confines of an enclosed garage, storage port,
or behind a screening fence or shrubbery which shall in no event project beyond the
front walls of any dwelling or garage. Restrictions by governmental agencies, if any, will
supersede. Declarant can review and grant limited exceptions to this section on a case
by case basis.

(6) Fences

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in
height may be located between the building line and the front yard sidewalk, and in the
case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval and granting of variances by the Declarant.

(14) Landscape Completion

All front yard landscaping must be completed no later than 4 months after initial sale of the residence. Planter strips shall be landscaped with grass. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 21st day of September 2007

Anthony Bell, TBH2, LLC Member

State of Oregon  ]
County of Yamhill  ]

On this 21st day of September 2007 before me appeared Anthony Bell being to me personally known, who being duly sworn, did say that he is the Representative of TBH2, LLC

In TESTIMONY WHEREOF, I have hereunto set my Hand and affixed my official seal the day and year last Above written.

Notary Public of Oregon
MILLPARK SUBDIVISION

A REPLAT OF A PORTION OF MRS. P.W. CHANDLER'S 3RD ADDITION TO NORTWEST 1/4 OF SECTION 28, AND THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, CITY OF McMinnville, Yamhill County, Oregon

17 FEBRUARY 2006 SHEET 2 OF 2

SURVEYOR'S CERTIFICATE

I, JEROLD C. SPARKS, a registered professional land surveyor in the State of Oregon, hereby certify that I have correctly surveyed and marked with proper monuments the land represented on the attached subdivision map. The boundary of which is described as follows:

A tract of land being in a portion of Mrs. P.W. Chandler's 3rd Addition to McMinnville, Oregon, lying in the northwest 1/4 of section 28 and the southwest 1/4 of section 21, town 4 south, range 4 west, Willamette meridian, city of McMinnville, Yamhill County, Oregon, being more particularly described as follows:

BEGINNING at the "Initial Point," a 17 iron pipe, said pipe marks the southwest corner of a tract of land described in instrument no. 20050578, official Yamhill County records, thence north 25°38'09" east, 708.39 feet along the east right of way line of the railroad, thence leaving said line and moving east 39.02 feet along a line south 82°53'01" east, 26.24 feet, thence south 00°43'29" east, 2500 feet to a point on the east right of way line of rolling avenues, thence north 82°53'01" east, 25.64 feet to a point in the south right of way line of rolling avenues, thence north 82°53'01" east, 86.13 feet along said north right of way line, thence north 90°02'53" east, 55.03 feet to a point on the north right of way line of rolling avenues, thence north 82°53'01" east, 54.60 feet to a point on the west line of village mill 2nd addition, thence south 00°53'25" west, 58.81 feet along said west line of village mill 2nd addition, thence north 00°53'25" west, 18.96 feet, thence north 00°11'38" west, 45.60 feet, thence north 84°42'18" east, 50.00 feet to the northwest corner of lot 10 of village mill 2nd addition, thence south 82°53'01" west, 700.00 feet to the "Initial Point" and the point of beginning of this description.

As per O.R.S. 22.070 (2), I, JEROLD C. SPARKS, also certify that the delayed monumentation of the interior monuments of this subdivision as noted will be accomplished within 30 calendar days following the original plat recordation in accordance with O.R.S. 22.080.

SURVEYOR'S NARRATIVE

The purpose of this survey/subdivision is to replat portions of Mrs. P.W. Chandler's 3rd Addition to McMinnville, Oregon into lots, streets rights of way, and easements for the purposes shown. The external boundary is defined by O.S. 12140. The basis of bearings was established by holding found monuments "A" and "B", per O.S. 32450-1.

OWNERS' DECLARATION

Know all persons by these presents that Behavioral, LLC an Oregon limited liability company and T. 12 N., LLC, an Oregon limited liability company are the owners of the lands represented on the attached subdivision plat and are more particularly described in the surveyor's certificate and have caused said lands to be surveyed and plotted into lots, streets rights of way, and easements as shown and noted on the attached map in accordance with O.S. 22.070 as the owners of the city of McMinnville, to be designated as Millpark subdivision. We, the undersigned, do hereby dedicate to the public use forever all streets rights of way and easements for the purposes shown and marked on the attached map.

Behavioral, LLC

T. 12 N., LLC

ACKNOWLEDGMENT

COUNTY OF YAMHILL

ON this 17th day of February, 2006, before me, a notary public for the state of Oregon, did personally appear Michael J. Hanks in the capacity shown above, and who having been duly sworn executed the above declaration freely and voluntarily.

Michael J. Hanks, Notary Public

COUNTY OF YAMHILL

ON the 17th day of February, 2006, before me, a notary public for the state of Oregon, did personally appear Suzanne A. Wright in the capacity shown above, and who having been duly sworn executed the above declaration freely and voluntarily.

Suzanne A. Wright, Notary Public

COUNTY OF YAMHILL

ON the 17th day of February, 2006, before me, a notary public for the state of Oregon, did personally appear Anthony Bell in the capacity shown above, and who having been duly sworn executed the above declaration freely and voluntarily.

Anthony Bell, Notary Public

NOTE

A subdivision plat affidavit of consent from the Theodore H. Harris Trust, beneficiary of that certain deed of trust recorded 3/6/2009, in Instrument no. 20090514, official Yamhill County records has been recorded in instrument no. 20090514, official Yamhill County records.

A subdivision plat affidavit of consent from the Betty H. Harris Trust, beneficiary of that certain deed of trust recorded 3/6/2009, instrument no. 20090514, official Yamhill County records has been recorded in instrument no. 20090514, official Yamhill County records.

A subdivision plat affidavit of consent from First Federal Savings and Loan, beneficiary of that certain deed of trust recorded 3/6/2009, instrument no. 20090514, official Yamhill County records has been recorded in instrument no. 20090514, official Yamhill County records.

APPROVALS

Yamhill County Commissioner

Yamhill County Tax Assessor

Yamhill County Surveyor

Yamhill County Director

Yamhill County Director

Yamhill County Director

Yamhill County Director

Pursuant to O.R.S. 22.075 taxes have been paid or bond posted to this date: 6/30/2006

Chairman of McMinnville Planning Commission

Chairman of McMinnville Planning Commission

Chairman of McMinnville Planning Commission

NOTES

1. This subdivision plat is subject to covenants, conditions, and restrictions as recorded in Instrument no. 20090514, official Yamhill County records.

2. Pursuant to city of McMinnville ordinance no. 4282, as amended, park fees for each lot shall be paid for each housing unit at the time of building permit application.

ORIGINAL AND EXACT COPIES

PRINTED BY: JERRY SPARKS

ON CONTINENTAL PRINT M2, JPC FM2-A