DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MOUNTAIN VIEW ESTATES

RECITALS

Declarant, Alan Ruden, Inc., an Oregon corporation, hereinafter referred to as Developer, is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as Mountain View Estates, a duly recorded plat (hereinafter sometimes called "development").

Developer desires to create thereon a residential community.

Developer desires to declare of public record his intent to create certain restrictive conditions and covenants to the ownership of said property (hereinafter C C and Rs).

THEREFORE, Developer does hereby certify that the following C C and Rs shall become and are hereby made a part of all conveyances of lots 1 through 99 inclusive, within the plat of Mountain View Estates, recorded 11-1-99, in Volume 1999-17 Page 10 of the Plat Records of Yamhill County, Oregon, and the following C C and Rs shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as is set forth at large therein. Developer 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 the following C C and Rs which are adopted and stated for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right or title to, or interest, in the above described properties, or any part thereof, their heirs, successors, and assigns, and inure to the benefit of each present and future owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Common Law Townhouse. "Common Law Townhouse" means a building constructed on two lots, designed to be two dwellings, whose common wall is located along a portion of the common boundary line between the lots.

Section 2. Declaration. "Declaration" means this Declaration, including the covenants and restrictions, plus any subsequent amendments and supplements.

Section 3. Lot. "Lot" Shall mean and refer to one of the numbered parcels on the plats referred to in the description of property above.

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Section 4. Owner. "Owner" shall mean and refer to the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but, not withstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee or beneficiary of a trust deed unless such a mortgage or trust deed beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 5. Setback. "Setback" means the minimum distance between the dwelling house or other structure referred to and a given property line, unless otherwise indicated.

ARTICLE II

DESIGN REVIEW COMMITTEE

Section 1. Number of Committee Members. Plans for all houses to be constructed on any lot to be purchased under this Declaration shall be submitted to a Design Review Committee with three (3) members.

Section 2. Terms of Members. Each member of the Design Review Committee shall serve for a period of three (3) years and until a successor has been elected, except that Developer will appoint one of the initial members for a one (1) year term, one of the initial members for a two (2) year term, and the third for a three (3) year term, so as to achieve staggered terms among the three members of the Committee.

Section 3. Election of Members: Annual Meeting. The Developer shall appoint the initial Design Review Committee for a period of seven (7) years after the plat of the property has been filed, or until seventy percent (70%) of the lots within the property described herein have been sold, whichever first occurs. Therefore, Design Review Committee members shall be elected by a majority vote of the lot owners voting in the election, provided a quorum of fifteen (15) lot owners are present. An election will be held on the second Monday of January of each year, or at such other time during the month of January as may be specified by the Design Review Committee. If less than a quorum appears, those appearing shall have authority to adjourn and reschedule meetings until a quorum appears.

The Design Review Committee shall notify all lot owners of the time and place of a meeting for the purpose of filing a vacancy at lease thirty (30) days prior to the election. Each lot owner shall have one (1) vote, except that where more than one person holds an ownership interest in a lot, only one (1) vote for such lot shall be cast, as the owners thereof among themselves determine. Where an even number of persons have an ownership interest in a lot, and they are evenly split as to how a vote should be cast, then said lot owners shall not be entitled to cast any vote on such matter, but shall be counted for quorum purposes only. Notice of elections shall be given by first class mail to the lot

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owner(s) listed on the property tax records of Yamhill County at the time notice is sent. Notices shall be mailed to the property address, and if different from the property address, the address listed on the property tax records of Yamhill County at the time the notice is sent.

Section 4. Review of Plans. No construction will be permitted nor a building permit obtained without prior approval in writing of the Design Review Committee. Lot owners shall submit to the Design Review Committee the following:

a. Plans. The following plans must be furnished:

(i) Plot plan;
(ii) Foundation plan;
(iii) General floor plan;
(iv) Plan elevation;
(v) Roof layout and materials specifications, including peak height above curb;
(vi) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
(vii) Exterior color swatch(es).

b. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

Section 5. Standard of Review. The Design Review Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE III and is, in the judgment of the Committee, compatible with other homes in Mountain View Estates, either existing or proposed. The Design Review Committee shall interpret the improvement and design standards set forth in ARTICLE III and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

Section 6. Compliance with Governmental Regulations. Approval by the Design Review Committee shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within Mountain View Estates.

Section 7. Scope of Review; Committee Discretion. The Design Review Committee may withhold approval of plans and specifications because of their non-compliance with any of the specific C C and Rs contained in this Declaration, but also because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed structure inharmonious with the

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general plan of improvement of Mountain View Estates. The Committee may place reasonable conditions upon its approval.

Section 8. Deadline for Opinion. The Design Review Committee shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.

Section 9. Entry for Inspection. Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other C C and Rs provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass or such entry or inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

Section 10. Communications to Committee. All communications to the Design Review Committee shall be delivered to the Developer at its office in McMinnville, Oregon, until such time as the Developer's interest is terminated (see ARTICLE VII, Section 4), at which time all communications shall be delivered to the Chair of the Design Review Committee at his or her mailing address, as shall be made known at the annual meeting described in ARTICLE II, Section 3 above.

Section 11. Architectural Checklist. The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

Section 12. Liability. Neither the Design Review 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 of the Committee or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

ARTICLE III

USE OF PROPERTY AND DESIGN STANDARDS

Section 1. Residential Purpose. No lot shall be used for any purpose other than residential purposes. To the extent permitted by the zoning and other governmental regulations, occupants of any home may give instruction in the arts and such similar

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activities, such as music, as long as such activities do not detract from the nature of Mountain View Estates as a high-quality residential neighborhood.

Section 2. Size, Height and Materials.

a. Except on designated common wall townhouse lots 9, 10, 15, 18, 19 and 36, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not more than two (2) stories in height, including the main floor level used for living, and not more than thirty-five (35) feet in height measured from the top of the foundation to the peak of the roof. Dwellings may contain a basement, in addition to the two (2) stories in height referred to above. Except on the common wall townhouse lots designated above, every dwelling house constructed in Meadow View Estates shall have a minimum ground floor area of 1,250 square feet of living space exclusive of garage area, if a single level home, or at least 750 square feet of living space exclusive of garage area on the ground floor of a two-story residence, with a total minimum living space exclusive of garage of 1,400 square feet.

Lots 9, 10, 15, 18, 19 and 36 are designated common wall townhouse lots and may be used as either two-family or one-family homes. As such, each of the two dwellings in the common wall buildings may be sold on a fee-simple basis. If used as a two-family dwelling, each of the living units on the sub-lots A and B shall have a minimum ground floor area of 1,100 square feet of living space exclusive of garage area, if a single level home, or at least 600 square feet of living space exclusive of garage area on the ground floor of a two-story townhouse with a total minimum living space exclusive of a garage of 1,200 square feet. If a one-family dwelling only is constructed on one of the townhouse lots instead of two possible dwellings, then the single-family dwelling shall comply with the minimum floor area of the non-common wall townhouse lots set forth above.

Each dwelling house shall have a private two (2) or three (3) car garage as part of, or attached to, the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior materials and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and the City of McMinnville and shall in no event be used for dwelling purposes.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material unless the use of other than new material shall have been reviewed and shall have received the written approval of the Design Review Committee.

c. Roofs shall be cedar, tile, "Wood Ruf" type material or "architectural" type "30-year" composition material as approved by the Design Review Committee. Roof

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pitches shall be a minimum of 5 in 12, unless the Design Review Committee approves a less restrictive pitch.

d. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; all siding material will be wood or wood product lap or channel siding except that stucco or synthetic stucco, or brick or a combination of the foregoing may be used.

Section 3. Set Back Requirements. Every dwelling house, or other structure as may be approved by the Design Review Committee, shall comply with all applicable city and county zoning requirements, including set back requirements, but in no event shall any set back from the property line be less than the following:

a. Side yard, seven and one-half (7-½) feet;
b. Front yard, fifteen (15) feet; rear yard, twenty (20) feet;
c. Corner lot: front, fifteen (15) feet; rear, twenty (20) feet; and street side yards, fifteen (15) feet; lot side yards, seven and one-half (7-½) feet.

Section 4. Temporary Occupancy. No building shall be in any manner occupied while in the course of original construction or until it complies with all C C and Rs stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 5. Temporary Structures; Recreational Vehicles. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No campers, motor homes, boats, boat trailers, travel trailers, utility trailers, tents, or non-operable vehicles shall be permitted to be left where they shall be visible from the street or from contiguous property within Mountain View Estates for a period in excess of seven (7) days. If any such structure, vehicle, or boat is permanently stored on the premises, it shall be stored either inside a garage or detached structure or shall be physically obscured from view from the street or contiguous parcels by means of a fence or hedge-type landscaping. No vehicle of the type described herein shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville.

Section 6. Fences.

a. Any fence constructed, erected placed or maintained on a lot will be governed by all city ordinances. In addition, plantings or sight obscuring fences on any lot shall not exceed two and one-half (2-11/2) feet in height in front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential

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lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive of the owners or occupants thereof. The location, materials and design of any proposed fence shall be approved by the Design Review Committee and the City of McMinnville prior to construction.

b. All walls and fences constructed by Developer shall be maintained by the owner of the nearest lot adjacent thereto as to the portion of said wall or fence which is within the boundaries of said lot or would be within such boundaries if they were extended in a straight line to an intersection with said wall or fence.

Section 7. Exterior Colors. Exterior colors of any dwelling house, garage, shed, outbuilding or other structure which may be approved by the Design Review Committee shall be natural earth colors or other subdued colors as approved by the Design Review Committee.

Section 8. Commercial Vehicles. No vehicles shall be permitted to be parked on any of the streets of the development for periods longer than those permitted by the ordinances of the City of McMinnville.

Section 9. Telecommunication Devices. No satellite dishes exceeding twenty-four (24) inches in diameter will be permitted on any lot. No television or radio aerials or rotary beams shall be erected or placed on any lot where any part of such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 10. Sidewalks and Driveways. Sidewalks and paved or concrete driveways are required to be installed and maintained (on all lots) by lot owners at the lot owners’ expense in conjunction with the completion of the dwelling. Sidewalks shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. The Developer will designate the color, texture and scoring pattern on all sidewalks and driveways constructed in the development and all sidewalks and driveways shall be constructed and maintained consistent therewith.

Section 11. Landscaping Requirements. All yard areas on each lot, exclusive of buildings shall be landscaped. All landscaping shall be installed in accordance with a landscaping plan approved by the Design Review Committee. Landscaping shall present a complete and finished look to the entire lot. The nature, kind of materials, and topography of the landscaping and its maintenance shall be consistent with the quality generally maintained in the neighborhood. All unbuilt yard areas shall have their initial landscaping installed within six (6) months from the date of building construction.

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completion in accordance with the plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of landscaping.

Section 12. Completion of Construction. All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

Section 13. Animals. No animals or fowl shall be raised, kept or permitted upon any lot or any part thereof except domestic dogs, cats, and caged pets kept within the dwelling house, provided said dogs, cats and caged pets are not kept, bred or raised for commercial purposes, or are kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 14. Nuisance. No noxious or offensive activity shall be carried on upon any lot, or on the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

Section 15. Vacant Lots. Until such time as any lot owner constructs a residence on said lot, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars, and other types of vegetation which would infiltrate lawns of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other C C and Rs set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles. If a lot owner fails to perform the lot owner’s obligation under this section, the Developer or the Design Review Committee may, but is not required, to hire someone to perform those obligations. In such instances, the cost of hiring the person to perform the owner’s obligation shall constitute a lien against the owner’s property. It may be enforced in accordance with then applicable Oregon law in addition to the right to proceed directly against the owner.

Section 16. Street Trees. The Developer shall initially install and maintain street trees within curbside planting strips along the streets in Mountain View Estates, provided, however, the owner of a lot shall relocate trees as may be necessary to accommodate individual building plans and shall replace any trees which may die due to neglect, vandalism or loss during construction. All replaced trees shall conform to the species and characteristics of the original trees. The Developer’s obligation to maintain street trees shall terminate one year from the date of planting.

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Section 17. Easements.

a. Easements for installation and maintenance of utilities and drainage facilities are shown on the Mountain View Estates Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities located within such easements. The easement area of each lot and all improvements therein shall be continuously maintained by the lot owner, except for improvements for which a public authority or utility company is responsible to maintain.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement of right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 18. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner’s lot. Political signs relating to an election shall be removed no later than one (1) week following the election.

Section 19. No Mobile Homes, Manufactured Dwellings, or Modular Homes. No manufactured dwelling or mobile home (which include but are not limited to travel trailers, recreational vehicle, residential trailers, mobile homes and manufactured dwellings as are presently defined in ORS 446.003), nor any modular homes (meaning dwellings with major component parts, other than trusses and walls, produced or manufactured off-site), nor any improvements that would meet one of these definitions, even if such improvement is declared to be or made real property through a statutory procedure or otherwise, shall be placed, used, occupied or locate on, or within the property.

An owner of a permitted residence on the property may store or keep the owner’s travel trailer or recreational vehicle on the lot where the permitted dwelling is located, however, so long as the travel trailer or recreational vehicle is not used for overnight sleeping purposes on the lot for more than ten (10) consecutive days or twenty (20) days in any calendar year and is stored in conformance with the other requirements of the C C Rs. This provision also does not prohibit the location of a temporary construction trailer or office on the property as required during construction so long as such is used only for construction purposes.

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ARTICLE IV

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures. It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance. It shall be the duty of the owner and occupant of each lot to maintain the entire site thereon in an attractive and neat condition, including, but not limited to:

a. Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

b. Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

c. Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

d. Trees and shrubs, which shall be trimmed when necessary for the plant’s appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.

ARTICLE V

COMMON WALL MAINTENANCE

Section 1. Applicability. This section applies to all common wall construction between lots in Mountain View Estates.

Section 2. Cost. The cost of reasonable repair and maintenance to each common wall shall be shared equally by the owners whose lots abut the wall, except that damage other than ordinary wear and tear which is caused by the owner (or persons on the property with permission of or for the benefit of the owner of the lot) shall be paid for by the owner of the lot causing the damage or with whose permission or for whose benefit the party causing the damage was on the property.

Section 3. Color and Style. Exterior wall and trim colors, as well as gutter and roof materials, shall be the same on both sides of the common wall unit and as agreed upon

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by the owners of both lots. If the owners cannot agree upon colors of paint or style or colors of gutter and roofing, color and/or style shall be substantially the same as the existing color or style.

Section 4. Repair and Maintenance. The cost of reasonable repair and maintenance of each common wall shall be share equally by the owners whose lots abut the wall.

Section 5. Destruction. If a common wall is destroyed or damaged by fire or other casualty, an owner who used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the common wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements. (An owner is also responsible for the actions of persons on the owner’s lot with the owner’s permission or for the benefit of the owner). The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title. Any dispute concerning a common wall which owners are unable to settle shall first be mediated, but if mediation is not successful, shall be arbitrated. If they cannot agree on a single arbitrator to decide the issue, each of the owners shall choose an arbitrator, and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding on the parties.

ARTICLE VI

ENFORCEMENT OF PROVISIONS

Section 1. Enforcement. Enforcement of the provisions hereof shall be by action at law or suit in equity against any person or persons violating or attempting to violate any provision or provisions hereof brought by the Developer, the Design Review Committee, or any lot owner or owners.

Section 2. Binding Effect. The provisions contained in this Declaration shall bind and inure to the benefit of, or be enforceable by, the Developer, the Design Review Committee, and the owner or owners of any portion of said property and each of their respective legal representative, successors, heirs and assigns. Failure by the Developer or by the Design Review Committee or by any of the property owners or their respective legal representatives, heirs, successors or assigns at any time to enforce any of the C C and Rs herein contained, shall not be a waiver of the right to do so at any time in the future.

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Section 3. Notice. Should the owner or occupant of any lot be in violation of any of the provisions of these C C and Rs, then, in addition to all other remedies available at law or in equity, or otherwise, the Developer, the Design Review Committee, or any lot owner shall have the right to proceed as follows:

a. A written notice setting forth with specificity the nature of the violation shall be mailed or delivered to the owner or occupant of the property. Delivery of this written notice shall be sufficient if it is sent by regular mail, postage prepaid; or hand delivered to an occupant of the property of the age of fourteen (14) years of age or older; or in the event the premises are unoccupied, by affixing the written notice to the front door of the home and mailing a copy to the owner as determined by the records of the County Tax Collector. A copy shall be mailed to the address of the property and to the address listed on the property tax statement, if different.

b. In the event the violation is not cured by the owner or the occupant of the premises within thirty (30) days of the date written notice is mailed, delivered or posted and mailed, as provided in subsection 3.a. above, then Section 4 and/or 5 below may be followed.

Section 4. Rights of Entry for Correction of Violations. After the procedures set forth in Section 3 above, the Design Review Committee shall have the right to engage agents, employees or independent contractors to enter upon the parcel and to repair, maintain and restore the lot and/or the exterior of the building or any other improvements erected thereon to the condition appropriate to remedy the violation. The cost incurred in such exterior maintenance shall become a lien against the lot for the work performed, provided a lien for the labor, materials and equipment rental is filed in accordance with Oregon law.

Section 5. Legal Enforcement. After the procedure set forth in Section 3 above, or after Section 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, or any owner shall have the right to enforce, by any proceeding available, at law or in equity, or otherwise, all C C and Rs, reservations and liens now and hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any C C and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Attorney Fees. In the event any suit, action, or other proceeding is brought to enforce the provisions of the Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre-litigation costs of enforcing these C C and Rs and a reasonable attorney’s fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding.

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and on appeal for attorney's fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on which the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of or part of these C C and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment. The C C and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of ten (10) years, unless terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the majority of the lot owners. Such properly signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Yamhill County, Oregon.

Section 3. Construction. In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of developer's Interest. Unless otherwise specified herein, once seventy percent (70%) of all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, except it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.

Section 5. Limitation of Liability of Developer. Developer shall not be liable to any owner on account of any action or failure to act of Developer in performing his duties or...
rights hereunder, provided that Developer, in accordance with the actual knowledge possessed by him, acted in good faith.

IN Witness WHEREOF, Developer has executed these C C and Rs this 3rd day of November, 1999.

Alan Ruden, Inc., Developer
By: Alan A. Ruden, President

STATE OF OREGON, )
                    ) ss.
County of Yamhill. )

Personally appeared Alan A. Ruden, who being duly sworn, and acting in his capacity of President of Alan Ruden, Inc., a corporation, acknowledged the foregoing instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires:

14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN VIEW ESTATES
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MOUNTAIN VIEW ESTATES

Whereas, Alan Ruden, Inc., an Oregon Corporation, (the Developer) desires to
amend the Declaration of Covenants, Conditions and Restrictions for Mountain View
Estates (the Declaration) recorded as Instrument No. 199921822 in the Deed Records of
Yamhill County, Oregon; and

Whereas, Developer is the record owner of a majority of the platted lots of that
certain property know as MOUNTAIN VIEW ESTATES described in and subject to said
Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article III, Use of Property And Design Standards, Section 2 titled Size, Height and
Materials, paragraph a shall be amended to state:

a. Except on designated common wall townhouse lots 9, 10, 15 and 37, no
building shall be erected, altered, placed or permitted to remain on any lot other than one
(1) single-family dwelling not more than two (2) stories in height, including the main floor
level used for living, and not more than thirty-five (35) feet in height measured from the top
of the foundation to the peak of the roof. Dwellings may contain a basement, in addition
to the two (2) stories in height referred to above. Except on the common wall townhouse
lots designated above, every dwelling house constructed in Meadow View Estates shall
have a minimum ground floor area of 1,250 square feet of living space exclusive of garage
area, if a single level home, or at least 750 square feet of living space exclusive of garage
area on the ground floor of a two-story residence, with a total minimum living space
exclusive of garage of 1,400 square feet.

Lots 9, 10, 15 and 37 are designated common wall townhouse lots and may be used
as either two-family or one-family homes. As such, each of the two dwellings in the
common wall buildings may be sold on a fee-simple basis. If used as a two-family
dwelling, each of the living units on the sub-lots A and B shall have a minimum ground
floor area of 950 square feet of living space exclusive of garage area, if a single level
home, or at least 600 square feet of living space exclusive of garage area on the ground
floor of a two-story townhouse with a total minimum living space exclusive of a garage of
1,200 square feet. If a one-family dwelling only is constructed on one of the townhouse
lots instead of two possible dwellings, then the single-family dwelling shall comply with the
minimum floor area of the non-common wall townhouse lots set forth above.

1. AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MOUNTAIN VIEW ESTATES

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

20.00

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Each dwelling house shall have a private two (2) or three (3) car garage as part of, or attached to, the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior materials and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and the City of McMinnville and shall in no event be used for dwelling purposes.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand this \textbf{30} day of \underline{NOV.}, 1999.

Alan Ruden, Inc., Developer

By: \underline{alan\textbackslash ruden}.

Alan A. Ruden, President

STATE OF OREGON, \textbackslash )
County of Yamhill. \textbackslash )

Dated: \underline{NOV. 30}, 1999.

Personally appeared Alan A. Ruden, who being duly sworn, and acting in his capacity of President of Alan Ruden, Inc., a corporation, acknowledged the foregoing instrument to be its voluntary act and deed.

\begin{center}
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Before me:

\underline{cynthia\textbackslash willis}\nNotary Public for Oregon
My Commission Expires: \underline{July 29, 2000}

2. **AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN VIEW ESTATES**
MOUNTAIN VIEW ESTATES
AN R-3, P.D.
IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN,
IN THE SOLOMON BEARY DONATION LAND CLAIM No. 54
CITY OF McMinnville, Yamhill County, Oregon

OCTOBER 1, 1999
SHEET 2 OF 2

APPROVALS

YAMHILL COUNTY COMMISSIONER
Ted Rovig

YAMHILL COUNTY SURVEYOR

THOMAS C. BURKE

YAMHILL COUNTY ASSessor
LINDA K. SNYDER

YAMHILL COUNTY CLERK

ATTEST: YAMHILL COUNTY CLERK

NOTE: PURSUANT TO THE CITY OF McMinnville ORDINANCE NO. 4382, PARK FEES SHALL BE PAID BY EACH LOT AT TIME OF APPLICATION FOR A BUILDING PERMIT.

NARRATIVE

THE PURPOSE OF THIS SURVEY/SUBDIVISION IS TO SUBDIVIDE AND PLAT AN R-3, P.D. SUBDIVISION IN COMPLIANCE WITH CITY OF McMinnville PLANNING DEPARTMENT APPROVAL, DOCKET NUMBER S-29.

COUNTY PLAT OF NO. 11122 IS A BOUNDARY SURVEY PERFORMED BY US FOR THE PURPOSE OF ESTABLISHING THE TRUE BOUNDARY LINE AS SHOWN HEREIN.

SURVEYOR'S CERTIFICATE

COUNTY OF YAMHILL
STATE OF OREGON


BEGINNING AT THE "INITIAL POINT," A 5/8" IRON ROD ON THE SOUTHEAST CORNER OF THIS PLAT, ALSO BEING THE EASTWEST CORNER OF BARCLAY HEIGHTS SECOND ADDITION.

RECORDED IN OFFICIAL YAMHILL COUNTY RECORDS OF YAMHILL COUNTY.

COUNTY OF YAMHILL
STATE OF OREGON

Acknowledgement

I, JOHN P. TACCHINO, FURTHER DECLARE AND SAY THAT THE ATTACHED MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LOTS, TRACTS AND STREET RIGHT OF WAY AS SHOWN ON THE MAP AND NO PERSONS EXCEPT THE UNDERSIGNED, THEIR HEIRS AND SUCCESSORS, SHALL HAVE ANY CLAIM TO THE PROPERTY SHOWN AND NAMED ON THE ATTACHED MAP.

COUNTY OF YAMHILL
STATE OF OREGON

DECLAREATION

KNOW ALL PERSONS BY THESE PRESENTS THAT ALAN RUDEN, INC., AN OREGON CORPORATION, ALAN A. RUDEN, PRESIDENT AND VALLEY COMMUNITY BANK, AN OREGON FINANCIAL INSTITUTION, BRUCE BRATN, C.E.O., WITH RESPECT TO CERTAIN TRUST DEED DATED JUNE 25, 1989, INSTRUMENT NO. 19937225, ARE THE OWNERS OF THE LANDS REPRESENTED IN THE ATTACHED MAP AND THAT, PARTICULARLY DESCRIBED IN THE SUBDIVISIONS, CERTIFICATES AND MAPS REFERRED TO IN THE ATTACHED MAP.

YAMHILL COUNTY CLERK
John P. Tacchino

YAMHILL COUNTY CLERK
John P. Tacchino

Received 11-2-99
County Surveyor

John P. Tacchino

AN R-3, P.D.
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