COVENANTS, CONDITIONS AND RESTRICTIONS—NORTH SIDE ESTATES

AFTER RECORDING, RETURN TO:

Steve Firestone
409 N W Garden
Sheridan, OR 97378

COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH SIDE ESTATES

These covenants and restrictions apply to Lots 1 through 8 and 13 (Lot 13 includes tracts A, B and C, subject to non-exclusive easements as depicted on the Plat), of NORTH SIDE ESTATES, Sheridan, Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as Lots 1 through 8 and 13 (Lot 13 includes tracts A, B and C, subject to non-exclusive easements as depicted on the Plat), of NORTH SIDE ESTATES, Sheridan, Yamhill County.

The undersigned owners of all the real property included in NORTH SIDE ESTATES, a Plat duly recorded 2/6/01, 2001, in 01 641, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

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

1 GENERAL RESTRICTIONS RELATING TO LOTS 1 THROUGH 8

1.1 No building shall be constructed other than a single-family permanent dwelling for private use and outbuildings specifically authorized by these Covenants, Conditions and Restrictions. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All permitted outbuildings must be of good construction and of design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of Sheridan applicable in this zone) and if they are approved by the Architectural Review Committee. One of the major factors in the Architectural Review Committee’s decision shall be the impact on the neighboring property, including but not limited to, impact on the limited parking availability in the area.

1.2 No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level. No dwelling will be constructed with T-111 type siding. Siding which may be approved by the Architectural Review Committee are vinyl or cedar siding, and comparable (in appearance and quality) lap siding.
Cultured stone, stone and brick may also be approved. Roofing must be architectural standing seam metal, 30-year architectural composition, or better. The only outbuildings which are permitted are garden sheds, greenhouses, and children’s play structures which have been approved by the Architectural Review Committee.

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

1.4 All garbage, trash, cuttings, refuse, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, and other service facilities shall be screened from view from neighboring lots and roads.

1.5 No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

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

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

1.8 No recreational vehicles, trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or otherwise allowed enclosure so they are not visible from the street or other lots. No such vehicles may be parked overnight on any street or road serving the property. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

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

1.10 All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent-proof condition. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste, rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

1.11 This section 1 applies to Lots 1 through 8 only.
RESTRICTIONS AND SPECIAL PROVISIONS PERTAINING TO LOT 13

2.1 Lot 13 is available for all otherwise lawful uses, including but not limited to residential uses and the operation of a storage facility. The Architectural Review Committee provisions do not apply to Lot 13, but do apply to Tracts A, B and C.

2.2 If Lot 13 or any portion of Lot 13 is developed and used for vehicle or recreational vehicle storage purposes or a storage building appropriate for storage of property or possessions that cannot be conveniently stored on individual lots or in the homes in compliance with these provisions, the benefitted lot owners, together with the owners of other lots in the area encompassed in the NORTH SIDE ESTATES Plat, including but not limited to Lots 9, 10, 11, and 12 of that Plat, and in the area shown as Phase 2 on that Plat, to the extent that such other portions of the property owned by the undersigned and shown on the Plat of NORTH SIDE ESTATES are developed for residential purposes, will have the right of first refusal on such spaces or facilities. If there is more than one residential unit on Lot 13, the occupants of each residential unit on Lot 13 will be also entitled to use the storage facilities under these provisions as if they were benefitted lot owners, so long as they are occupants of residential units on Lot 13. If there are not enough facilities or spaces for owners desiring to rent, a notice will be given to all owners of availability and the first to accept will be entitled to space, provided, however, that each owner shall be entitled to only one space or unit of the storage facility in such circumstances. A minimum of five days of notice and opportunity to exercise this right of first refusal will be given. The spaces or facilities will be rented to owners in the order in which notices of intent to rent are received by the owner or operator of Lot 13, except that the owners properties who do not at that time rent space or facilities will be given preference over owners who already rent space or facilities. This provision is to facilitate a fair allocation of limited spaces. Notices for this provision will be given by mail to the addresses as attached to the front door of the residences which create the right to notice and first refusal.

2.2.1 This right of first refusal provision does not apply to the large shop building presently on Lot 13 while rented for commercial purposes or any commercial use of the existing five storage containers on the property. Nor does it apply to garages or storage areas which are designated for use by a particular residential unit on Lot 13. It does apply, however, if such large shop building or the storage containers are rented for residential storage purposes. As indicated above, if the area shown on the recorded Plat of NORTH SIDE ESTATES as Phase 2 is developed for residential lots, those lots will also be added to the group of lots benefitted by this right of first refusal, as are Lots 9, 10, 11, and 12 of NORTH SIDE ESTATES, even though they are not benefitted or burdened by the remaining provision of these covenants, conditions and restrictions.

2.2.2 The owner or operator of the facility of Lot 13 may comply with notice provisions by setting up a waiting list system for property owners benefitted by this provision. This would be done in lieu of the five-days notice.
2.2.3 The owner/operator of Lot 13 is, of course, entitled to charge for use of the storage facilities or spaces.

2.2.4 For the purposes of sections 2.2, 2.2.1 and 2.2.2, "owners" means benefitted lot owners, residents of residential units on Lot 13, owners of other lots in the area encompassed in the NORTH SIDE ESTATES Plat, including but not limited to, Lots 9, 10, 11, and 12 of that Plat, and in the area shown as Phase 2 on that Plat, to the extent that such other portions of the property owned by the undersigned and shown on the Plat of NORTH SIDE ESTATES are developed for residential purposes. (If there are multiple owners on a platted lot or multiple residents of a unit on Lot 13, only one such owner per lot or residential unit will receive preference if there is insufficient storage space to meet demands of all owners.)

2.2.5 Notices may be given to owners in person or by mail to the address of the residential unit. Notice to the owner of Lot 13 will be given by mail, c/o Steve Firestone at 409 N.W. Gardner, Sheridan, Oregon 97378, unless notice, using these provisions, of a different address or contact person is given to the benefitted property owners.

2.2.6 Absent prior written approval of the city of Sheridan, the number of units for residential storage purposes on Lot 13 shall not exceed the number of lots plus residential units on Lot 13.

3 ARCHITECTURAL REVIEW COMMITTEE

3.1 The owners of the benefitted property, with each lot having one vote, shall elect a three-member Architectural Review Committee by written ballot during January of each year. The meeting will be held at the place, date and time specified in a notice mailed to all owners of benefitted property. The notice must be sent at least 15 days before the date is set. The then current Architectural Review Committee is responsible to send the notice, but if they have not done so by the 15th of January, the meeting may be set and notices sent by the owners of any two benefitted lots. Participation at the meeting may either be accomplished in person or by written ballot. If more than one person owns the lot, the decision of the majority owners, either in person or in writing, is required to cast the vote for that lot. There is no quorum requirement and election shall be by the majority of the lots voting. Each position shall be voted on individually. The initial Committee is two members only, Steve Firestone and Karren Firestone. Committee members will serve until they resign or their replacements are elected.

3.2 It shall be the duty of the Architectural Review Committee to regulate the external design, appearance, location and maintenance of all the property and improvements, whether on a lot or common property, and to regulate use of the property as described in this declaration. This also includes, but is not limited to landscaping of yards facing streets on Lots 1 through 8.

3.3 No outbuilding, fence, wall or other structure of any type shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, change in, painting or staining of, or alteration to any living unit, outbuilding, fence, wall, or other structure on the property of any type be made or any changes to the plans and specifications showing the nature, kind, shape, height, materials, color and location have been submitted to and approved in writing by the Architectural Review Committee as to the harmony of external design, materials, color and location in relation to surrounding structures and topography.
3.4 An owner wishing to take any action requiring approval under this section shall give notice to the Architectural Review Committee, including complete plans and specifications. The Architectural Review Committee shall meet to review the owner’s request within thirty (30) days of receipt and shall render a decision by the vote of a majority of Committee members present within forty-five (45) days of receipt. Interested owners shall have an opportunity to comment on the request at all meetings, which shall be open to all owners. If the Architectural Review Committee fails to render a written decision within the time allowed, the requested shall be approved.

3.5 The decision of the Architectural Review Committee under this section (including any failure to approve or disapprove within the time allowed) shall be final. Members of the Committee shall not be liable to lot owners or any other party for their actions or failure to act in this capacity, absent proof by clear and convincing evidence of bad faith or intentional wrongdoing.

3.6 The following actions by the following persons shall be exempt from the provisions of this section:

3.6.1 The planting of any shrubs, flowers or other plants (excepting trees) by any owner within an enclosed courtyard or fenced area on each owner’s lot;

3.6.2 The improvements presently located on Lot 6

4 EASEMENT, YARDS FACING STREETS, AND COMMON AREA MAINTENANCE

The property is served by a roadway and utility easement over Tract A and Tract C, together with a landscaped area in Tract B, which will be an attractive entrance for the benefitted properties. All of the properties will also benefit from an attractive and uniformly maintained condition of yards facing streets, even though those yards are not common areas, but are owned by the individual lots in question.

4.1 The parties wish to establish a road maintenance agreement concerning the easement. Tracts A, B and C are owned by the owner of Lot 13, subject to easements benefitting the benefitted property as depicted on the Plat of NORTH SIDE ESTATES.

4.1.1 Once the initial improvement of the easement area has occurred, maintenance expense of the easement area shall be shared as follows:

4.1.2 Lots 1 through 8 will each pay one full maintenance share.

4.1.3 Lot 13 shall pay one maintenance share, except that if additional residential units (single-family dwellings, apartments, duplexes or otherwise) are installed on Lot 13, there will be one-half share for Lot 13 for each living space (individual apartment, condominium, common wall or similar dwelling unit), but not less than 1 full share.

4.1.4 Notwithstanding the foregoing, should any improvements to the easement area be damaged more than ordinary wear and tear, the owner of the lot causing the damage or whose agents, employees, invitees (or anyone else using the roadway with the permission of or for the benefit of that party) shall bear the total cost.
of repairs necessitated by such damage.

4.1.5 The roadway portion of the easement (which includes associated drainage or erosion control improvements) shall be maintained to the quality and condition in which it is initially installed or subsequently upgraded. If all parties desire at any time to upgrade the quality and condition of all or a portion of the easement surface after the initial installation as provided above, the expense shall be apportioned according to the maintenance formula. If, however, not all parties wish to upgrade the quality and condition of all or a portion of the easement surface after the initial installation as provided above, the party or parties desiring to make the upgrade shall pay the entire expense of upgrading the easement surface or condition as they may agree. Thereafter, the roadway shall be maintained in the upgraded condition according to the maintenance formula described above.

4.2 In addition to the repair and maintenance expenses described above, section 4.1 applies to the roadway, curbing, storm sewer, water line, sanitary sewer lines and other utilities, unless they are owned by the utility company or the City of Sheridan, and the landscaping on Tracts A, B and C.

4.2.1 The expenses of the areas also include any additional liability insurance expense incurred by the owner of Lot 13 because of ownership of Tracts A, B or C or the responsibilities created or services provided under this section 4.

4.2.2 The landscaping on Tract B will be maintained at a quality level roughly equivalent to that originally installed by the developer.

4.3 The maintenance of yards facing streets on Lots 1 through 8, including but not limited to, lawn care, care and pruning of the landscaping, irrigation, and the irrigation system, will be maintained at a quality level equivalent to that originally installed by the developer.

4.3.1 Once the initial landscaping has been installed by the developer, maintenance expenses of the landscaping of yards facing streets of Lots 1 through 8 will be shared as follows:

4.3.2 Lots 1 through 8 will each pay one full maintenance share.

4.3.3 Lot 13 shall pay one maintenance share, except that if additional residential units (single-family dwellings, apartments, duplexes or otherwise) are installed on Lot 13, there will be one-half share for Lot 13 for each living space (individual apartment, condominium, common wall or similar dwelling unit), but not less than 1 full share.

4.3.4 Notwithstanding the foregoing, should any such landscaping be damaged more than ordinary wear and tear, the owner of the lot causing the damage or whose agents, employees, invitees (or anyone else using the lot with the permission of or for the benefit of that party) shall bear the total cost of repairs necessitated by such damage.

4.4 The parties agree that, to avoid the necessity of a separate homeowners associated expenses, Lot 13 will be initially responsible for arranging for making decisions concerning maintenance, arranging for the
maintenance, and overseeing the repairs and maintenance as provided under section 4. The parties understand, however, that this arrangement may not be satisfactory either to the other lot owners or the owner of Lot 13 in the future. The parties therefore agree that either the owner of Lot 13, unilaterally, or a majority of the lot owners acting together shall have the right to require that an association be formed to take over the maintenance responsibilities under this section 4. Once that association has been formed and has taken over the responsibilities, it will have the power and control to perform necessary acts under this section 4. The reasonable cost of setting up the association will be considered an expense and paid according to the formula set forth above.

4.5 All repairs and maintenance shall be made promptly after the decision that such repairs and maintenance are needed.

4.6 Decisions as to the condition of the roadway at any given time, the necessity of repairs or maintenance work, the existence of disproportionate damage other than ordinary wear and tear and the cause of such damage, the length of time in which to make the repairs and the decision as to who is to perform such repairs and maintenance shall be as agreed by the owners of the property benefitted by the easement, together with other decisions that are convenient or necessary under this provision shall be made by the owner of Lot 13, so long as Lot 13 has the responsibility, or the association, if one has been set up under section 4.6. Decisions by the association shall be made in accordance with the provisions of its governing documents. If however, a lot owner believes that the party responsible for these actions and decisions is not carrying them out as required by these covenants, conditions and restrictions, the party responsible for the decision and the complaining party(ies) will attempt to discuss the matter and solve the problem. If they are not successful in solving the problem that way, they will attempt to mediate the dispute. Each party shall pay one-half of the cost of the mediation. If they are unable to resolve the matter by mediation, it shall be submitted to binding arbitration pursuant to the procedures of the Portland Arbitration Association, the American Arbitration Association, or any reputable arbitration service operating in Yamhill County or the Portland Metropolitan area. The costs of arbitration, not including the parties’ individual attorney fees, shall be paid equally by the parties.

4.7 Notwithstanding any of the provisions of this section 4, if Lot 13 contains four or more residential units as described in section 4.1.4, Lot 13 shall have two votes for the purposes of section 4, only, while the remaining lots have one vote each.

5 MAINTENANCE ASSESSMENTS, SPECIAL ASSESSMENTS

5.1 The declarant hereby covenants, and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in the deed, is deemed to covenant and agrees to pay the assessments or charges for common expenses as provided in section 4 above. All such assessments, together with interest at 9% per annum, and all other costs, fees and charges allowed by law, shall be a lien and charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Liens shall exist and be executed, recorded and foreclosed in the manner provided by law.

5.2 In addition to any other remedies provided by law, an action may be brought against the Owner(s) personally obligated to pay. No such action or resultant judgment shall be a waiver of the lien against the property. No
Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

5.3 The lien with respect to any assessment provided for herein shall be prior to any homestead exemption and all other liens and encumbrances on a Lot, except:

5.3.1 A first mortgage of record; and

5.3.2 A lien for real estate taxes and other governmental assessments or charges; and

5.3.3 Liens and encumbrances recorded before the recordation of this Declaration.

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a prior mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer.

6 ENFORCEMENT

6.1 These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of Sheridan be responsible for the enforcement of these restrictions.

6.2 These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years unless the then owners of a majority of the benefitted properties subsequently agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each benefitted lot shall entitle its owners to one vote.

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

6.4 If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees. In addition, the prevailing party shall be entitled to such sum as the bankruptcy court may adjudge reasonable as attorney fees in connection with any federal bankruptcy proceeding, including without limitation, prosecution of a motion for relief from stay, proposal of a chapter plan, objection to a disclosure statement, or Chapter 11, 12, or 13 Plan, or objection to proposed use, sale or lease of the property.
AMENDMENTS

7.1 Except for changes in provisions concerning maintenance of easement areas which shall require the written approval of the city of Sheridan, covenants, conditions and restrictions may be amended at any time by an instrument signed by the owners of not less than 51% of the benefitted lots. To be effective, the amendment must be included in a document which is recorded in the Yamhill County Records. The document must specify the amendment and contain the signatures of all owners (either acting for themselves or through a duly appointed attorney-in-fact as evidenced by a recorded power of attorney granting such authority) of the benefitted properties voting in favor of the amendment. If a property is being sold on land sale contract, the holders of the vendors’ as well as the vendees’ interest count as owners. Mortgagees and lessees are not counted as owners, but optionors and optionees of lots are counted as owners. Ownership shall be determined by the official Yamhill County Records in effect at the time of the signature of the owners of the benefitted lot in question.

DATED this __ day of __________, 2001.

______________________________
Steven Firestone

______________________________
Karren Firestone

STATE OF OREGON

) ss
County of Yamhill

On the __ day of __________, 2001, personally appeared Steve Firestone and Karren Firestone and they acknowledged said instrument to be their voluntary act and deed.

Before me:

______________________________
MARY L. DENSON
NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES JUNE 17, 2002
Date: 10 Jan. 2000

FIRESTONE/SHERIDAN SCHOOL DISTRICT NO. 14-48J
- Legal Description

A tract of land in Section 26, Township 5 South, Range 6 West, Yamhill County, Oregon, being more particularly described as follows.

Beginning at the northeast corner of Lot 1 of Block 1, GARDINER'S ADDITION to the City of Sheridan; thence West 50.03 feet to the northwest corner of said Lot 1; thence North parallel with the west line of said Lot 1 extended a Distance of 10.00 feet; thence East 50.03 feet parallel with the north line of said Lot 1 to a point that is 10.00 feet North of the point of beginning; thence South 10.00 feet to the point of beginning.

School District NO. 14-48J will give to Steve and Karren Firestone the right to build a privacy fence on the original property line of property that was originally given to the school district. This would be to landscape this area and to add to the backyard of Lot #9 of Northside Estates. We will allow the school district access for any maintenance of their existing building. The property as described above as Lot 9, Northside Estates, is adjoining Lot 1 of Block 1 of Gardiner's Addition to the City of Sheridan, Yamhill County, Oregon, and located in Section 26, Township 5 South, Range 6 West of the Willamette Meridian.

Sincerely,

[Signature]

6-16-2000
Gardiner Street

(proposed)
NORTH SIDE ESTATES

Exhibit

Sheridan School District No. 14-481
Steve Firestone

Location: SW 1/4 of Section 26, T. 3 S., R. 6 W., W.M.
City of Sheridan, Sherman County, Oregon

Date: 10 Jan. 2000

Fax: 503-472-0367
Phone: 503-472-7944
McKinnonville, Oregon 97128
By: Matt Dunckel & Assoc.
COVENANTS, CONDITIONS AND RESTRICTIONS-NORTH SIDE ESTATES

AFTER RECORDING, RETURN TO:
Steve Firestone
Karen
409 NW Gardner
Sheridan, Or 97378

COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH SIDE ESTATES
PHASE 2

These restrictions apply to Lots 14 through 19 in tracts D & E, subject to non-exclusive easements as depicted on the Plat, of NORTH SIDE ESTATES, phase # 2, Sheridan, Yamhill County, Oregon. They are enforceable by owners of the "benefited properties", which are defined as lots 14 through 19 in tracts D & E, subject to non-exclusive easements as depicted on the Plat, of Phase # 2 Sheridan, Yamhill County.

The undersigned owners of all the real property included in NORTH SIDE ESTATES, a Plat duly recorded 3/26 2004, in 200405622, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited property described above.

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

EASEMENT, STREETS, AND COMMON AREA MAINTENANCE

The property is served by a roadway and utility easement over Tract D and Tract E, which will be the entrance for the benefited properties. All of the properties will benefit from an attractive and uniformly maintained condition of yards facing streets, even though those yards are not common areas, but are owned by the individual lost in questions.

Once the initial improvement of the easement area has occurred, maintenance expense of the easement area shall be shared as follows: 1/3, 1/3, 1/3 of Tract D and 1/3, 1/3, 1/3 of Track E.

Notwithstanding the foregoing, should any improvements to the easement area be damaged more than ordinary wear and tear, the owner of the lot causing the damage or whose agents, employees, invitees (or anyone else using the roadway with the permission of or for the benefit of that party) shall bear the total cost.
SPECIAL ASSESSMENTS

The declarant hereby covenants and each owner of any lot by acceptance of a deed, whether or not it shall be so expressed in the deed.

ENFORCEMENT

These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefited property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of Sheridan be responsible for the enforcement of these restrictions.

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

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

DATED this 25 day of March, 2004

Steven L Firestone
Karren L Firestone

STATE OF OREGON )
)ss

County of Yamhill

On the 25 day of March, 2004, personally appeared Steve Firestone and Karren Firestone and they acknowledged said instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR OREGON
AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH SIDE ESTATES, PHASE 2

These amended covenants conditions and restrictions (CC&Rs) amend the CC&Rs dated March 25, 2004, and recorded March 26, 2004, in Yamhill County Records at Instrument No. 200405623. These CC&Rs apply to Lots 14 through 19 and Tracts D and E of NORTH SIDE ESTATES, Phase 2, Sheridan, Yamhill County, Oregon, (collectively “Property”, with individual parcels also referred to as “Lot”). They are enforceable by owners of the “Benefitted Properties,” which are defined as Lots 14 through 19 of NORTH SIDE ESTATES, Phase 2, Sheridan, Yamhill County, Oregon.

These CC&Rs shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the Property or any part of the Property, and shall inure to each owner of Benefitted Property and that owner's heirs, successors and assigns.

The undersigned owners of all the real property included in NORTH SIDE ESTATES, Phase 2, a Plat duly recorded March 26, 2004, at Instrument No. 200405622, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Benefitted Property described above.

1 EASEMENTS, STREETS, AND COMMON AREA MAINTENANCE

These CC&Rs apply to Lots 14, 15 and 16, each of which owns an undivided interest in Tract E and are served by an access easement over Tract E, and Lots 17, 18 and 19, each of which own an undivided interest in Tract D, and are served by an access easement over Tract D. Various other access and utility easements serve various lots as indicated on the Plats recorded at Instrument Nos. 200101641 (Phase 1) and 200405622 (Phase 2) in Yamhill County Records.

1.1 The parties wish to establish a road maintenance agreement concerning Tract E and Tract D.
1.2 After the initial improvement of the easement areas have occurred, maintenance expenses of the easement areas shall be shared as follows:

1.2.1 Lots 14, 15 and 16 will each be responsible for one-third of the cost of the maintenance of Tract E.

1.2.2 Lots 17, 18 and 19 will each be responsible for one-third of the cost of the maintenance of Tract D.

1.2.3 Notwithstanding the foregoing, should any improvements to the easement areas be damaged beyond ordinary wear and tear, the owner of the lot causing the damage or whose agents, employees, or invitees (or anyone else using the roadway with the permission of or for the benefit of that party) shall bear the total cost of repairs necessitated by such damage.

1.2.4 The roadway portions of Tracts D and E shall be maintained to the quality and condition in which they were initially installed or subsequently upgraded. If all parties desire at any time to upgrade the quality and condition of all or a portion of the easement surfaces after the initial installation as provided above, the expense shall be apportioned according to the maintenance formula set out in Sections 1.2.1 and 1.2.2 above. If, however, not all parties wish to upgrade the quality and condition of all or a portion of the easement surfaces after the initial installation, the party or parties desiring to make the upgrade shall pay the entire expense of upgrading the easement surfaces or conditions as they may agree. Thereafter, the roadway shall be maintained in the upgraded condition according to the maintenance formula set out in Sections 1.2.1 and 1.2.2 above.

1.3 All other easements within Phase 2 shall be repaired and maintained by the lots benefitted by the respective easement. If more than one lot is benefitted by an easement, those lots benefitted shall share equally in the repair and maintenance expenses of such easement. However, should any improvements to the easement areas be damaged beyond ordinary wear and tear, the owner of the lot causing the damage or whose agents, employees, or invitees (or anyone else using the roadway with the permission of or for the benefit of that party) shall bear the total cost of repairs necessitated by such damage.

1.4 All repairs and maintenance shall be made promptly after the decision that such repairs and maintenance are necessary.

1.5 Decisions as to the condition of any easements, including but not limited to the roadway portion of Tract D or Tract E, the necessity of repairs or maintenance work, the existence of disproportionate damage beyond ordinary wear and tear and the cause of such damage, the length of time in which to make the repairs and the decision as to who is to perform such repairs and maintenance shall be as agreed by the owners of the Properties benefitted by the respective Tracts. If however, a lot owner believes that the party responsible for these actions and decisions is not carrying them out as required by these CC&Rs, the party responsible for the decision and the
complaining party(ies) will attempt to discuss the matter and solve the problem. If they are not successful in solving the problem in that manner, they will attempt to mediate the dispute. Each party shall pay one-half of the cost of the mediation. If they are unable to resolve the matter by mediation, it shall be submitted to binding arbitration pursuant to the procedures of the Portland Arbitration Association, the American Arbitration Association, or any reputable arbitration service operating in Yamhill County or the Portland Metropolitan area.

2 MAINTENANCE ASSESSMENTS, SPECIAL ASSESSMENTS

2.1 The declarant hereby covenants, as does each subsequent owner of any lot accepting a deed (whether or not it shall be so expressed in the deed) and agrees to pay the assessments or charges for common expenses as provided in Section 1 above. All such assessments, together with interest at 9% per annum, and all other costs, fees and charges allowed by law, shall be a lien on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Liens shall exist and be executed, recorded and foreclosed in the manner provided by law.

2.2 In addition to any other remedies provided by law, an action may be brought against the Owner(s) personally obligated to pay. No such action or resultant judgment shall be a waiver of the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his or her Lot.

2.3 The lien with respect to any assessment provided for herein shall be prior to any homestead exemption and all other liens and encumbrances on a Lot, except:

2.3.1 A first mortgage of record; and

2.3.2 A lien for real estate taxes and other governmental assessments or charges; and

2.3.3 Liens and encumbrances recorded before the recordation of this Declaration.

2.4 Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a prior mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer.

2.5 If a majority of lot owners agree in writing, a homeowner's association may be established to carry out the maintenance responsibilities established under these CC&Rs and collect all assessments pursuant to these CC&Rs. It is anticipated that separate homeowner's associations may be established, one association for lots 14, 15 and 16, and one for lots 17, 18 and 19.
3 ENFORCEMENT

3.1 These CC&Rs shall be for the protection and benefit of each of the owners of Benefitted Property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of Sheridan be responsible for the enforcement of these restrictions.

3.2 These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them for a period of ten years from the recording of this document. At which time these covenants will be automatically extended for successive periods of ten years unless the then owners of a majority of the Benefitted Properties subsequently agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. However, changes to these CC&Rs which change the method of determining liability for common expenses, or the method of determining voting rights of any lot, may not be made without the unanimous consent of all benefitted properties. Further, changes to these CC&Rs which change the uses to which any lot or unit is currently restricted may not be made without the unanimous written consent of all benefitted and restricted properties. Each benefitted Lot shall entitle its owners to one vote. Whenever any lot is owned by two or more persons jointly according to the Yamhill County real property records, the vote of the lot may be exercised by any one of the owners then present, in the absence of protest by any co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the lot shall be disregarded completely in determining the proportion of votes given with respect to such matter.

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

3.4 If a suit or action (including an arbitration or appeal) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees. In addition, the prevailing party shall be entitled to such sum as the bankruptcy court may adjudge reasonable as attorney fees in connection with any federal bankruptcy proceeding, including without limitation, prosecution of a motion for relief from stay, proposal of a chapter plan, objection to a disclosure statement, or Chapter 11, 12, or 13 Plan, or objection to proposed use, sale or lease of the property.

4 AMENDMENTS

4.1 Subject to obtaining the written approval of the City of Sheridan concerning the maintenance of easement areas, these covenants, conditions and restrictions may be amended at any time by an instrument signed by the owners of not less than 51% of the benefitted lots. However,
changes to these CC&Rs which change the method of determining liability for common expenses, or the method of determining voting rights of any lot, may not be made without the unanimous consent of all benefitted properties. Further, changes to these CC&Rs which change the uses to which any lot or unit is currently restricted may not be made without the unanimous written consent of all benefitted and restricted properties. To be effective, the amendment must be included in a document which is recorded in the Yamhill County Records. The document must specify the amendment and contain the signatures of all owners (either acting for themselves or through a duly appointed attorney-in-fact as evidenced by a recorded power of attorney granting such authority) of the Benefitted Properties voting in favor of the amendment. If a Property is being sold on land sale contract, the holders of the vendors’ as well as the vendees’ interest count as owners. Mortgagees and lessees are not counted as owners, but optionors and optionees of lots are counted as owners. Ownership shall be determined by the official Yamhill County Records in effect at the time of the signature of the owners of the benefitted lot in question. Whenever any lot is owned by two or more persons jointly according to the Yamhill County real property records, the vote of the lot may be exercised by any one of the owners then present, in the absence of protest by any co-owner. In the event of such protest, no one co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the lot shall be disregarded completely in determining the proportion of votes given with respect to such matter.

DATED this 18th day of August, 2004.

Steven Firestone

Karren Firestone

STATE OF OREGON )
     ) ss
County of Yamhill )

On the 18th day of August, 2004, personally appeared Steve Firestone and Karren Firestone and they acknowledged said instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

OFFICIAL SEAL
AGNES M BRFADRD
NOTARY PUBLIC - OREGON
COMMISSION NO. 373154
MT COMMISSION EXPIRES OCT. 12, 2007

Page 5 - AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS
DRAKIN AND TANKERSLEY, LLC
P.O. Box 625; 701 NE Evans Street
McMinnville, Oregon 97128
(503) 472-0144
DECLARATION

A & B. Properties Lot No.3, City of Doral, County Miami Dade

In the SW 1/4 of Section 25, T. 5 S., R. 6 W., MA

Phase 2
NORTH SIDE ESTATES

APPROVALS:

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