DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORWEGIAN WOOD SUBDIVISION

THIS DECLARATION, is made the 1st day of January, 2007 by NORWEGIAN WOOD, LLC, an Oregon limited liability company (the "Developer"), and applicable to the real property described on the attached Exhibit A.

RECITALS:

A. Norwegian Wood, LLC, an Oregon limited liability company, owner of the real property described in this Declaration, desires to create a residential subdivision with common facilities for the benefit of the entire subdivision (Norwegian Wood Subdivision).

B. The Developer has deemed it desirable for preservation of values and amenities in this community to place upon the property certain covenants, conditions and restrictions as herein set forth.

ARTICLE 1. DEFINITIONS

The following definitions apply to this Declaration:

Section 1. "Building" means any structure now existing or later to be built on property.

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

Section 3. "Lot" means a parcel of land designated as a lot in the recorded plat, including any improvements.

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

Section 5. "Properties" or "Property" means the land(s), whether leasehold or in fee simple, all buildings, improvements and structures, and all easements, rights and appurtenances, which are affected under this Declaration.
ARTICLE II. PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration is located in Yamhill County, Oregon, and is described on the attached Exhibit A ("Existing Property").

ARTICLE III. BUILDING RESTRICTIONS

Section 1. Dwelling Size.

A. Stick Built Homes. All homes shall be stick built homes and shall consist of a minimum of 1600 square feet, exclusive of open porches and garages. All stick built homes shall have a roof with eaves and a minimum pitch of 5 inch vertical to 12 inch horizontal and the peak of the roof of the dwelling shall be of a height not in excess of 35 feet.

B. Restrictions on Carports. No carport(s) shall be allowed. Parking shall be provided by means of an entirely closed parking garage or facility. There is a two (2) car minimum requirement for any such parking garage or facility.

C. Land Use and Building Type. No Lot shall be used except for as a single family residence. The Lots shall not be partitioned. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic or health care employees.

Section 2. Setback Requirements. Except as otherwise specified below, the minimum side yard setback shall be the setback required by the building or zoning codes of the City of McMinnville.

Section 3. Fences. The location, material, and design of any fences constructed shall be such that the area remains aesthetically compatible with all the homes in the subdivision. Any fence should not have or cause a significant detriment to the adjoining properties or to the development as a whole and shall not exceed two and one-half (2 ½) feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the Lot or the adjoining residential Lot or on corner Lots on the side abutting the street within the subdivision (except for the lot line adjacent Baker Creek Road). Fences in the front or exterior side yard must be approved by the City Planning Department and comply with City ordinances.

Section 4. Roofing. Roofing materials shall be nonreflective. Acceptable materials include composition or wood shingles, wood shakes, tiles and metal. The roof color shall be compatible with the house color.

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Section 5. **Accessory Buildings.** All accessory buildings are to have a minimum of 70 square feet of floor area and be less than sixteen (16) feet in height to the tallest point above grade, except that garages may exceed sixteen (16) feet in height. No pole buildings are allowed. All detached buildings shall have siding and roof materials, which siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises.

Section 6. **Garages.** There is a two (2) car minimum requirement for any parking garage or facility. Construction of the required garage shall be completed before occupancy. All exterior construction materials must be of like or similar design and color.

Section 7. **Sidewalks, Easements and Driveways.** Sidewalks and paved or concrete driveways are required to be installed and maintained (on all Lots) by the Lot Owners at the Lot Owner’s expense not later than the completion of construction of the dwelling. They shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. Lot owners shall match the sidewalk in color, texture and scoring pattern to the sidewalks already constructed in the subdivision.

The owners of lots 6,7 & 8 share a common driveway and shall be equally responsible for the maintenance of the driveway. There further exists a fifteen (15) foot pedestrian access easement along the driveway which continues to the river and the owners of lots 6,7 & 8 shall be responsible to maintain the easement area and to allow the pedestrian access.

Section 8. **Plumbing/Electrical.** All homes shall meet structural and heating, as well as plumbing and electrical codes, as required by the latest and most current addition of HUD Regulations.

Section 9. **Electrical Installations.** All electrical installations shall conform to National Electrical Code, as amended and adopted by the State of Oregon.

Section 10. **Plumbing.** All plumbing installation shall conform to the Uniform Plumbing Code as amended and adopted by the State of Oregon. All plumbing lines above ground shall be protected against freezing.

Section 11. **Sewer.** Sewer clean out shall be installed as per code. All sewer lines shall be underground.

Section 12. **Pressure Regulators.** Pressure regulators shall be installed on all meter supply lines where water pressure exceeds 60 pounds per square inch.

Section 13. **Landscaping.** Every Lot shall be landscaped within six (6) months after the home is built. All Lot plantings shall not exceed two and one-half (2 ½) feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the Lot or the
adjoining residential Lot or on corner Lots on the side abutting the street within the subdivision (except for the lot line adjacent Baker Creek Road and Lot 8 where the lot faces the access road). No Poplar trees, Quaking Aspen trees, or Sumac trees or bushes shall be planted within the subdivision. Each owner shall be responsible for the planting and maintenance of any trees located in the curbside planting strip on their property and shall remove any trees in the manner required by local or state governing authorities and in a manner consistent with that approved for the subdivision and the subdivision street tree plan. Street trees shall not be planted within thirty (30) feet of street intersections. The Black Walnut tree located on Lot 4 shall not be removed unless it has been determined unsafe by a certified tree specialist, and if it is removed, it shall be replaced with a similar type tree.

Section 14. Siding. No slick typed metal siding, plywood, T-111-303, or any other panel-type siding will be permitted. All homes shall have exterior siding that is commonly used on houses built to the Uniform Building Code. Exterior siding shall be finished in such a manner that the reflection from such siding shall not be greater than from siding coated with clean, white, gloss exterior enamel.

Section 15. Antennae. No uncoiled satellite dishes will be permitted in the development. No television, radio aerials, or rotary beams shall be erected or placed on any Lot where such device is more than six feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

Section 16. Signs. No signs shall be erected on any Lot except not more than one "For Sale" or "For Rent" sign placed by the Owner, the Developer, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, or the placement of a professional sign by the Developer or builder's signs during construction.

Section 17. Applicable Law. Improvements on the property must also comply with other applicable law and governmental agency requirements.

ARTICLE IV. GENERAL RESTRICTIONS

Section 1. Animals. No animals shall be raised, kept, or permitted on the premises other than dogs, cats, birds and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other Lot Owners. "Birds" shall specifically exclude fowl or poultry. All applicable city and county ordinances pertaining to such pets are strictly complied with.

Section 2. Maintenance. All homes shall be maintained in good condition and repair and shall be kept painted to remain aesthetically compatible with all homes in the subdivision.
Section 3. Garbage. All Owners shall maintain 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. Failure to remove any rubbish, trash or garbage will result in the right of another Owner bringing an action to require the non-compliant owner to have such removed. No open air trash burning will be allowed at any time on any property included in this development.

Section 4. Storage Buildings. No storage or accessory buildings shall be placed in the front yard.

Section 5. Temporary Structures. No tent, shack, garage, or other outbuilding constructed or placed upon any portion of a Lot shall at any time be used as a temporary or permanent residence.

Section 6. Non-Usable Motor Vehicles. There shall not be stored, parked, or kept upon said Lots any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperable or is in an abandoned condition unless it is completely enclosed within a building. Any such vehicle(s) shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance; and it shall be the duty of the owner of the property or of such lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it shall not be visible from the street or other property. No unlicensed vehicles shall be allowed on any Lot.

Section 7. Nuisance. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 8. Decks. Only lawn furniture and one (1) outdoor barbecue grill may be stored on decks.

Section 9. Recreational Vehicles. Campers, motor homes, boats, travel or other trailers must be stored in a closed garage or other entirely closed parking facility. These vehicles may be left in a driveway, rear yard or street to permit cleaning, loading or unloading for a period of seven (7) consecutive days.

Section 10. Commercial or Commercial Type Vehicles. Commercial or commercial type vehicles may not be kept by Owners, persons staying with Owners, or for the benefit of Owners on public streets abutting any of the Property or on any Lot(except a closed garage, another entirely closed parking facility, or in the Owners’ driveway) overnight. This applies to such vehicles owned or operated by an Owner, resident of the Property, or anyone on the Property with permission of or for the benefit of an Owner of resident of a Lot.
Section 11. Commercial Business. No commercial business of any type shall be allowed to be established on or operated from this development unless such business activity shall have gained approval from appropriate zoning authorities.

ARTICLE V. LOT MAINTENANCE/ROAD MAINTENANCE

Section 1. Lot Maintenance. During the time that the land remains vacant, the Lot must be kept free of debris and must be neat and maintained. Grass or ground cover may not exceed six inches in height. After improvements have been constructed on a Lot, the Owner of the Lot shall maintain the improvements and landscaping in an attractive fashion consistent with the balance of the subdivision. Lot owner shall maintain the Lot free from weeds, briars and other types of vegetation which would infiltrate lawns and landscaping of other owners. All improved Lots shall be maintained in an attractive landscaped condition. Until all the Lots are sold, Developer reserves the right, but not the obligation, to perform such maintenance if an Owner fails to do so, and further, Developer may assess charges for such maintenance.

Section 2. Floodplain Maintenance. Any area within the floodplain on any Lot shall be kept in its natural condition, to the extent practicable, and any activities within the floodplain shall be in accordance with local, state and federal standards.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each Owner, shall pass with each Lot, and shall bind the respective Owners in interest of the present Owner. Except for the covenants, easements and restrictions concerning the common areas which shall be perpetual until or unless the governing body for the City of McMinnville consents to their termination, these covenants, easements, and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording of this Declaration, at which time they shall automatically renew for successive periods of ten (10) years unless terminated by a vote of seventy-five percent (75%) of the Lot Owners, with any such termination properly recorded.

Section 2. Enforcement. Any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of the property shall have the right to enforce by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. If an Owner rents property, the Owner remains primarily responsible for obligations under this agreement, whether or not the tenant is also legally responsible.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision herein which shall remain in full force and effect.
Section 4. Amendments. Covenants and restrictions of this Declaration, except those which relate to the common areas and their repair and maintenance, may be amended by an instrument signed by not less than eighty percent (80%) of the Lot Owners. The covenants and restrictions regarding the common areas may be amended by an instrument signed by not less than eighty percent (80%) of the Lot Owners and the governmental governing body for the City of McMinnville. Any amendment must be properly recorded. Easements granted and reserved shall not be amended except by an instrument signed and acknowledged by one hundred percent (100%) of the Owners of the Property, including the Developer so long as the Developer owns any Lots or holds a security interest in any Lots, and the governing body of the City of McMinnville if the granting or release relates to the common areas.

Section 5. Attorney Fees. In case suit or action is instituted to enforce any of the provisions of this Declaration, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in a suit or action, and if an appeal is taken from any judgment or decree, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party's attorney fees on appeal.

NORWEGIAN WOOD, LLC., an Oregon Limited Liability Company

By: 

President - Dirkpark Services, Inc.

STATE OF OREGON )

) ss.

County of Yamhill )

On the 10th day of January, 2007, personally appeared the above named Dirkpark Services, Inc. by its Pres. A. Dirk Parker, Member of NORWEGIAN WOOD, LLC, an Oregon limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.

Elizabeth L. Walsh
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 10, 2007

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EXHIBIT "A"

PARCEL I:

A parcel of property in the John G. Baker Donation Land Claim No. 48 in Sections 8 and 17, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

COMMENCING at the Northeast corner of said Baker Donation Land Claim; thence North 89°39'18" West along the North line of said Donation Land Claim 4803.66 feet, more or less, to the Northeast corner of that tract conveyed to Sidney A. Huwaldt and Claudia F. Huwaldt by deed recorded in Film Volume 185 at Page 1163 of Yamhill County Deed Records; thence South 00°01'10" West along the East line of said Huwaldt tract 1113.34 feet; thence continuing South 00°01'10" West along said East line 5.67 feet to the Southwest corner of that tract conveyed to Eric L. Hanson and Susan R. Hanson by deed recorded in Film Volume 195 at Page 1476; thence South 89°56'10" East along the South line of said Hanson tract 225.0 feet to the true point of beginning; thence North 00°01'10" East parallel with the East line of said Huwaldt tract 318.75 feet; thence North 54°01'50" West 85.24 feet; thence North 00°01'10" East 372.10 feet to a point in Baker Creek; thence following Baker Creek along the following courses; thence North 75°57'59" West 19.74 feet; thence South 71°10'22" West 50.79 feet; thence North 63°52'15" West 29.83 feet; thence North 46°29'24" West 139.20 feet; thence North 37°09'23" West 16.55 feet; thence North 82°59'29" West 84.28 feet; thence South 69°19'28" West 86.23 feet; thence South 75°55'25" West 42.99 feet; thence South 87°04'01" West 149.53 feet; thence South 55°44'28" West 76.24 feet to that line described in that Boundary Line Agreement recorded in Film Volume 243 at Page 1325 of Yamhill County Deed Records; thence following said line and leaving Baker Creek North 00°01'10" West 104.35 feet to a Yamhill County brass cap, said brass cap being on the West line of said Baker Donation Land Claim; thence North 00°25'06" West leaving said boundary agreement line and along the West line of said Baker Donation Land Claim 247.45 feet to the Northwest corner thereof; thence South 89°39'18" East along the North line of said Baker Donation Land Claim 938.60 feet, more or less, to the Northwest corner of said Hanson tract; thence Southerly along the East line of said Hanson tract 1275.30 feet to the Southeast corner of said Hanson tract; thence Westerly along the South line of said Hanson tract 182.72 feet to an iron rod; thence Northerly along a West line of said Hanson tract 158.66 feet to an iron rod; thence Westerly along the South line of said Hanson tract 59.27 feet, more or less, to the true point of beginning.

PARCEL II:

COMMENCING at the Southwest corner of Lot 4, HART ADDITION as recorded in the Yamhill County, Oregon book of Town Plats in Volume 10, Page 43; thence North 00°06'05" East, along the Westerly boundary of said HART ADDITION, a distance of 661.93 feet to a point; thence North 89°55'04" West a distance of 40.07 feet to the point of beginning; thence South 40°01'31" West a distance of 32.31 feet to a point; thence South 65°08'15" West a distance of 59.82 feet to a point; thence North 89°55'04" West a distance of 67.67 feet to a point; thence North 00°03'50" East a distance of 50.00 feet to a point; thence South 89°55'04" East a distance of 142.67 feet to the point of beginning.
DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants is applicable to the premises described on Exhibit "A" hereto which are located in the City of McMinnville, Oregon.

WHEREAS, Declarant is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, more particularly described on Exhibit "A" attached hereto; and

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

THEREFORE, the Declarant does hereby certify that the following minimum reservations, conditions and covenants shall become and are hereby made a part of the conveyances of all or any portion of the premises described on Exhibit "A" and the following reservations 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

(A) Initial Development.

Declarant hereby declares that, subject to paragraph (V) hereunder, all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

ARTICLE II.

Residential Covenants

(A) Land Use and Building Type.

No lot shall be used except for single family residence. The lots shall not be partitioned except as part of a subdivision approved by the City of McMinnville. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.
(B) Dwelling Size.

All houses will be single family dwellings and shall have a minimum area of 2,000 square feet, exclusive of open porches and garages. The peak of the roof of the dwelling shall be of a height not in excess of 35 feet.

(C) Restrictions on Carports.

No carport shall be allowed. Parking shall be provided by means of an entirely closed parking facility or garage. There is a two car minimum requirement for any such parking facility or garage.

(D) Roofs.

Roof shall be cedar shake, cedar shingle, or tile. Any other type of roofing must be of similar quality and must be approved by Declarant.

(E) Siding.

All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; however, under no circumstances shall plywood, T-111-303, or any other panel-type siding be used.

(F) Detached Buildings.

All detached buildings must be fully enclosed and may not exceed 16 feet in height. No pole buildings are allowed. All detached buildings shall have siding and roof materials, which siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises.

(G) Off Site Manufactured Homes and Temporary Structures.

No mobile homes or manufactured homes, whether permanent or temporary structures, shall be allowed in the development, with the exception of a construction supervision type mobile home to be used by the contractor, only during the period of construction.

(H) Campers, Motor Homes, Boats, Travel Trailers, and Other Such Vehicles.

No campers, motor homes, boats, travel trailers, utility trailers, or non-operable vehicles shall be permitted to be left where they shall be visible from the street or from contiguous property within either CRESTBROOK, a Subdivision Division, and CRESTBROOK FIRST ADDITION for a period in excess
of seven (7) days. If any such vehicle or boats are permanently stored on the premises, they shall be stored either inside a garage or detached structure or shall be physically obscured from horizontal view from the street or contiguous parcels by means of a fence or hedge-type landscaping.

(I) **Antennas.**

No uncoiled satellite dishes will be permitted in the development. No television, radio aerials, or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

(J) **Sidewalks and Driveways.**

(I) Sidewalks and paved or concrete driveways are required to be installed and maintained (on all lots) by lot owners at the lot owner's expense not later than completion of construction of the dwelling. They shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. Lot owners shall match the sidewalk in color, texture and scoring pattern to the sidewalks already constructed in the subdivision.

(K) **Obnoxious and Offensive Activities.**

No obnoxious or offensive noises shall be made or activities carried on upon any lot, which may become an annoyance or nuisance to neighbors or to the neighborhood, or which interferes with the use of any adjacent lot by its property owners.

(L) **Lot Maintenance.**

In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, 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 and landscaping of other lot owners and shall plant and maintain grass on the lot and not allow the grass to exceed 4 inches in height.

(M) **Water Runoff.**

Lot owners shall comply with all local, state and federal laws and regulations regarding storm water drainage and quality.

(N) **Fences and Hedges.**

On all lots plantings or site obscuring fences shall not exceed 2-1/2 feet in height in the front yard or on the side lot lines forward of the building line with the greatest
setback on the lot or the adjoining residential lot or on corner lots on the side abutting the street within the subdivision. All fences shall be well constructed of suitable fencing material and shall be constructed so as to have an identical appearance on both sides in order not to detract from the appearance of the dwelling located upon the lot, or detract from the appearance of adjacent dwellings.

(O) Landscaping Time Frames and Prohibited Foliage Types.

Landscaping must be in place no later than 120 days after completion of construction, or occupancy of dwelling whichever comes first. No Poplar trees, Quaking Aspen trees, or Sumac trees or bushes shall be planted within the Subdivision.

(P) Livestock and Poultry.

At such time as the property described on Exhibit A is subdivided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and that all applicable city and county ordinances pertaining to such pets are strictly complied with. Subject to city and county ordinances and state law, owners of lots may keep their own livestock on that portion of lots that lie within the floodplain and the owner of each lot may construct and locate a building to house such livestock outside the floodplain but as close as reasonably possible to such floodplain.

(Q) Signs.

No sign shall be erected on any lot or attached to any improvement except that not more than one "For Sale" or "For Rent" sign not exceeding 18 inches high by 24 inches wide may be placed by the owner, the Declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner or the placement of a professional sign by the developer.

(R) Building Setbacks.

No building shall be located on any lot nearer than 20 feet to the front lot line; nearer than 20 feet to the rear lot line; or nearer than 10 feet to the side lot line. On corner lots, the side yard shall be a minimum of 20 feet on the side abutting the street. A detached outbuilding of less than 100 square feet in area may be located not less than 10 feet from the rear lot line of all lots.
(S) **Commercial Business.**

No commercial business of any type shall be allowed to be established on or operated from this development unless such business activity shall have gained approval from appropriate zoning authorities.

(T) **Nonoperable Motor Vehicles.**

There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicles which is in a rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicles shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

(U) **Trash or Refuse.**

No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development.

(V) **Grandfather Clause.**

Improvements located within the premises described on Exhibit "A" which were constructed or installed prior to the recordation of these Protective Covenants shall not be required to be reconstructed, remodeled or reformed to conform to these Protective Covenants; provided, however, that any future construction other than repairs and normal maintenance, shall conform to the terms and provisions set forth in these Protective Covenants.

ARTICLE III

**General Provisions**

(A) **Duration.**

The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof together with all owners.

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of lots in CRESTBROOK, a Subdivision, and CRESTBROOK FIRST ADDITION. These covenants, easements, and restrictions shall remain in full force and effect until amended or revoked in the manner provided herein.

(B) Enforcement.

Any owner, or other person designated in Article III paragraph (A) above, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, easements, means and charges now or hereafter imposed by the provisions of this declaration. The 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.

(C) Severability.

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

(D) Amendments.

The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 80% of the lot owners, and 80% of the lot owners of CRESTBROOK, a Subdivision, and CRESTBROOK FIRST ADDITION. Any amendment must be properly recorded.

(E) Attorney’s Fees.

In the case a suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney’s fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party’s attorney fees on such appeal.

DATED this 15 day of July, 1992.

ERIC L. HANSON, Declarant  
SUSAN R. HANSON, Declarant

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STATE OF OREGON    )
County of Yamhill )  ss.                        July 15, 1992

Personally appeared the above-named ERIC L. HANSON and
acknowledged the foregoing instrument to be his voluntary act and
deed.

Before me:             
Notary Public for Oregon
My Commission Expires: 6-7-93

STATE OF OREGON    )
County of Yamhill )  ss.                        July 15, 1992

Personally appeared the above-named SUSAN R. HANSON and
acknowledged the foregoing instrument to be her voluntary act and
deed.

Before me:             
Notary Public for Oregon
My Commission Expires: 6-1-93
A parcel of property in the John G. Baker Donation Land Claim, No. 48 in Section 17, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

COMMENCING at the Northeast corner of said Baker Donation Land Claim;

THENCE North 89° 39' 18" West along the North line of said Donation Land Claim 4803.66 feet, more or less, to the Northeast corner of that tract conveyed to Sidney A. Huwaldt by deed recorded in Film Volume 185 at Page 1163 of Yamhill County records;

THENCE South 00° 01' 10" West along the East line of said Huwaldt tract 1113.34 feet;

THENCE Continuing South 00° 01' 10" West along said East line 5.67 feet to the Southwest corner of that tract conveyed to Eric L. Hanson by deed recorded in Film Volume 195 at Page 1476;

THENCE South 89° 56' 10" East along the South line of said Hanson tract 225.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 00° 01' 10" East parallel with the East line of said Huwaldt tract 318.75 feet;

THENCE North 54° 01' 50" West 85.24 feet;

THENCE North 00° 01' 10" East 96.92 feet;

THENCE North 89° 59' 10" East 156.00 feet;

THENCE South 00° 01' 10" West 147.00 feet;

THENCE North 89° 59' 10" East 156.07 feet, more or less, to the East line of said Hanson tract;

THENCE Southerly along said East line 319.03 feet to a point which bears South 89° 56' 10" East from the TRUE POINT OF BEGINNING;

THENCE North 89° 56' 10" West 182.86 feet to a 1/2" iron rod at an angle point in the South line of said Hanson tract;

THENCE continuing North 89° 56' 10" West 59.27 feet to the TRUE POINT OF BEGINNING.

EXHIBIT A
A parcel of property in the John G. Baker Donation Land Claim, No. 48 in Sections 8 and 17, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

COMMENCING at the Northeast corner of said Baker Donation Land Claim;

THENCE North 89° 39' 18" West along the North line of said Donation Land Claim 4803.66 feet, more or less, to the Northeast corner of that tract conveyed to Sidney A. Huwaldt and Claudia F. Huwaldt by deed recorded in Film Volume 195 at Page 1163 of Yamhill County Records;

THENCE South 00° 01' 10" West along the East line of said Huwaldt tract 1113.34 feet;

THENCE Continuing South 00° 01' 10" West along said East line 5.67 feet to the Southwest corner of that tract conveyed to Eric L. Hanson and Susan R. Hanson by deed recorded in Film Volume 195 at Page 1476;

THENCE South 89° 56' 10" East along the South line of said Hanson tract 225.00 feet to the TRUE POINT OF BEGINNING;

THENCE North 00° 01' 10" East parallel with the East line of said Huwaldt tract 318.75 feet;

THENCE North 54° 01' 50" West 85.24 feet;

THENCE North 00° 01' 10" East 372.10 feet to a point in Baker Creek;

THENCE following Baker Creek along the following courses;

THENCE North 75° 57' 59" West 19.74 feet;

THENCE South 71° 10' 22" West 50.79 feet;

THENCE North 63° 52' 15" West 29.83 feet;

THENCE North 46° 29' 24" West 139.20 feet;

THENCE North 37° 09' 23" West 16.55 feet;

THENCE North 82° 59' 29" West 84.28 feet;

THENCE South 69° 19' 28" West 86.23 feet;

STATE OF OREGON
COUNTY OF YAMHILL

I hereby certify that the instrument was received and duly recorded by me in Yamhill County records.

CHARLES STERN,
COUNTY CLERK

EXHIBIT B
PAGE 1
SURVEYOR'S CERTIFICATE

I, JERALD 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:

BEGINNING at the "INITIAL POINT", a ¾ inch iron rod, said rod marks the northeast corner of lot 1 of the Mahon Farm Subdivision; thence north 89°54'31" west, 58.72 feet along the north line of the Mahon Farm Subdivision, to a ¾ inch iron rod, said rod marks the southeast corner of lot 5, block 4 of the Crestbrook First Addition Subdivision; thence north 00°01'17" east, 318.70 feet along the east line of Crestbrook First Addition; thence north 52°35'04" west, 88.29 feet along the northeast line of lot 1, block 5, of Crestbrook First Addition; thence north 00°22'26" east, 367.20 feet along the east line of Crestbrook First Addition; thence north 00°22'26" east, 75.00 feet +/- to the center of Baker Creek; thence along the center line of Baker Creek along the following courses: South 54°47'12" east, 154.68 feet; thence south 83°59'05" east, 21.15 feet; thence north 29°43'06" east, 80.30 feet; thence south 109°47'33" east, 47.49 feet; thence south 00°23'34" east, 42.12 feet; thence south 00°23'34" east, 59.75 feet; thence south 31°58'16" east, 13.91 feet; thence south 09°14'48" east, 46.12 feet; thence south 09°34'01" east, 30.02 feet thence north 09°14'48" east, 20.82 feet; thence leaving the centerline of Baker Creek south 00°00'00" west, 800.75 feet to a ¾ inch iron rod, said rod marks the northeast corner of lot 16 of the Mahon Farm Subdivision; thence along the north line of lot 16 and along the following courses: South 89°55'00" west, 40.16 feet to a ¾ inch iron rod; thence south 00°23'34" west, 33.23 feet to a ¾ inch iron rod; said rod marks the northeast corner of lot 17 of the Mahon Farm Subdivision; thence along the north line of said lot 17 north 89°54'31" west 82.85 feet to a ¾ inch iron rod, said rod marks the southeast corner of lot 15 of the Mahon Farm Subdivision; thence north 00°01'17" east, 208.70 feet to the "INITIAL POINT".

DECLARATION

I, JERALD 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:

BEGINNING at the "INITIAL POINT", a ¾ inch iron rod, said rod marks the northeast corner of lot 1 of the Mahon Farm Subdivision; thence north 89°54'31" west, 58.72 feet along the north line of the Mahon Farm Subdivision, to a ¾ inch iron rod, said rod marks the southeast corner of lot 5, block 4 of the Crestbrook First Addition Subdivision; thence north 00°01'17" east, 318.70 feet along the east line of Crestbrook First Addition; thence north 52°35'04" west, 88.29 feet along the northeast line of lot 1, block 5, of Crestbrook First Addition; thence north 00°22'26" east, 367.20 feet along the east line of Crestbrook First Addition; thence north 00°22'26" east, 75.00 feet +/- to the center of Baker Creek; thence along the center line of Baker Creek along the following courses: South 54°47'12" east, 154.68 feet; thence south 83°59'05" east, 21.15 feet; thence north 29°43'06" east, 80.30 feet; thence south 109°47'33" east, 47.49 feet; thence south 00°23'34" east, 42.12 feet; thence south 00°23'34" east, 59.75 feet; thence south 31°58'16" east, 13.91 feet; thence south 09°14'48" east, 46.12 feet; thence south 09°34'01" east, 30.02 feet thence north 09°14'48" east, 20.82 feet; thence leaving the centerline of Baker Creek south 00°00'00" west, 800.75 feet to a ¾ inch iron rod, said rod marks the northeast corner of lot 16 of the Mahon Farm Subdivision; thence along the north line of lot 16 and along the following courses: South 89°55'00" west, 40.16 feet to a ¾ inch iron rod; thence south 00°23'34" west, 33.23 feet to a ¾ inch iron rod; said rod marks the northeast corner of lot 17 of the Mahon Farm Subdivision; thence along the north line of said lot 17 north 89°54'31" west 82.85 feet to a ¾ inch iron rod, said rod marks the southeast corner of lot 15 of the Mahon Farm Subdivision; thence north 00°01'17" east, 208.70 feet to the "INITIAL POINT".

APPROVALS

YAMHILL COUNTY COMMISSIONER

YAMHILL COUNTY TAX ASSESSOR

PURSUANT TO O.R.S. 221.595 TAXES HAVE BEEN PAID ON BOND POSTED TO DATE.

NOTES

1. PURSUANT TO CITY OF McMinnville ORDINANCE No. 4292, AS AMENDED, PARK FEES FOR EACH HOUSING UNIT AT THE TIME OF BUILDING PERMIT APPLICATION.

2. AN AFFIDAVIT OF CONSENT FROM FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED 8 AUGUST 1999, DOCUMENT No. 20061355, OFFICIAL YAMHILL COUNTY RECORDS, HAS BEEN RECORDED IN INSTRUMENT No. 660132465, OFFICIAL YAMHILL COUNTY RECORDS.