OVERLOOK ADDITION

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: A & T Development Company and
David Mickey, hereinafter called the "Declarants," do hereby
declare as follows:

WHEREAS, Declarants are the Sellers of certain real property
located in the City of McMinnville in Yamhill County, Oregon, known
as Overlook Addition the same appears in the Plat recorded in Book
Page 156-3/9 of Plat records of Yamhill County.

WHEREAS, Declarants desire to declare of public record their
intention to create certain protective covenants, conditions and
restrictions (CC&Rs) in order to effectuate a general scheme of
development creating benefits and obligations for the owners of
said property, lots one (1) thru forty-six (46) known as Overlook
Addition.

NOW, THEREFORE, Declarants hereby declare that all of the
properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants and conditions
which are for the purpose of protecting the value and desirability of
the real property which shall run with the land and shall insure
to the benefit of each owner thereof. These easements and (CC&Rs)
shall be binding on all parties having any right, title or interest
in the described properties or any parts thereof, their heirs,
successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No
building shall be constructed, erected, altered, placed or
permitted to remain on any lot other than one single family
dwelling not to exceed thirty five (35) feet in height and a
private garage for not less than two (2) cars. No mobile
homes or manufactured homes will be allowed in the
subdivision. The foregoing provision shall not exclude
construction, erection, alteration or placement of a private
greenhouse, storage unit, private swimming pool or a shelter
or port for the protection of such swimming pool, provided the
location of such structures is in conformity with the
applicable municipal regulations and is compatible in design
and decoration with the residence constructed, erected, placed
or altered on such lot and has been approved by the
Architectural Control Committee, as designated by Declarants. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct, erect, place or alter a residence on any lot to store construction materials and equipment on said lots in the normal course of construction.

2. **DWELLING SIZE**

The minimum square footage of any home within this subdivision shall be 1,200 square feet for a single level and 1,400 square feet for a multi-level. These minimums are exclusive of garages and open porches.

3. **EASEMENTS**

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

4. **OFFENSIVE ACTIVITIES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. **ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.
6. **SIGNS**

No signs shall be constructed, erected, placed or maintained on any lot (excluding Overlook entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarants or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

7. **PARKING**

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off-street parking space for at least four vehicles. Garages bays may be counted for the purposes of meeting this requirement.

8. **VEHICLES IN DISREPAIR**

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. **RUBBISH AND TRASH**

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard raking and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. **TEMPORARY STRUCTURES**

No structure of a temporary character, motor home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

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11. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be constructed, erected, placed, altered or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.

12. COMPLETION OF CONSTRUCTION, ERECTION, PLACEMENT OR ALTERATION

The construction, erection, placement or alteration of any building on any lot, including private lot drainage, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction, erection, placement or alteration so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

13. LANDSCAPE COMPLETION

All front, rear and side yard landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee's approval is obtained.

14. FENCES AND HEDGES

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges constructed, erected, placed or altered shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge or wall shall be constructed,
erected, placed or altered without prior written approval of the Architectural Control Committee.

15. **ANTENNAS AND SERVICE FACILITIES**

No exterior antennas or satellite dishes of any kind shall be permitted. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

16. **EXTERIOR MATERIALS**

Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate contract for purchase of lots in this subdivision. Roofing materials must be cedar shingle, cedar shake, tile or composition shingle (G.A.F.) Timberline Ultra 30 year wooduff limited warranty or like quality. The exterior siding material shall be cedar, stone, bricks, stucco or L.P. lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Windows not facing streets may be approved anodized aluminum. Garage doors can be either of wood or metal construction. In appropriate circumstances the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Overlook.

17. **EXTERIOR FINISH**

The exterior finish of all construction, erection, placement or alteration on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Declarants prior to construction, erection, placement or alteration unless otherwise dictated by the U.S. Postal Service.
16. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, constructed, erected, placed or altered on any lot until plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee’s consent is required.

(a) MAJOR CONSTRUCTION

In the case of initial or substantial additional construction, erection, placement or alteration of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A Plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant
materials. The parking strip shall be included in the landscaping plan.

The Architectural Control Committee shall render its decision with respect to the proposal after it has received all required materials.

The Design Review Committee shall issue its opinion or notify the lot owner of its objections within ten (10) days from the date of a complete submission of all plans and specifications by the lot owner.

(b) **MINOR WORK**

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

2. **ARCHITECTURAL CONTROL COMMITTEE DECISION**

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarants intend for the subdivision. Considerations such as siding, shape, size, color, design, height, impairment of the view from other lots within this subdivision or other effects on the enjoyment of other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. **MEMBERSHIP: APPOINTMENT AND REMOVAL**

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarants may from time to time appoint. The Declarants shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.
4. **LIABILITY**

Neither the Architectural Control Committee nor any member thereof shall be held 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 by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. **ACTION**

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6. **NONWAIVER**

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

7. **EFFECTIVE PERIOD OF CONSENT**

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction, erection, placement or alteration of the work has commenced or the owner has applied for and received an extension of time from the Committee.

**ARTICLE III**

**GENERAL PROVISION**

1. **TERM AND AMENDMENT**

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or
the order of revocation or termination and which is signed by the seventy-five (75) percent of the owners of the lots in Overlook.

2. **ENFORCEMENT**

In the event of any violation of any of the provisions of this declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

3. **SEVERABILITY**

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

4. **LIMITATION OF LIABILITY OF DECLARANTS**

Neither Declarants nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarants in performing its duties or rights hereunder, provided that Declarants have, in accordance with actual knowledge possessed by them, acted in good faith.
IN WITNESS WHEREOF, the undersigned, being Declarants herein, has hereto set his hand this 29th day of September, 1995.

__________________________
David Mickey

A & T Development Company

State of Oregon
County of Yamhill

I, Sheryl Lutz, a Notary Public for the State of Oregon, hereby certify that on the 29th day of September, 1995, personally appeared before me A & T Development Company, who being duly sworn did acknowledge the execution of the foregoing instrument to be their free and voluntary act.

__________________________
Sheryl Lutz
Notary Public for Oregon
My Commission expires: 5-6-98

I, Sheryl Lutz, a Notary Public for the State of Oregon, hereby certify that on the 29th day of September, 1995, personally appeared before me David Mickey, who being duly sworn did acknowledge the execution of the foregoing instrument to be his free and voluntary act.

__________________________
Sheryl Lutz
Notary Public for Oregon
My Commission expires: 5-6-98
OVERLOOK ADDITION
PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: A & T Development Company and David Mickey, hereinafter called the "Declarants," do hereby declare as follows:

WHEREAS, Declarants are the Sellers of certain real property located in the City of McMinnville in Yamhill County, Oregon, known as Overlook Addition the same appears in the Plat recorded in Book 4 Page 525-189 of Plat records of Yamhill County.

WHEREAS, Declarants desire to declare of public record their intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property, lots one (1) thru forty-six (46) known as Overlook Addition.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall insure to the benefit of each owner thereof. These easements and (CC&Rs) shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I
RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be constructed, erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed thirty five (35) feet in height and a private garage not for less that two (2) cars. No mobile homes or manufactured homes will be allowed in the subdivision. The foregoing provision shall not exclude construction, erection, alteration or placement of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed, erected, placed or altered on such lot and has been approved by the

RECORDING INFORMATION:

Recorded in Official Yamhill County Records

CHARLES STERN, COUNTY CLERK

199512843 11:28am 09/29/95
004 100089639 10 04
1 P82 10 0 50.00 0.00 0.00 0.00 0.00 0.00

Previously Recorded in Instrument No. 1995 12493

Recorded in Official Yamhill County Records

CHARLES STERN, COUNTY CLERK

199515067 2:37pm 11/07/95
004 621388 10 04 0003282
1 P82 10 0 50.00 0.00 0.00 0.00 0.00 0.00
Architectural Control Committee, as designated by Declarants. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct, erect, place or alter a residence on any lot to store construction materials and equipment on said lots in the normal course of construction.

2. **DWELLING SIZE**

The minimum square footage of any home within this subdivision shall be 1,200 square feet for a single level and 1,400 square feet for a multi-level. These minimums are exclusive of garages and open porches.

3. **EASEMENTS**

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

4. **OFFENSIVE ACTIVITIES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. **ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.
6. **SIGNS**

No signs shall be constructed, erected, placed or maintained on any lot (excluding Overlook entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarants or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointee provided the same shall not be a violation of the controlling governmental sign ordinances.

7. **PARKING**

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off-street parking space for at least four vehicles. Garages bays may be counted for the purposes of meeting this requirement.

8. **VEHICLES IN DISREPAIR**

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. **RUBBISH AND TRASH**

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. **TEMPORARY STRUCTURES**

No structure of a temporary character, motor home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.
11. **UTILITIES**

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire, shall be constructed, erected, placed, altered or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.

12. **COMPLETION OF CONSTRUCTION, ERECTION, PLACEMENT OR ALTERATION**

The construction, erection, placement or alteration of any building on any lot, including private lot drainage, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction, erection, placement or alteration so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

13. **LANDSCAPE COMPLETION**

All front, rear and side yard landscaping must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee's approval is obtained.

14. **FENCES AND HEDGES**

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges constructed, erected, placed or altered shall be along the rear lot line and/or along the side lot lines. Said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge or wall shall be constructed,
erected, placed or altered without prior written approval of the Architectural Control Committee.

15. **ANTENNAS AND SERVICE FACILITIES**

No exterior antennas or satellite dishes of any kind shall be permitted. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

16. **EXTERIOR MATERIALS**

Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate contract for purchase of lots in this subdivision. Roofing materials must be cedar shingle, cedar shake, tile or composition shingle (G.A.F.) Timberline Ultra 30 year woodruff limited warranty or like quality. The exterior siding material shall be cedar, stone, bricks, stucco or L.P. lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Windows not facing streets may be approved anodized aluminum. Garage doors can be either of wood or metal construction. In appropriate circumstance the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Overlook.

17. **EXTERIOR FINISH**

The exterior finish of all construction, erection, placement or alteration on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Declarants prior to construction, erection, placement or alteration unless otherwise dictated by the U.S. Postal Service.
18. **WINDOW COVERINGS**

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

**ARTICLE II**

**ARCHITECTURAL CONTROL COMMITTEE**

1. **ARCHITECTURAL REVIEW**

No structure, including storage shelters, shall be commenced, constructed, erected, placed or altered on any lot until plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee's consent is required.

(a) **MAJOR CONSTRUCTION**

In the case of initial or substantial additional construction, erection, placement or alteration of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A Plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant
materials. The parking strip shall be included in the landscaping plan.

The Architectural Control Committee shall render its decision with respect to the proposal after it has received all required materials.

The Design Review Committee shall issue its opinion or notify the lot owner of its objections within ten (10) days from the date of a complete submission of all plans and specifications by the lot owner.

(b) MINOR WORK

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

2. ARCHITECTURAL CONTROL COMMITTEE DECISION

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarants intend for the subdivision. Considerations such as siding, shape, size, color, design, height, impairment of the view from other lots within this subdivision or other effects on the enjoyment of other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarants may from time to time appoint. The Declarants shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.

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4. LIABILITY

Neither the Architectural Control Committee nor any member thereof shall be held 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 by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. ACTION

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6. NONWAIVER

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

7. EFFECTIVE PERIOD OF CONSENT

The Committee’s consent to any proposed work shall automatically be revoked one year after issuance unless construction, erection, placement or alteration of the work has commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE III

GENERAL PROVISION

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or
the order of revocation or termination and which is signed by the seventy-five (75) percent of the owners of the lots in Overlook.

2. **ENFORCEMENT**

In the event of any violation of any of the provisions of this declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

3. **SEVERABILITY**

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

4. **LIMITATION OF LIABILITY OF DECLARANTS**

Neither Declarants nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarants in performing its duties or rights hereunder, provided that Declarants have, in accordance with actual knowledge possessed by them, acted in good faith.
IN WITNESS WHEREOF, the undersigned, being Declarants herein, has hereto set his hand this 25th day of September, 1995.

A & T Development Company

David Mickey

State of Oregon

County of Yamhill

I, Sheryl Lutz, a Notary Public for the State of Oregon, hereby certify that on the 26th day of September, 1995, personally appeared before me A & T Development Company, who being duly sworn did acknowledge the execution of the foregoing instrument to be their free and voluntary act.

Sheryl Lutz
Notary Public for Oregon
My Commission expires: 9-6-98

I, Sheryl Lutz, a Notary Public for the State of Oregon, hereby certify that on the 26th day of September, 1995, personally appeared before me David Mickey, who being duly sworn did acknowledge the execution of the foregoing instrument to be his free and voluntary act.

Sheryl Lutz
Notary Public for Oregon
My Commission expires: 9-6-98
AMENDMENT TO
OVERLOOK ADDITION
PROTECTIVE COVENANTS: CONDITIONS & RESTRICTIONS

WHEREAS, Protective Covenants: Conditions and Restrictions for Overlook Addition were executed by the declarants on September 22, 1995; and

WHEREAS, said Protective Covenants: Conditions and Restrictions were recorded in the real property records of Yamhill County, Oregon, on September 29, 1995, Instrument No. 1995 12943 and re-recorded on November 7, 1995, Instrument No. 1995 15067; and

WHEREAS, none of the lots contained in Overlook Addition as it appears in the plat recorded in Book 4, Page 156-159 of the plat records of Yamhill County have been conveyed to any third person, and are currently owned by the declarants; and

WHEREAS, declarants desire to amend the Protective Covenants: Conditions and Restrictions as they pertain to Overlook Addition, in certain particulars.

NOW, THEREFORE, the undersigned declarants, hereby agree, and consent to the below described amendment to the Protective Covenants: Conditions and Restrictions and certify that the amendment is made in accordance with ORS 94.590, and unanimous consent of all owners to this amendment has been obtained and acknowledged by signatures affixed hereto.

AMENDED PROVISIONS

Article I, Paragraph 7 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to parking, shall be amended as follows:

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-camper and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. No appears of any kind will be allowed on any recreational vehicle stored behind the approved six foot fences. Each dwelling must have off-street parking space for at least four vehicles. Garage bays may be counted for the purposes of meeting this requirement.

Article I, Paragraph 13 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to antennas and service facilities, shall be amended as follows:

No exterior antennas shall be permitted. Satellite dishes of twenty-four inch diameter or less may be allowed but must be installed so as not to be visible from the street and all satellite dish locations must be approved by the Architectural Control Committee before installation. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.
Article I, Paragraph 16 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to exterior materials, shall be amended as follows:

Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate Contract for purchase of lots in this subdivision. Roofing materials must be cedar shingle, cedar shake, tile or twenty-five (25) year Three Tab roofing. The exterior siding material on the front of each improvement shall be cedar, stone, bricks, stucco, or lap siding. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted on the front of the residences, and shall only be permitted on the sides and rear of the residences, except corner lots where it shall be allowed on only two sides. Windows shall be wood or approved vinyl. Exterior doors shall be wood, approved vinyl or metal. Garage doors can be either of wood or metal construction. In appropriate circumstances the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Overlook.

Article II, Paragraph 1 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to architectural review, shall be amended as follows:

No structure, including storage shelters, shall be commenced, constructed, erected, placed or altered on any lot until plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations. In all cases, the Architectural Control Committees' consent is required.

Subsection 1(a) shall remain unchanged except at the top of page 7 there is a reference to Design Review Committee which should be modified to read Architectural Control Committee.

Article II, Paragraph 5 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to action, shall be amended as follows:

Except as otherwise provided herein, any two members of the Architectural Control Committee shall have the power to act on behalf of the Committee without the necessity of consulting the remaining members of the Committee but shall document all such actions in writing with copies provided to all members of the Committee.

PAGE 2

AMENDMENT
Article III, Paragraph 1 of the above-described Protective Covenants: Conditions and Restrictions, pertaining to term and amendment, shall be amended as follows:

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Until one (1) year after completion of construction of all dwellings on all building sites within this project, these declarations or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by four of the five members of the Architectural Control Committee. After one (1) year after completion of the construction of all dwellings on all building sites within this project, these declarations or parts thereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the seventy-five percent (75%) of the owners of the lots in Overlook.

All remaining provisions of Protective Covenants: Conditions and Restrictions not expressly or by implication revoked or amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being declarants and owners of all lots contained in the Overlook Addition, have hereunto set their hands this ____ day of February, 1996.

A & T DEVELOPMENT COMPANY, L.L.C.,

By: Stan Anundson

[Signature]

David Mickey

STATE OF OREGON
County of YAMHILL

Personally appeared before me this 20th day of February, 1996, Stan Anundson, of A & T Development Company, L.L.C., and acknowledged the foregoing instrument to be his voluntary act and deed.

Sheriff

Notary Public for Oregon
My commission expires: 3-6-98

*NOTARY PAGE ATTACHED

PAGE 3: AMENDMENT
STATE OF OREGON  
)
County of YAMHILL  
)
§§

Personally appeared before me this 20 day of February, 1996, David Mickey,
and acknowledged the foregoing instrument to be his voluntary act and deed.

OFFICIAL SEAL

SHERYL LUTZ
NOTARY PUBLIC-OREGON
COMMISSION NO. 836098
MY COMMISSION EXPIRES: FEBRUARY 8, 1998

Sheryl Lutz
Notary Public for Oregon
My commission expires: J-6-98

PAGE 4/ AMPENDMENT
OVERLOOK ADDITION
AN R-2 SUBDIVISION

IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, WILAMETTE MERIDIAN,
CITY OF McMinnville, Yamhill County, Oregon
IN THE JAMES W. HAVENBECK DONATION LAND CLAIM No. 46
SEPTEMBER 21, 1995

SHEET 4 of 4

NOTE: PURSUANT TO CITY OF McMinnville ORDINANCE No. 4285, PARK
FEES SHALL BE PAID BY EACH LOT AT TIME OF APPLICATION FOR
BUILDING PERMIT.

DECLARATION
KNOW ALL PERSONS BY THESE PRESENTS THAT A & T DEVELOPMENT COMPANY, LLC, FIRST MORTGAGE BANK, AS BENEFICIARY TO
DEED OF TRUST INSTRUMENT NO. (7726), DATED JULY 10, 1995 AND JANE E. WOODLEY, THE SPOUSE OF JAY W.
WOODLEY, THE GRANTOR AND REAL ESTATE DEVELOPING ENTITIES WHO HERETOFOR HAVE CAUSED THE
SAME TO BE PREPARED AND PLATTED IN CONSIDERATION OF THE AMOUNT OF $400,000,000.00, WHICH AMOUNT HAS BEEN
PAID OR IS TO BE PAID BY THE PURCHASERS OF THE LANDS CONVEYED HEREIN, ARE THE LEGAL SELLERS
OF THE LANDS OF SIGHT AND LEGAL DESCRIPTION HEREIN CONVEYED, WHICH LANDS TO BE CONVEYED AND
DEVELED IN THE MANNER AND FORM DESCRIBED IN THE TERMS OF THE CITY OF McMinnville ORDINANCE,
AS A PART OF THE OVERLOOK ADDITION, AND ARE DOMESTIC CORPORATIONS IN AND FOR THE STATE OF
OREGON.

I, JAY W. WOODLEY, THE LEGAL SELLER OF THE LANDS CONVEYED HEREIN, AS MORE FULLY DESCRIBED IN THE
DEED OF TRUST INSTRUMENT NO. (7726), DATED JULY 10, 1995 AND JANE E. WOODLEY, THE SPOUSE OF JAY W.
WODLEY, THE GRANTOR AND REAL ESTATE DEVELOPING ENTITIES WHO HERETOFOR HAVE CAUSED THE
SAME TO BE PREPARED AND PLATTED IN CONSIDERATION OF THE AMOUNT OF $400,000,000.00, WHICH AMOUNT HAS BEEN
PAID OR IS TO BE PAID BY THE PURCHASERS OF THE LANDS CONVEYED HEREIN, ARE THE LEGAL SELLERS
OF THE LANDS OF SIGHT AND LEGAL DESCRIPTION HEREIN CONVEYED, WHICH LANDS TO BE CONVEYED AND
DEVELED IN THE MANNER AND FORM DESCRIBED IN THE TERMS OF THE CITY OF McMinnville ORDINANCE,
AS A PART OF THE OVERLOOK ADDITION, AND ARE DOMESTIC CORPORATIONS IN AND FOR THE STATE OF
OREGON.

ACKNOWLEDGEMENT

COUNTY OF YAMHILL
STATE OF OREGON

WOODLEY, THE LEGAL SELLER OF THE LANDS CONVEYED HEREIN, WHO ARE DOMESTIC CORPORATIONS IN AND FOR THE STATE OF OREGON, PERSONAL REPRESENTED IN AND WHO EXECUTED THE ABOVE DECLARATION.

APPROVALS

T. JULIAN
T. JULIAN

INTERIOR CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 410.15, THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN
CORRECTLY SET WITH PREPARED MONUMENTS. AN ATTEST AND HAS BEEN PREPARED REGARDING THE SETTING OF
SIGHT MARKERS AND IS RECORDED BY T. JULIAN, YAMHILL COUNTY SHERIFF.

YAMHILL COUNTY SHERIFF