DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS FOR PACIFIC HILLS ESTATES

THIS DECLARATION is made on the date set forth below by the undersigned, referred to in this document as "Declarant."

WHEREAS, Declarant desires to subject the Property as defined in this Declaration to certain protective covenants, conditions, and restrictions for the benefit of the Property and its present and subsequent owners as specified, and will convey the Property subject to them;

NOW, THEREFORE, Declarant declares that all of the Property is and shall be held and conveyed upon and subject to the protective covenants, conditions and restrictions set forth in this Declaration; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These protective covenants, conditions and restrictions shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and shall inure to the benefit of and be limitations upon all future owners of the Property, or any interest in it.

Article I
Definitions

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Declarant" means and refers to Cascade Pacific Development LLC, an Oregon limited liability company, and its successors and assigns.

2. "Dwelling" or "Dwelling Unit" shall include both the main portion of any residence intended to be occupied by one family as a dwelling and all projections therefrom including the attached garage.

3. "Lot" shall mean any plot of land upon the recorded plat of PACIFIC HILLS ESTATES, including any future lot created by any further partition thereof.
4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit or Lot, including persons or entities buying on contract, but excluding those having interest merely as security for the performance of an obligation, or occupying the premises as a lessee or tenant of the Owner.

5. "Property" shall refer to Lots 1 through 43, inclusive, and Tracts A and B, PACIFIC HILLS ESTATES, Willamina, Yamhill County, State of Oregon.

6. "Tract A" shall mean the portion of Pacific Hills Estates denominated as Tract A on the plat, which is dedicated to the purpose of storm water detention for water quality control.

**Article II**

**Building Standards**

1. **Land Use and Building Type.** The primary use for each Lot shall be for residential purposes. No residential building shall be erected, altered, or placed on any Lot other than one single-family dwelling not to exceed two stories in height and an attached private enclosed garage for not less than two automobiles. For purposes of the height restrictions in this section, a daylight basement or basement garage shall be counted as a story. All automobile garages shall be enclosed. No carports are allowed to be constructed or placed upon the Property. No mobile homes or modular homes may be moved to or erected upon any Lot.

2. **Exterior Standards.** All exterior walls of all dwellings and garages shall be completely finished with concrete impregnated siding, wood siding, vinyl siding, brick or stone. No T-111 siding may be used on any side of a building that faces a street. No stucco or synthetic stucco product may be used. Exterior finishes and paint shall be of earth tone colors. Bright colors and pastels are prohibited.

3. **Fences.** Owners shall maintain all fences in good condition and repair. All fences located on property lines between Lots shall be maintained at the mutual expense of the Owners whose Lots adjoin the fence. This Section 3 does not obligate Owners to construct new fences or to replace or retain existing fences, provided no fence separating adjoining Lots shall be demolished without the consent of both Owners whose Lots adjoin the fence. No fence adjoining Tract A may be removed except in conjunction with its immediate replacement.

4. **Landscape Installation.** The initial Owner of each Lot after Declarant shall complete the installation of landscaping throughout the Owner's Lot within 90 days following the sale of the Lot to the initial Owner, weather permitting. All landscaping shall be completed in compliance with applicable ordinances and zoning requirements.

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Article III
Property Use Restrictions

1. Maintenance. Each Owner shall maintain the Lot, landscaping and improvements located thereon in a clean and attractive condition and in good repair, carefully retaining the natural features of the landscape, and making no excavation or fill or any change in the natural or existing surface drainage of a Lot without the written consent of the adjoining Owner(s).

2. Rubbish and Trash. Each Owner shall keep any garbage, trash, or other refuse in covered containers, and shall keep such containers screened from the view of the neighboring Lots. No part of the Property may be maintained as a dumping ground for rubbish, trash, garbage, or any other waste, nor for storage of any materials except in a site-obscuring enclosure. Any compost piles shall be kept neat and well-controlled.

3. Parking. There shall be no parking by anyone of trailers, campers, motor homes, trucks (larger than one ton pickup trucks or vans), boats, tractors or any other like equipment whose primary purposes is for a use other than personal transportation on any Lot except in a fully enclosed garage. Private automobiles and permitted small trucks shall be parked inside the garage or on the driveway thereto, and in no other location on any Lot. The other above-proscribed vehicles may be temporarily parked, for loading and unloading purposes only, for a period not to exceed 24 hours. Such temporary activities shall not be abused nor occur on a regular basis. This prohibition shall apply not only to the Owner, but the Owner’s guests and invitees.

4. Noxious or Offensive Activity. No noxious or offensive or unsightly conditions shall be permitted upon any Lot nor shall anything be done or placed upon any Lot which interferes with or jeopardizes the enjoyment or becomes a nuisance to other Owners. The parking of any inoperable motor vehicle or other equipment on the Property outside a fully enclosed garage or other structure is prohibited.

5. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any Dwelling Unit, fence, or other improvement upon the lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except as follows: An owner may erect one sign advertising the Lot for sale or rent, of a size not exceeding three feet square. An owner may erect a political sign advocating election of one or more candidates or support or opposition to a political party, issue or proposal, provided any such sign shall not be erected more than sixty (60) days in advance of the election to which it pertains and must be removed within two (2) days after the election. Declarant is exempt from the provisions of this section as to its marketing activities.

6. Seasonal Lighting. Owners may erect exterior seasonal lighting displays (including non-lighting elements of seasonal displays) no more than thirty (30) days
before the holiday to which the display pertains, and Owners must remove the displays no more than twenty (20) days after the holiday.

7. **Pets; Livestock; Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs, and other generally recognized household pets of a reasonable number. No more than four (4) adult animals may be kept on a single Lot. Owners are responsible to clean up after their pets' waste in the Property. No animal may be allowed to run at large within the Property.

8. **Nonresidential Uses.** No commercial, institutional, or other non-residential use shall be conducted on any lot if the activity would be observable outside of the Dwelling Unit, or if the activity is in violation of applicable zoning ordinance or use regulations, or if the use creates a need for additional parking. This Section 6 does not restrict the right of Owners to maintain professional personal libraries, keep personal business or professional records or accounts, or to handle owners' personal business or professional telephone calls and electronic communications in the Owners' Dwelling Units.

**Article IV**

**Provisions Relating to Tract A**

1. **Ownership.** Each deed from Declarant to the next Owner of each every lot shall include therein the conveyance of an undivided one forty-third (2.32558%) interest in Parcel A as tenant in common with the Owners of each other lots. All subsequent deeds, contracts, trust deeds, and any other instruments made by an Owner of any Lot reflecting a transfer of any interest in the Lot shall apply equally to the Owner's interest in Tract A. No Owner may convey any interest in Tract A, or in the Owner's Lot separate from the Owner's interest in the other.

2. **Maintenance.** The Owners shall maintain and repair Tract A and the improvements on it at their mutual expense. Each Lot shall be responsible for 2.32588 percent of the total cost of maintenance and repairs. Any Owner shall be entitled to reimbursement from the other Owners to the extent the Owner incurs more than the Owner's allocated share of the expenses for maintenance and repair of Tract A. The periodic repairs contemplated include (without limitation) repair and replacement of the fence surrounding Tract A, clearing any debris or other items obstructing the flow of storm water out of Tract A, and replacement of vegetation as needed. All Owners have equal responsibility for undertaking necessary maintenance and repair activities. If an Owner fails to pay the Owner's share of expenses required under this paragraph upon not less than 20 days' written notice from an Owner entitled to reimbursement, the Owner seeking reimbursement shall be entitled to enforce the Owner's remedies by legal action against the defaulting Owner or Owners, as permitted in this Declaration.
Article V
General Provisions

1. **Enforcement.** The Declarant or any Owner shall have the legal standing to enforce, by proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Declaration. Failure by the Declarant or any Owner to enforce any such restriction, conditions, or covenant shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.** Invalidation of any of these protective covenants, conditions or restrictions by Judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

3. **Term.** This Declaration shall run with the land with respect to the Property and shall be binding upon and inure to the benefit of all the Owners until amended or revoked in the manner provided herein.

4. **Amendment.** Prior to the completion and sale of all Lots from the Declarant to the first purchasers, this Declaration may not be revoked. Provided, however, during that time, the Declaration may be amended by duly recording an instrument which contains an agreement signed by Declarant and 100 percent of the Owners. Following completion and sale of all Lots from the Declarant to the first purchasers, this Declaration may be revoked or amended only by duly recording an instrument which contains the agreement to revoke or to amend, signed by not less than 75 percent of the Lot Owners.

5. **Limitation of Liability of Declarant; Declarant’s Temporary Easement for Access.** Under no circumstances shall Declarant have any liability to any Owner or tenant, lessee, guest or invitee of the Owners. Each Owner, for himself/herself and his/her heirs and assigns, hereby covenants and agrees to indemnify and hold Declarant harmless from any such claims, losses or liabilities, including costs and attorney fees incurred by Declarant in defending any legal action based upon Declarant’s performance of duties under this declaration, unless it is finally held by the court that Declarant, with actual knowledge, acted in bad faith. Declarant, its successors and assigns, shall retain a temporary easement, for itself, its agents, contractors, and subcontractors for access across all Lots for ingress and egress to any construction area in the Property. The easement exists for as long as Declarant owns any Lot. Declarant shall be responsible to restore the Lots to their preexisting condition insofar as is feasible, upon conclusion of its construction activities. Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Dwelling Units on the Property.

6. **Attorneys’ Fees.** In the event Declarant or an Owner institutes suit or action to enforce or interpret the terms of this Declaration, or to restrain any violation thereof, and in the event that the defendant against whom such proceedings are instituted does not prevail in the suit or action, the defendant shall be personally liable as the losing party to
pay to the prevailing party all costs and attorney fees incurred thereby, including attorney fees incurred before filing the suit or action that relate to the same subject matter, and those costs and fees incurred in the trial court and the appellate court proceedings. The prevailing party shall be entitled to an award of all such costs and fees as part of the judgment awarded.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHT, IF ANY UNDER ORS 197.362. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.920 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 1977.352.

DATED this 6th day of November, 2007.

CASCADE PACIFIC DEVELOPMENT LLC.

William A. Nuess, Manager

By William A. Nuess, Manager

STATE OF OREGON )
County of Yamhill ) ss.

ACKNOWLEDGED before me by this 6th day of November, 2007 as their voluntary act and deed by William A. Nuess, as manager of Cascade Pacific Development LLC.

Notary Public for Oregon
After recording return to:

ZB properties

12006 SW Garden Place

Portland, Or 97223

Yamhill County Official Records 201402823
PR-CRPR 03/14/2014 12:05:49 PM
Stn=4 MILLSA $10.00 $11.00 $5.00 $20.00
2Pgs $46.00

Brian Van Bergen - County Clerk

AMMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS FOR PACIFIC HILLS ESTATES

Recorded January 15, 2008 as instrument number 200800661

Article I

1. "DECLARANT" shall be assigned to WEST ONE HOMES, INC. an Oregon Corporation

Article II

1. Exterior Standards. Authentic stucco shall be permitted, synthetic stucco or EIFS shall not be permitted.

Article III

1. Maintenance. In the event an owner fails to maintain their lot in an attractive and maintained condition, adjoining owners shall be permitted to clean up and maintain the property that is in disrepair at their own expense or an expense equally shared by all owners. The property in disrepair or lacking maintenance shall be assessed for these maintenance costs.

2. Parking. Owners' shall be permitted to park RV's, boats, trailers and alternate vehicles on their own lots on designated parking pads that are located behind a wood fence or wood gate that is a minimum of 6 feet in height.
3. **Pets; livestock; poultry.** No more than 2 adult animals may be kept on a single lot. All pets must be kept within the fenced area of owners property. Any animals not in fenced area must be restrained by a leash or other device and monitored by owners presence. Excessive barking or noise by pets is not permitted.

ZB Properties LLC, a limited liability Company  
By: Stephen P. Zimmer, Member

STATE OF Oregon )ss.  
County of )  
This instrument was acknowledged before me on this 13 day of March, 2013  
by Stephen P. Zimmer as Member of ZB Properties LLC, on behalf of the limited liability company.

Notary Public for Oregon  
My commission expires:
SURVEYOR’S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE PROPERTY DESCRIBED IN DOCUMENT NO. 2005-22235, YAMHILL COUNTY DEED RECORDS.

BOUNDARY RESOLUTION BASED ON CS 12141.

SURVEYOR’S CERTIFICATE

1. Dan L. Gilbert, Do hereby certify that I have correctly surveyed and marked with proper monuments the land represented on the attached Subdivision plat situated in the Northwest 1/2 of Section 1, Township 8 South, Range 7 West, Willamette Meridian, City of Yamhill, Yamhill County, Oregon, which is more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap scored "Riverside Eng." located on the south right of way line of Fifth Street, said point also being the northeast corner of Lot 1, Block 8, "Valley View Estates," and to an initial point on the following described tract, thence north 79°10'35" East along said south right of way line of Fifth Street a distance of 759.95 feet to a point at the southwest corner of the intersection of said Fifth Street and Church Road, thence south 199°05'20" East along the west line of said church road a distance of 115.64 feet to a point at the northeast corner of Lot 3, Block 6, "Valley View Addition," thence south 299°11'25" West along the north line of said Lot 3 a distance of 210.00 feet to a point at the northwest corner of said Lot 6, thence south 319°45'35" East a distance of 100.00 feet to a point at the northeast corner of Lot 4, Block 6, said plat of "Valley View Addition," thence south 89°13'25" West a distance of 180.00 feet to the northwest corner of Lot 6, Block 6, said plat, thence north 119°40'20" West a distance of 100.00 feet to the northwest corner of Lot 7, Block 6, said plat, thence south 79°11'25" West a distance of 325.61 feet to a point at the most northwest point of said plat, thence north 149°18'31" West a distance of 435.42 feet along the east line of Block 6, said Valley View Addition to the initial point containing 8.41 acres more or less.

PLAT NOTES

1. All lots bounded by public streets are subject to an 8 foot wide utility easement along the property line dividing lots 15 and 16 as shown on sheet 1.

2. This development is to be served by the City of Yamhill Municipal Water System.

3. The City of Yamhill Water Service is to be provided.

4. "Tract A" is a public storm drainage easement benefiting lots 1 through 43.

5. "Tract B" is a private access and utility easement benefiting lots 22 and 23. The ownership of the underlying fee will vest equally with lots 22 and 23.