Declaration of Covenants, Conditions and Restrictions

And General Description of Plan Development

for ROLLING ACRES ESTATES

This declaration made this 10th day of August, 1996, by SUNNYSIDE CONSTRUCTION & DEVELOPMENT, INC., an Oregon Corporation, and CLASSIC TOUCH HOMES, INC., an Oregon Corporation, herein called Declarant. Declarant is owner of all the land in Rolling Acres Estates, a duly recorded plat in the City of Dundee, County of Yamhill, State of Oregon, recorded in Book 196, Page 426, Plat Number 001014 of the plat records of Yamhill County, Oregon in connection with said plat and dedication, do hereby declare that for the use of each and all of the lots, the following protective covenants are hereby established.

Land Use and Building Type

Applicable to all lots, no residence shall be constructed or maintained on any lot or building site other than one single-family dwelling, not to exceed two stories in height, together with an attached garage for not less than two cars. No residence shall have a total floor space of less than 1200 square feet, exclusive of garages, if the residence consists of one story. Residences having two stories or daylight basements shall have not less than 900 square feet on the main floor level. Split level residences (i.e. tri-level) shall be considered a one story dwelling within the meaning of this covenant. No home subject to these covenants shall have less than 1200 square feet total living space, exclusive of garages.

Roof and Siding Type

All residences must have a composition 3-tab, wood shake or tile roof. Double wall construction with wood siding or stucco will be required on the front facade of the dwelling. Brick and stone are permitted on the exterior walls with the exception of any imitation type brick or stone products.

Plan and Exterior Color Approval

Complete plans or adequate sketches, specifications and exterior color selection must be submitted to the Developer for approval prior to the start of construction. All colors must not be in conflict with adjacent properties.
Completion and Occupancy Time
Construction of the dwelling shall be substantially completed within six months from start of construction. No dwelling shall be occupied until it is deemed substantially complete and occupancy permit by City of Dundee has been issued.

Nuisance and Animals
No noxious or offensive activity shall be carried on any lot, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No animals of any kind shall be bred or raised for commercial purposes, nor shall any owner have unreasonable number of animals which constitute a nuisance to the other owners.

Antennas
No television or like antenna shall be allowed on said premises. This includes TV Dishes, C. B. Radio or standard TV antennas.

Fences
There shall be no windbreak, hedge or fence of any kind which is higher than six feet above the level of the ground. Said fence shall not impair visibility in any case and must be maintained properly at all times.

Sidewalks
Sidewalks are to be provided pursuant to the City of Dundee specifications. Said sidewalks will be installed by each builder during the construction of each house. All frontage that is adjacent to or abuts a public thoroughfare shall be sidewalked.

Upkeep and Occupancy
The owner of a unit shall keep it in good repair, at his own expense, and shall maintain it in such a way that it will not interfere with the rights of the other owners. There shall be no commercial activity of any kind by the residents or their assigns on the premises and no owner shall maintain any sign or other advertising device upon the house except for the purpose of advertising the property for lease or sale.

Temporary Structures or Moving of Residences
No structures of a temporary character, such as a basement, tent, shack, garage or trailer shall be used as a residence at any time. No residence shall be moved onto any lot from another lot or locations. There shall be no installation of basketball backboards or hoops on the residence structure. However, a commercially made basketball hoop may be mounted on a professionally installed pole along the side of the structure or the back yard of same. No homemade hoops or backboards are allowed.

Garbage and Refuse Disposals
No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. All refuse must be kept in sanitary containers or other equipment for the storage or disposal of such material and shall be maintained in a clean and sanitary condition.
Parking and Storage of Equipment

Parking and storage of boats, trailers, truck-campers, motor homes and like equipment shall be allowed so long as they are kept in the side yard (i.e., along side the garage), and behind the front elevation of said residence and within the scope of the following exceptions:

(a) Unless equipment is wholly confined in an enclosed portion of the buildings as defined in this covenant.

(b) No equipment or automobile owned, rented, borrowed or under the control of the occupant of the dwelling located on the lot shall be allowed to be parked on the driveway servicing the dwelling or on public streets adjacent thereto for the purpose of repairs, maintenance and convenience of ingress and egress to a permanent storage area for a period not to exceed five (5) days in any one twenty (20) day period. No cars are to be disabled and/or worked on for a period exceeding five (5) days in any one twenty (20) day period.

(c) Equipment owned by others who are guests of the occupants of the building shall be allowed to be parked in the driveway servicing the dwelling or on public streets adjacent thereto for a period not to exceed fourteen (14) days in any one thirty (30) day period.

However, any kind of cover for the storage of equipment as stated in this section shall not be constructed within the lot setbacks or without City building approval.

Term

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date of recording, and shall be automatically extended for successive ten (10) year periods. However, if at any time it appears to the advantage of this subdivision that the covenants and restrictions herein set forth should be altered, then and in that case, any change desired may be made by recording an instrument setting forth said change executed as follows:

(a) During the development and building period, any change desired shall be by special permission granted by the Declarant and by an instrument signed and recorded by him.

(b) After the development and building period or five (5) years from the date this declaration is recorded, whichever occurs first, any desired change shall be made by recording an instrument setting forth said change signed by a majority of the then owners of the lots in said subdivision.

Enforcement

Each owner shall strictly comply with all laws of the City of Dundee, State of Oregon and Yamhill County and with every rule of the administrative agencies which are now or may be in effect. Each owner or occupant of a unit shall comply with the
provisions of the Declaration. Failure to comply with any such provisions or rules shall
be grounds for an action for injunctive relief or for such other relief as may be provided
by law, the prevailing party being entitled to attorneys' fees arising out of said dispute or
any legal proceedings resulting therefrom.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed
by its duly authorized officer this _1st_ day of _August_, 1996.

SUNNYSIDE CONSTRUCTION & DEV., INC.

James S. Robinson, President

CLASSIC TOUCH HOMES, INC.

Brian O. Ament, President

State of Oregon

County of Clackamas

On this _1st_ day of _August_, 1996, before me appeared JAMES S. ROBINSON and BRIAN O. AMENT and to me personally known, who being duly
sworn, did say that he, the said James S. Robinson is the president of Sunnyside Construction & Dev., Inc., and Oregon Corporation, and the said Brian O. Ament, is the
president of Classic Touch Homes, Inc., an Oregon Corporation, and that the said
instrument was signed on behalf of said corporations by authority of its Board of
Directors and they acknowledge said instrument to be the free act and deed of said
Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year last written above.

Catherine D. Greene
Notary Public for Oregon

My commission expires: _1/19/98_

9-12-96
AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND GENERAL DESCRIPTION OF PLAN DEVELOPMENT
FOR ROLLING ACRES ESTATES

This amendment made this 7th day of May, 1997, by SUNNYSIDE CONSTRUCTION &
DEVELOPMENT, INC. and CLASSIC TOUCH HOMES, INC., both Oregon
Corporations, herein called Declarant. Declarant is owner of all the land in Rolling
Acres Estates, a duly recorded plat in Yamhill County, Oregon, recorded on
September 12, 1996, at 12:29 PM, Plat Number 199614941 of the plat records of
Yamhill County, Oregon, in connection with said plat and dedication, do hereby declare
that for the use of each and all of the lots, the following protective covenants are hereby
AMENDED. All other covenants, conditions and restrictions not amended shall remain
the same.

ANTENNAS
No television or like antenna shall be allowed on said premises. This includes
CB Radio or standard TV antennas. No TV satellite dishes larger than 18" is allowed.
Said dishes shall be installed so as to be reasonably hidden from view.

LANDSCAPING
Front yard landscaping shall be completed within six months of occupancy of
said residence.
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer this 4th day of May, 1997.

SUNNYSIDE CONSTRUCTION & DEV., INC.

James S. Robinson, President

CLASSIC TOUCH HOMES, INC.

Brian O. Ament, President

State of Oregon ) ss.
County of Clackamas 

On this 9th day of May, 1997, before me appeared JAMES S. ROBINSON and BRIAN O. AMENT and to me personally known, who being duly sworn, did say that he, the said James S. Robinson is the president of Sunnyside Construction & Dev., Inc., an Oregon Corporation, and the said Brian O. Ament is the president of Classic Touch Homes, Inc., an Oregon Corporation, and that the said instrument was signed on behalf of said corporations by authority of its Board of Directors and they acknowledge said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year last written above.

NOTARY PUBLIC FOR OREGON

My commission expires: 10-04-97

Page 2 of 2
AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND GENERAL DESCRIPTION OF PLAN DEVELOPMENT
FOR ROLLING ACRES ESTATES

This amendment is adopted this 25th day of September 1998, by Sunnyside Construction and Development, Inc., an Oregon corporation, and Classic Touch Homes, Inc., an Oregon corporation (the "Declarant").

RECITALS

The Declaration of Covenants, Conditions and Restrictions and General Description of Plan Development for Rolling Acres Estates was recorded on the 12th day of September, 1996 in the Deed Records of Yamhill County, Oregon, as Fee No. 199614941 (the "Declaration").

The Declaration provides that it may be amended by the Declarant during the development and building period. The project is still in the development and building period and the Declarant has adopted the following amendment to the Declaration in the best interests of Rolling Acres Estates. This amendment is intended to supersede and replace any contrary provision in the Declaration.

AMENDMENT

The owners of lots described on Exhibit A shall be permitted to install any man-made siding, including, without limitation, vinyl siding, on the exterior of the dwellings constructed on said lots.

It is hereby certified that the foregoing amendment has been approved and adopted by the Declarant as provided in the Declaration.

Dated this 25th day of September, 1998.

Page 1 - AMENDMENT TO THE DECLARATION
SUNNYSIDE CONSTRUCTION & DEV., INC.
an Oregon Corporation

Bruce A. Ament, Vice President

CLASSIC TOUCH HOMES, INC.
an Oregon Corporation

Brian O. Ament, President

STATE OF OREGON  ss.  September 23, 1998
County of Clackamas

Personally appeared before me the above-named BRUCE A. AMENT, who, being duly sworn, did say that he is the Vice President of SUNNYSIDE CONSTRUCTION & DEVELOPMENT, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

JEANNETTE A. GALE
Notary Public for Oregon

STATE OF OREGON  ss.  September 23, 1998
County of Clackamas

Personally appeared before me the above-named BRIAN O. AMENT, who being duly sworn, did say that he is the President of CLASSIC TOUCH HOMES, INC., an Oregon corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

JEANNETTE A. GALE
Notary Public for Oregon

Page 2 - AMENDMENT TO THE DECLARATION
## EXHIBIT “A”

**Rolling Acres Estates, Dundee, Oregon**

**Yamhill County**

<table>
<thead>
<tr>
<th>Legal Description</th>
<th>Street Address</th>
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<tr>
<td>Lot 4, Rolling Acres Estates</td>
<td>744 6th Street SE, Dundee, OR</td>
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<td>Lot 8, Rolling Acres Estates</td>
<td>844 6th Street SE, Dundee, OR</td>
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<td>Lot 11, Rolling Acres Estates</td>
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Rolling Acres Estates

A SUBDIVISION OF PARCEL 1, PARTITION PLAT 85-58
SITUATED IN THE S.W. 1/4 OF SECTION 25, T.35S., R.5W., W.M.
CITY OF DUNDEE, YAMHILL COUNTY, OREGON

MAY 1986
DUNDEE DOCKET NO. 10 85-4

DECLARATION:

The declarants state that the land described in the accompanying surveyors certificate, and depicted on the accompanying map of Rolling Acres Estates, has been surveyed and plotted into lots and streets with dimensions as shown on said map in accordance with the provisions of Chapter 41 of Oregon Revised Statutes. The streets are dedicated to the public forever. The property platted herein is subject to existing and created easements as shown and noted herein and is also subject to conditions noted under plat notes.

JAMES W. DOWNS, PRINCIPAL SURVEYOR
ASSOCIATED LAND SURVEYORS, INC.

ACKNOWLEDGMENT:

STATE OF OREGON
COUNTY OF Yamhill

STATE OF OREGON
COUNTY OF Yamhill

APPROVALS:

APPROVED

APPROVED

APPROVED

APPROVED

APPROVED