This Declaration, made this 23rd of March 1970 by Wallace H. Toste.

WHEREAS, the above named declarant is the owner of certain real property described as SUN RIDGE, YAMHILL COUNTY, OREGON.

A lawful subdivision.

WHEREAS, the aforesaid owner desires to declare to the public Peace of his intention to sell said property as aforesaid under certain restrictions, conditions, covenants and agreements. No old buildings shall be moved on said real property. No gasoline or offensive trade shall be entered upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All buildings exterior shall be completed and painted within one and one-half years from the time construction is commenced.

No mobile homes may be used as a residence.

All animals must be reasonably controlled to avoid their being a nuisance to other homeowners. All homesites will be maintained in a reasonably neat manner with no rubbish, and all unused automobiles will be adequately housed. There shall be no storage of cars, boats, trailers or any other equipment on streets or easements. All of the above mentioned equipment cannot be kept or stored in front of, or beside any residence.

All one level dwellings must have a minimum of 1500 square feet of living area on the main level. A two story dwelling must have a minimum of 2500 square feet of living area, with no less than 1200 square feet on the main level. Living area is not to include basements.

No buildings, permanent or temporary, may be located within 50 feet of the front property lines or 20 feet from the side property lines or the back property lines. All buildings not attached to the dwelling must maintain a 7.5 foot setback from the front line and a 50 foot setback from all other property lines.

An easement of 45 feet on the north, east, and south boundary lines of SUN RIDGE is to be used by property owners for access to all. The inside boundary of said easement must be used for the property line in relation to setback restrictions. If fences, gates, or obstructions shall be constructed or moved onto said easement without written approval of two-thirds of the property owners in area of SUN RIDGE.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until March 23rd 1990, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed to terminate or amend said covenants, conditions and restrictions in whole or in part of the owners not less than two-thirds in area of the whole of said property. If the parties hereto, or any of them or their assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in SUN RIDGE to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or either to prevent him or them from so doing or to recover damages or other dues for such violations.
Done this 23rd day of March 1970.

William H. Yost

Jane Yost

STATE OF OREGON

County of Yamhill

March 23, 1970

Personally appeared the above named WALLACE H. YOST and JANE YOST, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me:

M. M. Krueger
Notary Public for Oregon
My commission expires: 8-20-72

STATE OF OREGON,

County of Yamhill,

I, JACK BEERER, County Clerk, for said County and State, do hereby certify that the within instrument of writing was received and has been hereunto recorded on page 278 of Volume 53 of the Records of ..... for said County, on this 14th day of April, A.D. 1971, at 3:00 o'clock, P.M.

In testimony whereof I have hereunto subscribed my name and affixed my Official Seal.

JACK BEERER, county Clerk

By: Glen Forbes, Deputy
DECLARATION OF RESTRICTIONS

THE UNDERSIGNED are the record owners and parties in interest of all of the real property known as SUN RIDGE SUBDIVISION located in Yamhill County, Oregon, which property is more particularly described in Exhibit A attached hereto and made a part hereof. We do hereby make the following declaration of restrictions covering SUN RIDGE SUBDIVISION specifying that the declarants shall constitute covenants to run with all of the land and shall be binding on all persons claiming under us or under our successors and assigns and we do hereby state that these restrictions shall be for the benefit of and limitations upon all future owners or said real property.

PURPOSE. The undersigned hereby create an association of homeowners to maintain and repair the streets and roads which run through the property and to install, maintain and operate street lights within the property and to perform such other services as will mutually benefit the property. The homeowners association, through its board of directors shall be vested with the power to enforce this declaration of restrictions and to carry out the purposes of the association. The homeowners association shall be operated as a non-profit association and no part of the income of the association shall be distributable to its members, directors or officers.

VOTING. In carrying out the purposes of this association, the undersigned agree to be bound by the rules and regulations established from time to time by the board of directors comprised of three persons who are members of the association. Upon all matters submitted to the membership and in the election of directors each person who is an owner by deed or a purchaser by contract of a lot within Sun Ridge Subdivision shall have one vote, provided, however, that in the case of joint ownership of 1 lot, the joint owners shall be considered as a single voting unit and entitled to one vote only for each lot so jointly owned.

Each member of the association shall have an interest in all of the property of the association as is represented by the ratio of the number of votes to which such member is entitled to the total number of lots within Sun Ridge Subdivision.

BOARD OF DIRECTORS. One director shall be elected each year from the membership for a term of three years (except for the initial election at which time three directors shall be elected and the three so elected shall determine the initial term of office by lot). The annual election shall be held on the first Monday of December in each year for a three year term commencing on the first day of January of the following year.

QUALIFICATION FOR MEMBERSHIP. The sole qualification for membership in the association shall be ownership of one of the lots described herein or the right to purchase a lot under a duly recorded real estate contract. When such qualification ceases because of sale of the property, membership of such member shall terminate.

ANNUAL ASSESSMENT. Each lot described herein shall be subject to an annual charge or assessment.

A. Amount of Assessment. Said annual charge or assessment, when imposed, shall be uniformly applied upon and against each lot and the whole thereof. The amount shall be as determined from time to time by the board of directors, but, in no event shall it be more than $10.00 per year; provided, however, that the
association, when authorized to do so by an affirmative vote of at least 70% of the members of the association, may increase the annual charge or assessment.

B. Levy of Assessment. The right to collect and enforce the levy of such charge or assessment, including interest thereon, and to expend the same shall be vested in the board of directors.

C. Assessment Date. Each annual charge or assessment shall accrue on the 1st day of July of each year commencing in 1970. The annual assessment shall cover the period commencing July 1 and ending June 30 of each year and shall be due and payable on the 15th day of November in each year in which it is fixed, and if not paid by said date shall be delinquent and bear interest at the rate of 6% per annum.

D. Collection of Delinquent Assessments. Following delinquency, a statement of the amount of the charge for assessment together with interest thereon which has become delinquent shall be filed in the office of the Yamhill County Clerk. The aggregate amount of such assessment with interest shall constitute a lien on the entire lot with respect to which it is fixed from the date the notice of delinquency is filed in the office of the Yamhill County Clerk and continuing until the same is released as provided herein. Such lien may be enforced by the association in the manner provided by law with respect to foreclosure of a lien on real property. In the event of foreclosure of such lien the property owner shall be liable for the costs and disbursements, including attorney fees of the association, all of which costs, disbursements and fees shall be secured by said lien.

E. Satisfaction of Assessment Liens. Upon payment in full of any delinquent charge or assessment together with interest, fees and costs, the association shall execute and file with the Yamhill County Clerk a proper release of lien securing the same.

F. Conditions Binding upon Successors and Assigns. The purchaser of the property whether by deed or real estate contract, shall become personally obligated to pay such charges or assessments, including interest, upon the lots purchased or agreed to be purchased and shall thereby become subject to the rights and powers of the association to institute proceedings for collection of such charges, assessments and interest and the enforcement of the lien securing the same. Such right and power shall run with the land so that the successor owner of record of any portion of said property or the holder or holders of any real estate contract or agreement for the purchase thereof shall in turn become liable for the payment of such charges or assessments together with interest, fees and costs on delinquent assessments.

TERM OF THE COVENANT. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years, after which time the covenants shall
be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

RECORDATION. This agreement, when properly executed by all of the parties shall be recorded in the deed records of Yamhill County, Oregon.

SEVERABILITY. Invalidation of any of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

NON-WAIVER. A failure, either by the board of directors or by the owners, their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall, in no event, be deemed a waiver of the right to so thereafter.

AMENDMENT. This declaration of restrictions may be changed, modified or terminated and additional real property may be bought within the coverage of these restrictions by written instrument executed by not less than three-fourths of the members of the association. The instrument changing, modifying or terminating this declaration of restrictions shall be recorded in the deed records of Yamhill County, Oregon.

RIGHT OF INSPECTION. Any director or agent of the home-owners association may, at any reasonable time following prior notice enter upon the real property of the undersigned in order to carry out the purpose of the association.

Done this 24 day of June, 1970.

Wm. H. Yost

JANE YOST

STATE OF OREGON

County of Yamhill

June 24, 1970

Personally appeared the above named WALLACE H. YOST and JANE YOST, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

[Signature]

Wm. H. Yost

Notary Public for Oregon
My Commission expires: 8-21-22

5201
CERTIFICATE

I, Thomas L. Tye, being first duly sworn, say that SUN RIDGE was correctly surveyed and marked with proper monuments as represented in the survey map. The map was signed at the time of execution by the surveyor. It was returned by the County Surveyor.

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

I, THOMAS L. TYE, being first duly sworn, do hereby acknowledge the truth of the foregoing.

DEDICATION

Be it known by these presents that we, the undersigned, FRED A. ANDERSON, HARVEY BAKER, and WALLACE E. WYATT, do hereby dedicate the above described and marked parcel of land, for the purpose of providing a public park and playground.

DATED this 25th day of July, A.D. 1976

[Signature]

[Signature]

[Signature]