CC&R's FOR SUNNYCREST ESTATES

STRUCTURES PERMITTED

No structures shall be erected or permitted to remain on any Lot except one single-family structure containing a dwelling unit and structures normally accessory thereto and except for any structures existing on the Lot on the date of this declaration. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, a shelter or port for the protection of such swimming pool, tennis court, sport court, or structure for the storage of a boat and/or camping trailer for personal use, provided the location of any such structure is in conformity with the applicable governmental regulations and the structure is compatible with the dwelling structure constructed on such Lot. No mobile or manufactured homes are permitted within the property. Nothing in this section shall be deemed to prohibit construction of a residence on a Lot in accordance with this Declaration, nor the storage during the course of construction or construction materials and equipment on the Lot as may be necessary for such construction. A barn for animals will be permitted. 30 x 40 feet is a reasonable size for a barn for personal use or for shop space. Any outbuilding to be completed in eight months, from the start of construction.

RESIDENTIAL USE

Lot shall only be used for single-family residential purposes. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot except as allowed by the local jurisdiction. Nothing in this paragraph shall be deemed to prohibit (a) units, (b) the right of Declinity or any contractor or home builder to construct dwelling units on any Lot to store construction materials and equipment on such Lots in the normal course of construction, and (c) the right of the Owner of a Lot to maintain the professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, clients or customers in his dwelling unit.

MAINTENANCE OF STRUCTURES AND GROUNDS

Each Owner shall maintain their Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitations, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. In addition, each owner shall keep shrubs, trees, grass and planting of every kind on their Lot neatly trimmed, properly cultivated, and free of trash, weeds and other unsightly material. In addition each Owner shall be responsible for maintaining that portion of property between their actual property boundary and the paved road surface. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Each Owner shall be responsible to remove any dirt or debris from the road surface immediately, caused by excess of their Lot, including but not limited to themselves, contractors and invitees.

VEHICLES IN DISREPAIR

No Owner shall permit any vehicle which is in extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street within the subdivision for a period in excess of forty-eight (48) hours.

SIGNS

No signs shall be displayed to the public view on any Lot or Improvement, except on professionally made sign of not more than six (6) square feet advertising such property for sale. The restriction contained in this paragraph does not apply to signs used by a builder during the construction and sales period and shall not prohibit the temporary placement of "political" signs on any Lot by the Owner.
RUBBISH AND TRASH

No lot shall be used as a dumping ground of trash or rubbish of any kind. All garbage and other waste shall be kept in an appropriate sanitary container for proper disposal and out of public view. Yard markings, dirt and other materials resulting from landscaping work shall not be dumped onto streets and no large piles of debris shall be allowed to accumulate on any lot. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction. The building area shall be kept reasonably clean and in workmanlike order during the construction period.

LANDSCAPE COMPLETION

All landscaping must be completed to a minimum of cultivated grass within 120 days from the date of substantial completion of the dwelling unit constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

TEMPORARY STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Parking of one motor home per lot is permitted, but not to be used as a residence.

FENCES, HEDGES AND PLANTINGS ALONG LOT LINES

No fence shall exceed six (6) feet in height from the finishing lot grade on the highest side. Steel or wire mesh fencing is permitted. Metal sheet and plywood fences are prohibited. Hedges or other solid screen planting may be used as lot line barriers.

SERVICE FACILITIES

Service facilities (garbage, fuel tanks, clothes-lines, etcetera) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdiction or public utility companies. Utilities to existing homes can stay as is.

ANTENNA AND SATELLITE DISH

Exterior antennas and satellite receiver and transmission disk shall not be permitted to be placed on the roof of any structure. Any such facility shall not protrude forward of the rear of the dwelling, this does not include satellite dishes two feet or smaller, or antennas on existing dwellings.

DWELLING SIZE AND HEIGHT

The total floor area of a dwelling, exclusive of open porches and garage, shall be no less than 1750 square feet for a single story dwelling. A two-story dwelling shall have a minimum ground floor square footage of not less than 1000 square feet and a total square footage of not less than 1750 feet. No building may exceed two and one-half (2.5) stories in height.
BUILDING SETBACKS

Dwelling shall be situated on Lots according to applicable law and setback requirements in effect for Yamhill County.

EXTERIOR FINISH

Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, stucco or a combination of these. Manufactured horizontal lap siding is allowed. Vinyl siding is also allowed. Exterior trim, fences, doors, railings, decks, eves, gutters, and the exterior finish of garages or outbuildings larger than 100 square feet shall be designed, built and maintained to be compatible with the exterior of the residence they adjoin. Barns and shops can have T-111 or metal siding. Finishes must be kept in good repair.

ROOFING

Cedar, tile, architectural composition or metal roofing is allowed.

EXEMPTION FOR EXISTING STRUCTURES

No structure in existence on the Property on the date of recording of this Declaration shall be deemed to be in violation of the restrictions contained herein so long as such structure continues in existence, notwithstanding the fact that such structure might otherwise be in violation of this Declaration.

AMENDMENT AND REPEAL

This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within the Property and the Owners thereof for an initial period of thirty (30) years commencing with the date on which this document is recorded. Thereafter, this Declaration shall continue to run with the land and be and remain in full force and effect at all times with respect to all property within the Property and the Owners thereof for successive additional periods of ten (10) years each. The continuation from the initial or any additional period by a written, recordable instrument signed by owners owning a majority of the Lots within the Property, and which instrument shall only be in effect when recorded in the record of Yamhill County, Oregon. These restrictions may be amended at any time and from time to time, by an instrument in writing signed by Declarant so long as Declarant is in ownership of over 25 percent of the Lots of record, and then afterwards by three-fourths of the then owners of record of said property, which said written instrument shall become effective upon its recording in the office of the county recorder of Yamhill, State of Oregon.

JOINT OWNERS

In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act of consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

LESSEES AND OTHER INVITEES

Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner’s use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been permit the by the Owner themselves.

ENFORCEMENT

Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the
right to do so thereafter. In the event suit or actions is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal or petition for review of such suit or action, in addition to any other sums provided by law.

NONWAIVER

Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

This instrument will 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 or planning department to verify approved uses.

This agreement shall constitute a covenant and restriction running with the land and shall be binding upon the undersigned, who are the legal owners of the real property, and shall bind their heirs, assigns and legal representatives.

[Signature]
Mike Willadsen President
Coyote Homes, Inc.

STATE OF OREGON )

) ss.

County of Yamhill )

On this 22nd day of October, 1997 before me appeared Mike Willadsen, being to me personally known, who being duly sworn, did say that he is the Representative of Far West Development, Inc., an Oregon Corporation, and that the seal affixed to said instrument is the Corporate seal of said corporation and that the instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said Corporation.

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

[Signature]
Janet L. Winder Notary Public
For Oregon

My commission expires: 5/19/01