DECLARATIONS OF CONDITIONS AND RESTRICTIONS
ON SUNRISE PEAKS ESTATES SUBDIVISION, COUNTY OF YAMHILL, STATE OF OREGON

KNOW ALL MEN BY THESE PRESENTS that Willamette Pacific Land Co. is the owner of that tract of land known as Sunrise Peaks Estates Subdivision, a duly recorded plat in the County of Yamhill, State of Oregon, and does hereby certify and declare that the following reservations, conditions, covenants, agreements and restrictions shall become and are hereby made a part of all conveyances of property within the said plat and these reservations, conditions, covenants, agreements and restrictions shall become a part by reference and to which shall apply thereupon as fully and to the same effect as if set forth at large therein.

These restrictive covenants will run with the land until April 1, 2008 and will be automatically extended for an additional 10 year period except that anytime they can be amended or terminated by the written agreement of the owners of 70% of the lots. Each lot will equal one vote.

No building or structure shall be hereinafter erected, altered, or enlarged within this subdivision except for family dwellings and accessory buildings consisting of garages, carports, private greenhouses, swimming pools, stables, barns and other structures incidental to residential use, save and except temporary structures used for incidentals to construction work.

All houses constructed within the tract shall have a minimum ground floor area, exclusive of open porches and garages, of not less than 1750 square feet. If the house is to be two or more stories not including basements, the main floor may be reduced to 1300 square feet. No structure will be higher than three stories above average ground level.

No outdoor overhead wire or service drop for the distribution of electrical energy shall be erected, placed or maintained. All service wires to connect their premises and the structures built thereon to the underground electrical, TV cable and telephone utility facilities shall be underground. There will not be a radio tower or TV antenna higher than 5’ above the rooftop. Any satellite dish or antenna will be concealed with a fence or an enclosure.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which shall or may detract from its value as a private residential subdivision.

Pets and farm animals may be kept on the premises. They must be contained on their owners land and they must be limited in number, maintained in clean healthy quarters and kept reasonably quiet so that they are not a nuisance to the neighbors.

No dwelling shall be occupied permanently or temporarily prior to 100 percent completion. Any dwelling shall be fully completed within one year from start of construction. Applies to exterior only. Plywood siding, composition or architectural metal roofs may be used only with the approval of 70% of the owners of the lots. Each lot will equal one vote.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, camper or other outbuildings, shall at any time be used as a residence either temporarily or permanently.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, ashes, or other waste.

Automobiles not in immediate running condition, unused automobiles, motor homes, trailers, or boats will not be allowed on any lot or parked in front of any lot except if they are in fully enclosed structure. Recreational vehicles may be temporarily left exposed for guests or loading and unloading.

No firearm is to be fired in this subdivision. No motorcycles, trail bikes, motor bikes or any other type of motorized vehicle may be used on the roads or on the property in this subdivision except for transportation and not recreation.

STATE OF OREGON

COUNTY OF YAMHILL

I hereby certify that the within instrument was executed and duly recorded by me in Yamhill County, Oregon, COUNTY CLERK

COUNTY CLERK
See attached Exhibit A showing building envelopes, tree and building heights provided to protect the view for some of the lots.

ENFORCEMENT: Enforcement of these reservations, conditions, covenants, agreements and restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the reservations, conditions, covenants, agreements and restrictions contained herein. In any such proceedings, relief may be sought to restrain violation or to recover damages or to compel compliance with the reservations, conditions, covenants, agreements and restrictions contained herein.

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

IN WITNESS WHEREOF, the declarant above named has hereunto set his hand and seal this 10th day of March, 1988

WILLAMETTE PACIFIC LAND CO.

James E. Miller

Robert C. Miller

Lila G. Miller

Elizabeth Miller

STATE OF OREGON

COUNTY OF YAMHILL

Be it remembered, that on this 10th day of March, 1988, before me the undersigned, a notary public in and for said county and state, personally appeared the within named James E. Miller, Lila G. Miller, Robert C. Miller, Elizabeth Miller, known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and notarial seal the date and year above written.

Notary Public for Oregon
My Commission Expires: 9/22/90