DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUSAN ESTATES
(a Yamhill County, Oregon subdivision)

THIS DECLARATION made this 3rd day of December, 1981 by DAVID W. HARPER ("Developer"),

RECITALS:

Developer is the owner of the real property described on Exhibit "A" of this Declaration and desires to create a subdivision with permanent roadways, water and utility installations for the benefit of said property. All said property on Exhibit "A" shall hereinafter be referred to as the "Property."

Developer desires to provide for the preservation and enhancement of the Property values, amenities and opportunities in said Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of any lot thereof.

PAGE 1. DECLARATION OF COVENANTS AND RESTRICTIONS
NOW, THEREFORE, the Developer declares that the Property described on Exhibit "A" and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Susan Estates Association, its successors and assigns, comprising all owners of lots.

Section 2. "Builder" shall mean a licensed Oregon building contractor who purchases a lot for the purpose of building a living unit thereon for persons known or unknown or contracts to build a home for a lot owner.

Section 3. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended by an Amended Declaration.

Section 4. "Developer" shall mean and refer to William L. Rice and David W. Harper, their successors or assigns, or any successor or assign to all or part of their interest in the development of the Property.

Section 5. "General Plan of Development" shall mean that plat as publicly distributed, approved by appropriate
governmental agencies and recorded, and this Declaration, which shall represent the total general scheme and general uses of land within the boundaries of the Property, as such may be amended from time to time.

Section 6. "Living unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to each and any of the plots of land shown upon any recorded subdivision map of the Property or any lot approved by all required governmental agencies.

Section 8. "Occupant" shall mean and refer to the occupant of a living unit who shall be either the owner or a lessee who holds a written lease having a term of over twelve (12) months.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation.

Section 10. The "Property" shall mean and refer to all real property which becomes subject to the Declaration together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof or by contract.
ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Yamhill County, Oregon, and is more particularly described on Exhibit "A."

Section 2. Additions to Existing Property. Added property may become subject to this Declaration by the Developer, its successors and assigns, who shall have the right to bring within the scheme of this Declaration the additional property such as is approved by the appropriate governmental agencies having jurisdiction thereof.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee interest, undivided fee interest in any lot or purchaser in possession under a land sale contract, shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee of a living unit constructed on any lot who holds a written lease having a term of over twelve (12) months shall be a member of the Association, to the exclusion of the lessor. There can be only one member for one lot. No member can opt out of his right, privileges, duties or obligations in whole or part. All
occupants and owners shall be governed and controlled by the Declaration.

Section 2. Voting Rights. The Association shall have two classes of voting members:

(a) **Class A.** Class A members shall be all persons designated in Section 1 hereof and each shall be entitled to one vote for each lot owned.

(b) **Class B.** The Class B member shall be the Developer and shall have two (2) votes for each lot owned.

**ARTICLE IV**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

(a) General assessments or charges; and

(b) Special assessments for capital improvements.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Such lien may be reduced to writing, executed by the President or Vice-President and Secretary or Treasurer and filed in the Mortgage Records of

PAGE 5. DECLARATION OF COVENANTS AND RESTRICTIONS
Yamhill County, Oregon. Such lien shall exist and be foreclosed in the manner pursuant to Chapter 88 of the Oregon Revised Statutes or subsequent successor statutes pertaining thereto.

Each such assessment, together with interest thereon, attorneys' fees and total costs of collection thereof, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment fell due as well as a lien on his respective lot.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, and in particular for the improvement, maintenance, repair, replacement, addition and operation of the common area and facilities and any road, pedestrian way, sewer, water and utility installations privately owned by the Association.

(b) Basis for Assessment. Each lot which has been conveyed to an owner shall be assessed at the uniform rate of one for each living unit zoned or available to be built on the lot. For the purposes of assessment, the term "owner" shall exclude the Developer or the builder who purchases a lot for the purpose of and reasonably soon commences constructing improvements thereon. The
uniform assessment rate shall not be based on the size of the lots owned.

(c) Method of Assessment. By a vote of two-thirds (2/3rds) of the owners, the owners shall fix the annual assessment upon the basis provided above. The owners shall set the date(s) such assessment shall become due. The owners may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, upon the default in the payment of any one or more installments, the entire balance of said assessment may be accelerated at the option of the owners and be declared due and payable in full together with interest at the highest rate permitted by law and attorneys' fees and costs as provided in Section 9 hereof.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next ten (10) succeeding years for the purpose of deferring in whole or in part, the cost of any construction, reconstruction, addition, repair or replacement of a capital improvement upon the common area, including fixtures or personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the owners and the Class B member.
Section 4. Date of Commencement of Annual Assessments. The first annual assessment provided for herein shall commence when the owners shall declare. The pro rata annual assessment thereafter shall commence with respect to a lot within the Property on the day of conveyance of said lot to an owner who is not the Developer or Builder, or upon substantial completion of a living unit by a Builder. The monthly assessments on any lot shall be collected in the first instance at the time of permanent loan closing on the living unit or substantial completion of construction if no loan is taken out. A full month's assessments shall be collected for the month of closing, if, in fact, there is any assessment payable at that time. All pro rata annual assessments will be paid on the first of each month thereafter. Special assessments shall run with the land and be paid by a new owner or builder as herein set out.

Section 5. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, upon resolution of the Association, may bear interest from the due date at a percentage rate no greater than the current statutory maximum allowable interest rate or as set by the Association. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose a lien upon the Property. No owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.
Section 6. Subordination of the Lien to Mortgages. The lien assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage given for fair consideration. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a prior recorded mortgage shall extinguish the assessment lien and such assessment as to payments which became due prior to the foreclosure decree or appointment of a receiver in said foreclosure. No sale or transfer shall relieve such lot for liability for any assessments thereafter becoming due thereon, irrespective of when assessed. A statement executed and dated by the Secretary of the Association as to sums due by an owner or occupant which is or may become a lien against a lot shall bind the Association. The term "mortgage" shall include "trust deeds".

Section 7. Exempt Property. The following Property subject to this Declaration shall be exempted from assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local authority and devoted to public use; or

(b) A utility company for utilities serving the benefit of the lot owners.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use or to agricultural farming or to tree farming shall be exempt from said assessment, charge or lien.
Section 8. Annual Budget. By two-thirds (2/3)rd's vote of all the owners, the Association may adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

Section 9. Attorney’s Fees and Costs. In any suit or action brought by any member, the Association, or a first lienholder to enforce any of the terms, provisions or restrictive covenants of the Declaration, the prevailing party shall be entitled to his costs and disbursements and reasonable attorney’s fees in such suit or action or in any appeal thereof.

ARTICLE V
USE AND PROPERTY CONTROL

Section 1. Association Board. The Association shall have a Board of Directors consisting of three (3) members. The majority of votes at any meeting of owners shall elect the Board, and Developer may be members thereof. One (1) member of the Board shall serve for one (1) year, one (1) shall serve for two (2) years, and one (1) member shall serve for three (3) years on the initial Board, and thereafter at the end of each member’s term, a new three (3) year director shall be elected. The initial directors shall adopt Bylaws of the Association, and the Bylaws may be amended at any meeting called for the purpose of amending the Bylaws with a vote of two (2) or more directors in favor. Meetings of the Board called for any purpose, unless by unanimous call of all three (3) directors, shall require five (5) days.
written notice. Members of the Association must meet at least once a year.

Section 2. Purpose. The Board shall regulate the external design, appearance, use, location and maintenance of the Property and all the improvements thereon, in such a manner as to preserve and enhance lot values and farming and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Conditions. Except in those cases where the lot or lots are used for agricultural or tree farming:

(a) No improvement, alteration or change of exterior paint color, excavations, changes in grade, new construction, exterior additions or changes, roofing, fences, hedges, landscaping or other work which in any way alters or changes the exterior of the Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer to an owner shall be made or done without the prior approval of the Board, except as otherwise expressly provided in this Declaration. No building, fence, pool, hedges, landscaping, wall, residence or other structure shall be commenced, constructed, planted, maintained, improved, modified or altered, made or done, nor may any soil be moved or removed, trees cut, exteriors of structures
painted, patios built, elevation or nature of  
rooflines modified, siding or roof be replaced, 
chimneys or smokestacks erected without the prior 
written approval of the Board.

(b) Radio transmission or receiving aerials 
or antennas (including television) may be 
installed only with prior permission of the Board. 
The erection, location and design of all mailbox 
and newspaper receptacles shall be approved by the 
Board.

(c) Any changes in the exterior of a home or 
other approved building, including color, 
materials, alterations, additions, etc. must have 
prior approval of the Board. The Board also 
reserves the right to require owners of homesites 
where construction has not taken place to 
reasonably maintain the appearance of said lot on 
request, or to pay the Association for such 
maintenance if the request is not acted on by the 
owner and/or builder.

(d) Landscape plans shall be submitted to 
the Board for approval and the design of that 
portion of the yard facing the street must be 
approved by the Board before the home is occupied. 
No tree or shrub may be cut down or removed with- 
out the approval of the Board. The Board may 
require a uniform type of fence construction

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around a portion of the perimeter of the lot, living unit or outbuildings, or along the front portion of the lot or driveway, and may further require a uniform paint or stain color for said fences throughout the entire subdivision.

Section 4. Home Plan Approval.

(a) One set of complete blueprints of the living unit and all structures in relation thereto shall be submitted to the Board for approval. Prints must include foundation plan, floor plan, all exterior elevations, location, garage, garbage container placement and landscape plan with the driveway and projected finished grades following back-filling and landscaping. There must be included an architect's, engineer's or geologist's study on said lot approving the building placement and foundation.

(b) In addition, actual samples and/or descriptive information on materials such as brick, stone, siding and roofing as well as exterior color schemes must be submitted. Additional engineering may be requested by the Board. Construction, including excavation, shall not be commenced until the builder and/or owner receives a letter of approval, signed by the chairman, from the Board; one (1) copy of which will be signed by the builder and/or owner and

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retained by the Board along with a complete set of prints. Any material changes made following approval must be submitted to the Board for reapproval. All exterior, foundation, elevation and landscape plans are material; other changes may be material.

(c) Before any well may be drilled on the homesite, its exact location must be designated to the Board and the Board must make approval thereof. No well may be drilled without such approval, which must conform to Article VI, Section 9.

Section 5. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after prints, plans and specifications have been submitted to it in writing, approval will be deemed granted. An application may be made by a potential future owner or his agent.

Section 6. Construction and Inspection.

(a) Following receipt of written approval by the Board for a home on a particular site, the builder shall be permitted to stake the house, garage and driveway location. Within 24 hours after notice, the Board shall then inspect and approve or disapprove the homesite before any tree cutting or grading takes place.

(b) All construction debris, stumps, trees, etc. must be periodically removed from each lot by
the builder and/or owner and such debris shall not
be dumped in any area within the Property
boundaries unless approved in writing by the
Board. Following construction and until the house
is sold and/or occupied, the builder and/or owner
shall keep the house clean and the yard
landscaped.

(c) If, during or after construction, the
Board finds that construction does not comply with
approved plans, it reserves the right to require
conforming changes to be made or to stop
construction. The cost of said changes shall be
borne by the builder and/or owner.

Section 7. Remedies for Failure to Obtain Architectural
Review Board Approval. The Board shall have the power and
authority to order any manner of changes of any improvement,
alteration or other activity for which prior written approval
from the Board is required and has not been obtained or waived.
Waiver can only occur upon the expiration of the thirty (30) day
period after written application has been made to the Board and
no response is obtained pursuant to Article V, Section 5 above.
If an owner fails to comply with the Board's order, the Board may
either proceed to carry out its order or may bring suit for
compliance or stop work or full restitution of the area, as
appropriate. In either event all costs incurred in doing so,
including any attorneys' fees incurred in any trial or appeal
thereof, shall be both a personal obligation of any such owner or

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builder failing to comply with an order of the Board and said
sums may become a lien against said lot of the punitive actor,
which may be filed and foreclosed in the same manner as other
assessments and charges of the Association.

Section 8. Directors' Standard of Duty. In all matters
relating to their duties as the Board of the Association, the
Board must act reasonably and not capriciously.

Section 9. Fire Protection. At such time as a living unit
is built upon each of Lots 4, 5 and 6, Susan Estates, the owner
or builder will, and their successors, assigns, grantees,
personal representatives and heirs shall, construct and maintain
on said lot a fire lane sufficient for emergency fire vehicles to
traverse said lot, west to east, within the public easement
created therefor in the southerly most thirty (30) feet of said
lot.

ARTICLE VI
USE OF PROPERTY

Section 1. Protective Covenants.

(a) Farming. All property currently used
for agricultural or tree farming may continue as
long as the Developer or subsequent owners wish.

(b) Use of the Property. Property may be
reasonably and normally used for agricultural
farming, tree farming or residential use only.

(c) Nuisances. No nuisance shall be per-
mitted to exist or operate upon any Property so as
to be detrimental to any other Property in the vicinity thereof or to its occupants. The decision of the Association as to what is a nuisance is presumptively correct. No normal or reasonable use of the Property, as described in subparagraph (b) above, shall be a nuisance.

(d) Other Restrictions. Upon conveyance of the first lot to an owner, the Board may adopt general rules to implement the purposes set forth in Article V and to interpret the covenants in this Section, including but not limited to rules to regulate antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, fencing and removal of natural vegetation or trees on the Property. Upon or before conveyance of the first lot in any parcel added to the Property, the Board may adopt general rules appropriate to all lots.

(e) Basic Rules. In addition to the foregoing, each lot shall be used, held and conveyed pursuant to the following restrictive covenants and such further rules as the Board shall adopt:

(1) No temporary house, and no temporary or permanent storage building, shack, church, mobile or trailer home or tent shall be erected or placed on any lot or common area. No streets, roads
or driveways shall be open through said lots to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the Board. Dog runs or temporary construction structures may be allowed with the Board's approval.

(2) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, specifications, exterior color and/or finish, plot plan showing the proposed location of such buildings or structures, driveways and parking areas and construction schedules shall have been approved in writing by the Board, its successors or assigns. Refusal or approval of plans, location or specification may be based by the Board upon any reason, including purely aesthetic conditions, which in the sole discretion of the Board shall be deemed sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Board. One copy of all plans and related data shall be furnished to the Board for its records.

(3) Roof colors and materials shall be approved by the Board as stated above. Roof vents and flashing shall be approved by the Board and the vents shall be installed on the back side of the roof behind the ridges as much as is practicable. The exposed part of any retaining wall or exposed basement wall or crawl space under a structure shall be covered with brick, natural stone, veneered with brick, natural stone or other material or shrubbery, if required by the Board.

(4) No lot or any of the common area shall be used as a dumping ground for rubbish, trash, or garbage. 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 to the
neighborhood that is not normal or
reasonable in the use of the Property.
Garbage and trash containers shall be
buried or shall be located abutting rear
sides of the buildings as approved by
the Board. The design and material of
garbage container enclosures shall be in
keeping with the general appearance of
the house and its design shall be
approved by the Board.

(5) Buildings, other than living
units, may be approved by the Board, so
long as they conform to the overall
development of the Property.

(6) Easements are reserved to
Developer, its successors or assigns,
for easements and maintenance of
utilities, as necessary, over, under and
through all lots on the Property.

(7) No advertising signs,
billboards, or high and unsightly
structures shall be erected on any lot
or displayed to the public on any lot,
or parcel except after written
permission of the Board is obtained.

(8) The grounds of each lot
(whether vacant or occupied) shall be
maintained in a neat and attractive
condition. Upon the failure of any
owner to maintain his lot (whether
vacant or occupied) in a neat or
attractive condition, the Association
may, after ten (10) days notice to such
owner, enter upon such lot and have the
grass, trees, shrubs and other
vegetation cut or trimmed, debris
removed, when and as often as the same
is necessary in its judgment, and may
have dead trees, shrubs and other plants
removed therefrom. Such owner shall be
personally liable for the reasonable
costs of any cutting, removing of
debris, clearing and maintenance
described above and liability for the
amounts expended for such cutting,
clearing and maintenance shall be a
permanent charge and lien upon such lot.
(9) Wells placed upon each lot must be five hundred (500) feet or greater from wells placed on another lot, and any plan of the Board of Directors concerning well placement on the various lots shall be absolute and binding as to all members. Placement of any outbuildings or pumps, whether at the well site or otherwise, and subject only to the requirements of reasonable and prudent engineering standards, will be under the absolute control of the Board.

(10) If anyone bound to observe and comply with these protective covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for any other three (3) separate persons owning three (3) lots subject to these covenants to prosecute any proceeding at law or in equity against such violator to prevent or to recover damages for the Association for such attempt or violation. Said persons cannot sue to obtain a declaration of rights hereunder or to change or modify any provision hereof. This paragraph does not change the rights of the Association or the Board to enforce said rights.

(11) Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(12) The failure of the Association or the Board to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or as a relinquishment in the future of the enforcement of any such terms, covenants, conditions, provisions, or agreements. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement, shall not be deemed a waiver of such breach.
and no waiver by the Association or the Board of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the Board. It is intended that the Association or the Board can enforce any violation hereof and force a removal or correction of improper structures at any time whether any member knew or should have known of the violation.

(13) Zoning and building regulations applicable to the Property subject to this Declaration, shall be observed. In the event of any conflict between any provision of such zoning or building restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

(14) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described Property. Enforcement of these covenants and restrictions shall be by the Association, by private proceedings, lien filings, or proceedings at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any lot to enforce any lien created hereby; and the failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by an action at law or exclusively by recovery of damages. This remedy is in addition to all others granted herein.
(f) **Rules Amendments.** The restrictive covenants in Subsection (e) and such other rules as the Association or the Board may adopt may be amended by a majority of votes of all owners, provided said amendment is consented to by the County of Yamhill, Oregon. All such general rules and any subsequent amendments thereto shall be executed by the Board and placed in the Book of Resolutions, and recorded in the Deed Records of Yamhill County, Oregon.

(g) **Exceptions.** The Board may issue temporary permits to exempt any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures of the County of Yamhill, Oregon.

**Section 2. Maintenance of Property.** Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering and mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon, as provided, herein, the Association, after notice to the owner as provided in the Bylaws,
shall have the right to enter upon said lot to correct drainage
and to repair, maintain and restore the lot and the exterior of
the buildings and any other improvements thereon. All costs
related thereto may be collected by the Association in the same
manner as set out in Article V, Section 7.

Section 3. Utility Easements. There is hereby created a
blanket easement upon, across, over, through and under the
above-described premises for ingress, egress, installation,
replacement, repair and maintenance of all utility and service
lines and systems including, but not limited to water, sewers,
gas, telephones, electricity, street lights, television, gates,
cable or communication lines and systems. By virtue of this
easement it shall be expressly permissible for the Developer or
the providing utility or service company to install and maintain
facilities and equipment on said Property, to excavate for such
purposes and to affix and maintain wires, circuits and conduits
on, in and under the roofs and exterior walls of said residences
providing such company restores disturbed areas to the condition
in which they were found. Notwithstanding anything to the
contrary contained in this paragraph, no sewers, electrical
lines, water lines or other utility service lines or facilities
for such utilities may be installed or relocated on said Property
except as programmed and approved by the Developer, prior to the
conveyance of the first lot in the Property to an owner, or by
the Board thereafter. This easement shall in no way affect any
other recorded easements on said premises. This easement shall
be limited to improvements and utility installations as
originally constructed or repairs, replacements and modifications thereof.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, provided the Association still has the control and jurisdiction over the common area.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by the Class B member until two-thirds (2/3rds) of the total lots in the Property are sold to third parties, and thereafter by not less than sixty-six and two-thirds percent (66-2/3%) of the total votes that are eligible to vote at an Association meeting. Any amendment must be recorded in the Deed Records of Yamhill County, Oregon. The Board must sign all amendments properly passed. No amendment may be made without the consent of the County of Yamhill, Oregon.

Section 3. Enforcement. The Association, any owner (pursuant to Article VI, Section 1(e)(10)) or the Developer shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplementary Declarations. Failure to
enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such suit or action and any appeal thereof shall be entitled to reasonable attorneys' fees as may be set by each such court.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Limitations. As long as there is a Class B membership, the Association and Board may not use its resources or take a public position in opposition to the General Plan of Development of the Property or to changes thereto.

IN WITNESS WHEREOF, DAVID W. HARPER has executed this Declaration on the day and year first above written.

[Signature]

DAVID W. HARPER

STATE OF OREGON

County of Multnomah

[Signature]

Personally appeared the above-named DAVID W. HARPER and acknowledged the foregoing instrument to be his voluntary act and}

[Signature]

NOTARY PUBLIC FOR OREGON

My commission expires: 9/1/81

PAGE 25. DECLARATION OF COVENANTS AND RESTRICTIONS
FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUSAN ESTATES
(a Yamhill County, Oregon subdivision)

This Declaration made this 11th day of January, 1987, by DAVID W. HARPER ("Developer").

RECITALS:

Developer is the owner of the real property described on Exhibit "A" of this Declaration and desires to create a subdivision with permanent roadways, water and utility installations for the benefit of said property. All said property on Exhibit "A" shall hereinafter be referred to as the "Property."

Developer desires to provide for the preservation and enhancement of the Property values, amenities and opportunities in said Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of the property and each owner of any lot thereof.

NOW, THEREFORE, the Developer declares that the Property described on Exhibit "A" and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall...
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Section 2. "Builder" shall mean a licensed Oregon building contractor who purchases a lot for the purpose of building a living unit thereon for persons known or unknown or contracts to build a home for a lot owner.

Section 3. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended by an Amended Declaration.

Section 4. "Developer" shall mean and refer to William L. Rice and David W. Harper, their successors or assigns, or any successor or assign to all or part of their interest in the development of the Property.

Section 5. "General Plan of Development" shall mean that plat as publicly distributed, approved by appropriate governmental agencies and recorded, and this Declaration, which shall represent the total general scheme and general uses of land within the
boundaries of the Property, as such may be amended from time to time.

Section 6. "Living Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean and refer to each and any of the plots of land shown upon any recorded subdivision map of the Property or any lot approved by all required governmental agencies.

Section 8. "Occupant" shall mean and refer to the occupant of a living unit who shall be either the owner or a lessee who holds a written lease having a term of over twelve (12) months.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any lot merely as security for the performance of an obligation.

Section 10. The "Property" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof or by contract.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied

PAGE 3. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
subject to this Declaration is located in Yamhill County, Oregon, and is more particularly described on Exhibit "A."

Section 2. Additions to Existing Property. Added property may become subject to this Declaration by the Developer, its successors and assigns, who shall have the right to bring within the scheme of this Declaration the additional property such as is approved by the appropriate governmental agencies having jurisdiction thereof.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record owner of a fee interest, undivided fee interest in any lot or purchaser in possession under a land sale contract, shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee of a living unit constructed on any lot who holds a written lease having a term of over twelve (12) months shall be a member of the Association, to the exclusion of the lessor. There can be only one member for one lot. No member can opt out of his right, privileges, duties or obligations in whole or in part. All occupants and owners shall be governed and controlled by the Declaration.
Section 2. Voting Rights. Each person designated in Section 1 hereof shall be entitled to one vote for each lot owned.

ARTICLE IV
USE AND PROPERTY CONTROL

Section 1. Association Board. The Association shall have a Board of Directors consisting of all Association members, i.e., one for each lot. The initial directors shall adopt Bylaws of the Association, and the Bylaws may be amended at any meeting called for the purpose of amending the Bylaws with a vote of the majority present. A majority of the Association shall meet once a year. If a quorum is not present for an annual meeting, the majority of those present on the second call for an annual meeting will control and pass or reject all action.

Section 2. Purpose. The Board shall regulate the use, location and maintenance of the Property in such a manner as to preserve and enhance lot and structure values, farming, and to maintain the natural vegetation and topography.

PAGE 5. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
Section 3. Aerials. Radio transmission or receiving aerials or antennas (including television) may be installed only with prior permission of the Board.

Section 4. Home Plan Approval. One set of exterior elevations and site location drawings of the living unit and all structures in relation to it shall be submitted to the Board for approval. Approval will be granted, if reasonable, as to all other lots and structures thereon.

Section 5. Procedures. In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after exterior elevation and site location drawings have been submitted to it in writing, approval will be deemed granted. An application may be made by a potential future owner or his agent.

Section 6. Construction and Inspection.

(a) Following receipt of written approval by the Board for a home on a particular site, the builder shall be permitted to stake the house, garage and driveway location. Within seventy-two (72) hours after notice, the Board shall then inspect and approve or disapprove the homesite before any tree cutting or grading takes place.

(b) All construction debris, stumps, trees, etc. must be periodically removed from each lot by the builder and/or owner, and such debris shall
not be dumped in any area within the Property
boundaries unless approved in writing by the
Board.

(c) If, during or after construction, the
Board finds that construction does not comply with
approved drawings per Article IV, Section 4, it
reserves the right to require conforming changes
to be made or to stop construction. The cost of
said changes shall be borne by the builder and/or
owner.

Section 7. Remedies for Failure to Obtain Architectural
Review Board Approval. The Board shall have the power and
authority to order any manner of changes of any improvement,
alteration or other activity based on drawings per Article IV,
Section 4 for which prior written approval from the Board is
required and has not been obtained or waived. Waiver can only
occur upon the expiration of the thirty (30) day period after
written application has been made to the Board and no response is
obtained pursuant to Article IV, Section 5 above. If an owner
fails to comply with the Board's order, the Board may either
proceed to carry out its order or may bring suit for compliance
or stop work or full restitution of the area, as appropriate. In
either event, all costs incurred in doing so, including any
attorneys' fees incurred in any trial or appeal thereof, shall be
both a personal obligation of any such owner or builder failing
to comply with an order of the Board and said sums may become a
lien against said lot of the punitive actor, which may be filed and foreclosed in the same manner as other assessments and charges of the Association.

Section 8. Directors' Standard of Duty. In all matters relating to their duties as the Board of the Association, the Board must act reasonably and not capriciously.

Section 9. Fire Protection. At such time as a living unit is built upon each of Lots 4, 5 and 6, Susan Estates, the owner or builder will, and their successors, assigns, grantees, personal representatives and heirs shall, construct and maintain on said lot a fire lane sufficient for emergency fire vehicles to traverse said lot, west to east, within the public easement created therefor in the southerly most thirty (30) feet of said lot.

ARTICLE V

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Farming. All property currently used for agricultural or tree farming may continue as long as the Developer or subsequent owners wish.

(b) Use of the Property. Property may be reasonably and normally used for agricultural farming, tree farming or residential use only.

(c) Nuisances. No nuisance shall be permitted to exist or operate upon any Property so as to be detrimental to any other Property in the
vicinity thereof or to its occupants. The decision of the Association as to what is a nuisance is presumptively correct. No normal or reasonable use of the Property, as described in subparagraph (b) above, shall be a nuisance. Aerial spraying is not permissible.

(d) Other Restrictions. Upon conveyance of the first lot to an owner, the Board may adopt general rules to implement the purposes set forth in Article V and to interpret the covenants in this section, including, but not limited to, rules to regulate antennas, signs, storage and use of recreational vehicles, and storage and use of machinery on the Property. Upon or before conveyance of the first lot in any parcel added to the Property, the Board may adopt general rules appropriate to all lots.

(e) Basic Rules. In addition to the foregoing, each lot shall be used, held and conveyed pursuant to the following restrictive covenants and such further rules as the Board shall adopt:

1. No temporary house, and no temporary or permanent storage building, shack, church, mobile or trailer home or tent shall be erected or placed on any lot or common area. No streets, roads
or driveways shall be open through said lots to serve adjoining property, except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified, except as approved in writing by the Board. Temporary construction structures may be allowed with the Board's approval.

(2) No clearing, grading, building, fence or other structure shall be erected, placed or altered on any lot or parcel until the proposed building plans, plot plan showing the proposed location of such buildings or structures, driveways and parking areas shall have been approved in writing by the Board, its successors or assigns. Refusal or approval of plans or location may be based by the Board upon any reason, including purely aesthetic conditions, which, in the sole discretion of the Board, shall be deemed sufficient. One copy of the drawings per Article IV, Section 4 and related data shall be furnished to the Board for its records.
(3) No lot or any of the common area shall be used as a dumping ground for rubbish, trash or garbage. 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 to the neighborhood that is not normal or reasonable in the use of the Property.

(4) Easements following property boundary lines are reserved to Developer, its successors or assigns, for easements and maintenance of utilities, as necessary, over, under and through all lots on the Property.

(5) No advertising signs, billboards, or high and unsightly structures shall be erected on any lot or displayed to the public on any lot, or parcel except after written permission of the Board is obtained.

(6) Wells placed upon each lot must be five hundred (500) feet or greater from wells placed on another lot, and any plan of the Board of Directors concerning well placement on
the various lots shall be absolute and binding as to all members. Placement of any outbuildings or pumps, whether at the well site or otherwise, and subject only to the requirements of reasonable and prudent engineering standards, will be under the absolute control of the Board.

(7) Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(8) The failure of the Association or the Board to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or as a relinquishment in the future of the enforcement of any such terms, covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision
or agreement shall not be deemed a waiver of such breach, and no waiver by the Association or the Board of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the Board.

(9) Zoning and building regulations applicable to the Property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning or building restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

(f) Rules Amendments. The restrictive covenants in subsection (e) and such other rules as the Association or the Board may adopt may be amended by a majority of votes of all owners, provided said amendment is consented to by the County of Yamhill, Oregon. All such general rules and any subsequent amendments thereto shall be executed by the Board and placed in the Book of Resolutions, and recorded in the Deed Records of Yamhill County, Oregon.
(g) **Exceptions.** The Board may issue temporary permits to exempt any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures of the County of Yamhill, Oregon.

**Section 2. Maintenance of Property.** Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management.

**Section 3. Utility Easements.** There is hereby created a blanket easement upon, across, over, through and under the above-described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, street lights, television, gates, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities
for such use as may be installed or relocated on said Property, except as programmed and approved by the Developer, prior to the conveyance of the first lot in the Property to an owner, or by the Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements and utility installations as originally constructed or repairs, replacements and modifications thereof.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, provided the Association still has the control and jurisdiction over the common area.

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the total votes that are eligible to vote at an Association meeting have so voted. Any amendment must be recorded in the Deed Records of Yamhill County, Oregon. The Board must sign all amendments properly passed. No amendment may be made without the consent of the County of Yamhill, Oregon.

Section 3. Enforcement. The Association or the Developer shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations now
or hereafter imposed by the provisions of this Declaration, and of any Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such suit or action and any appeal thereof shall be entitled to reasonable attorneys' fees as may be set by each such court.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Limitations. As long as Developer is a lot owner, the Association and Board may not use its resources or take a public position in opposition to the General Plan of Development of the Property, as amended.

IN WITNESS WHEREOF, the owners have executed this Declaration on the day and year first above written.

Dennis J. Mitchell

Carolyn D. Mitchell

STATE OF OREGON

County of Multnomah

ss.

Jan 11, 1965

Personally appeared the above-named Dennis J. Mitchell and Carolyn D. Mitchell, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

Charles K. Woodcock

Notary Public for Oregon

My Commission Expires: 5/19/68

PAGE 16. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS.
Northern Trust Company

STATE OF OREGON
County of Multnomah

Personal appearance of KENNETH L. MEHLIG and GAIL ANN MEHLIG, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON
My Commission Expires: 01/19/86

ROBERT A. ALBIN
LOURRAINE S. ALBIN

STATE OF OREGON
County of Multnomah

Personally appeared the above-named ROBERT A. ALBIN and LORRAINE S. ALBIN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON
My Commission Expires:

JOHN R. ALBIN
CAROL LYNN MEIBY

STATE OF WASHINGTON
County of King

Personally appeared the above-named JOHN R. ALBIN and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR WASHINGTON
Residing at:

PAGE 17. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
STATE OF WASHINGTON  
County of King  

Personally appeared the above-named CAROL LYNN MELBY and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:

[Signature]

DAVID W. HARPER

STATE OF OREGON  
County of Multnomah  

Personally appeared the above-named DAVID W. HARPER and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

[Signature]

ALAN L. GOODMAN

STATE OF OREGON  
County of Washington  

Personally appeared JUDITH C. GOODMAN, husband, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

[Signature]

BLAIR J. WEST

PAGE 18. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
STATE OF OREGON
County of Yamhill

Personally appeared the above-named BLAIR J. WEST and KATHARINE S. WEST, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Craig A. Toepsie

CHRISTINE C. TOEPSER

STATE OF OREGON
County of Yamhill

Personally appeared the above-named CRAIG A. TOEPSER and CHRISTINE C. TOEPSER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON
My Commission expires: 8/15/85

PAGE 19. FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
EXHIBIT "A"

Lot 1, 2, 3, 4, 5 and 6, SUSAN ESTATES, a subdivision in the County of Yamhill and State of Oregon.

This document is being re-recorded to include previously omitted Exhibit "A"
RESTRICTIVE COVENANT

COMES NOW DAVID W. HARPER, the owner of Lots 1, 2, 3, 4, 5, and 6 of Susan Estates, Yamhill County, Oregon, and hereby declares that all said lots will be required to have underground electrical service to each dwelling on said lot and each lot owner will be required to and be responsible for the cost of said electrical service trench and backfill from origin to his or her dwelling.

DATED this 16th day of September, 1982.

DAVID W. HARPER

State of Oregon

County of Multnomah

PERSONALLY APPEARED the above named DAVID W. HARPER and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

STATE OF OREGON

COUNTY OF YAMHILL

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 172 Page 1616

CHARLES S. BERNSTEIN
COUNTY CLERK

FILED

YAMHILL COUNTY, OREGON

Oct 19 11.41 AM '82
CHARLES S. BERNSTEIN
COUNTY DEPUTY
YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 6 and 4 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated the 12th day of January, 1982, of record in Docket No. 5-44-79, Susan Estates in the records of the Yamhill County Planning Department. This release does not affect the obligations of David W. Harper under said agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of October, 1982.

YAMHILL COUNTY

By:  

Title:  

STATE OF OREGON  
County of  

PERSONALLY APPEARED  

who, being duly sworn, did say that he is the  

and that the foregoing instrument was signed in behalf of said County and that said instrument was his voluntary act and deed.

BEFORE ME:

STATE OF OREGON  
County of  

I hereby certify that the within was received and duly recorded by me in Yamhill County records.
RESTRICTIVE COVENANT

COMES NOW DAVID W. HARPER, the owner of Lots 1, 2, 3, 4, 5 and 6 of Susan Estates, Yamhill County, Oregon, and hereby declares that all said lots will be required to have underground electrical service to each dwelling on said lot and each lot owner will be required to and be responsible for the cost of said electrical service trench and backfill from origin to his or her dwelling.

DATED this 16th day of September 1982.

DAVID W. HARPER

State of Oregon )
County of Multnomah )

PERSONALLY APPEARED the above named DAVID W. HARPER and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Notary/Public for Oregon
My Commission expires: 5/5/94

STATE OF OREGON) 06657
County of Yamhill )

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 172 Page 1066

CHARLES STERN
COUNTY CLERK

RESTRICTIVE COVENANT
AGREEMENT

THIS AGREEMENT, made between DAVID W. HARPER, as "Owner" and YAMHILL COUNTY, a political subdivision of the State of Oregon,

NOW, THEREFORE, the parties agree as follows:

1. The Owner owns property described on Exhibit "A" attached hereto and is filing a subdivision for said property known as Susan Estates, Lots 1 through 7, Yamhill County, Oregon. Susan Estates will dedicate in the plat as filed a public roadway which is the extension of Vista Hills Road, which will proceed to a 100-foot cul-de-sac in a portion of Lot 7 of said subdivision.

2. The Owner, within 12 months after recording the plat of Susan Estates or within any four-month period when weather would permit road grading and construction, shall do the following:

   (a) Grade out the existing runoff barrier on the east side of Mallott Road from the cul-de-sac to Vista Hills Road, but omitting any private driveway.

   (b) Ditching along the west side of Mallott Road in the same area, but omitting any private driveway.

   (c) Widening Vista Hills Road to an 18-foot travel surface with appropriate ditching, excepting

PAGE 1 - AGREEMENT
any existing driveway, preferably widening on the
south side of the right-of-way.
(d) Ditching along the north side of
Vista Hills Road, except for existing driveways.
(e) Add graveling to Vista Hills Road with
six inches of 1-1/2 inch minus base rock compacted
in place and two inches of 3/4 inch minus top dressing.

3. The Owner covenants and agrees that he cannot and
will not convey or sell on contract any of lots 1 through 6 until
Vista Hills Road has been constructed and completed with a roadway
per the plans filed with the County's Department of Planning and
Development (1 of 1) for said roadway, all pursuant to the road
construction specifications of the Yamhill County Road Master as
now existing. Owner and a contract purchaser of lot 7 cannot
apply for residential building permits on lots 1 through 7,
Susan Estates until said road is completed. Save and except that
(i) said property may be used or leased by the Owner or purchaser
of lot 7 solely for farming purposes, (ii) the Owner may apply to
the local water district for reservation of water rights per each
subdivided lot and (iii) the Owner may drill a water well
or wells for the property. The Owner shall have said road
construction completed on or before June 30, 1984. Should
Owner convey or sell on contract any of lots 1 through 6, Susan
Estates, before the completion of the said road construction, the
County will sustain great material damage, but the dollar value
of that damage would be difficult to prove. Therefore, if the conditions in the last sentence occur, the parties agree that the County's damage would be $30,000 and said sum shall be (i) liquidated damages to County automatically without the necessity of taking judgment and (ii) a lien on said lots 1 through 6, Susan Estates, including the one(s) conveyed or sold. Arrangements on earnest money receipts wherein Owner remains in possession are not to be deemed conveyances or sales. The damage lien herein is to be considered part of the road construction cost of the development, but County does not have any obligation to use said monies for said construction. Creation of said lien or payment thereof does not relieve Owner of the obligation to construct said road improvements and pay for the said improvements; said covenants and time limit shall be paramount.

4. Owner grants to Yamhill County an easement in gross, 60 feet in width from the terminus of Vista Hills at the cul-de-sac as appearing on the plat of Susan Estates across lot 7 and to the east or south line of lot 7 for the purpose of constructing a public roadway in the future. The selection of the route will be solely in the discretion of Yamhill County.

5. The Owner or purchaser of lot 7 may make application to Yamhill County for a partial release of specific property of lot 7 from the said easement in gross for the sole purpose of construction thereon a home and garage or farm buildings or both and driveways thereto, together with adequate and reasonable
property around such structures. In the discretion of (a) the Director of Planning of Yamhill County, or the successor of said position, and (b) the Road Master of Yamhill County or the successor of said position, such a partial release may be granted; a partial release acknowledged by the two said individuals will be sufficient to release the easement rights from that described portion of lot 7.

6. The Owner will and all subsequent owners, assignees, transferees, purchasers and grantees shall specifically waive any remonstrance or remonstrances to the action of any water district or fire district in either its creation or its assessment of or taxation upon any of the property covered within the subdivision.

IN WITNESS WHEREOF, we have set our hands and seals this 25th day of FEBRUARY, 1982.

DAVID W. HARPER

YAMHILL COUNTY

STATE OF OREGON

) ss.

County of Multnomah

Personally appeared the above named DAVID W. HARPER and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

[Signature]
Notary Public for Oregon
My Commission expires: 3/4/84

PAGE 4 - AGREEMENT
EXHIBIT "A"

The South half of the Southeast Quarter of Section 15, Township 2 South, Range 3 West, of the Willamette Meridian, Yamhill County, Oregon,

EXCEPTING THEREFROM, that portion lying within the plat of VISTA MILLS ACRES,

FURTHER EXCEPTING, that tract deeded to Yamhill County by Deed recorded July 24, 1967 in Deed and Mortgage Film Volume 61 at page 656,

The parcel being purchased consisting net of approximately 68.65 acres.
RELEASE

YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated January 12, 1982, of record in Docket No. S-44-79, Susan Estates in the records of the Yamhill County Planning Department. This Release does not affect the obligations of David W. Harper under said Agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11/28 day of January, 1983.

YAMHILL COUNTY

By: ________________________________

Robin Ramblet, Chairman
Board of Commissioners

STATE OF OREGON \nCOUNTY OF YAMHILL

who, being duly sworn, did say that he is the County Clerk of Yamhill County, a political subdivision of the State of Oregon, and that the foregoing instrument was signed in behalf of said County and that said instrument was first voluntarily executed and delivered.

BEFORE ME:

Notary Public for Oregon
My Commission expires: 2/4/83

STATE OF OREGON \nCOUNTY OF YAMHILL

I hereby certify that the within was received and duly recorded by me in Yamhill County records.

JAN 12 11 17 AH '83

CHARLES STERN
COUNTY CLERK

T.A.
RELEASE

YAMHILL COUNTY, a political subdivision of the State
of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates,
Yamhill County, Oregon of any obligations under paragraph 2 and
paragraph 3 of that certain Agreement between Yamhill County and
S-44-79, Susan Estates in the records of The Yamhill County Planning
Department. This Release does not affect the obligations of David
W. Harper under said Agreement, nor extend the time limits for the
completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands
and seals this 11/3 day of January, 1983.

YAMHILL COUNTY

By: [Signature]
Robin Lamb, Chairman
Board of Commissioners

STATE OF OREGON

County of Yamhill

PERSONALLY APPEARED

[Signature]
David W. Harper

who, being duly sworn, did say that he is the
Chairman of Yamhill County, a political subdivision of the State of Oregon,
and that the foregoing instrument was signed in behalf of said
County and that said instrument was its voluntary act and deed.

BEFORE ME:

Rotary Public for Oregon
My Commission expires: 9/10/84

STATE OF OREGON

County of Yamhill

I hereby certify that the
within was received and duly
recorded by me in Yamhill
County records:

VOL. 174 Page 975
T.A.
YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated January 12, 1982, of record in Docket No. S-44-79, Susan Estates in the records of The Yamhill County Planning Department. This Release does not affect the obligations of David W. Harper under said Agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11/28 day of January, 1983.

YAMHILL COUNTY

By: Robin Hamblet, Chairman
Board of Commissioners

STATE OF OREGON

County of Yamhill

PERSONALLY APPEARED

County of Yamhill

who, being duly sworn, did say that he is the Chairman of Yamhill County, a political subdivision of the State of Oregon, and that the foregoing instrument was signed in behalf of said County and that said instrument was its voluntary act and deed.

BEFORE ME:

Rotary Public for Oregon
My Commission expires: 9/14/84

00208 5.00
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00208 5.00

STATE OF OREGON
County of Yamhill
I hereby certify that the record was received and duly recorded by me in Yamhill County records:

VOL. 174 Page 975

CHARELS SAMPSON
COUNTY CLERK
DEPUTY
RELEASE

YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated January 12, 1982, of record in Docket No. S-44-79, Susan Estates in the records of The Yamhill County Planning Department. This Release does not affect the obligations of David W. Harper under said Agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11/28 day of January, 1983.

YAMHILL COUNTY

By: [Signature]
Robin Hamblet, Chairman
Board of Commissioners

STATE OF OREGON

) ss.
County of Yamhill

PERSONALLY APPEARED [Signature]
COUNTY OF YAMHILL
before me, who, being duly sworn, did say that he is the County of Yamhill, a political subdivision of the State of Oregon, and that the foregoing instrument was signed in behalf of said County and that said instrument was his voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission expires: 9/14/84

STATE OF OREGON

) ss.
County of Yamhill

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

[Signature]
Charles Stern
County Clerk

T. A
RELEASE

YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated January 12, 1982, of record in Docket No. S-44-79, Susan Estates in the records of The Yamhill County Planning Department. This Release does not affect the obligations of David W. Harper under said Agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of January, 1983.

YAMHILL COUNTY

By: 

Robin Hamblet, Chairman
Board of Commissioners

STATE OF OREGON } ss.
County of Yamhill

PERSONALLY APPEARED ROBERT J. HAMBLET who, being duly sworn, did say that he is the

Chairman of Yamhill County, a political subdivision of the State of Oregon, and that the foregoing instrument was signed in behalf of said County and that said instrument was his voluntary act and deed.

BEFORE ME: 

Rotary Public for Oregon
My Commission expires: 3/1/84

STATE OF OREGON } ss.
County of Yamhill

I hereby certify that the

within was received and duly
recorded by me in Yamhill County records:

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T. A
RELEASE

YAMHILL COUNTY, a political subdivision of the State of Oregon, hereby releases Lots 1, 2, 3 and 5 of Susan Estates, Yamhill County, Oregon of any obligations under paragraph 2 and paragraph 3 of that certain Agreement between Yamhill County and David W. Harper, dated January 12, 1982, of record in Docket No. S-44-79, Susan Estates in the records of The Yamhill County Planning Department. This Release does not affect the obligations of David W. Harper under said Agreement, nor extend the time limits for the completion of said obligations.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of January, 1983.

YAMHILL COUNTY

By: ____________________________

Robin Hamblet, Chairman
Board of Commissioners

STATE OF OREGON
ss.
County of Yamhill

PERSONALLY APPEARED ____________________________,

County Harper

who, being duly sworn, did say that he is the County Treasurer of Yamhill County, a political subdivision of the State of Oregon, and that the foregoing instrument was signed in behalf of said County and that said instrument was his voluntary act and deed.

BEFORE ME:

Notary Public for Oregon
My Commission expires: 9/1/85

STATE OF OREGON
ss.
County of Yamhill

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

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FILED
YAMHILL COUNTY, OREGON
JAN 12 11 17 AM '83
CHARLES STERN
COUNTY CLERK
DEPUTY