DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TOWNHOMES WEST HOMEOWNERS ASSOCIATION

A Residential Community with Common Facilities

THIS DECLARATION, made this 17th, 1994 by RAY KAUFER and
BARBARA KAUFER, husband and wife and BARRY HOUSE and ROBERTA HOUSE,
husband and wife (the developer).

WITNESSETH:

WHEREAS, Ray Kauer and Barbara Kauer and Barry House and
Roberta House, owners of the real property described in this
declaration, desire to create a residential community with common
facilities for the benefit of the community ("Townhomes West
Homeowners Association").

WHEREAS, the developer has deemed it desirable for the
preservation of the values and amenities in this community to
create an agency with the powers of maintaining, administering and
enforcing the covenants and restrictions and collecting and
disbursing any assessments and charges created ("Townhomes West
Homeowners Association's Association").

ARTICLE I

DEFINITIONS: The following definitions apply to this
declaration:

Section 1. "Association" means Townhomes West Homeowners
Association, a non-profit corporation organized and existing under
the laws of the State of Oregon.

Section 2. "Association of Members" means all the owners and
other persons entitled to vote, acting as a group, in accordance
with the Declaration and By-laws.

Section 3. "Building" means any structure now existing or
later to be built on the property.

Section 4. "Common Expenses" mean the cost of administration,
maintenance, repair or replacement of the common landscape easement
areas, common storm drainage management facilities, expenses agreed

PAGE 1 - DECLARATION
upon as common by the owners, and expenses declared common by this Declaration, or the By-laws of the Association.

Section 5. "Declaration" means this Declaration, including the covenants and restrictions, plus any subsequent amendments and supplements.

Section 6. "Lot" means a parcel of land designed as a lot in the recorded plat, including any improvements.

Section 7. "Member" means a person or entity having a voting right in the Association pursuant to this Declaration and the Articles of Incorporation.

Section 8. "Owner" means the record owner, or land sale contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagor or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" means property jointly owned by all owners in undivided interests, commons, structures, personal properties, and any and all other properties maintained by the Association for the common benefit and enjoyment of all the members of the Association. This includes but is not limited to rights created by the recorded plat and otherwise in connection with common landscape maintenance easement and common storm drainage management facilities.

Section 10. "Properties" or "Property" means the lands, whether leasehold or in fee simple, all buildings, improvements and structures and all easements, rights and appurtenances, which are affected under this declaration, Articles of Incorporation, and By-laws of the Association.

Section 11. "Commonwall Townhouse" means a building constructed on two lots, designed to be two dwellings, whose common wall is located along a portion of the common boundary line between the lots.

Section 12. "Common Storm Drainage Management Facilities" means that portion of lot 208 shown on the plat as subject to a storm sewer easement and the storm water detention facility, with related landscaping, drains and pipes.

ARTICLE II

PAGE 2 - DECLARATION
PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the declaration is located in Yamhill County, Oregon, and is described in the attached Exhibit A ("existing property").

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner is a member, and the Developer shall be a member. Acceptance of a deed to or vendee's interest in a lot shall be acceptance of membership.

Section 2. Voting Rights. The Association has two classes of voting membership:

Class A: Class A members are all the lot owners. An owner's proportionate share of the revenue and expense associated with the private commons shall be equal to the member's proportionate voting share in the Association. Each Class A owner shall have one vote per lot owned whether the lot owner is a corporation, an association, a partnership, or a husband and wife. When more than one person or entity holds such interest in any lot, all such persons or entities shall vote as a unit; provided, however, if a voting dispute arises, a multi-person ownership shall not be entitled to a vote unless the dispute be resolved as they among themselves decide.

Class B: The Class B membership shall be the Developer. The Class B member shall be entitled to two votes for each lot owned by the Developer. The Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events: (a) When fifty percent of the lots set forth in this declaration have been sold; or (b) on the 31st day of December, 1999. After the happening of these events, whichever
occurs earlier, the Class B member shall become a Class A member entitled to one vote for each lot then unsold and in which the Developer holds the interest required for membership under this declaration.

ARTICLE IV

PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1. Member's Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in the private commons and this easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Private Commons. The title to the private commons shall be vested in the owners. Each owner in Townhomes West Homeowners Association in the City of McMinnville, Yamhill County, Oregon, shall have an undivided 1/40th interest (per lot owned) in the private commons (including but not limited to easement rights described in Article I, Section 9) of Townhomes West Homeowners Association.

Section 3. Extent of Member's Easement. The owners' rights and easements of enjoyment shall be subject to:

(a) The right of the Association, as provided in its Articles of Incorporation and by-laws, to suspend the enjoyment of any member for as long as any assessment remains unpaid, and for a period not to exceed thirty days for any infraction of its published rules and regulations;

(b) The right of the Association or Developer to dedicate or transfer, subject to membership acceptance, all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, that no such dedication or transfer shall be effective unless an instrument signed by the members entitled to cast two-thirds of the votes of each class of membership has been recorded, agreeing to such dedications or transfer, and unless written notice of the proposed agreement and action is sent to every member at least ninety days in advance of any action taken.
ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessment. Developer, for each lot owned by it within the properties, and each owner of any lot, by acceptance of a deed or vendee's interest therefor, whether or not it shall be so expressed in such deed or other conveyance, covenants and agrees to pay to the Association (1) annual assessments or charges (which may be paid on a monthly basis), (2) special assessments for capital improvements, replacements or repairs, such assessments to be established and collected from time to time as provided in the Bylaws. The annual and special assessments, together with interest, and costs of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest and cost of collection shall also be the personal obligation of the person who is the owner of such property at the time the assessment fell due. Such lien shall be enforceable in all manner consistent with the provisions of Oregon law which govern foreclosures generally. The prevailing party shall be entitled to attorneys fees as provided by Article X, Section 5.

Section 2. The association shall maintain in an attractive fashion the landscaping areas within the common landscape maintenance easement set forth in the plat; the landscaping in the landscaped island located in Willamette Drive near the intersection of Willamette Drive and Hill Road, even though such island lies within the right of way and is, therefore, owned by the City of McMinnville; and, storm drainage management facilities.

Section 3. The common access easement shown on the plat over lots 17A and 17B benefits lots 17A and 17B, only. The cost of maintenance of this access easement shall be shared equally by the benefitted lots, only. Driveway and landscaping in the access area shall be installed and maintained at the expense of the owners of the benefitted properties, in an attractive fashion acceptable to the architectural committee. The owners of the benefitted properties individually, and the association shall each have the independent right to enforce the maintenance obligations under this provision. If maintenance and repairs are not performed, the association shall have a right to make a special assessment against the owner or owners of the lot not performing such obligations and enforce that assessment pursuant to Section 1 above. The owner of lot 18A may elect to have lot 18A be benefitted by this common access easement that would ordinarily benefit only lots 17A and 17B. To do so, the owner of lot 18A must
record a declaration electing to be benefitted by the easement and agreeing to pay 1/3 of the cost of the maintenance and installation of such easement. In addition, the owner of lot 18A shall be responsible for all costs modifying the existing improvements and landscaping on the easement to allow access to lot 18A. If the declaration is made, the maintenance obligations specified above for lot 17A and 17B shall be shared equally by lots 17A, 17B and 18A.

Section 4. The common access easement shown on the plat over lots 11A and 11B benefits lots 11A and 11B, only. The cost of maintenance of this access easement shall be shared equally by the benefitted lots, only. Driveway and landscaping in the access area shall be installed and maintained at the expense of the owners of lot 11A and 11B, in an attractive fashion acceptable to the architectural committee. The owners of lots 11A and 11B, individually, and the association shall each have the independent right to enforce the maintenance obligations under this provision. If maintenance and repairs are not performed, the association shall have a right to make a special assessment against the owner or owners of the lot not performing such obligations and enforce that assessment pursuant to Section 1 above.

Section 5. The common access easement shown on the plat over lots 9A and 9B benefits lots 9A and 9B, only. The cost of maintenance of this access easement shall be shared equally by the benefitted lots, only. Driveway and landscaping in the access area shall be installed and maintained at the expense of the owners of lots 9A and 9B, in an attractive fashion acceptable to the architectural committee. The owners of lots 9A and 9B, individually, and the association shall each have the independent right to enforce the maintenance obligations under this provision. If maintenance and repairs are not performed, the association shall have a right to make a special assessment against the owner or owners of the lot not performing such obligations and enforce that assessment pursuant to Section 1 above.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. An Architectural Committee shall be formed to insure the harmonious development of the properties. Initially, the Developer shall be responsible to appoint or remove members to the Architectural Committee. However, at such time as the Class B membership shall cease, the Association shall be responsible to appoint or remove members to this Committee. The Committee shall consist of as many persons, not less than three, as the Developer
or the Association shall appoint. The Architectural Committee shall be responsible for the following:

Section 2. Lot owners will not construct, alter or maintain any improvements on the premises until:

(a) They have submitted to the Architectural Committee a complete set of plans and specifications satisfactory to the Committee, showing where appropriate (1) the dimensions of the improvements, (2) the exterior design, (3) the location of the improvement on the site, (4) the location of driveways, and (5) the dimensions and location of any outbuildings; and

(b) Approval of these plans may be withheld if the Committee finds that any of the items in paragraph (a) above are not in compliance with the restrictions outlined in this declaration.

(c) If the lot owner shall have submitted to the Committee plans and specifications and the Committee has not approved such plans and specifications within forty-five days from the date of submission nor notified the lot owner of its objections within such period, then the plans and specifications shall be deemed to have been approved by the Committee. The same shall apply to action on any revised plans and specifications.

Upon completion of the improvement and notice to the Committee, the Committee shall have ten days from receipt of such notice to inspect the improvement to determine whether it complies with the plans and specifications approved. Within ten days thereafter, the Committee shall either approve the improvement or notify the lot owner of changes necessary to comply with the plans and specifications. If the Committee does not act within the ten day period, the improvement shall be deemed to be satisfactory to the Committee. All communications to the Committee shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon or at a place specified in writing to the last known address of the member. All notification to the owner shall be deemed made when actually delivered to the owner or when deposited in the U.S. Mail, postage prepaid, to the
address of the property, or the address to which property tax statements are mailed concerning the property.

ARTICLE VII

BUILDING RESTRICTIONS

Section 1. Dwelling Size. The main floor (exclusive of porches and garage) shall be not less than 1,100 square feet for a one-level home. If there are two levels, at least one floor shall be at least 700 square feet (exclusive of porches and garage). The total living area in a multi-level home shall be not less than 1300 square feet.

Section 2. Set-back requirements. Except as specified otherwise below, the minimum side yard setback shall be 6 feet. Front and rear yard setback requirements shall be 20 feet. Side yards abutting streets (exterior side yards) shall be a minimum of 15 feet. There is no side yard set-back requirement on that side of a dwelling unit where a common wall is located, provided that all other set-back requirements apply to common wall dwelling units.

Section 3. Fences. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction. (In addition, consent for fences must be obtained from the owner of the other half of the common wall unit. Common wall owners shall not unreasonably withhold consent to fences for the neighboring common wall unit.) In approving or disapproving any fence design, the committee shall evaluate whether the fence would be a significant detriment to the adjoining properties or the development as a whole. Fences in the front or exterior side yard must be approved by City Planning Department.

Section 4. Roof. Roofs shall be cedar, tile, "Wood-Ruf" type material, or "architectural" type "30-year" composition material, as approved by the Architectural Committee. The roof color shall be compatible with the house color.

Section 5. Siding. All siding material shall be brick, stone, cedar or LP masonite horizontal board-type siding or comparable material on the front of the house. T-111 or comparable material with sheathing underlayment may be used along the sides and rear.

Section 6. Construction time limit. All construction on any lot must be completed and the occupancy permit issued within 365
days from the issuance of a building permit.

Section 7. Detached improvements. Any detached improvement must be approved by the Architectural Committee of the Association. In addition, consent must be obtained from the owner of the other one-half of a common wall unit. The other owner shall not unreasonably withhold consent. The approval or denial of the committee shall rest on whether the structure is generally compatible in style and scale with other structures on the lot and in the development. Any accessory structures greater than 100 square feet in size must comply with the set backs outlined in Section 2 above.

Section 8. Restrictions on carports. No carport shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages, capable of holding at least one full sized (or larger) car.

Section 9. Antennas. No satellite dishes will be permitted in the development. No television, radio aerials or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected, unless it is approved by the Architectural Committee.

Section 10. Signs. No sign shall be erected on any lot except not more than one "For Sale" or "For Rent" sign placed by the owner, the Declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the developer, or builder's signs during construction.

Section 11. Applicable law. Improvements on the property must also comply with other applicable law and governmental agency requirements.

ARTICLE IX

GENERAL RESTRICTIONS

Section 11. Animals. No domestic animals shall be raised, kept, or permitted on the premises other than dogs, cats, birds, and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.
Section 2. Mobile homes, temporary structures. No mobile home, manufactured home or temporary structure shall be allowed in the development, with the exception of a portable toilet as required during construction.

Section 3. Campers, motor homes, boats, travel or other trailers. These must be stored in a closed garage or other entirely closed parking facility. For a period of three consecutive days or six days in any thirty day period, these vehicles may be left in the driveway, rear yard or the street to permit cleaning, loading or unloading.

Section 4. Commercial or Commercial Type Vehicles. These may not be kept by owners, persons staying with owners, or for the benefit of owners, on public streets abutting any of the property or on any lot (except a closed garage or other entirely closed parking facility) overnight. This applies to such vehicles owned or operated by an owner, a resident of the property or anyone on the property with the permission of or for the benefit of an owner or resident of a lot.

Section 5. Trash or refuse. No garbage or trash will be allowed to accumulate on any property in the development. Failure to remove will result in the Association having such removed and charging the owner or tenant for removal.

Section 6. Non-useable motor vehicles. There shall not be stored, parked or kept upon said lots any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition unless it is completely enclosed within a building.

Section 7. Nuisance. No noxious or offensive activity shall be carried on or upon the single family lots or any part thereof, nor shall anything be done or maintained which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any lot to become overgrown or permitting any structure on any lot to become unsightly. If an owner fails to maintain landscaping in an attractive manner or permits any structure on any lot to become unsightly, the Association may, after three days prior written notice, enter the lot and perform the work necessary to bring the lot into compliance with the Declaration and to assess charges for such maintenance and repair which shall be a maintenance assessment under Article V of this Declaration.

Section 8. Division lots or adjustments of lot lines. No lot
may be divided nor may any lot line be moved or otherwise adjusted (except for the granting of private easements or licenses) unless all of the following occur:

(a) All applicable laws and regulations are complied with;
(b) Written consent is obtained from all owners; and,
(c) This declaration and the by-laws are duly amended to correct any potential problem or ambiguity concerning the rights and obligations of the lot owners in question or concerning questions of title to the lots or private commons. Such amendments are to be at the expense of the party seeking the change.

Section 9. Lot Maintenance. During the time that the land remains vacant, the lot must be kept free of debris and must be neat and maintained. Grass or ground cover may not exceed six inches in height. After improvements have been constructed on a lot, the owner of the lot shall maintain the improvements and landscaping in an attractive fashion consistent with approvals previously given or deemed to have been given under Article VI. All improved lots shall be maintained in an attractive landscaped condition. Until all the lots are sold, Declarant reserves the right, but not the obligation to perform such maintenance if an Owner fails to do so, and further, Declarant may assess charges for such maintenance. The Association also reserves the right, but not the obligation to perform such maintenance if an Owner fails to do so, and to assess charges for such maintenance.

ARTICLE X

COMMON WALL MAINTENANCE

Section 1. The cost of reasonable repair and maintenance to each common wall shall be shared equally by the owners whose lots abut the wall, except that damage other than ordinary wear and tear which is caused by the Owners (or persons on the property with permission or for the benefit of the Owners of the Unit) to be paid for by the Owners of the unit causing the damage or with whose permission or for whose benefit the party causing the damage were on the property.

Section 2. Exterior wall and trim colors, as well as gutter and roof color and materials, shall be the same on both sides of the common wall unit and as agreed upon by both parties. If the parties cannot agree upon colors of paint or style or colors of gutter and roofing, color and/or style shall be substantially the

PAGE 11 - DECLARATION
same as the existing color or style.

Section 4. Repair and Maintenance. The cost of reasonable repair and maintenance of each common wall shall be shared equally by the owners whose lots abut the wall.

Section 4. Destruction. If a common wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. An owner who by negligent or willful act has caused the common wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements. (An owner is also responsible for the actions of persons on the owner's lot with the owner's permission or for the benefit of the owner). The right of an owner to contribute from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in title. Any dispute concerning a common wall which the owners are unable to settle shall be first mediated, but if mediation is not successful, shall be arbitrated. Each of the owners shall choose one arbitrator, and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner, shall pass with each lot and shall bind the respective successors in interest of the present owner. These covenants, easements, and restrictions shall remain in full force and effect for a period of thirty years from the date of recording this declaration, at which time they shall automatically renew for successive periods of ten years unless terminated by majority vote.

Section 2. Enforcement. The Association, or any owner, or the owner of any recorded mortgage or recorded trust deed on any part of the property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or any owner to enforce any covenant or condition shall not be construed as a waiver of the Association or any owner's right to enforce the same.
restrictions shall in no event be deemed a waiver of the right to do so thereafter. If an owner rents the property, the owner remains primarily responsible to the association for obligations under this agreement whether or not the tenant is also legally responsible.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

Section 4. Amendments. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than ninety percent of the lot owners. Any amendment must be properly recorded. Easements granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent of the owners of the property, including the Developer so long as the Developer owns any lots or holds a security interest in any lot.

Section 5. Attorney fees. In case suit or action is instituted to enforce any of the provisions this Declaration, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed prevailing party in the suit or action, and if an appeal is taken from any judgment or decree, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on appeal.

Section 6. Commercial Business. No commercial business of any type shall be allowed to be established in or operated on the property, unless such business shall have gained approval from appropriate zoning authorities.

SIGNATURES

RAY KAUSER
BARBARA KAUSER

BARRY HOUSE
ROBERTA HOUSE

STATE OF OREGON          ss.
Count of Yamhill

PAGE 13 - DECLARATION
Personally appeared Ray Kauer and Barbara Kauer and acknowledged said instrument to be their free act and deed.

Before me:

STATE OF OREGON  
County of Yamhill  

Personally appeared BARRY HOUSE and ROBERTA HOUSE and acknowledged said instrument to be their free act and deed.

Before me:

STATE OF OREGON  
County of Yamhill  

I hereby certify that the foregoing instrument was presented and duly executed by me in the County Court of Yamhill County, State of Oregon.

CHARLES SHERB,  
COUNTY CLERK
ADDENDUM TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
TOWNHOMES WEST, A SUBDIVISION IN
YAMHILL COUNTY, OREGON

This addendum to Declaration of Covenants and Restrictions for
townhomes West is made by the undersigned Declarant to place of
record "Exhibit A" referenced in that certain Declaration recorded
in Film Volume 306, Page 551, Deed and Mortgage Records. Said
attached Exhibit A is by this addendum incorporated by reference
and made part of the above mentioned original Declaration (Film
Volume 306, Page 551). In all other respects, said Declaration
shall remain the same and in full force and effect. Dated this
26th day of April, 1994.

BARRY HOUSE

On the 26th day of April, 1994, personally appeared
before me the above named Barry House and acknowledged the
foregoing instrument to be his voluntary act and deed.

SHERYLL HALL

STATE OF OREGON
COUNTY OF YAMHILL

Charles Stern,
COUNTY CLERK
EXHIBIT A

LEGAL DESCRIPTION

-----A tract of land in the Northeast Quarter and Northwest Quarter of Section 19, Township 4 South, Range 4 West, Willamette Meridian in Yamhill County, Oregon, the boundary of which is more particularly described as follows:

Beginning at the intersection of the East line of that tract of land described in deed to Raymond C. Kauer, et ux. and recorded in Film Volume 98, Page 1790, Yamhill County Deed Records, and the North margin of West 2nd Street, said point being South 89°39' West 2025.41 feet and North 30 feet from the Northwest corner of the S.F. Stagg Donation Land Claim No. 55; thence North 00°00'10" West 670.00 feet along the East line of said Kauer tract, which is also the East line of Lot 1 of CS-2219, to the line of said Kauer tract, which bears North 41°15'28" East 1016.91 feet from the initial point of WESTVALE FIRST ADDITION; thence continuing along said line North 00°00'10" West 498.87 feet to an iron rod set in CSP-7633 at the Northeast corner of that tract of land described in deed to Raymond and Barbara Kauer, and recorded in Film Volume 206, Page 252; thence South 89°59'27" West 300.00 feet to the Southwest corner of said tract; thence South 00°00'10" East 300.00 feet to the Southwest corner of said tract and the Northeast corner of that tract of land described in deed to Chemeketa Community College and recorded in Film Volume 206, Page 248; thence South 40°36'13" West 323.15 feet to an angle corner in the South line of said Chemeketa Community College tract; thence South 89°59'27" West 252.67 feet to the Southwest corner of said tract and the East margin of Hill Road (40.00 feet from centerline); thence South 04°17'40" East 260.73 feet along said East margin; thence North 89°59'27" East 481.49 feet to the West line of said New Covenant Church of McMinnville, Oregon, tract; thence North 00°00'10" West 304.90 feet to the Northwest corner of said tract; thence North 89°39' East 260.00 feet parallel with the North line of West 2nd Street to the point of beginning. -----

h-b

-27-69
AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
TOWNHOMES WEST HOMEOWNERS ASSOCIATION

Proposed: August 10, 2001

Article VII, Section 10. Signs - be amended by adding the following sentence:

Reflective house number signs not exceeding a vertical dimension of four inches with an overall height above the ground of no more than two feet are permitted.

Signatures of lot owners approving the amendment:

1. Douglas Mickle
   Signature: ____________________________
   House Number: 5415 W Wilmette Dr
   Date: 8/10/01

2. Marion L. MacAulay
   Signature: ____________________________
   House Number: 2095 W 2nd St
   Date: 8/10/01

3. Patrick B. Moran
   Signature: ____________________________
   House Number: 2065 W Wilmette
   Date: 8/10/01

4. Joseph M. Rogers
   Signature: ____________________________
   House Number: 571 W Wilmette
   Date: 8/10/01

5. Arthur Sears
   Signature: ____________________________
   House Number: 2010 W Wilmette Dr
   Date: 8/10/01

6. Olive Wiesen-Thun
   Signature: ____________________________
   House Number: 2146 NW Wilmette Dr
   Date: 8/10/01

7. James J. Triplett
   Signature: ____________________________
   House Number: 536 NW Wilmette Ct
   Date: 8/10/01

8. William Stenway
   Signature: ____________________________
   House Number: 2173 Wilmette Dr
   Date: 8/10/01

9. Theodore B. Haas
   Signature: ____________________________
   House Number: 2110 NW Wilmette
   Date: 8/10/01

10. Geraldine Fismer
    Signature: ____________________________
    House Number: 535 NW Wilmette Ct
    Date: 8/24/01
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<td>Theda Wood</td>
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<td>Danny Bock</td>
<td>572 NW Willamette</td>
<td>8-10-01</td>
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<td>Joyce Martin</td>
<td>563 NW Willamette Ct</td>
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<td>Barbara Nelson</td>
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<td>Ira Olson</td>
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<td>Eleanor Barber</td>
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<td>J. D. Cox</td>
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<td>Signature</td>
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<tr>
<td>Alexander Allen</td>
<td>2400 Willamette</td>
<td>8-21-01</td>
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<td>Signature</td>
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<tr>
<td>E.R. Jack Hutching</td>
<td>2124 NW Willamette</td>
<td>8/21/01</td>
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<td>Signature</td>
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<tr>
<td>John Smith</td>
<td>2068 NW Willamette</td>
<td>8/21/01</td>
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TOWNHOMES WEST

A subdivision in the NE 1/4 & NW 1/4 of Section 19, T4 S., R4 W., W.M., being part of the Solomon Berry Donation Land Claim No. 54 and the William G. Davis Donation Land Claim No. 59 and also being part of Tracts "C" and "D" of CSP-7603, in the City of McMinnville, Yamhill County, Oregon. Amended R-4-PD by City Ord. No. 4530.

Narrative

The purpose of this survey map is to mark the lot lines and right-of-ways of TOWNHOMES WEST. The boundary lines are per CSP-9964. The boundary lines are shown and noted on the attached map. This tract is in the name of RAYMOND C. KAUFER and BARBARA M. KAUFER and is recorded in Film Volume 206, Page 254, Yamhill County Deed Records.

Surveyor's Certificate

I, Matt Dunkel, a Registered Professional Land Surveyor in the State of Oregon, hereby depose and say that during the month of June, 1994, I did accurately survey, subdivide and plot into lots and right of ways, in accordance with O.R.S. 920.005, 920.250 and the City of McMinnville Land Division Ordinance, the lands represented on the attached map, the boundary of which is described as follows:

A tract of land in the NE 1/4 & NW 1/4 of Section 19, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, the boundary of which is more particularly described as follows:

Beginning at the intersection of the East line of that tract of land described in deed to RAYMOND C. KAUFER, et. al., and recorded in Film Volume 191, Page 250, Yamhill County Deed Records, and the north margin of West 2nd Street, said point being South 89°32' West 2005.41 feet and North 30 feet from the northwest corner of the S. F. Stagg Donation Land Claim No. 2210, to the northeast corner of that tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984", which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

1. South 89°32' West 2005.41 feet to the Southwest corner of said tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984" which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

2. South 89°32' West 2005.41 feet to the Northwest corner of said tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984" which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

3. South 89°32' West 2005.41 feet to the Southeast corner of said tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984" which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

4. South 89°32' West 2005.41 feet to the Southeast corner of said tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984" which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

5. South 89°32' West 2005.41 feet to the South 89°32' West line of the tract of land described in deed to the NEW COVENANT CHURCH OF MARIONVILLE, OR, and a yellow plastic cap marked "Dundie Lots 1984" which bears North 41°12'26" East 1016.96 feet from the said Northeast corner, the said point being described as follows:

I, Matt Dunkel, a Registered Professional Land Surveyor in the State of Oregon, hereby depose and say that the attached map is a true and correct representation of the lot and right of ways as staked on the ground with appropriate 9/8" by 30" or 24" long iron rod, with yellow plastic caps inscribed with my name and license number, or with found monuments, as shown on the attached map, at all lot corners, the intersections, points of curvature and point of tangents, of the centerlines of all streets and roads and all points on the exterior boundary line with changes in direction.

Matt Dunkel
Matthew E. Dunkel, Oregon MLS 1942

Declaration

KNOW ALL MEN BY THESE PRESENTS that we, RAYMOND C. KAUFER, BARBARA M. KAUFER, BARRY W. HOUSE and ROBERTA HOUSE and VALLEY COMMUNITY BANK, an Oregon Corporation, are the owners/holders of the property described on the accompanying plat, the undersigned do hereby dedicate for public use forever all street right of ways, easements or purposes for the purposes shown and noted on the attached map and on the plat. Also, in consideration of the provisions of the City of McMinnville, to be conveyed on the plat. The undersigned do hereby dedicate for public use forever all street right of ways, easements or purposes for the purposes shown and noted on the attached map. In addition, there are no water rights appurtenant to the lands represented by this submission. This development is to be served by the City of McMinnville Municipal Water system.

RAYMOND C. KAUFER
BARBARA M. KAUFER

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

On this 14th day of March, 1994, before me, a Notary Public, for the State of Oregon, did personally appear RAYMOND C. KAUFER and BARBARA M. KAUFER and BARRY W. HOUSE and ROBERTA HOUSE and in the City of McMinnville, Oregon, who being duly sworn, did say that they are the individuals named in the foregoing instrument and that they executed the above Declaration freely and voluntarily.

BARRY W. HOUSE
ROBERTA HOUSE

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

On this 14th day of March, 1994, before me, a Notary Public, for the State of Oregon, did personally appear RAYMOND C. KAUFER and BARBARA M. KAUFER and BARRY W. HOUSE and ROBERTA HOUSE and in the City of McMinnville, Oregon, who being duly sworn, did say that they are the individuals named in the foregoing instrument and that they executed the above Declaration freely and voluntarily.

Sheery Smith
Valley Community Bank

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

On this 17th day of March, 1994, before me, a Notary Public, for the State of Oregon, did personally appear BARRY W. HOUSE and ROBERTA HOUSE and in the City of McMinnville, Oregon, who being duly sworn, did say that he is the individual named in the foregoing instrument and that he executed the above Declaration freely and voluntarily.

Sheery Smith
Valley Community Bank

SHEET 2 OF 2