These covenants and restrictions apply to lots 64 to 91 located in VALLEY’S EDGE SUBDIVISION, Phase III, Yamhill County, Oregon, (collectively “property”, with individual parcels also referred to as “lot”). They are enforceable by owners of the “benefitted properties”, which are defined as lots 64 to 91, but so long as the undersigned (or any of its managers, Barbara Kauer, Howard Aster, or Barry House) together or individually own or hold an option or right of first refusal to purchase on at least one acre of property described in Exhibit “A”, then they are also enforceable by each member of the group consisting of West Hills Properties, LLC, an Oregon limited liability company, R&B Kauer Investments, LLC, an Oregon limited liability company, B.R. House, LLC, an Oregon limited liability company, Howard N. Aster or Margaret E.B. Aster, who owns property or an option to purchase property described in Exhibit “A”.

The undersigned owners of all the real property included in the VALLEY’S EDGE SUBDIVISION, Phase III, a Plat duly recorded 20140906, 2014, as July 22, 14, Plat Records of Yamhill County, Oregon, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefitted property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefitted property area and that owner's heirs, successors and assigns.

1. **RESTRICTIONS (Applicable to all Lots)**

The following restrictions apply to all of the property:

a. At all times, even prior to construction, lots will be maintained in an attractive condition, including but not limited to weeds and grass regularly mowed on unimproved lots. Owners will prevent dumping on lots, including vacant lots.

b. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

Page 1 - COVENANTS, CONDITIONS AND RESTRICTIONS
TANKERSLEY, WRIGHT & STRUNK, LLC
P.O. Box 625, 701 N.E. Evans Street
McMinnville, Oregon 97128
Phone: (503) 472-0344; Fax: (503) 472-7629; Email: lawyers@oregon.com
c. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty-five (35) feet, measured from the ridge line of the roof to the uphill side grade level.

d. Exterior walls will be double wall construction on all sides of the house and will have lap siding, stone (natural or cultured), brick or stucco finish. No dwelling or other building shall be constructed with metal siding, vinyl siding or T-111 type siding.

e. Roofing will be 30 year architectural style composition, cedar, tile or comparable. Metal roofing is not allowed. Roofs shall be a minimum 5/12 pitch.

f. House colors will be natural earth tones or calm colors, not bright or vivid shades.

g. No chain link or other metal fencing will be used on lots, except ornamental iron or heavy gauge metal panel wire with wood frame which is acceptable. This provision does not preclude fencing not ordinarily visible from the street or from the ground level of adjoining lots such as dog runs or protective fencing around spas, pools or decks.

h. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard or nuisance.

i. No short wave antennas or large (greater than 1 meter in diameter) satellite dishes will be placed on properties or lots. To the extent allowed by applicable law, allowed satellite dishes will be located on the property to have the least visual impact on the neighbors, consistent with proper functioning of the dish. No antennas may extend beyond the highest point on a house, to the extent a restriction such as this is allowed by applicable law.

j. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment, and other service facilities shall be screened from view from neighboring lots (ground level) and roads.

k. No offensive activity shall be carried on in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings or refuse may be allowed to accumulate or remain on the lot.

l. No lot may be used as a place to raise animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

m. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off-road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high opaque fence. Pads and driveway approaches for allowed storage of such vehicles must be concrete. No such vehicles may be parked overnight on any street or road.
serving the property, except that, subject to City of McMinville restrictions, for a maximum total such use of 14 days per calendar year, vehicles of guests of homeowners may be parked overnight. No heavy equipment or semi-tractors or trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

n. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

o. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

p. All sites shall be equipped with closed containers for storage of garbage and other refuse between regular pickup dates. All containers shall be maintained in a clean, sanitary and rodent proof condition. No lot shall be used or maintained a a dumping ground for rubbish, trash or garbage. All waste rubbish, trash or garbage shall only be kept in the closed containers for storage of garbage.

q. No building shall be constructed other than a single-family permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, carports, private greenhouses, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of materials and design compatible with the associated dwelling. No lot may contain more than one owner-occupied single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinville applicable in this zone) and otherwise comply with these Covenants, Conditions and Restrictions.

r. All construction on any lot must be completed and the final occupancy permit issued by the City of McMinville within one (1) year from the issuance of a building permit.

s. The minimum size for a dwelling, exclusive of garages, carports, outbuildings, covered walks and open porches, is ONE THOUSAND FOUR HUNDRED (1,400) square feet.

t. All residences will have a 2 car garage or larger, the minimum ground floor area of which will be FOUR HUNDRED (400) square feet.

u. Owners must comply with city, state and federal laws, ordinances and regulations regulating signs on the property applicable from time to time.

v. In addition, to the extent the following is more restrictive than the requirements of paragraph 1.u,
no signs shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding four (4) square feet, may be temporarily displayed on any lot. Real estate signs shall be removed within three days after the sale closing date or signing of a rental agreement or lease. In addition, a "Garage Sale" or "Yard Sale" sign, not exceeding four (4) square feet, may be temporarily displayed on any lot, not more than 4 days in any 90-day period. The restrictions contained in this paragraph 1.v shall not prohibit the temporary placement of "political" signs, not exceeding four (4) square feet, on any lot by the Owner or Occupant. Provided, however, political signs may be placed not more than six (6) weeks earlier and shall be removed within two (2) weeks after the election day pertaining to the subject of the sign.

2. STREET TREES

The Developer, at appropriate times, intends to plant trees as required by the City of McMinnville in the area between the curb and the sidewalk in front of each lot. Locations will vary. The trees, once planted, will belong to the City of McMinnville. After the trees are planted, each lot owner is responsible for the care, maintenance, and, if necessary, replacement of such trees located directly in front of the lot, between the lot and the public street. These "street trees" will be maintained in a healthy attractive condition. Replacement, if necessary to achieve this, as well as care and maintenance, must comply with all laws, rules and regulations of the City of McMinnville.

3. SPECIAL PROVISIONS CONCERNING DRAINAGE EASEMENT CONCERNING LOTS 64, 65, AND 82

Lots 64, 65, and 82 border a creek and are subject to a public drainage easement, as shown on the Plat of Valley's Edge Subdivision, Phase III. The owners of lots 64, 65, and 82 must comply with all applicable, local, state and federal laws, rules and regulations concerning the creek, buffer zones, and drainage, as well as the requirements and restrictions of the public drainage easement, as shown on the Plat. These requirements and restrictions include, but are not limited to a prohibition on structures, fences or other impediments to drainage within the easement.

4. ENFORCEMENT

a. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefitted property. Any such person shall have the right at law or in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the City of McMinnville be responsible for the enforcement of these restrictions.

b. These restrictions shall run with the land and shall be binding on the owner or tenant of any or all of the land and all persons claiming by, through or under them until 35 years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years, unless rescinded by a vote of the owners of at least two-thirds (2/3) of the benefitted properties and two-thirds (2/3) of the first mortgagees. The owners of at least two-thirds (%) of the benefitted properties may, at any time, agree in writing to change these covenants in whole or part, and such agreement is duly recorded in the Yamhill County real property records. Each legally subdivided or partitioned portion of the benefitted property shall entitle its owners to one vote.
Invalidation of any of these covenants, restrictions, or conditions by court order, judgment or decree shall in no way affect any of the remaining provisions which shall continue to remain in full force and effect.

d. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party, in addition to the costs and disbursements provided by statute, any sum which a court (or arbitration tribunal), including any appellate court, may adjudge reasonable as attorney fees.

DATED this 22nd day of July, 2014.

WEST HILLS PROPERTIES, LLC

By

Howard Aster, Manager

By

Barbara Kauer, Manager

R&B KAVER INVESTMENTS, LLC

By

Barbara Kauer, Manager

Barry House, Manager

B.R. HOUSE, LLC

By

Barry House, Manager

Margaret E.B. Aster

Howard N. Aster

STATE OF OREGON

) ss

County of Yamhill

On the 22nd day of July, 2014, personally appeared Howard Aster, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Notary Seal]

Janet L. Winder
NOTARY PUBLIC FOR OREGON
STATE OF OREGON

 ss
County of Yamhill

On the 22 day of July, 2014, personally appeared Barbara Kauer, who, being first duly sworn, did say that she is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and she acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
JANET L. WINDER
NOTARY PUBLIC-OREGON
COMMISSION NO. 477897
MY COMMISSION EXPIRES MAY 06, 2017

STATE OF OREGON

 ss
County of Yamhill

On the 22 day of July, 2014, personally appeared Barry House, who, being first duly sworn, did say that he is a Manager of WEST HILLS PROPERTIES, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
JANET L. WINDER
NOTARY PUBLIC-OREGON
COMMISSION NO. 477897
MY COMMISSION EXPIRES MAY 06, 2017

STATE OF OREGON

 ss
County of Yamhill

On the 22 day of July, 2014, personally appeared Barbara Kauer, who, being first duly sworn, did say that she is a Manager of R&B Kauer, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and she acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
JANET L. WINDER
NOTARY PUBLIC-OREGON
COMMISSION NO. 477897
MY COMMISSION EXPIRES MAY 06, 2017

STATE OF OREGON

 ss
County of Yamhill

On the 22 day of July, 2014, personally appeared Barry House, who, being first duly sworn, did say that he is the Manager of B.R. Hodse, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
JANET L. WINDER
NOTARY PUBLIC-OREGON
COMMISSION NO. 477897
MY COMMISSION EXPIRES MAY 06, 2017
STATE OF OREGON

County of Yamhill

On July 22, 2014, personally appeared the above-named Howard N. Aster and Margaret E.B. Aster, who acknowledged that the foregoing instrument was their voluntary act and deed.

Before me:

[Signature]

[Seal]

NOTARY PUBLIC FOR OREGON

[Stamp]
EXHIBIT A

Legal Description of Other Property, Ownership of which creates rights to enforce these CCRs in favor of certain persons and entities:

Parcels 1 and 2 of City of McMinnville Partition 2007-100, Docket No. McMinnville MF 8-07;

EXCEPTING THEREFROM, Lots 28 to 62, VALLEY'S EDGE SUBDIVISION, PHASE II, and Lots 64 to 91, VALLEY'S EDGE SUBDIVISION, PHASE III.
DECLARATION

KNOW ALL MEN BY THESE PRESENTS that WEST HILLS PROPERTIES, LLC is the owner of the lands represented on the attached map and more particularly described in the Surveyor's Certificate has caused said lands to be plotted into lots, streets and easements as shown and noted on the attached map, and do hereby dedicate for the public use forever at all street rights of ways and easements for the purposes shown and noted on the attached map.

BARRY M. HOUSE
Manager of WEST HILLS PROPERTIES, LLC

Notary Public - Oregon (print name)
Commission Number: 451-56-77

On this 8th day of July, 2014, did personally appear BARRY M. HOUSE in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

HARRISON M. AVTER
Manager of WEST HILLS PROPERTIES, LLC

Notary Public - Oregon (print name)
Commission Number: 77-65-97

On this 8th day of July, 2014, did personally appear HARRISON M. AVTER in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

BARBARA M. KAUFER
Manager of WEST HILLS PROPERTIES, LLC

Notary Public - Oregon (print name)
Commission Number: 45-1-56-77

On this 8th day of July, 2014, did personally appear BARBARA M. KAUFER in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

SURVEYOR'S CERTIFICATE

I, Leland M. McDonald, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as VALLEY'S EDGE PHASE II, the boundary of which is described as follows:

Beginning at the northwest corner of Lot 62 of VALLEY'S EDGE PHASE II; thence South 50°07'55" West 57.84 feet to an iron rod; thence South 03°58'59" East 136.60 feet to an iron rod; thence westerly 155.84 feet along a non-tangent curve concave to the north having a radius of 370.00 feet (chord= South 78°49'22" West 153.72 feet) to an iron rod; thence North 89°11'18" West 6.74 feet to an iron rod at the beginning of a curve concave to the northeast having a radius of 107.00 feet; thence northwesterly 23.05 feet along said curve (chord= North 46°01'61" West 27.36 feet) to an iron rod; thence North 03°58'59" West 50.40 feet to an iron rod; thence North 89°11'18" West 155.57 feet to an iron rod; thence North 00°45'32" East 23.05 feet to an iron rod; thence North 89°11'18" West 215.00 feet to an iron rod at the beginning of a curve concave to the northeast having a radius of 278.05 feet; thence northwesterly 23.05 feet along said curve (chord= North 72°00'45" West 49.93 feet) to an iron rod; thence South 180°51" West 125.23 feet to an iron rod; thence South 03°58'59" West 69.55 feet to an iron rod; thence South 03°58'59" West 137.71 feet to an iron rod on the easterly line of Parcel 2 of Partition 1958-39; thence South 36°25'55" East 94.07 feet along said easterly line to the northerly margin of SW Redmond Hill Road (30.00 feet from centerline); thence South 00°45'32" West 30.00 feet to the centerline of SW Redmond Hill Road; thence South 88°15'47" East 866.06 feet along said centerline to the southwest corner of VALLEY'S EDGE PHASE II; thence North 00°45'32" East 42.62 feet along the westing line of VALLEY'S EDGE PHASE II; thence continuing along said westing line the following courses and distances, North 58°18'29" West 33.08 feet; thence North 20°25'06" West 22.62 feet; thence North 34°58'01" West 28.06 feet; thence North 15°19'44" West 48.37 feet; thence North 12°39'43" West 63.01 feet; thence North 24°25'31" West 36.17 feet; thence North 44°52'23" West 52.48 feet; thence North 64°29'05" West 48.79 feet; thence northeasterly 24.35 feet along a non-tangent curve having a radius of 330.00 feet concave to the northwest (chord= North 50°49'23" East 48.32 feet); thence North 36°23'53" West 80.00 feet; thence northeasterly 37.09 feet along a 370.00 foot radius curve concave to the northwest (chord= North 50°49'23" East 37.07 feet); thence North 47°31'30" East 15.40 feet to the southwest corner of said Lot 62; thence North 38°36'56" West 121.14 feet to the point of beginning.

Leland McDonald & Assoc., LLC
Formerly dba Mott Duncan & Assoc.
3765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-472-7904
Fax: 503-472-3000
Email: leland@voc.com

This is an exact copy of the original plot of "VALLEY'S EDGE PHASE II"