DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WEIDNER ESTATES

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DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
WEIDNER ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WEIDNER ESTATES ("Declaration") is made by American Legacy Homes, LLC, an
Oregon limited liability company ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements thereon located in
Yamhill County, Oregon, described as follows (the "Property"): Lots, inclusive, and Tracts as shown on the plat
map of filed for record on ______, Book ______, Pages ______, in the plat records of Yamhill County, Oregon.

Declarant intends to develop Weidner Estates as a residential community not subject to
the Oregon Planned Community Act. To establish Weidner Estates as a residential community,
Declarant desires to impose these mutually beneficial covenants, conditions, restrictions,
easements, on the Property, under a comprehensive general plan of improvement and
development for the benefit of all Lots in Weidner Estates

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold,
conveyed, and occupied subject to the following covenants, conditions, restrictions, easements,
and which shall run with the land, which shall be binding on all parties having or acquiring any
right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of
each Owner.

ARTICLE 1
DEFINITIONS

1.1 Declaration shall mean the covenants, conditions, restrictions, and all other
provisions set forth in this Declaration.
1.2 Declarant shall mean and refer to American Legacy Homes, LLC, an Oregon
Limited Liability Company, and its successors or assigns, or any successor or assign to all or the
remainder of its interest in the Property.
1.3 General Plan of Development shall mean Declarant’s general plan of development
of the Property, as approved by appropriate governmental agencies, as may be amended from
time to time.
1.4 Home shall mean and refer to any portion of a structure situated on a Lot and
designed and intended for use and occupancy as a residence by a single family or household.
1.5 Lot shall mean and refer to each and any of Lots 1–22.
1.6 Occupant shall mean and refer to the occupant of a Home, whether such person is
an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.
1.7 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 of a Lot 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.
ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Development. The development of Weidner Estates shall consist of the Property, which shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2.2 No Right to Annex Additional Property or to Withdraw Property. Declarant reserves no right to annex additional property to or to withdraw property from Weidner Estates.

ARTICLE 3
OWNERSHIP AND EASEMENTS

3.1 Nonseverability. Ownership interests in the Lots are subject to the easements granted and reserved in this Declaration [and Master Documents]. Each of the easements granted or reserved herein shall be deemed to be established upon the recording of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Weidner Estates.

3.2 Ownership of Lots. Title to each Lot in Weidner Estates shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.4 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Easements on Plat. The Lots are subject to the easements and rights-of-way shown on the Plat.

3.4.2 Easements for Utilities. All lots are subject to public utility easements, as shown on the Weidner Estates Plat.

3.4.3 Additional [Utility and Drainage] Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Weidner Estates. No structure, planting, or other material that may damage or interfere with the installation or maintenance of utilities, that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easement areas shall be placed or permitted to remain within any easement area.

3.4.4 Perimeter Easements Benefiting Owners. Every Owner shall have an easement over that portion of neighboring Lots which abut their own lot that is otherwise within the building setbacks set by applicable ordinances as may be reasonably necessary to reach such Owner’s Lot for purposes of exterior maintenance and repair of the Owner’s Home and for maintaining the landscaping on the Owner’s Lot.

3.4.5 Electrical Service Easements Benefiting Lot Owners. The Owners of a Home developed within a single building shall have an easement over, under, and through all other Lots on which the building is located for underground electrical service to the Lot Owner’s Home. This easement shall be perpetual and shall run with the land and be binding on the successors and
assigns to the Lots and the Homes located within a single building. The electrical lines within the easement area shall be maintained by the Lot owner benefited by the easement. Any damage caused to the servient Lot (and Home) by the maintenance repair, removal, or replacement of the electrical service lines shall be paid by the Lot Owner causing such damage.

ARTICLE 4
LOTS AND HOMES

4.1 Residential Use. Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, (unless only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances) and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 4.1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any residence as a sales office or model home for purposes of sales in Weidner Estates, and (c) the right of the Owner of a Lot to maintain such Owner’s personal business or professional library, keep such Owner’s personal business or professional records or accounts, handle such Owner’s personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner’s residence.

4.2 Landscaping. Landscaping for all portions of the Lot shall commence within 60 days after final building inspection by the local government jurisdiction and shall be completed within six months after such inspection. Each lot owner must plant at least one deciduous tree on their lot. The front of each lot shall contain a type of landscaping that includes ground cover which allows for the absorption of natural runoff.

4.3 Maintenance of Lots and Homes. Each Owner shall maintain such Owner’s Lot and all improvements thereon in a clean and attractive condition, in good repair, and in such fashion as not to create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, chimneys, and other exterior improvements and glass surfaces. Each Owner shall repair damage caused to such Owner’s Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

4.4 Rental of Homes. An Owner may rent or lease such Owner’s Home or a portion thereof, provided that the following conditions are met:

4.4.1 Written Rental Agreements Required. The Owner and the tenant enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, and (ii) a failure to comply with any provision of the Declaration, shall constitute a default under the rental or lease agreement;

4.4.2 Minimum Rental Period. The period of the rental or lease is not less than 30 days;

4.4.3 Tenant Must be Given Documents. The Owner gives each tenant a copy of the Declaration.

4.5 Animals. No animals, livestock, or poultry of any kind, other than a reasonable number of household pets that are not kept, bred, or raised for commercial purposes and that are reasonably controlled so as not to be a nuisance, shall be raised, bred, kept, or permitted within any Lot. Owners whose pets cause any unreasonable inconvenience or unpleasantness to other Owners shall take all steps reasonably necessary to prevent recurrence thereof and Owners whose
pets damage other Owners' Lots or personal property shall reimburse such other Owners for reasonable costs actually incurred by such other Owners in repairing such damage. An Owner shall ensure that such Owner's dog is leashed when on the Property and outside of such Owner's Lot.

4.6 **Nuisance.** No noxious, harmful, or offensive activities shall be carried out on any Lot. Nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other Occupants.

4.7 **Parking.** Boats, trailers, commercial vehicles, mobile homes, campers, and other recreational vehicles or equipment, regardless of weight, shall not be permanently parked on any part of the streets or driveway. All such items may be stored to the side of the dwelling on an improved surface made of gravel, asphalt, or concrete if said item is behind a privacy fence or gate and does not protrude beyond the front of the dwelling and is not otherwise seen as unsightly by a reasonable person standard.

4.8 **Vehicles in Disrepair.** No Owner shall permit any vehicle that is in a state of disrepair or that is not currently licensed to be abandoned or to remain parked on the any street on or adjacent to the Property at any time and may not permit them on a Lot for a period in excess of 48 hours unless it is stored in accordance with Section 4.7. A vehicle shall be deemed in a "state of disrepair" when the vehicle is not fully operational and or drivable on public roads.

4.9 **Signs.** 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 24 inches high and 36 inches long, may be temporarily displayed on any Lot. The restrictions contained in this Section 4.9 shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant. Provided, however, political signs shall be removed within seven days after the election day pertaining to the subject of the sign. Real estate signs shall be removed within seven days after the sale closing date.

4.10 **Rubbish and Trash.** No Lot or shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal and out of public view. Yard rakings, dirt, and other material resulting from landscaping work shall not be dumped onto streets, or any other Lots.

4.11 **Service Facilities.** All telephone, electrical, cable television, and other utility installations shall be placed underground in conformance with applicable law.

4.12 **Antennas and Satellite Dishes.** Except as otherwise provided by law or this section, no exterior antennas, satellite dishes, microwave, aerial, tower, or other devices for the transmission or reception of television, radio, or other forms of sound or electromagnetic radiation shall be erected, constructed, or placed on any Lot. Exterior satellite dishes or antennas with a surface diameter of one meter or less and antennas designed to receive television broadcast signals only may be placed on any Lot if they are not visible from the street.

4.13 **Exterior Lighting or Noise-making Devices.** No exterior noise-making devices, other than security and fire alarms, shall be installed or maintained on any Lot. Outside lighting shall be limited to one exterior light.

4.14 **Grades, Slopes, and Drainage.** There shall be no interference with the established drainage patterns or systems over or through any Lot within the development so as to affect any other Lot or any real property outside the development. The term *established drainage* shall mean the drainage swales, conduits, inlets, and outlets designed and constructed for Weidner Estates.

4.15 **Damage or Destruction to Home and/or Lot.** If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (a) restore the damaged
improvements or (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition.

4.16 **Ordinances and Regulations.** The standards and restrictions set forth in this Article 4 shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

4.17 **Temporary Structures.** No structure of a temporary character or any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently.

4.18 **Declarant Exemptions.** Declarant shall be exempt from the application of Section 4.9.

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**ARTICLE 5**

**DECLARANT’S SPECIAL RIGHTS**

5.1 **General.** Declarant is undertaking the work of developing Lots and other improvements within Weidner Estates. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed, and sold, with respect to each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

5.2 **Marketing Rights.** Declarant shall have the right to maintain a sales office and model on one or more of the Lots that Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of “For Sale” signs at reasonable locations on the Property.

5.3 **Declarant Easements.** Declarant reserves easements over the Property as more fully described in Sections 3.4.

5.4 **Additional Improvements.** Declarant does not agree to build any improvements not described in this Declaration.

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**ARTICLE 6**

**GENERAL PROVISIONS**

6.1 **Enforcement; Attorney Fees.** The Owners and any mortgagee holding an interest on a Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Owner or mortgagee to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event that is the subject of the suit or action, attorney fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorney fees, to be set by the appellate court.
6.2 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

6.3 Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of 35 years from the date of this Declaration being recorded, if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law.

6.4 Unilateral Amendment by Declarant. In addition to all other special rights of Declarant provided in this Declaration, until all lots are sold Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots.

IN WITNESS WHEREOF, Declarant has executed this instrument this 16 day of January, 2008.

American Legacy Homes, LLC

By: Jeremy Gissel, Manager

STATE OF OREGON

) ss.

County of Yamhill

This instrument was acknowledged before me on January 16, 2008, by Jeremy Gissel of American Legacy Homes, LLC.

Notary Public for Oregon

My commission expires: 08-27-2010

[Notary Seal]
WEIDNER ESTATES
BEING A REPLET OF PARCEL 1, PARSION PLAT NO. 2007-88, IN THE SOUTHWEST ONE-QUARTER OF SECTION 3 AND THE SOUTHEAST ONE-QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 4 WEST OF THE WILMETTE MERIDIAN, IN THE CITY OF YAMHILL, YAMHILL COUNTY, OREGON
OCTOBER 16, 2007

APPROVALS

APPROVED THIS 18TH DAY OF NOVEMBER, 2006

BY: ____________ CITY OF YAMHILL PLANNING COMMISSION, CHAIRPERSON

APPROVED THIS 18TH DAY OF NOVEMBER 2006

BY: ____________ CITY OF YAMHILL CIVIL RECORDER

PURSUANT TO O.R.S. 92.695, TAXES HAVE BEEN PAID OR BOND POSTED AS TO DATE OF ____________ 2006

BY: ____________ YAMHILL COUNTY TAX COLLECTOR

APPROVED THIS 1ST DAY OF FEBRUARY 2007

BY: ____________ YAMHILL COUNTY ASSESSOR

APPROVED THIS 1ST DAY OF FEBRUARY 2008

BY: ____________ YAMHILL COUNTY SURVEYOR

APPROVED THIS ____________ 2008

BY: ____________ YAMHILL COUNTY COMMISSIONER

APPROVED THIS ____________ 2009

BY: ____________ YAMHILL COUNTY COMMISSIONER

NOTE AND RESTRICTIONS

1. PARCEL 1 IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDS IN INSTRUMENT NO. 2006-012744, YAMHILL COUNTY DEED RECORDS.

2. PARCEL 1 IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDS IN INSTRUMENT NO. 2007-012744, YAMHILL COUNTY DEED RECORDS.

3. THERE SHALL BE A 10 FOOT WIDE UTILITY EASEMENT ALONG THE FRONTAGE OF ALL LOTS ADJACENT TO PUBLIC STREETS.

4. LOT 16 IS SUBJECT TO A 15 FOOT WIDE SWIMMING POOL,EASEMENT AND SUBDIVISION CONDITIONS ALONG ITS EAST PROPERTY LINE AS RECORDS IN DOCUMENT NO. 2006-012744, YAMHILL COUNTY DEED RECORDS.

5. LOTS 18 AND 19 ARE SUBJECT TO A 30 FOOT WIDE UTILITY EASEMENT AND SUBDIVISION CONDITIONS ALONG ITS EAST PROPERTY LINE AS RECORDS IN DOCUMENT NO. 2006-012744, YAMHILL COUNTY DEED RECORDS.

6. A STORM SWIMMING POOL EASEMENT FOR THE BENEFIT OF ALL LOTS WITHIN THE SUBDIVISION WAS RECORDED AS DOCUMENT NO. 2006-012744, YAMHILL COUNTY DEED RECORDS.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE PARCEL 1, PARSION PLAT NO. 2007-88, YAMHILL COUNTY DEED RECORDS. BOUNDARY DETERMINATION AND BOUNDARY TREATMENT AND BASIS OF BEARINGS PER SAID PARSION PLAT. ALL BEARINGS AND DISTANCES SHOWN HEREON MATCH SAID PARSION PLAT.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, AMERICAN LEGACY HOMES, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND REPRESENTED ON THE ATTACHED MAP, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, AND IS OPERATING UNDER THE AUTHORITY OF THE ORGANIZATION OF THE AGGREGATION OF THE LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN AND DOES HEREBY GRANT EASEMENTS, AS SHOWN, AND DEDICATE ADDITIONAL RIGHT OF WAY, AS SHOWN, TO THE PUBLIC FOR PUBLIC USE, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 67 OF THE OREGON REVISED STATUTES.

AMERICAN LEGACY HOMES, LLC

JEREMY L. GESSLE, MANAGING MEMBER

ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF YAMHILL

STATE OF OREGON)

COUNTY OF YAMHILL

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE US ON ____________ 2008

BY JEREMY L. GESSLE, AS MANAGING MEMBER OF AMERICAN LEGACY HOMES, LLC.

KIMBERLY STEELE

NOTARY PUBLIC FOR THE STATE OF OREGON

COMMISSION NO. 9494516

COMMISSION EXPIRES ____________ 2010

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT

REGISTRATION PROFESSIONAL LAND SURVEYOR

DECEMBER 31, 2007

RENEWAL DATE

SR DESIGN

$1965 SW Hall Boulevard, Suite 322
Beaverton, Oregon 97008
Phone (503) 469-1213
Fax (503) 469-4933
www.srdesign.com

Planning | Engineering | Surveying | Landscape Architecture
WRJ PROJECTS/KA502-10/DF3M/KA502-41/PK1004