AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEST HILLS ESTATES
A Residential Community with Common Facilities

THIS AMENDMENT IS MADE this 26th day of July, 1992 by
RAY KAUFER, BARBARA M. KAUFER, BARRY HOUSE, ROBERTA M. HOUSE, JERRY
ALLEN, AND EDITH R. ALLEN ("the developer").

The developer recorded a declaration of covenants and
restrictions for West Hills Estates on February 18, 1992 at Film
Volume 265, Page 660 and recorded an amendment on March 11, 1992 at
Film Volume 266, Page 767, Deed and Mortgage Records, Yamhill
County, Oregon, and

Property which is the subject of the Declaration of Covenants
and Restrictions of West Hills Estates, as amended, is found at
Film Volume 266, Page 0770, Deed and Mortgage Records, Yamhill
County, Oregon, and

Developer desires to further amend the covenants.

By the signatures below, the developer amends the covenants
described above by deleting Article 1, Section 4 ("Definition of
Common Expenses") and substituting in its place the following
Article 1, Section 4:

"Common Expenses shall mean the expense of administration,
maintenance, repair or replacement of the private commons,
expenses agreed upon as common by the owners, expenses
declared common by this declaration or the by-laws of the
Association, expenses relating to landscaping and maintenance
of the area between the private commons easement and the
sidewalk on any public street (even though such property is
dedicated to the City and is not private commons), together
with landscaping and maintenance of the landscape island
located in West Hills Drive near the intersection of West
Second Street (even though such landscape island is on
property dedicated to the City of McMinnville)."

RAY KAUFER
BARBARA M. KAUFER
JERRY ALLEN
EDITH R. ALLEN
BARRY HOUSE
ROBERTA M. HOUSE

-1-

85.92
STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on July 28, 1992,
by Ray Kauer, Barbara M. Kauer, Barry House, Robert M. House, Jerry Allen,
and Edith R. Allen.

[Signature]
Notary Public for Oregon
My commission expires on 8-28-93

009036

STATE OF OREGON
COUNTY OF YAMHILL

The foregoing instrument was acknowledged
by the above-noticed notary public
in accordance with the laws of Oregon

[Signature]
CHARLES STEFF
COUNTY CLERK

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
WEST HILLS ESTATES
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WEST HILLS ESTATES
A Residential Community with Common Facilities

THIS DECLARATION, made this 1st day of October, 1991 by RAY KAUSER,
BARBARA M. KAUSER, BARRY HOUSE, ROBERTA M. HOUSE, JERRY ALLEN,
AND EDITH R. ALLEN (the developer)

WITNESSETH:

WHEREAS, Ray Kauer, Barbara M. Kauer, Barry House, Roberta M. House,
Jerry Allen and Edith R. Allen, owners of the real property described in this declaration
desire to create thereon a residential community with common facilities for the benefit of
this community. This community shall be referred to as the “West Hills Estates”.

WHEREAS, the developer has deemed it desirable for the preservation of the
values and amenities in this community to create an agency to which is assigned the powers
of maintaining, administering, and enforcing the covenants and restrictions and collecting
and disbursing any assessments and charges created. This agency shall be referred to as
“West Hills Estates Homeowners’ Association”;

ARTICLE I

DEFINITIONS: The following words, when used in this declaration, shall have
the following meanings:

Section 1. “Association” shall mean the West Hills Estates Homeowners’
Association, a non-profit corporation organized and existing under the laws of the State of
Oregon.

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

Section 3. “Building” shall mean any structure now existing or later to be built
on the property.

Section 4. “Common Expenses” shall mean the expense of administration,
maintenance, repair or replacement of the private commons, expenses agreed upon as
common by the owners, and expenses declared common by this Declaration, or the By-
laws of this Association.

Section 5. “Declaration” shall mean the Declaration, including the covenants
and restrictions, previously filed in Yamhill County plus amendments and supplement thereto.

Sections 6. “Lot” shall mean a parcel of land designated as a lot in the recorded
plat, including any buildings thereon.

DECLARATION
Section 7. "Member" shall mean that person or entity having a financial interest in the Association pursuant to this Declaration and the Articles of Incorporation and By-laws.

Section 8. "Owner" shall mean the record owner, or 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 mortgagee or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 9. "Private Commons" shall mean 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.

Section 10. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this declaration, Articles of Incorporations, and By-laws of the Association.

ARTICLE II

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 (a part hereof). It shall be referred to as "existing property".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member. Acceptance of a deed shall be acceptance of membership.

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

Class A: Class A members shall be 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 holds such interest in any lot, all such persons 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 member 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 ______ day of ________, 19_____.

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 West Hills Estates in the City of McMinnville, Yamhill County, Oregon, shall have an undivided 1/47th interest per lot owned in the private commons of West Hills Estates.

Section 3. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in its Articles of Incorporation and by-laws, to suspend the enjoyment rights 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 therefor, whether or not it shall be so expressed in such deed or other conveyance, shall covenant and agree 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 Section 10.10 (Special Assessment) of the By-laws. The annual and special assessments, together with interest, and costs of collections as hereinafter provided, 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 costs 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 a 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 6.

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 members to the Architectural Committee. However, at such time as the Class B membership shall cease, the Homeowners' Association shall be responsible to appoint members to this Committee. The Committee shall consist of as many persons, not less than three, as the Developer or the Homeowners' 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 with 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.

DECLARATION
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) to be not less than 1500 square feet for a one-level home. If there are two levels, each shall be at least 800 square feet (exclusive of porches and garage). The total living area in a multi-level home shall be not less than 1600 square feet.

Section 2. Set-back requirements. The minimum side yard requirement for a single family lot shall be 10 feet. Front and rear yard set-back requirements shall be 20 feet. Side yards abutting streets (exterior side yards) shall be a minimum of 20 feet.

Section 3. Fences. The location, material, and design of any fences constructed shall be approved by the Architectural Committee prior to construction. 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 or 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 sheeting 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. 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 sq ft in size must comply with the setbacks 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. Every home shall have at least two off-street parking places.

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 1. 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. 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. 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 5. Nonusable 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 6. 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.

DECLARATION
Section 7. Division lots or adjustments of lot lines. No lot may 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 8. 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. Until all the single family 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
GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner and shall pass with each parcel of the subdivision 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 terminate unless the majority of the then record owners of the lots contained in the tract elect to retain said covenants, easements and restrictions.

Section 2. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage or recorded trust deed on any part of said 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 restriction shall in no event be deemed a waiver of the right to do so thereafter.

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.

DECLARATION
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 herein 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 hereof, 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 said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party’s attorney’s fees on such appeal.
SIGNATURES

Ray Kauer
Barbara Kauer

Jerry Allen
Edith Allen

Barry House
Roberta House

On this 12th of February, the above signators did appear before me to affix their signatures to this document of their own free and voluntary act.

Cassandra J. Hornung
Notary Public for the State of Oregon
7-9-93

My commission expires:
---Being a part of the William G. Davis Donation Land Claim in Section 19, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of a tract of land conveyed to Scott B. Walker et ux., by deed recorded April 19, 1968 in Film Volume 67, Page 423, Deed and Mortgage Records, Yamhill County, Oregon; thence South along the West line of said Walker tract 280 feet to the centerline of County Road No. 283; thence West along the centerline of County Road No. 283 to intersection of Western Avenue and County Roads 262 and 435; thence Northwesterly along the center of said County Road 283, 12.76 chains to the Northeast corner of tract conveyed to Jonathan Yodd by deed recorded November 9, 1892 in Book 29, Page 259, Deed Records; thence West along the North line of Yodd's tract to a point which is North 8°15',27" East from the point of beginning herein; thence South 8°15',27" West to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Hilsdale Manor in deed recorded January 10, 1986 in Film Volume 200, Page 571, Deed and Mortgage Records, Yamhill County, Oregon.

FURTHER EXCEPTING THEREFROM that portion lying within Public Works.

(The foregoing described premises are also known as the proposed West Hills Estates Subdivision in the City of McMinnville, Yamhill County, Oregon.)