COVENANTS, CONDITIONS AND RESTRICTIONS
WEST VALLEY ESTATES PHASE 3

These Covenants, Conditions and Restrictions apply to all lots located in West Valley Estates, Phase 3, a subdivision in Yamhill County, Oregon (Collectively “property”, with individual parcels also referred to as a “lot”). They are enforceable by owners of the “benefited properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Jeff and Lori Zumwalt) together or individually own at least one lot of the property described in exhibit “A”, then they are also enforceable by each member of the group consisting of Premier Development, LLC, an Oregon limited liability company who owns property as described in exhibit “A”.

The undersigned owners of all the property included in the West Valley Estates, Phase 3, a Plat duly recorded December 1, 2014, in 0044909720140015095600050056, Plat Records of Yamhill County, Oregon, together with the property described in exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited 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 insure to each owner of benefited property area and that owners, heirs, successors and assigns.

A. Premier Development, LLC shall have full discretion as to architectural approval of each building allowed in West Valley Estates.

B. 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, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(24)(a). All outbuildings must be of good construction and of design compatible with associated dwelling. No lot may contain more than one 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 McMinnville applicable in this zone); otherwise comply with these Covenants, Conditions and Restrictions.
C. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

D. 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, whichever is sooner.

E. Fencing shall meet City height and setback standards.

F. 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.

G. The minimum size for dwelling, exclusive of garages, outbuildings, covered walk and open porches, is ONE THOUSAND EIGHT HUNDRED (1800) square feet.

H. All residents will have a two car enclosed garage or larger; no carports shall be allowed in the development.

I. Exterior walls on dwellings will be double wall construction and will have lap siding, shingles, board and batten, stone (natural or cultured), or brick finish. No dwelling shall be constructed with metal siding, vinyl, or T-111.

J. House body colors will be natural earth tone colors; bright or vivid shades shall be allowed as accent only.

K. Roofing will be a 30 year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed. Minimum six in twelve roof pitch shall be required, excluding porches.

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

M. No short wave antennas or large (greater than 1 1/2 feet in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

N. All garbage, trash, cuttings, refuse or garage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment and other service facilities shall be screened from view from adjoining lots (ground level) and roads.
O. No offensive activity shall be carried on or 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, cutting, or refuse may be allowed to accumulate, or remain on any lot.

P. No commercial advertising signs or billboards shall be placed or kept on any lot. Temporary signs, such signs that are normally used in connection with the sale, rent or lease of real property, political signage, garage sales, including model homes, may be placed upon the lot of any owner. Sign size and placement must meet the City’s current Sign Ordinance.

Q. No lot may be used as a place to raise or breed 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.

R. 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 fence. Pads and driveway approaches for allowed storage of such vehicles must be on concrete. No such vehicle may be parked overnight on any street or road serving the property of a driveway, except that, subject to the City of McMiniville restrictions, for vehicles of guests of homeowners. No heavy equipment or semi tractor 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.

S. 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.

T. 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.

U. The developer retains the right and intends to plant trees in the plant strip located in the front of each lot (between the sidewalk and the curb). The owner of each lot will care for and maintain such trees after they are planted.
V. Lots 86 - 94 have a 12 foot private storm drain easement at the back of the lots. Said lot owners shall be equally responsible for the care and maintenance of the storm drain system within this easement.

2. **Enforcement**

   A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefited 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 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 ten years from the recording of this document at which time these covenants shall be automatically extended for successive periods of ten years. The owners of at least two-thirds (2/3) of the benefited properties may, at any time agree in writing to change these covenants in whole or part, and such agreement is effective when duly recorded in Yamhill County real property records. Each legally subdivided or partitioned portion of the benefited property shall entitle its owners to one vote.

   C. Invalidation of any of these Covenants, Conditions and Restrictions by court order, judgment or decree shall in no way effect 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 27 day of October, 2014.**

Premier Development, LLC
an Oregon Limited Liability Company

By [Signature] Member
STATE OF OREGON

County of Yamhill

On this 22nd day of October, 2014, personally appeared before me, a Notary Public for the State of Oregon, Lori L. Zumwalt, Member, of Premier Development, LLC. and that this Declaration was voluntarily signed and sealed by her on behalf of and pursuant to authority of said corporation.

EXHIBIT “A”

WEST VALLEY ESTATES PHASE 3

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 4 WEST, AND THE SOUTHEAST QUARTER SECTION OF 24, TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN, WITHIN THE WILLIAM G. DAVIS DONATION LAND CLAIM NO, 69 AND 45, CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON.
WEST VALLEY ESTATES  
Phase 3

Located in the SW 1/4 of Section 19, T. 4 S., R. 4 W. and 
the SE 1/4 of Section 24, T. 4 S., R. 5 W., W.M., William 
Dove Donation Land Claim No. 69 and 45, City of McMinnville, 
Yamhill County, OR

City of McMinnville File No. S-03-05

Date: 14 Oct. 2014

Legend

- 5/8" iron rod with yellow plastic cap marked
  "Dunkel & Associated" set in plots of WEST VALLEY
  ESTATES - Phase 1 and WEST VALLEY ESTATES - Phase 2
- 5/8" iron rod with yellow plastic cap marked "L.M. McDonald & Assoc., LLC"
- Iron rod in monument box

WEST VALLEY Water & Light Commission

U.E. = 10" wide utilities (easement along road frontages)

Easement Notes

Easement #1 = a 7" wide private sanitary sewer easement in Lot 99 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #2 = a 7" wide private storm drain easement in Lot 100 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #3 = a 7" wide private sanitary sewer easement in Lot 101 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #4 = a 7" wide private storm drain easement in Lot 102 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #5 = a 7" wide private sanitary sewer easement in Lot 103 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #6 = a 7" wide private storm drain easement in Lot 104 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #7 = a 7" wide private sanitary sewer easement in Lot 105 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #8 = a 7" wide private storm drain easement in Lot 106 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #9 = a 7" wide private sanitary sewer easement in Lot 107 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #10 = a 7" wide private sanitary sewer easement in Lot 108 for the benefit of future lots developed in the remainder of Parcel 1 of Partition Plot 2004-35.

Easement #11 = a 12" wide private storm drain easement for the benefit of Lots 86-94.

Easement #12 = existing 7.5" wide private storm drain easements in Lots 78 & 79 of WEST VALLEY ESTATES - Phase 2 (E13 & E14) for the benefit of the remainder of Parcel 1 of Partition Plot 2004-35, which includes this subdivision.

Typical Intersection

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This is an exact copy of the original plat of "WEST VALLEY ESTATES - Phase 3"

By Leland McDonald & Assoc., LLC
Formerly also Matt Dunkel & Assoc., 3765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-472-7204
Fax: 503-472-0367
Email: leem@mcdonaldsurveying.com

Page 1 of 2

REGISTERED PROFESSIONAL LAND SURVEYOR

LELAND & LEONARD MCDONALD

Expires 31 December 2014
West Valley Estates – Phase 3

Located in the SW 1/4 of Section 19, T. 4 S., R. 4 W. and the SE 1/4 of Section 24, T. 4 S., R. 5 W., WM., William Davis Donation Land Claim No. 69 and 45, City of McMinnville, Yamhill County, OR.

City of McMinnville File No. S-03-05
Date: 14 Oct. 2014

Declaration

Know all men by these presents that Premier Development, LLC, an Oregon Limited Liability Company, is the owner of the lands, in fee, and Community Financial Corporation, as Oregon Corporations, is the lien holder of the lands represented on the attached map and more particularly described in the Surveyor’s Certificate and have caused said lands to be platted into lots, streets and easements as shown and noted on the attached map, and do hereby dedicate for the public use forever all street right of ways and easements for the purposes shown and noted on the attached map.

[Signatures]

Acknowledgement

STATE OF OREGON )

COUNTY OF YAMHILL )

On this day of , 2014, personally appeared before me, a Notary Public for the State of Oregon, , Member, Premier Development, LLC, and that this Declaration was voluntarily signed and sealed by him on behalf of and pursuant to authority of said corporation.

[Signature]

NOTARY PUBLIC

[Signature]

Commission Number: 477855

My Commission Expires 5-10-17.

Surveyor’s Certificate

I, Leland MacDonald, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein known as West Valley Estates – Phase 3, the boundary of which is more particularly described as follows:

Beginning at the northeast corner of Lot 32 of West Valley Estates – Phase 1, thence South 89’44”35” West 100.00 feet to the northwest corner of said Lot 32; thence North 79’05”38” West 51.80 feet to the northeast corner of Lot 34 of West Valley Estates – Phase 1; thence North 89’44”35” West 100.00 feet to the northwest corner of said Lot 34; thence North 00’00”11” West 745’04 feet to the southeast corner of West Valley Estates – Phase 1 and West Valley Estates – Phase 2; thence North 117’04”12” East 50.90 feet to the southeast corner of Lot 59 of West Valley Estates – Phase 2; thence North 00’00”11” West 100.06 feet to the southwest corner of Lot 63 of West Valley Estates – Phase 2; thence South 89’44”35” East 226.44 feet to the southeast corner of Lot 07 of West Valley Estates – Phase 2; thence South 01’23”06” East 91.15 feet along the west line of Parcel 2 of Partition Plot No. 65-88 to the southeast corner of said Parcel 2; thence South 18’31”38” West 33.61 feet; thence South 06’07”18” East 32.13 feet to the beginning of a curve concave to the north having a radius of 115.00 feet; thence easterly 17.98 feet along said curve ( chord=South 64’46”05” East 17.06 feet), thence South 00’00”11” East 60.00 feet; thence South 00’00”11” East 69’63” to the point of beginning.

By Leland MacDonald & Associates, LLC
Formerly dba West Dunkel & Associates, 3765 Riverside Drive, McMinnville, Oregon 97128
Phone: 503-472-7004
Fax: 503-472-3067
Email: landmac@landsurveying.com

This is an exact copy of the original plot of “WEST VALLEY ESTATES – Phase 3”.