DECLARATION REGARDING PRIVATE EASEMENTS
FOR PAIRED LOTS IN WESTVALE

1. This Declaration is made the 23rd day of September, 1983 concerning "paired lots" and "private easements" as noted and described on the plat of Westvale, a subdivision in Yamhill County, Oregon, recorded the 23rd day of September, 1983 in cabinet A, slide 221, record of plats, Yamhill County ("the plat").

2. The purpose of this declaration is to provide for a means to install, maintain and repair common roof drain and foundation drain facilities for paired lots.

3. This declaration is intended to create perpetual, non-exclusive easements benefiting and burdening specific portions of the property described in the plat.

4. Perpetual, non-exclusive easements for installation and maintenance of common roof drain and foundation drain facilities together with the right to enter the burdened property as reasonably required for maintenance, installation and repair of common roof drain and foundation drain facilities are hereby created as described on the plat and in this declaration.

5. The specific "private easements" shown on the plat and created by this declaration shall burden and benefit only the specific "paired lots" belonging to the paired lot group in which the private easement in question is located. For example, the private easement depicted on Lot 16B of Block Four burdens Lot 16B for the benefit of all lots in the paired lot group (Lots 16A, 16B, 16C, 16D of Block Four). Lot 16B is benefited by the private easements described on the plat and created by this dedication upon the same paired lot group (Lots 16A, 16B, 16C, 16D of Block Four).

6. When improvements are built on paired lots, an additional private easement shall be automatically created on the same terms and conditions of this declaration if the common roof or foundation drains as constructed reasonably require installation on a portion of the paired lot group not described as private easements on the plat. The easement or easements thus created shall be 2½ feet on each side of the centerline of such common facilities.

7. The repair of all common roof drain and foundation drain facilities located on the easements described in the plat in this declaration shall be shared equally by all of the lots served by the facility in question. This obligation shall run with the land and shall also be the obligation of the owner of each burdened and benefited lot. Owner means the
record owner or contract purchaser, whether one or more persons or entities of a fee simple estate in any lot, plot or living unit located on the property described in the plat. If there are more than one owner, all owners shall be jointly and severally liable. Excluded from the obligation to repair is repairs necessitated by damage intentionally or negligently caused by an individual owner, his or her agents, assigns, or invitees. This type of damage shall be the responsibility of the owner causing the damage, except that this exclusion from the shared maintenance responsibilities does not apply to damage caused by negligent failure to perform routine maintenance.

8. If any repairs are done that affect the burdened property, the repair will include returning the burdened property to its former condition and repair.

WESTVALE SUBDIVISION, OREG. LTD.,
an Oregon Limited Partnership

by: [Signature]
JACK LEONARD, General Partner

by: [Signature]
RAY KAUSER, General Partner

STATE OF OREGON )
County of Yamhill ) ss.

Personally appeared before me, the above-named JACK LEONARD and RAY KAUSER, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

Before me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/17/86

STATE OF OREGON)
County of Yamhill ) ss.

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

VOL. 180 Page 1135

COUNTY CLERK

9-23-83

FILED

06672
YAMHILL COUNTY, OREGON
SEP 23 9 51 AH 83
CHARLES STERN
COUNTY CLERK
DEPUTY
Amendment to Declaration Regarding Private Easements for Paired Lots in Westvale (a recorded subdivision in Yamhill County, Oregon, in Cabinet A, Slice 221, Record of Town Plats.)

1. This Amendment to the certain "Declaration Regarding Private Easements for Paired Lots in Westvale" as recorded September 23, 1983 in Film Volume 180, Page 1135, Deed and Mortgage Records, is made this 27th day of June 1984.

2. The purpose of this Amendment is to provide for and effect the extinguishment of certain "private easements" as created by the aforesaid recorded Declaration and by their notation on the recorded Plat of Westvale (Cabinet A, Slide 221) in order that portions of Block 6 Westvale aforesaid may be re-subdivided into "unpaired lots" of increased size and dimension for future development. The "private easements" to be extinguished affect the following described "paired lots" all being in Block 6, Westvale aforesaid to-wit:

3. The undersigned Oregon Limited Partnership is the sole owner of the premises and holder of all right, title and interest in the premises benefited and burdened by the "private easements" to be extinguished upon and in any manner appurtenant or appertaining to the above described lots in Block 6 aforesaid and no other party or individual asserts any beneficial right or interest therein EXCEPT the hereinafter named Mortgage holder (assignee) joining in and consenting to this Amendment.

4. NOW THEREFORE, in consideration of the improvement of the subject premises by future re-subdivision, the undersigned does hereby amend the aforesaid Declaration by extinguishing the "private easements" (and not the ten foot utility easements shown on the recorded Plat of Westvale aforesaid), upon those certain lots in said Block 6, Westvale as follows:

said "private easements" on the above mentioned Lots being hereby extinguished by conveyance and merger into the fee by this instrument of amendment.

5. In all other respects, the Declaration as recorded in Film Volume 180, Page 1135, Deed and Mortgage Records shall remain unchanged, in force and effect.
WESTVALE SUBDIVISION, OREG. LTD., an Oregon Limited Partnership

BY

Jack Leonard, General Partner

By

Ray Kauer, General Partner

STATE OF OREGON )

) ss.

County of Yamhill )

June 29, 1984

Personally appeared, Jack Leonard and Ray Kauer, as General Partners of WESTVALE SUBDIVISION OREG. LTD., an Oregon Limited Partnership, and acknowledged the foregoing instrument to be the voluntary act and deed of the Partnership.

BEFORE ME,

Notary Public for Oregon

My Commission expires 5-25-85

Consent by Mortgagee (Assignee)

Valley Community Bank

The undersigned does hereby consent to and ratify the foregoing instrument to the extent of extinguishment of certain "Private Cestiments" as described in the foregoing; such consent however shall in no way affect or impair the lien of the mortgage held by the Valley Community Bank upon the real property described in the amendment instrument aforesaid; said mortgage being recorded 4-1-83 in Film Volume 176 page 346 Deed and Mortgage Records and assigned by instrument recorded in Film Volume 179 page 898 Deed and Mortgage Records.

STATE OF OREGON )

) ss.

County of Yamhill )

I hereby certify that the

within was received and duly

recorded by me in Yamhill

County records.

YAMHILL COUNTY CLERK

04766 FILED

VALLEY COMMUNITY BANK

BCN JAN 29 1984 12:50 PM

CHARLES STEIN
COUNTY CLERK

VOL. 139 Page 674

DEPUTY
SECOND AMENDMENT TO DECLARATION REGARDING PRIVATE EASEMENTS IN WESTVALE

1. This Second Amendment instrument to that certain "Declaration Regarding Private Easements in Westvale" as recorded September 23, 1983 in Film Volume 180, Page 1135, Deed and Mortgage Records (said Declaration being first amended by instrument recorded June 29, 1984 in Film Volume 187, Page 874, Deed and Mortgage Records) is made this 3rd day of MARCH, 1985.

2. The purpose of this Second Amendment is to provide for and effect the merger and extinguishment of certain remaining "private easements" upon certain lots which were not affected by the hereinabove mentioned first amendment instrument in order to further develop additional single family lot sites.

3. The remaining "private easements" to be merged and extinguished are located, depicted, and shown on the Plat upon lots 14A, 14B, 14C, 14D, 15A, 15B, 15C, Block 6 of the Original Plat of Westvale as recorded in Cabinet A, Slide 271, Records of Town Plats, Yamhill County, Oregon.

4. The undersigned Oregon Limited Partnership is the sole owner of the lots upon which said "private easements" are located and is the holder of all right, title, and interest in the premises benefited and burdened by the subject "private easements" to be extinguished upon and in any manner appurtenant or appertaining to the above described lots in Block Six Westvale and no other party or individual asserts any beneficial right or interest therein except the hereinafter named mortgage holder (assignee) joining in and consent to this amendment.

5. NOW THEREFORE in consideration of the future improvement of the subject lots for use as single family building sites, the undersigned does hereby amend the aforesaid Declaration by extinguishing the remaining "private easements" as shown upon the hereinabove mentioned lots, said "private easements" being hereby extinguished by conveyance and merger into the fee by the second instrument of amendment.

6. In all other respects, the Declaration as recorded in Film Volume 180, Page 1135, Deed and Mortgage Records shall remain unchanged and in full force and effect.

Westvale Subdivision, Oreg. LTD., an Oregon Limited Partnership

By: /s/ [Signature]
Jack Leonard
General Partner
State of Oregon  
) s.s.  
County of Yamhill  

March 13, 1985

Personally appeared, Jack Leonard, General Partner of Westvale Subdivision 
OREG. LTD., an Oregon Limited Partnership and acknowledged the foregoing 
instrument to be the voluntary act and deed of the Limited Partnership.

BEFORE ME  

Notary Public for Oregon  
My Commission Expires 1-25-84

The undersigned mortgage holder (assignee) does hereby consent to and 
ratify the foregoing second amendment instrument to the extent of 
 extinguishment of certain "private easements" as described therein; 
however, such consent and ratification shall in no manner affect or impair 
the lien of the mortgage held by Valley Community Bank upon the real 
property described in said second amendment instrument and other property, 
said mortgage being recorded April 1, 1983 in Film Volume 176, Page 346, 
Deed and Mortgage Records as assigned by instrument recorded in Film 
Volume 179, Page 898, Deed and Mortgage Records.

VALLEY COMMUNITY BANK  
By:  
Chief Executive Officer

YAMHILL COUNTY CLERK  
STATE OF OREGON  
) ss.  
County of Yamhill  

I hereby certify that the 
within was received and duly 
recorded by me in Yamhill 
County records:

VOL. 192  Pgs. 1813  
YAMHILL COUNTY, OREGON  

MARCH 15, 2005  
CHARLES STEPHN  
COUNTY CLERK  
1985  
Christie
PARTIAL RESCISSION (AS TO CERTAIN LOTS ONLY)

OF DECLARATION REGARDING COMMON WALL CONSTRUCTION

FOR PARCEL LOTS IN WESTVALE SUBDIVISION

This rescission declaration is made the 20th day of May, 1988 by WESTVALE SUBDIVISION, OREG. LTD. II, a limited partnership and RAYMOND C. KAUPER.

RECITALS:

1. This Fourth Amendment to that certain "Declaration" as recorded September 23, 1983 in Film Volume 180, Page 1139, Deed and Mortgage Records (said "Declaration" having been amended by mesne instruments being recorded June 29, 1984 in Film Volume 187, Page 874; recorded March 15, 1985 in Film Volume 192, Page 1813; and recorded March 15, 1985 in Film Volume 192, Page 1815; all in Deed and Mortgage Records) is made this 20th day of May, 1988.

2. The purpose of this Amendment is threefold:

A. to provide for and effect the extinguishment by merger into the fee of certain "private easements" as noted on the recorded Plat and further set forth in the "Declaration" and affecting Blocks 1 and 2 of Westvale Subdivision.

B. to eliminate certain construction or building designation type uses and other uses as noted on the Plat and further set forth in the "Declaration", and affecting Blocks 1 and 2 of Westvale Subdivision.

C. to fully exclude from the effect of the "Declaration" all property lots or tracts located within Blocks 1 and 2 of Westvale Subdivision, all said Blocks now being redeveloped as single family residence sites.

3. The "private easements" to be merged into the fee and extinguished are located, depicted and shown on the recorded Plat of Westvale upon Lots 1A, 1B, 1C, 1D, Block 1; 2A, 2B, 2C and 2D, 1A, 1B, 1C, 1D, Block 2; and also Tract B in said Block 2.

The building or construction type designations, uses and

PAGE 1 - PARTIAL RESCISSION
parking area designations noted on the said Plat are to be eliminated and extinguished as to said Blocks 1 and 2.

All of Blocks 1 and 2 aforesaid are herein identified as the property to be cleared from the effect of the "Declaration".

4. The undersigned is the owner in fee simple of the property upon which the "private easements" are located and being also the property subject to the uses and "Declaration" as set forth in paragraphs 2 and 3 above. The undersigned is the holder of all right, title and interest in law or equity in the premises burdened or benefited by the "private easements", use designations and the "Declaration" including all beneficial rights therein as the same apply to the subject property to the exclusion of all others.

5. Now, therefore, in consideration of the benefits arising by reason of the redevelopment of the subject property herein, the undersigned does hereby amend the "Declaration" by merging and extinguishing the "private easements" hereinabove mentioned; extinguishes the use designations noted on the recorded Plat as hereinabove mentioned; lifts and fully excludes from the effect of the "Declaration" all of Blocks 1 and 2 herein described. For the purposes of effecting a merger of the "private easements" into the fee, this instrument shall operate to convey all of the interest of the undersigned therein.

6. In all other respects, the notations on the recorded Plat and the "Declaration" shall remain unchanged and in full force and effect.

Dated: 5-25-88

WESTVALE SUBDIVISION, Oreg.,
Ltd. II, an Oregon
Limited Partnership

by: Raymond C. Kaiser
General Partner
(Owner as to all of Blocks 1 and 2, Westvale Subdivision, Yamhill County, Oregon).
STATE OF OREGON  
County of Yamhill  

Personally appeared Raymond O. Kauer, General Partner of Westvale Subdivision, Ore., Ltd. II an Oregon Limited Partnership and acknowledged said instrument to be the voluntary act and deed of the limited partnership.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7-24-89

STATE OF OREGON  
County of Yamhill  

Personally appeared Raymond C. Kauer and acknowledged said instrument to be his voluntary act and deed.

Before me:

[Signature]

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7-24-89

STATE OF OREGON  
County of Yamhill  

I hereby certify that the within was received and duly recorded by me in Yamhill County records.

[Signature]

CLERK, STEVINSON COUNTY CLERK

PAGE 3 - PARTIAL RESCISSION
Partial Recission (As to certain Lots only) of Declarations regarding Common Wall Construction for parcel lots in Westvale Subdivision

This recission declaration is made this 27th day of April, 1999, by Raymond C. Kauer.

RECATAL:

1. This 5th amendment to certain "Declarations" as recorded September 23, 1983 in Film Volume 180, Page 113, Deed and Mortgage Records and recorded April 5, 1984 in Film Volume 185, Page 6C, Deed and Mortgage Records (said "Declarations" having been previously amended by certain instruments of record, including those recorded June 20, 1984 in Film Volume 187, Page 874; recorded March 15, 1985 in Film Volume 192, Page 1813; recorded March 15, 1985 in Film Volume 192, Page 1815; and recorded May 25, 1988 in Film Volume 222, Page 1918, all in Deed and Mortgage Records) is made this 27th day of April, 1999.

2. The purpose of this amendment is threefold:
   A. to provide for and effect the extinguishment by merger into the fee of certain "private easements" as noted on the original Plat and further set forth in the "Declarations" and affecting certain lots in Blocks 3 and 5 of Westvale Subdivision.
   B. to eliminate certain construction or building designation type uses and other uses as noted on the recorded Plat and further set forth in "Declarations" and affecting certain lots in Blocks 3 and 5 of Westvale Subdivision.
   C. to fully exclude from the effect of the "Declarations" all those certain lots or tracts located in Blocks 3 and 5 of Westvale Subdivision, portions of said Blocks now being redeveloped as single family residence sites.

3. The "private easements" to be merged into the fee and extinguished are located, depicted, and shown on the recorded Plat of Westvale, are upon Lots 1A, 1B, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, and 4B all in Block 3, Westvale Subdivision and upon Lots 2A, 2B, 2C, 2D, 3A, 3B, 4A, 4B, 4C, and 4D, all in Block 5, Westvale Subdivision.

   The building or construction type designations, uses for parking bay areas (said parking bays having been heretofore vacated by reason of McKinley City Ordinance No. 4333, recorded in Film Volume 197, Page 993, Deed and Mortgage Records) noted on the said Plat are to be eliminated and extinguished as to the aforementioned lots situated in Blocks 3 and 5 of Westvale Subdivision.

   All of the lots mentioned hereinabove in said blocks 3 and 5 are herein identified as the property to be cleared from the effect of the "Declarations".

4. The undersigned is the owner in fee simple of the property upon which the "private easements" are located and being also the property subject to the uses and "Declarations" as set forth in paragraphs 2 and 3 above. The undersigned is the holder of all right, title, and interest in law or equity in the premises that are subject to, burdened, or benefited by the "private easements" use designations and the "Declarations", including any and all beneficial rights therein as the same apply to the subject property to the exclusion of all others.
5. Now, therefore, in consideration of the benefits arising by reason of the redevelopment of the subject property herein, the undersigned does hereby amend the "Declarations" by merging and extinguishing the "private easements" on lots hereinabove mentioned; extinguishes the use and building type designations noted on the recorded Plat affecting said lots in Blocks 3 and 5 as hereinabove mentioned; lifts and fully excludes from the effect of the "Declarations" all of those certain lots in Blocks 3 and 5 herein described. For the purposes of effecting a merger of the "private easements" into the fee, this instrument shall operate to convey all of the interest of the undersigned herein, as to the aforesaid lots in Blocks 3 and 5.
6. In all other respects, the notations shown on the recorded Plat, the use and building type designations and all terms and provisions set forth in the "Declarations" shall remain unchanged and in full force and effect.

Dated __________, 1989

RAYMOND C. KAUSER

State of Oregon)
County of Yamhill)

April 27, 1989

Personally appeared the above named Raymond C. Kauser and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Notary Public for Oregon
My Commission Expires: __________

CONSENT

Valley Community Bank, a State Banking Corporation, as beneficiary under the certain Deed of Trust recorded December 31, 1987 in Film Volume 219, Page 289, Deed and Mortgage Records of Yamhill County, Oregon, does hereby grant its consent to the revision of the "above mentioned Declarations" and extinguishment of certain "private easements" as more particularly described hereinabove.

However, such consent shall in no manner affect the lien of its Deed of Trust upon the subject premises.

BY:

STATE OF OREGON) ss.
Yamhill County Court

County of Yamhill

[Signature]

WITNESS my hand and official seal this __________ day of __________, 1989.

[Signature]

[Name]

COUNTY CLERK

STATE OF OREGON) ss.
Yamhill County Court

County of Yamhill

[Signature]

WITNESS my hand and official seal this __________ day of __________, 1989.

[Signature]

[Name]

COUNTY CLERK
DECLARATION REGARDING COMMON WALL CONSTRUCTION
FOR PARCEL lots in WESTVALE SUBDIVISION

1. This Declaration is made the 5th day of April 1984 concerning rights, uses and maintenance of common wall structures on "paired lots" as noted and described on the plat of Westvale, a subdivision in Yamhill County, Oregon, Recorded September 23, 1982 in Cabinet A, Slide 221, Record of Plats, Yamhill County, Oregon.

2. The purpose of this declaration is to establish a uniform permanent plan for construction, use and maintenance of common building fire walls upon said paired lots.

3. Each common building fire wall constructed on or immediately contiguous to the dividing line between the paired lots shall be a party wall. The general rules of law relating to party walls shall apply to the party walls on paired lots in this subdivision, except where such rules are inconsistent with this Declaration.

4. The cost of reasonable repair and maintenance of each party wall shall be shared equally by the owners where lots abut the wall.

5. If a party 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 party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

The right of an owner to contribution 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.

6. The parties agree that if one owner of a common wall improvement located in a series of paired lots desires to paint or roof the exterior of the owner's unit, the painting and roofing materials shall be, in so far as possible, identical to the painting and roofing materials used in the original construction (both color and type of unit) unless the owners of all other units in the paired lot group agree in writing.

PAGE 1 - DECLARATION
Any dispute concerning a party wall which the owners are unable to settle 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.

WESTVALE SUBDIVISION OREG. LTD.

by: Jack P. Leonard Co. Partner
by: Raymond C. Kauer Gen Partner

STATE OF OREGON )
 ) SS.
Count of Yamhill )

On this 5th day of April, 1984, before me appeared Jack P. Leonard, General Partner and Raymond C. Kauer, General Partner of Westvale Subdivision, Oreg., Ltd., an Oregon Limited Partnership on behalf of said Limited Partnership and acknowledge said instrument to be the free act and deed of said Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires

FILED:

YAMHILL COUNTY, OREGON

STATE OF OREGON)
COYUNty OF YAMHILL

I hereby certify that the within was received and duly recorded by me in Yamhill County records.

Charles Stern
County Clerk

VOL. 185 Page 86
1. This Amendment to that certain "Declaration Regarding Common Wall Construction for Parcel Lots in Westvale Subdivision"; which "Declaration" was recorded April 5, 1984 in Film Volume 185, Page 86, Deed and Mortgage Records, is made this 13th day of March, 1985.

2. The purpose of this amendment is to exclude from the effect of the aforesaid "Declaration" all lots in Block Six, Westvale, as recorded in Cabinet A, Slide 221, record of Township for Yamhill County, all of said property being redeveloped as single family residential lots.

3. The undersigned Oregon Limited Partnership is the owner in fee simple of the subject property and is the holder of all the beneficial rights in law or equity as may be derived from the Declaration Except the hereinafter named mortgagee (assignee) joining in and consenting to this amendment.

4. NOW THEREFORE in consideration of the benefits arising by reason of the re-development of the premises herein, the undersigned does hereby amend the aforesaid "Declaration" to exclude all lots in Block Six Westvale from the effect and operation of the "Declaration."

5. In all other respects the aforesaid "Declaration" shall remain unchanged and in full force and effect.

WESTVALE SUBDIVISION, OREG., LTD.,
an Oregon Limited Partnership

By:__________
Jack Leonard
General Partner

State of Oregon )
 ) s. e.
County of Yamhill )
March 13, 1985

Personally appeared, Jack Leonard, as General partner of Westvale Subdivision OREG., LTD., an Oregon Limited partnership and acknowledged the foregoing instrument to be the voluntary act and deed of the Limited Partnership.

BEFORE ME:

My Commission Expires:
The undersigned mortgage holder (assignee) does hereby consent to and ratify the foregoing amendment instrument to the extent of excluding the subject property from the effect and operation of the "Declaration" as set forth above; however, such consent and ratification shall in no manner affect or impair the lien of the mortgage held by Valley Community Bank upon the real property described in the foregoing amendment instrument and other property, said mortgage being recorded April 1, 1983 in Film Volume 176, Page 346, Deed and Mortgage Records or assigned by instrument recorded in Film Volume 179, Page 898, Deed and Mortgage Records.

[Signature]

VALLEY COMMUNITY BANK
By

Chief Executive Officer

CHIEF EXECUTIVE OFFICER

[Stamp]

YAMHILL COUNTY CLERK

STATE OF OREGON)

YAMHILL COUNTY, OREGON

I hereby certify that the within was received and duly recorded by me in Yamhill County records:

CHARLES PERN
COUNTY CLERK

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[Stamp]