

After Recording return to:

Morris & Nancy Findley
13555 NE Worden Hill Rd
Newberg, OR 97132

Deed Restriction

(Declaration of Covenants, Conditions and Restrictions)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
R331700200, R331700202, R331700201 commonly known as 13479, 13555 and O NE
Worden Hill Road, Newberg OR 97132 and being more particularly described as follows:

Parcels 1, 2 and 3 of Partition Plat 2007-18 recorded March 30, 2007 as Instrument No.
200707048, Yamhill County, Oregon.

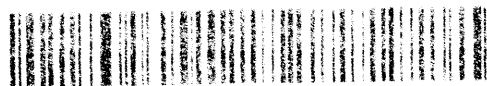
("Declaration") is made this 20th day of July, 2012

by Charles M. Findley and Nancy L. Findley, Trustees, or their successors in trust, under the
Findley Living Trust dated May 29, 2008, and any amendments thereto, for the benefit of
Charles M. Findley and Nancy L. Findley (hereinafter "Grantor")

First American Title 10 190502

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK

2012-10301



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RECITALS

A. Charles M. Findley and Nancy L. Findley, Trustees, or their successors in trust, under the Findley Living Trust dated May 29, 2008, and any amendments thereto, are the owners of real property located at 13555 Worden Hill Rd, Newberg, OR 97132 (T3S, R3W, Section 17 Tax Lot 200). This parcel is the servient estate of the Easement established herein.

B. The real property located at 13479 NE Worden Hill Rd, Newberg, OR 97132 (T3S, R3W, Section 17 Tax Lot 202). This parcel is the dominant estate of the Easement established herein.

C. The real property located at 0 NE Worden Hill Road, T3S R3W, Section 17 Tax lot 201.

D. WHEREAS, the Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Real Property for the benefit of all of the Owners and the Lots stated above on NE. Worden Hill Road in Newberg.

E. NOW, THEREFORE, the Declarant declares that the Real Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Real Property or any part thereof and shall insure to the benefit of each Lot Owner. The Declarant is not committing itself to take any action other than as expressly provided herein by adoption of the covenants, conditions, and restrictions set forth in this Declaration. Anyone acquiring one or more Lots will have the advantage of any further development, but shall not have any legal right to insist that there be development except as expressly provided herein.

NOW, THEREFORE, Declarant subjects the Real Property, together with any and all real property and improvements which may be added to the Real Property pursuant to the provisions of this Declaration, to the covenants, conditions, and restrictions set forth below.

SECTION 1. INTRODUCTION

1.1 General Declaration. The covenants, conditions, and restrictions set forth in this Declaration shall run with and bind the Real Property, each Lot, and other division, if any, of the Real Property, the Owners, the Occupants, and all other Persons acquiring any interest in the Real Property or any portion thereof, and the heirs, successors, and assigns of the Owners, the Occupants, and such other Persons. These covenants, conditions, and restrictions shall insure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants, future Owners and future Occupants.

SECTION 2. DEFINED TERMS

Throughout this Declaration, the following terms, when capitalized, shall have the following meanings:

2.1 "Building Structure" shall mean a building that is comprised of one or more contiguous Homes constructed and located on Lots, including without limitation, garage structures located on Lots, whether attached to or detached from the Building Structure.

2.2 "Common Home Exteriors" shall mean the exterior of each attached Home at the Real Property. Common Home Exteriors shall include the siding, trim, rain gutters, downspouts, rain drain and footing drain systems, roof, roof eaves, and flashing, including garage whether attached or detached to the dwelling unit. Common Home Exteriors do not include the interior landscaping within enclosed courtyards or patios, decks, fencing, or driveways, except as may be spelled out within this Declaration. Also excluded from Common Home Exteriors are the maintenance responsibilities that rest solely with the Owners of such Lots as defined in this Declaration.

2.3 "Declarant" shall mean A. Charles M. Findley and Nancy L. Findley, Trustees, or their successors in trust, under the Findley Living Trust dated May 29, 2008, and any amendments thereto, are the owners of real property located at 13555 Worden Hill Rd, Newberg, OR 97132 (T3S, R3W, Section 17 Tax Lot 200). This parcel is the servient estate of the Easement established herein and is referred to herein as Parcel A.

2.4 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Worden Hill, as it may be further amended from time to time.

2.5 "Developer" shall mean any Person engaged in the development of any Lot for the purpose of selling or leasing the Improvements ultimately constructed on such Lot.

2.6 "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

2.7 "Improvement" shall mean any improvement now or hereafter placed or constructed in, under, or upon the Real Property, including without limitation any building, road, driveway, parking area, fence, screening wall or barrier, retaining wall, stairs, deck, landscaping, and sign. An Improvement shall not be a Home or dwelling Structure.

2.8 "Lot" means any of the Two (2) lots of land designated on the related and applicable Partition Plats as a lot for residential use or any parcel of land designated as a lot for residential use on any re-plat of the Real Project.

2.9 "Occupant" shall mean and refer to occupant of a Home, who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

2.10 "Owner" shall mean and refer to the record Owner, including Declarant, whether or not more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

***2.11 "Partition Plats" means the above listed legal descriptions or tax lot parcels or addresses.

2.12 "Person" means any individual, association, corporation, partnership, or other legal entity.

****2.13 "Real Property" means the real property in Yamhill County, Oregon legally described as above.

SECTION 3. OWNERSHIP AND EASEMENTS

3.1 Ownership of Lots. Title to each Lot 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 person and/or entities shall constitute one Owner.

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

****(a) Easements on Partition Plats. The Lots are subject to the terms, conditions and obligations of all easements and rights-of-way shown, or noted on deed.

(b) Additional 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 Lots stated above on Worden Hill Rd, Newberg OR. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements unless written permission is first granted by the Declarant. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. In addition, an easement is specifically reserved to the Owners of any contiguous Home in each structure for access to, and right of repair or service to utility and/or drainage lines and facilities which exist on each Lot for common use of Owners in said structure.

(c) Maintenance Obligations/Owner Restrictions. Except as specifically noted in this Declaration, the Owner, at his/her expense, shall maintain, repair and replace the Improvements and utility installations located on the Owner's Lot area and shall hold the Declarant and other Owners harmless from any such costs.

SECTION 4. PROPERTY USE AND RESTRICTIONS

4.1 Improvements Permitted. No Improvement shall be erected or permitted to remain on any Lot except Improvements consisting of or containing one Home and Improvements normally accessory thereto and allowed by this Declaration. No mobile home or pre-fabricated home shall be erected or permitted to remain on any Lot, except as otherwise provided herein. The provisions of this Section 4.1 shall not be construed to prohibit construction of a barn or shop as provided here a garden shed or child's playhouse as provided herein or private swimming pool, so long as any such Improvement is otherwise in conformance with this Declaration and applicable governmental requirements. Homes on all Lots shall have at least 1800SF

4.2 Construction and Design Standards. The following minimum standards shall apply to and be enforceable with regard to any Home, Improvement, building or structure erected, constructed, developed, built or maintained on any Lot in Worden Hill.

4.2.1 Roof Materials. The exterior surfaces of the roofs of all Homes shall be Architectural Composition or one grade down, tile roofing, metal roofing or wood shake roofing as approved by the Declarant or the Declarant's successor.

4.2.2 Exterior Siding Materials, Trim and Other Features. The principal exterior surfaces, except for roofs and windows, of all Homes on said lots, shall be comprised or constructed of cedar, fir, brick, synthetic stone, L-P inner Seal Hardi board or equivalents thereof. In no event shall any exterior siding material that is principally comprised or constructed of plywood or vinyl be applied to the exterior surface of any Home, Improvement, building or structure on said lots. Similarly, no tile siding shall be applied to the exterior surface of any Home, Improvement, building or structure on said lots. Exterior trim, doors, railings, decks, patios, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained to so as to be compatible and consistent and in harmony with the structures they adjoin.

4.2.3 Windows. The frame materials used for windows in all Homes shall be composed of and constructed with materials and finished in such a manner so as to be compatible and consistent and in harmony with the Home in which such windows are installed.

4.2.4 Nature of Construction. All Homes erected or constructed on said lots shall be of "double-wall" construction and utilize construction materials and procedures consistent therewith.

4.2.5 Landscaping. All yards of all Homes shall be actively and consistently maintained so as not to be offensive in appearance, nor appear to be in neglect, nor cause or present any sort or form of hazardous condition. All landscaping installed in and on any said lots shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. All Lot Owners and Occupants are required to landscape and maintain their own..

4.2.6 Outbuildings and Barns. Outbuildings, detached garages and barns and other approved Improvements and structures shall be constructed and maintained utilizing high quality materials and workmanship and be of such character, style and design so as to be compatible and consistent and in harmony with the surrounding Homes and the general area. In addition to the Home, each Lot shall be limited to one (1) barn or shop and one (1) garden shed or child's playhouse. The barn or shop shall be no larger than 40 feet by 60 feet, and shall not exceed the height of the Home on the Lot by more than 15 feet. The garden shed or playhouse shall be no more than 20 feet by 24 feet and shall not exceed the height of the Home on the Lot.

4.3 Residential Use. Except as provided in this Section 4.2, Lots shall be used solely for single-family residential purposes. Nothing in this Section 4.2 shall be deemed to prohibit or limit (i) activities relating to the sale or rental of Homes, (ii) the right of Declarant or any Developer to construct Homes on any Lot or to store construction materials and equipment on any such Lot in the normal course of construction, or (iii) the right of any Owner to maintain a personal professional library, handle business or professional telephone calls, or confer with business or professional associates, clients, or customers in such Owner's Home.

4.3.1 Camping trailers, travel trailers, house trailers and motor homes can only be occupied as a living space during the construction phase of a Home on the Lot, provided that there is an active and valid building permit for the Home. Except for guests bringing their own and staying no longer than 30 days at a time.

4.4 Maintenance. Each Owner and Occupant shall be solely responsible for the maintenance of their Homes and Lots. Required maintenance and repair shall include without limitation (i) maintenance of all parking areas and private drives in a clean and safe condition, including cleaning and repairing as often as is necessary; (ii) cleaning, maintenance, and re-lamping of any external lighting fixtures; and (iii) maintenance of exteriors of buildings in an attractive and neat condition at all times.

4.5 Limitations on Use

4.5.1 Offensive Activities. No noxious or offensive activity shall be carried on said lots, nor shall anything be done or placed upon any Lot which interferes with or jeopardizes enjoyment of other Lots.

4.6 Animals.

4.6.1 Owners of Lots 201 and 202 shall be allowed to keep and maintain only one (1) horse. Any allowed horse shall be kept within an appropriate enclosure constructed for the specific purpose of corralling and housing said horse. All such structures shall be in compliance with this Declaration.

4.6.1.3 Owners of Lots shall not be allowed to keep or maintain pigs, boars, bulls or any type of exotic animals on any Lot.

4.6.1.4 Owners shall be allowed to keep and maintain no more than eight (8) total sheep or goats, including any combination of sheep and goats.

4.6.1.5 Owners shall be allowed to keep and maintain no more than two (2) llamas or alpacas on any Lot. Any allowed llama(s) or alpaca(s) shall be kept within an appropriate enclosure constructed for the specific purpose of corralling and housing said llama(s) or alpaca(s). All such structures shall be in compliance with this Declaration.

4.6.1.6 Owners shall be allowed to keep and maintain no more than three (3) domestic dogs or cats on any Lot. Pets will be allowed as outlined above as long as they do not pose a threat.

4.6.2 Minerals and Gas. No Lot or any part of said lots shall be used for the purpose of exploring for, extraction or production therefrom of any gas, oil, mineral or any other related or similar hydrocarbon or mineral substance.

4.6.3 Parking. In addition, parking of boats, trailers, recreational vehicles, trucks, campers, motorcycles, and similar equipment in excess of eight-quarters of a ton in weight shall not be allowed on any Lot, or any street adjacent thereto, except within an enclosed garage or screened area which prevents the vehicle or equipment therein from being seen from any other Lot, the Private Open Space, the Other Common Areas, or any street within the Real Property and the construction of which has been reviewed and approved by the Architectural Review Committee pursuant to Section 6.

4.6.4 Vehicles in Disrepair. No Owner or Occupant shall permit any vehicle which is in an extreme state of disrepair (as reasonably determined by the Board) or which is under repair to be abandoned or to remain parked in public view on any Lot for a period in excess of 48 hours.

4.6.5 Rubbish and Trash. No Lot or any part thereof shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal or recycling and out of public view. Dirt and other material resulting from landscaping work shall not be dumped onto

streets or any portion of a Lot. In the event an Owner or Occupant fails to remove any trash, rubbish, garbage or other waste materials from such Owner's or Occupant's Lot (or from any street or other Lot, if deposited thereon by such Owner or Occupant) within five (5) days after notice from any other Owner on said lots, the notifying Owner may have such waste removed and charge the expense of such removal to the offending Owner of the Lot.

4.6.6 Temporary Structures. No structure of a temporary character, campers, recreational vehicles, trailer, tent, shack, garage, bam, or other outbuilding shall be permitted or used on said lots at any time as a residence either temporarily or permanently, except as otherwise provided herein, ex. 4.3.1

4.6.7 Signs. No sign of any kind shall be displayed to the public view on any Lot or Improvement, except one professionally-made sign of not more than six (6) square feet advertising the Lot for sale. This restriction shall not prohibit the temporary placement of political signs, garage sale or event signs on any Lot by the Owner thereof, or placement of a professionally-made signs by Declarant that complies with applicable sign ordinances. This restriction shall also not apply to signs used by Declarant, builders, realtors or agents during construction and sales of Homes on Lots.

SECTION 5. GENERAL PROVISIONS

5.1 Duration. These covenants, conditions, and restrictions shall run with and bind, benefit, and burden in perpetuity the Real Property, all Owners and Occupants, and the lessees, invitees, and guests of all Owners and Occupants.

5.2 Severability. In the event any provision of this Declaration is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision or of the same provision to a different situation.

5.3 Amendment. This Declaration may be amended only upon the affirmative vote of seventy-five percent (75%) or more of the Owners, with each Owner having one vote for each Lot owned. For purposes of this Section 5.3, if there is more than one Owner of any Lot, such Owners shall together be considered a single Owner with respect to such Lot. When the Owners adopt an amendment to this Declaration, the Owners shall record the amendment in the real property records of Yamhill County. Any such amendment shall be effective only upon recordation. Amendments to this Declaration shall be executed by all Owners of said Lots.

5.4 Enforcement. Each Owner shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed pursuant to any provision of this Declaration by any appropriate proceeding at law or in equity. Any remedies specifically provided herein are

nonexclusive and cumulative and are in addition to all other remedies available to the Owners at law or in equity. In the event that suit or action is instituted to enforce any provision of this Declaration, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees and costs incurred in connection with such suit or action, including those incurred in connection with any appeal or review proceeding.

5.5 Non-Waiver. Any failure of any Owner to enforce a covenant, condition, or restriction contained in this Declaration shall not be deemed to constitute a waiver of the Owner's right to enforce that or any other covenant, condition, or restriction contained in this Declaration.

5.6 Declarant Not Liable. Neither Declarant nor Declarant's successors or assigns shall be liable to any Owner or Occupant or to any other Person for its enforcement or failure to enforce any provision of this Declaration. Each Owner and Occupant, by acquiring such Owner's or such Occupant's interest in the Property, agrees not to bring any action or suit against Declarant or any successor or assign of Declarant to recover any such damages or to seek any other relief (including without limitation equitable relief) by reason of any such enforcement or failure to enforce any provision of this Declaration. Each Owner and Occupant shall and does, by taking title to or occupying any portion of the Property, agree to defend, indemnify, and hold harmless Declarant and Declarant's successors and assigns from any claim, loss, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising out of the use, operation, ownership, occupancy, or condition or state of repair of that portion of the Property owned by such Owner or occupied by such Occupant.

5.7 Constructive Notice and Acceptance. By the recording of this Declaration, each Owner and Occupant shall be deemed to have consented and agreed to every term, covenant, condition, and restriction contained herein.

5.8 Joint and Several Liability. If an Owner consists of more than one Person, each such Person shall be jointly and severally liable for any assessment or charge and for the performance of any other obligation imposed pursuant to this Declaration.

5.9 Captions. The captions and headings of sections herein are for convenience only and are not intended in any way to define, limit, or describe the scope or intent of any section of this Declaration.

5.10 Notices. All notices under this Declaration shall be in writing. Any such notice shall be deemed effective on the earlier of the date of delivery or, if mailed, three (3) business days following the date of mailing, if addressed to the addressee at the addressee's Lot address.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this Declaration on this__ day of ____, 2012.

Findley Living Trust

Charles M. Findley
By: Charles M. Findley, Trustee

Nancy L. Findley
By: Nancy L. Findley, Trustee

STATE OF OREGON

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)ss.

County of Yamhill

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The foregoing instrument was acknowledged before me this 20th day of July, 2012, 2012 by Charles M. Findley and Nancy L. Findley, Trustees, under the Findley Living Trust dated May 29, 2008.

Carol C. Bechtold

Notary Public for Oregon

My Commission Expires 4/18/14

