INTRODUCTION

The intent from the first stages of the architectural design of Abbie Court has been to build upon the knowledge and experience gained in previous subdivision projects. It is planned that the desired results can be achieved with a sensible level of design control resulting in a wide diversity of homes from our participating builders.

The success will depend to a great extent on the cooperation of all builders, designers and salespeople.

It is intended that design controls will be exercised on all construction in the subdivision.

The issuance of architectural approval by Dundee Partners I in no way absolves the builder from complying with all requirements, statutory or otherwise, such as approval by Yamhill County, etc.

Dundee Partners I also reserves the right to refuse to approve any plans which it considers not to be of sufficient acceptable quality.
HOUSE TYPES

1. Minimum areas measured on the overall plan at floor level:
   - Ranch: 1,200 sq. ft. total
   - Split Level: 1,400 sq. ft. total
   - Two Story: 1,400 sq. ft. total (1,000 main floor)

2. All homes to include attached two car garages, carports shall not be allowed.

STREET SCENE

In selecting house types for lots in Abbie Court, the builder must take care to introduce sufficient diversity between houses to create interest in the street scene, and yet retain some repetitive features such as the slope of the roof areas, window proportions, etc., to provide a degree of visual continuity.

Model homes only allowed in the areas designated by the Architectural Control Committee. This will prevent builders from erecting signs, etc., in ward areas.

ELEVATION TREATMENT

A major problem with elevation design is that there is almost too much choice in the type of materials and colors available. It is also not often recognized that the character of any house is very much affected by these.

The following basic rules of good design are suggested to minimize the conflict that can result from the use of too many colors, materials, styles, or alternatively too much monotony:

1) Natural materials such as brick and wood are to be used whenever possible.

2) Where a chimney forms a prominent feature of the front of the house, it must be constructed in brickwork. (Prominent means on the front of the house, or within the front half of the side elevation.) However, consideration will be given to the use of cedar as a facing where a metal fireplace is utilized.

3) Large areas of light stucco are to be minimized. A limited number of stucco homes will be allowed in any one street frontage. Homes using stucco as the main finish should be...
designed in a manner to avoid the sterile and bland appearance associated with this material.

4) Dundee Partners I reserves the right to reject any design or use of material which are considered unsuitable in any particular location.

LANDSCAPING

Although there are no mandatory requirements for landscaping of single family areas, it is strongly recommended that front yard areas are grassed. Two Flowering Cherry or Plum trees per lot (4 on corner lots) will be provided by the builder. These trees, with a minimum caliper reading of 2", will be placed within the parking strip upon completion of construction. Homeowners should not use front yard areas for growing vegetable of any kind.

PROCEDURE FOR APPROVAL

1. Builder submits:
   a. Complete set of house plans
   b. Completed house plan approval forms
   c. Materials list
   d. Plot plan

   If a builder has purchased several adjacent lots, the plot plan should show all front elevations, to show the relationship of one house to the other.

2. Dundee Partners I grades against those set by the engineers, also checks colors and house types, square footage, etc.

3. Builder constructs units to approved grades, house types and colors.

4. Actual construction must not begin until written approval is obtained from Dundee Partners I and a building permit is obtained from the city of Dundee.

CONSTRUCTION DETAILS

Our goal is to provide a well-planned, well-engineered and completely serviced subdivision. To accomplish this goal, the cooperation of all lot owners, builders and sub-trades is necessary.
1. LOT DIMENSION: The initial dimensions as indicated to you may not be those which will be contained on the legal plan. The builder should locate all corners before starting to set out his building.

2. LOT GRADES: It is the responsibility of the builder to advise the house purchaser of the designed drainage pattern and grades and the fact that further landscaping must conform to that pattern.

Any corrective measures required as a result of the builder failing to comply with procedures and thereby causing elevations which are not compatible with adjacent lots and/or houses and are not acceptable to the city of Dundee, will become the full responsibility of the builder.

3. LEGAL SURVEY: Stationary iron posts have been provided at all block corners, points of tangency and changes in direction. Iron bars have been located at all other corners. Any damage to the stationary iron survey posts will be charged to the owner of the equipment doing the damage. The replacement of the iron bars on the lot corner pins shall be the responsibility of the lot owner.

4. UTILITY EASEMENTS: Utility easements are shown or described on the face of the plat. The builder should ensure that his building is sited in such a manner that no encroachment of buildings will occur on an easement.

5. UTILITY LOCATIONS: Sanitary sewers are installed inside the front property line. Water meter boxes are located behind the curb. Depths and exact locations of these laterals can be obtained from improvement plans from Dundee Partners I. Power, telephone, gas and cable availability and locations can be obtained from the purveyor.

6. DISPOSAL OF EXCAVATED MATERIAL: Builders will be responsible for the hauling of any excess or fill material to or from the lots. It is necessary for builders to keep excavated material within the confines of the lot being built upon. This means that no excavated materials are to be allowed to spill onto the streets or onto adjacent lots. Should any spillage occur, the removal and cost of such will be the builder's responsibility. Upon completion of house construction and landscaping, the builder shall clean any material off the street and adjacent lots.

7. DAMAGE: Any damage caused during the construction to curbs, streets and adjacent lots or property will be the responsibility of the builder.
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ABBIE COURT

LEGAL DESCRIPTION

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and ensure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be part of all transfers and conveyances to the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for such a period of 30 years from the date hereof, and the end of which time they shall be automatically extended for successive periods for ten years unless an instrument signed by a majority of the then owners of the lots within such platted areas has been recorded, agreeing to change said covenants and restrictions in whole or part; EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions would be modified then and in that event, any modification desired may be made by affirmative vote of the instant owners of 60% of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph 1. of the following:

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not less than 2 cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private green house, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the resident constructed on such lot.

2. DWELLING SIZE. One-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,200 square feet of finished living area. Two-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,400 square feet of finished living area with a minimum of 1,000 square feet on the first floor.
3. **LANDSCAPING.** The front yards of all lots and the front and street-facing side yards of corner lots shall be landscaped prior to completion of home construction. Landscaping shall, at a minimum, consist of lawn, bark dust planting areas, and two deciduous or evergreen trees of two inch caliper and 6' (foot) height.

4. **BUILDING LOCATION.** No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulation and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.

5. **COMPLETION.** Construction of any dwelling shall be completed, including exterior decoration and landscaping, within 1 year from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in neat and orderly condition and free of brush, vines, weeds and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

6. **HOUSE CONSTRUCTION.** All dwelling plans are subject to approval of the developer. Exterior decoration shall be in keeping with the architectural style approved by the developer. Roofing material shall be wood shake, wood shingle, bar-tile, approved brands of architectural composition, or other material approved by the Architectural Control Committee. The exterior walls of the home shall be double wall constructed, or brick veneer, or L.F. Lap Siding or any other material approved by the Architectural Control Committee. T-1-11 siding will not be allowed on any elevations facing the street.

7. **FENCES.** No fences on any lot boundary line shall exceed six feet in height above the grade on which it is situated and providing that any fence line or planting between the minimum building set-back line and the front line shall not exceed 3 1/2 feet above grade.

8. **EASEMENTS.** Easements for the installation of utilities are reserved and shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well kept condition as the remainder of the lot.

9. **NUISANCE AND MAINTENANCE.** No noxious or offensive activity shall be carried on upon and allot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, and buildings shall be kept and maintained in a neat and sightly fashion at all times. No parking or dismantling of inoperable vehicles shall be permitted on any lot. No trailers shall be parked in the public street areas, nor shall any trucks, campers, trailers, boats, or inoperable vehicles be parked or permitted to remain in said public street areas.
10. TEMPORARY STRUCTURES. No structure of a temporary character, trailer or mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18" x 24" advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such materials shall be kept in a clean and sanitary condition.

13. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

14. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, two cats, or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

16. ARCHITECTURAL CONTROL. (A) No building, fence, hedge, wall or other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation have been approved. (B) The Architectural Control Committee of three (3) shall be appointed by Dundee Partners I. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the
committee, a majority of the remaining members shall have the full
authority to designate a successor. Neither the members of the
committee, or its designated representative shall be entitled to any
compensation for services performed pursuant to this covenant. At
any time after ten years from the date of recording of the subject plat
and dedication, the then owners of a majority of the lots within the
plan of this unit shall have the power through a duly recorded written
instrument to change membership of the committee or to withdraw
from the committee or restore to it any of its powers and duties. (C)
The committee's approval or disapproval as required in these
covenants shall be in writing. In the event the committee or its
designated representative fails to approve or disapprove within 30
days after plans and specifications have been submitted to it, or in
any event, if no suit to enjoin the construction has been commenced
prior to the completion thereof, approval will not be required and the
related covenants shall be deemed to have been fully complied with.
However, dwelling size and dwelling type as set forth in items 2 and
6 will be a requirement whether plans have or have not been
approved.

17. ANTENNAS AND SATELLITE DISHES. There shall be no exterior
antennas or satellite dishes permitted within the development. Cable
TV will be available to the development and interior antennas can be
utilized.

18. INSURANCE. The owner of every building located upon any part of
said property shall at all times cause the same to be insured with
broad form, fire and extended coverage insurance for the full
replacement value thereof, and shall upon request, cause the insurance
company to furnish to the Association a certificate showing such
insurance to be in effect.

19. ENFORCEMENT. The failure on the part of any of said parties
affected by these restrictions, at any time to enforce any of the
provisions hereof, or of any existing violation thereof, shall in no
event be deemed a waiver thereof; nor shall be invalidation of any of
said reservations, conditions, agreements, covenants and restrictions
by judgment or court order effect any of the provisions hereof,
which shall remain in full force and effect. Should any suit or action
be instituted by any of said parties to enforce any of said
reservations, conditions, agreements, covenants and restrictions, or
to restrain the violation of any thereof, after demand for compliance
thereof or for the cessation of such violation, and failure to comply
with such demand, then and in either of said events and whether
such suit or action be reduced to decree or not, the party instituting
such suit or action shall be entitled to recover from the defendants
therein such sum as the court may adjudge reasonable attorney fees
in such suit or action, in addition to statutory costs and
disbursements.
DUNDEE PARTNERS, I

[Signature]
General Partner

[Signature]
JOHN S. STALCUP

[Signature]
JOYCE E. STALCUP

STATE OF OREGON )
COUNTY OF YAMHILL) as

The foregoing instrument was acknowledged before me this 8th day of May, 1992 by G. Paul Brenneke

[Signature]
Notary Public for Oregon
My Commission Expires: 5/6/93

STATE OF OREGON )
COUNTY OF YAMHILL) as

The foregoing instrument was acknowledged before me this 11th day of May, 1992 by John C. Stalcup and Joyce E. Stalcup

[Signature]
Notary Public for Oregon
My Commission Expires: 5/6/93

5-12-92
SURVEYOR'S CERTIFICATE

I, DONALD C. COOLEY, a registered land surveyor in the State of Oregon do hereby certify that I have correctly surveyed and marked with proper monuments, 2/8" KD 300" iron rods, the lots herein shown as "Abbie Court Subdivision Phase 1," which is more particularly described as follows:

Beginning at the initial point which is the southwest corner of Lot 7, Block 1 of Dundee Terrace addition, and running hence S8F 29'32" W 34.85 feet; Thence S90°02'34" E 127.50 feet; Thence S09°30" E 90.00 feet; Thence N89°02'34" E 127.50 feet; Thence S09°30" E 90.00 feet; Thence S90°02'34" W 34.85 feet; Thence S09°30" E 90.00 feet; Thence S90°07'32" E 80.00 feet; Thence S89°02'34" W 147.67 feet; Thence S09°30" E 34.85 feet; Thence along the arc of a 95.00 foot radius curve to the right (the long chord of which bears S91°43'39" W 90.14 feet); 80.74 feet; Thence S98°02'00" W 123.73 feet; Thence along the arc of a 260.00 foot radius curve to the right (the long chord of which bears S92°03'01" E 30.04 feet); 50.06 feet; Thence S99°09'00" W 30.00 feet; Thence N93°02'00" E 92.12 feet; Thence along the arc of a 158.00 foot radius curve to the left (the long chord of which bears N92°02'10" E 149.84 feet); 10.83 feet; Thence S90°02'34" E 100.36 feet; Thence S90°02'34" W 150.39 feet to the point of beginning. Containing 3,592.03 acres of land, more or less.

Donald C. Cooley
Registered Professional Land Surveyor

DONALD C. COOLEY L.S. 1986
207 N. HERIDIAN STREET
MEDFORD, OREGON 97502
(503) 538-3787

NARRATIVE:

The basis of bearings is along the center line of First Street as shown on C.S.P. 9195. The north line of this survey is established by holding the 2 found monuments as shown in C.S.P. 9195 on the north line of the 2.05 acre tract and extending the line westwardly to the east line of Dogwood Park. The west line of this survey was established by holding the initial point of Dogwood Park and the found 5/8" iron rod at the northeast corner of Dogwood Park at the north line of First Street. East line of this survey was established by holding the west line of Block 1 Dundee Terrace addition using the initial point of Dundee Terrace addition and the iron rod at the northwest corner of Lot 7 Block 1. Dundee Terrace addition, the north line was established by holding the initial point of Dundee Terrace addition and the north line of Lot 5. Block 1. Johnson Heights addition, the northwest corner of this survey was determined by line to line intersection using the east line of Dogwood Park and intersecting the line between the monuments at the northwest corner of Lot 5 and the initial point of Dundee Terrace addition.

For Affidavit, F.1. 211, P. 1027, No. 1, 1992.
H.1. Rod and cap set No. 1001, 130.50 feet.
from 6th Pl., Peach Street and First Street.

Dr. James, County Surveyor Nov. 24, 1992.

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LEGEND

- SET 5/8" KD 300" IRON RODS WITH YELLOW PLASTIC CAP MARKED D. COOLEY L.S. 1986
- FOUND 5/8" IRON RODS UNLESS OTHERWISE NOTED
- SET A 2" KD 300" IRON PIPE FOR THE INITIAL POINT WITH 5/8" IRON ROD INSIDE WITH YELLOW CAP MARKED D. COOLEY L.S. 1986
- 5/8" KD 300" IRON RODS WITH YELLOW PLASTIC CAP MARKED D. COOLEY L.S. 1986 TO BE SET AFTER PAVING OF STREETS.

THERE IS NO GEODETIC CONTROL MARK WITHIN 1/2 MILE OF THIS PROPERTY.

PAGE 1 OF 2
DEDICATION

NOW ALL MEN PRESENT THAT WE 'DUNDEE PARTNERS I' BY A. PAUL BRENNICK, GENERAL PARTNER, AND SAM WHITNEY AND CLAIR WHITNEY, HUSBAND AND WIFE, ARE THE TITLED OWNERS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND DEPICTED ON THE ANNEXED MAP AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS THE SAME TO BE KNOWN AS 'ABBIE COURT SUBDIVISION PHASE I'. WE HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS AS SHOWN HEREOF.

A. PAUL BRENNICK, GENERAL PARTNER

SAM WHITNEY

CLAIR WHITNEY

ACKNOWLEDGEMENT

STATE OF OREGON \nCOUNTY OF YAMHILL \n
BEFORE ME APPEARED 'DUNDEE PARTNERS I' BY A. PAUL BRENNICK, GENERAL PARTNER, AND SAM WHITNEY AND CLAIR WHITNEY, HUSBAND AND WIFE, WHO BEING DULY SWORN DID SAY THAT THEY ARE THE IDENTICAL PERSONS NAMED IN THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT HAS BEEN EXECUTED FREELY AND VOLUNTARILY.

JOHN H. WHITNEY

YAMHILL COUNTY SURVEYOR

INTERIOR CORNER MONUMENTATION

IN ACCORDANCE WITH O.S. 23-207 THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IT'S RECORDED IN YAMHILL COUNTY DEED RECORDS.

LAURA J. HUDSON

YAMHILL COUNTY SURVEYOR

TAXES AND ASSESSMENTS ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID IN FULL TO DATE OCTOBER 30, 1992

J. M. HOLBERT

YAMHILL COUNTY TREASURER

APPROVALS

YAMHILL COUNTY COMMISSIONER 

CITY OF DUNDEE MAYOR 

CITY OF DUNDEE RECORDBER 
APPROVED THIS 23RD DAY OF APRIL 1992.}

004427

PAGE 2 OF 2

YAMHILL COUNTY CLERK/RECORDE