DECLARATION OF CONDITIONS, COVENANTS & RESTRICTIONS
FOR ASHLEY PARK SUBDIVISION
TO INCLUDE LOTS: 1 THRU 9

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes: no building other than one single-family dwelling with attached or detached garage shall be erected on any lot. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. Said structure must be approved by the Architectural Control Committee. The location may be required to be in an enclosed fenced area by the Architectural Control Committee while said committee is in effect.

2. ANIMALS: No animals, including poultry, shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to the neighbors.

3. FENCES: All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be forward of the front building line of the house and must be of new material. Any variance must be approved by the Architectural Control Committee.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered, painted, or repainted on any lot until the construction, plans, specifications, colors, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the building setback line unless similarly approved.

The Architectural Control Committee is composed of the declarant. Neither the committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives fail 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. Each building must have a minimum of a double car garage. All dwellings must be of double wall construction (fronts only) with bevel siding or the equivalent. The Architectural Control Committee shall remain in effect until all lots are fully developed with finished residential construction. Thereafter, the declarant shall appoint two members at large from the deeded owners. If none are available, the Architectural Control Committee shall be suspended.
5. **STREET, TREES AND LANDSCAPING:** Each builder shall landscape the front yard and plant street trees as maybe required by the City of Newberg within 9 months of the building permit issuance date. If the home sells prior to front yard landscaping the owner is required to landscape the entire lot within 12 months from the date of closing of the sale.

6. **ANTENNAS:** All outside television and radio aerials and antennas are absolutely prohibited, unless written approval is given by the Architectural Control Committee prior to installation.

7. **PARKING:** No recreational vehicles, heavy trucks or boats shall be stored or parked forward of the front building line or in the street right-of-way of each house for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be behind site-obscuring fencing and shall be fenced on all sides.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance of any annoyance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent other than by the builder during construction.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for garbage, rubbish, lawn debris or other waste. All garbage or other waste shall be kept in sanitary containers, incinerators or other equipment for the storage or disposal of such material and shall be maintained in a clean and sanitary condition.

11. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

12. **SEVERABILITY:** Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

13. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be extended for successive periods of ten years by a majority vote of the deeded owners.
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 7th day of November, 1994.

[Signature]

Roger P. Grahn,
Secretary/Treasurer
Nielsen Grahn, Inc.

Subscribed and sworn to me this 7th day of November, 1994 by Roger P. Grahn.

[Signature]

Janet K. Hirdler
Notary Public for the State of Oregon
My commission expires: 6/4/97

Recorded in Official Yamhill County Records

Ciparles Stern, County Clerk

[Recorded Information]

11/8/94
195417932 10:45am 11/08/94
004 008365 12 05 000200
1 P22 3 0 15.00 0.00 0.00 0.00 0.00 0.00
WAIVER OF RIGHTS TO REMONSTRANCE FOR PUBLIC IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a municipal corporation of the State of Oregon, hereinafter known as "City", and Nielsen Grahn, Inc. by Roger P. Grahn, Secretary, the owners of the real property herein described, hereinafter referred to as "Owners", make the following agreement. The real property located in the City of Newberg, Yamhill County, Oregon is more fully described as follows:

A tract of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 18, in Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, more particularly described as follows: BEGINNING 171.93 feet East of the Southwest corner of Tract 23 of NORTHWEST NEWBERG SUBDIVISION in Yamhill County, Oregon; thence East 470.94 feet, more or less, to the West margin of the County Road; thence North 183.70 feet, more or less, to the Southeast corner of land conveyed to Donald W. Verley by deed recorded February 2, 1953 in Book 168, Page 543, Deed Records; thence West, 470.94 feet, more or less, to the Southeast corner of said Verley tract; thence South, 138.70 feet, more or less, to the place of beginning.

That the said real property is held upon the condition that in the event North Main Street or any part thereof abutting upon said lots is constructed or improved in accordance with certain practices of the City upon petition of the property owners or upon resolution by the Council, no remonstrance to said proposed street or municipal utility improvements shall be made and such remonstrance is hereby waived.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This agreement shall be binding upon the undersigned, who are the legal owners of the real property described above, and shall binding upon their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, we have executed said document on this 10th day of December, 1993.

NIELSEN GRAHN, INC.:                      CITY OF NEWBERG:

By:                                          By:

Roger P. Grahn, Secretary                  City Manager

STATE OF OREGON)  )
City of Newberg)   ) ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on this 15th day of December, 1993, by Roger P. Grahn, Secretary of Nielsen Grahn, Inc., an Oregon corporation, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires 6/2/1997

Grantor: Nielsen Grahn, Inc.
9035 SW Sagert
Tualatin OR 97062

Grantee: City of Newberg
416 E. First Street
Newberg OR 97132

Return to Grantee after recording
e/o Newberg City Attorney
File No: F-13-31