DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BETHANY POINTE

DECLARATION

This declaration, made this 6th day of April, 1995, by E. Marie Springer, Dorothy H. Springer and Paul Wittman, as tenants by the entirety, hereinafter called the "Developer":

WITNESSETH:

Whereas, Developer wishes to establish certain Covenants, Conditions and Restrictions binding upon all property owners within Bethany Pointe to the City of McMinnville, Oregon, the Developer does adopt the following provisions (hereinafter C C and Rs).

Therefore, Developer does hereby certify that the following C C and Rs shall become and hereby are made part of the conveyances of Lots 1 through 8, inclusive, with the plat of Bethany Pointe, recorded May 1, 1915, P.Y. 99-98 of the Plat Records of Yamhill County, Oregon, and the following C C and Rs shall by reference become a part of any such effect as is set forth at large therein. Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following C C and Rs which are adopted and stated for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right or title to, or interest in, the above described properties, or any part thereof, their heirs, successors and assigns, and inure to the benefit of each present and future owner thereof.

Article 1
DEFINITIONS

> Section 1. Lot
"Lot" shall mean and refer to one of the numbered parcels on the plats referred to in the description of property above.

> Section 2. Owner
"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

> Section 3. Setback
"Setback" means the minimum distance between the dwelling house or other structure referred to and a given property line.

BETHANY POINTE - COVENANTS, CONDITIONS AND RESTRICTIONS

Recorded in Official Yamhill County Records

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Charles Stern, County Clerk

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Article II
DESIGN REVIEW COMMITTEE

> Section 1. Review of Plans
No construction will be permitted nor a building permit obtained without prior approval in writing of the Design Review Committee. Lot owners shall submit to the Design Review Committee the following:

a. Plans. The following plans must be furnished:
   (i) Plot plan;
   (ii) Foundation plan;
   (iii) General floor plan;
   (iv) Plan elevation;
   (v) Roof layout and materials specifications, including peak height above curb;
   (vi) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
   (vii) Exterior color swatch(es).

b. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

> Section 2. Standard of Review
The Design Review Committee shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE III and is, in the judgment of the Committee, compatible with other homes in Bethany Pointe, either existing or proposed. The Design Review Committee shall interpret the improvement and design standards set forth in ARTICLE III and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

> Section 3. Compliance with Governmental Regulations
Approval by the Design Review Committee shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within Bethany Pointe.

> Section 4. Scope of Review; Committee Discretion
The Design Review Committee may withhold approval of plans and specifications because of their non-compliance with any of the specific C C and Rs contained in this Declaration, but also because of the dissatisfaction of the Committee with any or all other matters or things which, in the judgment of the Committee, would render the proposed structure inharmonious with the general plan of improvement of Bethany Pointe or with the structures erected or proposed to be erected on other lots in Bethany Pointe. The Committee may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

> Section 5. Deadline for Opinion
The Design Review Committee shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Committee fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Committee.
Section 6. Entry for Inspection
Any member(s) of the Design Review Committee may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other C C and R's provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Design Review Committee may issue a certificate of completion and compliance as to any property so inspected.

Section 7. Architectural Checklist
The Developer and the Design Review Committee may maintain and make available an architectural checklist. Such checklist may be modified from time to time.

Article III
USE OF PROPERTY AND DESIGN STANDARDS

Section 1. Residential Purpose
No lot shall be used for any purpose other than residential purposes. To the extent permitted by the zoning and other governmental regulations, occupants of any home may give instruction in the arts and such similar activities.

Section 2. Size, Height, and Materials
a. No building shall be erected, altered, placed or permitted to remain on any lot, other than one (1) single-family dwelling (with the exception of lots numbered 2 and 9) not more than two (2) stories in height, including the main floor level used for living, and not more than thirty-five (35) feet in height measured from the elevation at the nearest curb to the peak of the roof. Every dwelling house constructed in Bethany Pointe shall have a minimum ground floor area of 1,600 square feet of living space exclusive of garage area, if a single level home, or at least 1,000 square feet of living space exclusive of garage area on the ground floor of a two-story residence (exclusive of basement, if any). Each dwelling house shall have a private two (2) or three (3) car garage as part of, or attached to, the house. The garage shall not be used for dwelling purposes and shall conform generally in architectural design, exterior materials and finish to the dwelling house to which it is appurtenant. No carports shall be allowed or constructed on any lot. Outbuildings, sheds or similar structures may be placed, erected, maintained or constructed only with the written approval of the Design Review Committee and shall in no event be used for dwelling purposes.

b. Every building, fence, wall, or other structure placed on any part of any lot shall be constructed of new material unless the use of other than new material shall have been reviewed and shall have received the written approval of the Design Review Committee. No buildings constructed elsewhere shall be moved to or placed on said property except with the written approval of the Design Review Committee.

c. Roofs shall be cedar, tile, architectural composition, or as approved by the Design Review Committee.
Section 3. Set Back Requirements

Every dwelling house, or other structure as may be approved by the Design Review Committee, shall comply with all applicable city and county zoning requirements, including set back requirements, which are generally as follows:

a. Side yard, 7.5 feet;

b. Front and rear yards, 20 feet;

c. Corner lot: front, rear and street side yards, 20 feet; lot side yards, 7.5 feet.

d. However, the Planning Director of the City of McMinnville may permit reduction in any setback if such reduction would act to avoid the removal of a tree.

Section 4. Temporary Occupancy

No building shall be in any manner occupied while in the course of original construction or until it complies with all C C and R's stated herein. The construction or remodeling of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until fully completed.

Section 5. Temporary Structures; Recreational Vehicles

No structure 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 temporarily or permanently. No trailer, or inoperable vehicle shall be placed, erected, maintained, or constructed on any lot for any purpose, unless parked or stored within a fully enclosed garage. Notwithstanding the foregoing, campers, motor homes, boats, boat trailers or travel trailers may be left on the driveway of a lot, rear yard of a lot. No such vehicle shall be kept on the street for any longer period than permitted by the ordinances of the City of McMinnville.

Section 6. Fences

Any fence constructed, erected, placed or maintained on a lot will be governed by all city and county ordinances. In addition, plantings or site obscuring fences on any lot shall not exceed two and one-half (2 1/2) feet in height in the front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. Fence must also comply with drawing provided by developer.

Section 7. Exterior Colors

Exterior colors of any dwelling house, garage, shed, outbuilding or other structure which may be approved by the Design Review Committee shall be natural earth colors or other subdued colors as approved by the Design Review Committee.

Section 8. Commercial Vehicles

No vehicles shall be permitted to be parked on any of the streets of the development for periods longer than those permitted by the ordinances of the City of McMinnville.

Section 9. Telecommunication Devices

No satellite dishes will be permitted on any lot. No television or radio aerials or rotary beams shall be erected or placed on any lot where any part of such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.
Section 10. Sidewalks
Sidewalks are required to be installed by lot owners at the lot owners’ expense in conjunction with the completion of the dwelling. Sidewalks shall be constructed adjacent to the curb and shall meet all municipal or other ordinances or laws. The Developer will designate the color, texture and scoring pattern on all sidewalks constructed in the development and all sidewalks shall be constructed and maintained consistent therewith.

Section 11. Landscaping Requirements
All yard areas on each lot, exclusive of buildings, shall be landscaped. All landscaping shall be installed in accordance with a landscaping plan approved by the Design Review Committee. Landscaping shall present a complete and finished look to the entire lot. The nature, kind of materials, and topography of the landscaping and its maintenance shall be consistent with the quality generally maintained in the neighborhood. All unbuilt yard areas shall have their initial landscaping installed within six (6) months from the date of building construction completion in accordance with the plans submitted to and approved by the Design Review Committee. Under unusual circumstances, the Design Review Committee may grant reasonable time extensions for completion of landscaping. During site preparation and construction, no existing tree greater than six (6) inches in diameter shall be removed without prior review and written approval from the City of McMinnville Planning Director (McMinnville Ordinance No. 4504). After occupancy, no such tree shall be removed unless (1) the tree is diseased (2) endangerment of a structure or (3) tree is an obstacle for an addition. Written consent of the Design Review Committee is required.

Section 12. Completion of Construction
All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of issuance of the building permit.

Section 13. Animals
No animals or fowl shall be raised, kept or permitted upon any lot or any part thereof except domestic dogs, cats, and caged pets kept within the dwelling house; provided said dogs, cats and caged pets are not kept, bred or raised for commercial purposes, or are kept in an unreasonable number so as to constitute a nuisance to the immediate neighbors.

Section 14. Nuisance
No noxious or offensive activity shall be carried on upon any lot, or in the public streets or rights-of-way within or adjacent to any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

Section 15. Vacant Lots
Until such time as any lot owner constructs a residence on said lot, the lot owner shall maintain the lot in such a manner as to keep the lot free from weeds, briars, and other types of vegetation which would infringe lawns of other lot owners. Lot owners shall also keep vacant lots free from debris. Vacant lots shall also be subject to all other C C and Rs set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles.
Section 16. Easements

a. Easements for installation and maintenance of utilities and drainage facilities are shown on the Bethany Pointe Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of low of drainage facilities located within such easements. The easement area of each lot and all improvements therein shall be continuously maintained by the lot owner, except for improvements for maintenance for which a public authority or utility company is responsible.

b. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement or right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

Section 17. Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three (3) feet by two (2) feet which advertises the property for sale or rent. Such sign shall be removed immediately upon completion of the sale or rental advertised. This prohibition shall not apply to political lawn signs neatly erected and maintained on the owner's lots. Political signs relating to an election shall be removed not later than one (1) week following the election.

Article IV

REQUIREMENTS FOR MAINTENANCE

Section 1. Structures

It shall be the duty of the owner and occupant of any lot to maintain all improvements thereon in good order and repair and in an attractive and neat condition, including, but not limited to roofs, gutters, downspouts, and external building surfaces.

Section 2. Site Maintenance

It shall be the duty of the owner and occupant of each lot to maintain the entire site thereon in an attractive and neat condition, including, but not limited to:

a. Yards, which shall be attractively landscaped and maintained in a neat and orderly manner free of weeds and debris;

b. Driveways and sidewalks, which shall be maintained in a good, weed-free condition and repair;

c. Grass on improved lots, which shall be cut during the growing season at least once every three (3) weeks;

d. Trees and shrubs, which shall be trimmed when necessary for the plant's appearance and as necessary to avoid interference with pedestrian traffic and to maintain safe sight lines for vehicular traffic on or onto the adjoining street or streets.
Article V
ENFORCEMENT OF PROVISIONS

Section 1. Enforcement
Enforcement of the provisions hereof shall be by action at law or suit in equity against any
person or persons violating or attempting to violate any provision or provisions hereof brought by
the Developer, the Design Review Committee, or any lot owner or owners.

Section 2. Binding Effects
The provisions contained in this Declaration shall bind and inure to the benefit of, or be
enforceable by, the Developer, the Design Review Committee, and the owner or owners of any
portion of said property and each of their respective legal representatives, successors, heirs and
assigns. Failure by the Developer or by the Design Review Committee or by any of the property
owners of their respective legal representatives, heirs, successors or assigns at any time to
enforce any of the C C and Rs herein contained, shall not be a waiver of the right to do so at any
time in the future.

Section 3. Notice
Should the owner or occupant of any lot be in violation of any of the provisions of these C C and
Rs, then, in addition to all other remedies available at law or in equity, or otherwise, the
Developer, The Design Review Committee, or any lot owner shall have the right to proceed as
follows:

a. A written notice setting forth with specificity the nature of the violation shall be
mailed or delivered to the owner or occupant of the property. Delivery of this
written notice shall be sufficient if it is sent by regular mail, postage prepaid; or
hand delivered to any occupant of the property of the age of fourteen (14) years
of age or older; or in the event the premises are unoccupied, by affixing the
written notice to the front door of the home and mailing a copy to the owner as
determined by the records of the County Tax Collector.

b. In the event the violation is not cured by the owner or the occupant of the
premises within thirty (30) days of the date the written notice is mailed, delivered
or posted and mailed, as provided in subsection A above, then Sections 4 and/or 5
below may be followed.

Section 4. Right of Entry for Correction of Violations
After the procedures set forth in Section 3 above, the Design Review Committee shall have the
right to engage agents, employees or independent contractors to enter upon the parcel and to
repair, maintain and restore the lot and/or the exterior of the building or any other improvements
erected thereon to the condition appropriate to remedy the violation. The cost incurred in such
exterior maintenance shall become a lien against the lot for the work performed, provided a lien
for the labor, materials and equipment rental is filed in accordance with Oregon law.
Section 5. Legal Enforcement

After the procedure set forth in Section 3 above, or after Sections 3 and 4 have been followed where Section 4 is applied, the Developer, the Design Review Committee, (or any owner shall have the right to enforce, by any proceeding available) at law or in equity, or otherwise, all C C and Rs, reservations and liens now or hereafter imposed by reason of this Declaration or actions taken thereunder. Failure by the Developer, the Design Review Committee, or by any owner to enforce any C C and Rs herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Attorney Fees

In the event any suit, action, or other proceeding is brought to enforce the provisions of this Declaration or any lien filed pursuant hereto, or on account of any violation hereof, the prevailing party shall be entitled to recover, as a part of the costs and disbursements incurred in such suit, action or other proceeding, the reasonable pre litigation costs of enforcing these C C and Rs and a reasonable attorney's fee as may be fixed by the court, arbitrator, or mediator at such trial or other proceeding and on appeal for attorney's fees incurred both prior to and in said litigation. Proceedings to enforce or restrain a violation may be legal or equitable or otherwise. All charges and attorney fees shall constitute a lien on the whole building site with respect to which they were incurred and to all improvements thereon. However, nothing contained in this Declaration shall be deemed to vest or reserve in the Developer, the Design Review Committee, or lot owner any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

Article VI

GENERAL PROVISIONS

Section 1. Severability

Invalidation of any one of or part of these C C and Rs by judgment or court order shall in no way affect the validity or enforcement of any of the other provisions, which shall remain in full force and effect.

Section 2. Amendment

The C C and Rs of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of then (10) years, unless terminated as provided herein. This Declaration may be amended or terminated at any time upon the written approval signed by the majority of the lot owners. Such properly signed amendment, repeal or addition shall become effective only upon its being recorded in the Records of Deeds of Yamhill County, Oregon.

Section 3. Construction

In construing this Declaration, or any part thereof, stipulations which are necessary to make this Declaration, or any of its terms or provisions reasonable, are implied.

Section 4. Termination of Developer's Interest

Unless otherwise specified herein, once all lots have been sold, Developer shall be relieved of all responsibility under these Declarations, excepts it shall retain its rights and obligations as a lot owner for any lots which Developer may thereafter own.
Dated this _____ day of ______, 1995

E. Merle Springer

Dorothy H. Springer

Paul Wilteman
STATE OF OREGON,
County of Yamhill

BE IT REMEMBERED, That on this 26th day of April 1995, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Paul Wittman, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Shirley A. Sonderman
Notary Public for Oregon
My commission expires 06-21-96

STATE OF OREGON,
County of Yamhill

BE IT REMEMBERED, That on this 6th day of April 1995, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named S. Hecla Springer and Dorothy H. Springer, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Shirley A. Sonderman
Notary Public for Oregon
My commission expires 06-21-98