Declaration of Covenants, Conditions, and Restrictions for
The Bungalows at Chegwyn Village

Lots 1-21

All lots listed above shall be conveyed, encumbered, used, improved, and occupied subject to the following covenants, conditions, and restrictions:

Section 1. Zoning and Use. All improvements shall meet zoning and building codes as required by the City of McMinnville. All use and occupancy shall be legal and shall conform to the laws and ordinances of the City of McMinnville.

Section 2. Size, Height and Materials.

a. Owners shall submit plans to the Developer consistent with a "Bungalow" style for a design review and and must obtain approval from the Developer prior to construction. All houses shall have a minimum living area of 1300 square feet exclusive of open porches and garages.

No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Home 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 from the adjacent finished grade.

All detached garages and buildings must be enclosed and stand no more than eighteen (18) feet in height. Pole buildings are not allowed. Off-site built homes, factory-built homes, and mobile homes are not permitted.

Each dwelling house shall have a private two (2) car garage as part of, (attached) or detached from 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 in compliance with City of McMinnville ordinances, but limited to eighteen (18) feet in height.

b. Every building, fence, wall or other structure placed on any part of any lot shall be constructed of new material.

c. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; all siding material will be wood or wood product lap or channel siding, except that stucco or synthetic stucco, or brick, or a combination of the foregoing may be used. No T1-11 or plywood sheet siding will be allowed, except in soft area.

d. Roofs shall be cedar shake, tile, or minimum 30-year architectural type composition material.
Section 3. Setback Requirements. Every Home, or other Improvement shall comply with all applicable City zoning requirements, including Setback requirements, and the following:

a. Front yard – 10 feet

b. Side yard – A zero foot side yard property line setback for garage construction only for Lots 2, 4-7, 9, 11, 12, 14, and 16-20. All other garages and dwellings shall provide a minimum six-foot side-yard setback. If a zero lot line garage is constructed, access must be granted by the adjoining lot owner to the owner of the garage for construction, required maintenance, and inspection purposes only. The access would be approximately 5 feet wide extending the length of the garage and extending another 5 feet beyond each corner on the property line. Total access would be approximately 30 feet long. After construction is complete any affected landscaping, irrigation, fencing, drainage, etc. must be completely restored in a timely manner to the satisfaction of the adjoining lot owner. Prior to construction a minimum 30-day written notice must be received by the adjoining lot owner notifying them of the intent to construct a garage. It is the responsibility of each zero lot line garage owner to maintain the painting and gutter drainage to a reasonable degree. If there is damage to the garage caused by the adjoining lot owner due to negligence or accident, then that lot owner is financially responsible for the necessary repairs to restore the damaged areas.

c. Exterior side yard – 15 feet (corner lots)

d. Rear yard – 20 feet

Section 4. Recreational Vehicles. All recreational vehicles, campers, motor homes, boats, boat trailers, travel trailers, utility trailers, tents, or non-operable vehicles shall be stored inside of a garage and shall not be parked in street, driveway, or alleyways.

Section 5. Fences.

a. Any fence constructed, erected, placed, or maintained on a lot will be governed by all city ordinances. In addition, sight-obscuring fences on any lot shall not exceed two and one-half (2-1/2) feet in height in front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lots, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences shall be constructed of cedar and shall not detract from the appearance of the dwelling located on the lot or on adjacent lots or be offensive to the owners or occupants thereof.

b. Fencing placed along the rear property lines of Lots 16-21 (abutting the park) shall be consistent with regard to height, construction, materials, and design (including color).

Section 6. Exterior Colors. Exterior colors of any dwelling house, garage, shed, or outbuilding or other structure shall be natural earth colors or other subdued colors approved by the Developer.

Section 7. Commercial Vehicles. No vehicle 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. Alleys may be used for delivery only.

Section 8. Landscaping Requirements and Maintenance. All yard areas on each Lot, exclusive of buildings, shall be landscaped. 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.

a. All front yards, including the five (5) foot parkway strip area, shall be equipped with underground irrigation, landscaped with lawn and maintained tidy without weeds or debris. Landscaping in front and rear yards shall be completed within six (6) months after construction is completed.

b. The Developer shall initially install and maintain street trees within curbside planting strips along the streets of Hembree, Joel and Samson, provided, however, the owner of a lot shall relocate trees as may be necessary to accommodate individual building plans and shall replace any trees which may die due to neglect, vandalism, or loss during construction. All replaced trees shall conform to the species and characteristics of the original trees. The Developer’s obligation to maintain street trees shall terminate one year from the date of planting.

Section 9. Park Strip. On NE Hembree. Refer to City approved landscape plan dated 10/17/12. To maintain continuity and consistency with the City-approved landscape plan, the Developer shall install the approved design. Any modifications to this design must be approved by the City. Lawn and tree maintenance is the responsibility of owners of Lot 1-5, and 16.

Section 10. Completion of Construction. All construction on any Lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

Section 11. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, or on 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 12. Vacant Lots. Until such time as any Lot Occupant constructs a residence on said Lot, the Lot Occupant shall maintain the Lot in such a manner as to keep the Lot free from weeds, briars, and other types of vegetation which would infiltrate lawns of other Lot Occupants. Lot Occupants shall also keep vacant Lots free from debris. Vacant Lots shall also be subject to all other CC&R’s set forth herein, including, but not limited to, those conditions involving temporary structures, recreational vehicles and commercial vehicles.

Section 13. Alleys. (Refer to recorded Easement Maintenance Agreement)

a. Lots 1-10 and 11-15 shall each benefit by and shall be subject to an access and/or utility easement as shown on the Plat. The Owners of each said Lot shall be entitled to access their respective Lot from said access easement. The access easement shall
be a paved driveway surface 20 feet wide. No gravel shoulder shall be installed. The unpaved portion of the access easement, if any, and the utility easement shall be planted in lawn or landscaped with appropriate bushes, shrubs and trees. A buried sprinkler system shall be provided on the sides of the driveway with sufficient numbers of sprinklers to adequately water the unpaved portions of the easements. The Owners of the enumerated Lots shall be responsible for installation of landscaping and irrigation for the portion of the access and utility easement within their respective Lots. The Owners of all Lots utilizing the access easement shall share equally in the maintenance of said easement except that the Owner of any Lot who damages the pavement during construction on the Owner’s Lot shall be solely responsible for repairing said damages.

b. The storage or accumulation of building materials, equipment, debris, auto/truck parts, or autos/trucks, etc. is not allowed on the alleys or on the lots adjacent to the alleys. Anything that is temporarily stored for transport elsewhere must be moved within 72 hours and not infringe on the rights and/or access of any of the adjacent lots.

c. The placement of trash and recycling containers are allowed only on the adjacent lots and driveways to the alleys. These containers are not to be stored on the 20 foot alleyway at anytime. It is preferable to store the containers behind the fences or in the garage and bring them out on the collection day.

d. There is no parking on the alley ways. Parking of vehicles is allowed only on the individual lot driveways in front of the garages if there is room to park without any part of the parked vehicle extending into the 20 foot alley way.

e. The area between the edge of the alley curbs and the backyard fences must be kept clean and tidy and irrigated and landscaped.

Section 14. Amendments. The covenants, conditions, and restrictions contained herein shall run with the property and shall be binding upon all parties having or acquiring any right, title, or interest in the property and shall inure to the benefit of each owner thereof. The covenants, conditions, and restrictions of this declaration may be amended or terminated by ordinance, court decree, or by an instrument signed by at least 75 percent of the lot owners. Any amendment must be recorded with the County. However, invalidation of any of the covenants, conditions, or restrictions shall in no way affect any of the other provisions.

Section 15. Enforcement.

a. Any owner of the aforementioned lots shall have the right to enforce by proceedings at law or in equity the covenants, conditions, and restrictions imposed by the provisions of this declaration. In no event shall the failure to immediately pursue such enforcement be deemed a waiver of the right to do so thereafter.

b. In the case of a suit or action or appeal of action is instituted to enforce the provisions hereof, the losing party agrees to pay such sum, as the court may adjudge reasonable as attorney’s fees to be allowed the prevailing party.
IN WITNESS WHEREOF, Developer has executed the C C and Rs this 16th day of November, 2012

Alan Ruden, Inc., Developer
By: ALAN A. RUDEN

Alan A.

Ruden, President

STATE OF OREGON, )
2012 ) ss.
County of Yamhill. )

Dated 11/16/2012

Personally appeared Alan A. Ruden, who being duly sworn, and acting in his capacity of President of Alan Ruden, Inc., a corporation, acknowledged the foregoing instrument to be its voluntary act and deed.

Before me: [Signature]
Notary Public for Oregon
My Commission Expires: June 14, 2013

OFFICIAL SEAL
KIM A DUNCKEL
NOTARY PUBLIC-OREGON
COMMISSION NO. 439581
MY COMMISSION EXPIRES JUNE 14, 2013
THE BUNGALOWS AT CHEGWYN VILLAGE

City of McMinnville File No. C2 2–12/S 1–12
Location: SW 1/4 Section 9, T. 4 S., R. 4 W., WM., J.T. Hembree DLN #46, Parcel 2 of Partition Plat 2012–09, City of McMinnville, Yamhill County, OR
Date: 30 Oct. 2012

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that ALAN RUDEN, INC., as the owner and COLUMBIA STATE BANK, and CHEGWYN VILLAGE, LLC are lien holders of the lands represented on the attached map and more particularly described in the Surveyor's Certificate, have caused said lands to be surveyed and platted into lots, streets and easements as shown and do hereby dedicate all streets to the public for street purposes forever, and grant all easements for the purposes shown:

ALAN RUDEN
President, ALAN RUDEN INC.

STATE OF OREGON)
COUNTY OF YAMHILL

On this 15th day of November, 2012, personally appeared before me, a Notary Public for the State of Oregon, ALAN RUDEN, who being first duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

STATE OF OREGON)
COUNTY OF YAMHILL

On this 15th day of November, 2012, personally appeared before me, a Notary Public for the State of Oregon, who being first duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

NOTARY PUBLIC
Signature: [Signature]
Commission Number: 1429581
My Commission Expires: 11/21/2013

County Approvals:

Yamhill County Assessor
Date: 11/1/12

Yamhill County Tax Collector
Date: 11/1/12

Yamhill County Commissioner
Date: 11/1/12

Yamhill County Tax Assessor
Date: 11/1/12

NOTARY PUBLIC
Signature: [Signature]
Commission Number: 1429581
My Commission Expires: 11/21/2013

Affidavit of Consent to the Declaration
By: CHEGWYN VILLAGE, LLC

Recorded in Instrument No. 2012-17311
5th Day of November 2012
REBEKAH STERN DOLL, County Clerk

NOTARY PUBLIC
Signature: [Signature]
Commission Number: 1429581
My Commission Expires: 11/21/2013

Notes
1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 2012-16684
   Yamhill County Deed Records.
2) Access from Hembree Street will not be permitted for Lots 1, 2, 3, 4, 5 & 16
3) The minimum finished floor elevation of structures on
   Lots 8,10,12,13,14,15,16,19,20 & 21 shall be 161.50'

Surveys Certificate

1. Leland McDonald, do hereby certify that I have correctly surveyed and marked with proper
   monuments, the land herein shown as THE BUNGALOWS AT CHEGWYN VILLAGE, the boundary of which
   is more particularly described as follows:

   Parcel 2 of Yamhill County Partition Plat 2012–09.

   By Leland McDonald & Assoc., LLC
   Formerly Doody & Dinkele & Assoc.
   7705 Riverside Drive
   McMinnville, Oregon 97128
   Phone: 503-472-7804
   Fax: 503-472-0397
   Email: lee@macdonaldsurveying.com

   This is an exact copy of the original subdivision plat.

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