COVENANTS, CONDITIONS AND RESTRICTIONS
Carlton Acres, Phase 2

These Covenants, Conditions and Restrictions apply to all lots located in Carlton Acres, Phase 2, a subdivision in Yamhill County, Oregon (Collectively "property", with individual parcels also referred to as a "lot"). They are enforceable by owners of the "benefited properties", which are defined as lots affected, but so long as the undersigned (or either of its managers, Jeff and Lori Zumwalt) together or individually own at least one lot of the property described in Exhibit “A”, then they are also enforceable by each member of the group consisting of Premier Development, LLC, an Oregon limited liability company who owns property as described in exhibit “A”.

The undersigned owners of all the property included in the Carlton Acres, Phase 2, a Plat duly recorded August 4, 2016, in 201612059, Plat Records of Yamhill County, Oregon, together with the property described in Exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited property described above.

These Covenants, Conditions and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall insure to each owner of benefited property area and that owners, heirs, successors and assigns.

A. Premier Development, LLC shall have full discretion as to architectural approval of each building allowed in Carlton Acres, Phase 2.

B. No building shall be constructed other than a single-family permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a "permanent dwelling" shall not include a prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(24)(a). All outbuildings must be of good construction and of design compatible with associated dwelling. No lot may contain more than one single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of Carlton applicable in this zone); otherwise comply with these Covenants, Conditions and Restrictions.
C. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

D. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

E. Fencing shall meet City height and setback standards.

F. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty five (35) feet, measured from the ridge line of the roof to the uphill side grade level.

G. The minimum size for dwelling, exclusive of garages, outbuildings, covered walk and open porches, is ONE THOUSAND EIGHT HUNDRED (1800) square feet.

H. All residents will have a two car enclosed garage or larger; no carports shall be allowed in the development.

I. Exterior walls on dwellings will be double wall construction and will have lap siding, shingles, board and batten, stone (natural or cultured), or brick finish. No dwelling shall be constructed with metal siding, vinyl, or T-111.

J. House body colors will be natural earth tone colors; bright or vivid shades shall be allowed as accent only.

K. Roofing will be a 30 year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed. Minimum six in twelve roof pitch shall be required, excluding porches.

L. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as to not create a fire hazard or nuisance.

M. No short wave antennas or large (greater than 1 1/2 feet in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

N. All garbage, trash, cuttings, refuse or garage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment and other service facilities shall be screened from view from adjoining lots (ground level) and roads.
O. No offensive activity shall be carried on or in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cutting, or refuse may be allowed to accumulate, or remain on any lot.

P. No commercial advertising signs or billboards shall be placed or kept on any lot. Temporary signs, such signs that are normally used in connection with the sale, rent or lease of real property, political signage, garage sales, including model homes, may be placed upon the lot of any owner. Sign size and placement must meet the City’s current Sign Ordinance.

Q. No lot may be used as a place to raise or breed animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

R. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high fence. Pads and driveway approaches for allowed storage of such vehicles must be on concrete. No such vehicle may be parked overnight on any street or road serving the property of a driveway, except that, subject to the City of Carlton restrictions, for vehicles of guests of homeowners. No heavy equipment or semi tractor trailers or flatbeds of any kind are allowed on the property, except as needed to construct or maintain buildings and improvements allowed by these covenants or temporarily for delivery of residential items.

S. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may take place no more than 3 days in a row and no more than twice a month.

T. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle which is in a rusted, junked, partially dismantled, inoperative or abandoned condition. The owner of the vehicle shall remove it or store it in a building where it will not be visible from the street or other property.

2. **Enforcement**

A. These restrictions shall be for the protection and benefit of each of the property owners or occupants of any portion of the benefited property. Any such person shall
have the right at law or in equity to enforce the restrictions. It is not implied nor at any
time will Yamhill County or the City of Carlton be responsible for the
enforcement of these restrictions.

B. These restrictions run with the land and shall be binding on the owner or tenant of any
or all of the land and all persons claiming by, through or under them until ten years
from the recording of this document at which time these covenants shall be
automatically extended for successive periods of ten years. The owners of at least
two-thirds (2/3) of the benefited properties may, at any time agree in writing to change
these covenants in whole or part, and such agreement is effective when duly recorded
in Yamhill County real property records. Each legally subdivided or partitioned
portion of the benefited property shall entitle its owners to one vote.

C. Invalidation of any of these Covenants, Conditions and Restrictions by court order,
judgment or decree shall in no way effect any of the remaining provisions which shall
continue to remain in full force and effect.

D. If a suit or action (including an arbitration) is filed to enforce any of the terms of this
agreement, the prevailing party shall be entitled to recover from the other party, in
addition to the costs and disbursements provided by statue, any sum which a court (or
arbitration tribunal), including any appellate court, may adjudge reasonable as
attorney fees.

DATED this 26 day of April, 2017.

Premier Development, LLC
an Oregon Limited Liability Company

By ____________________________

Lori Zumwalt, Member

STATE OF OREGON

County of Yamhill

On this 26 day of April, 2017, personally appeared before me, a Notary
Public for the State of Oregon, Lori L. Zumwalt, Member, of Premier Development, LLC. and
that this Declaration was voluntarily signed and sealed by her on behalf of and pursuant to
authority of said corporation.

Notary Public SIGNATURE

Donna Befus

Notary Public - Oregon (print Name)
Commission Number: 947218
My Commission Expires: 2-16-2020
EXHIBIT “A”

Carlton Acres, Phase 2

A SUBDIVISION OF A PORTION OF INSTRUMENT NUMBER 201413107 IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, CITY OF CARLTON, YAMHILL COUNTY, OREGON.