RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO CLOVERLAWN BLOCKS 4, 5, 16 & 17 COUNTY OF YAMHILL, CITY OF CARLTON.

THIS DECLARATION OF PROTECTIVE COVENANTS IS APPLICABLE TO LOTS IN CLOVERLAWN BLOCKS 4, 5, 16 & 17, COUNTY OF YAMHILL, CITY OF CARLTON.

A. RESIDENTIAL COVENANTS

(1) Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, or as zoned a two family dwelling, not to exceed two story in height and a private garage. The foregoing provisions shall not exclude the construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool. Such structures must be in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot. No manufactured home or mobile home shall be constructed or placed on any Lot under any circumstances.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct on any Lot, to store construction materials and equipment on said Lots in the normal course of construction and to use any single family or a portion of a two family residence as a sales office or a model home for purposes of sales in Blocks 4, 5, 16 & 17.

(2) Dwelling Size

The main level of the dwelling, exclusive of one story open porches and garages shall not be less than 950 square feet of floor space.

(3) Exterior Siding, Materials and Finish

No metal roofing materials shall be used. Sidings must all be horizontal product of either wood product, vinyl or hardiplank. Exterior paint colors shall be earth tone in selection.

(3) Building Setbacks
All dwellings constructed upon said property shall conform to the setback restrictions as defined in the City of Carlton ordinances, unless a variance is granted through approved procedure.

(4) Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear 5 feet, and the front 5 feet of each lot. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Each lot owner shall be responsible for removal of any fencing or vegetation in the easement area in event a utility company makes such a request.

(5) Construction of Improvements

The construction of an Owner’s Living Unit or any other building, including painting, all exterior finish, and hard surface driveways shall be completed within eight months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, these periods may be extended for a reasonable length of time. The building area and streets shall be kept tidy, clean and in workmanlike order during the construction period. The Owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction.

(6) Landscaping

All front yard landscaping must be completed within six months from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship due to extraordinary weather conditions, this period may be extended for a reasonable length of time. Landscape completion shall also include provision for adequate roof and surface water drainage to prevent unreasonable discharge onto adjoining Lots.
(7) Nuisances

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(8) Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time for a residence whether temporarily or permanently.

(9) Parking

Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of a enclosed garage, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(10) Fences and Hedges

Planting or site obscuring fences shall not exceed 4 feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of a site obscuring fence located on the remainder of the lot shall not exceed 6 feet in height. All fences shall be of wood construction or vinyl, and shall not detract from the appearance of the dwelling house located upon the lot, detract from the appearance of the dwelling houses located on the adjacent lots or be offensive to the owners or occupants thereof.

(11) Signs

No signs shall be erected on any lot except that not more than one “For Sale” or “For Rent” sign placed by the Owner, the Declarant, or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any lot, and except one professionals sign of not more than 3 square feet which must comply with the City of Carlton sign ordinances. This restriction shall not prohibit the temporary placement of “political” signs on any lot by the owner. This restriction shall not prohibit builders from using larger signs during the initial sales period.

(12) Livestock

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except the dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
(13) Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary manner.

(14) Utilities

All plumbing facilities shall comply with the requirements of the Building Code of the City of Carlton. No outdoor overhead or service drop for the distribution of electric energy or for telecommunication purposes, not any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained with Blanks 4, 5, 16 & 17, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

(15) Vehicles in Disrepair

No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot (except in an enclosed garage) for a period in excess of five (5) days. A vehicle shall be deemed in a “state of disrepair” when its presence reasonably offends the occupants of adjoining Lots.

B. GENERAL PROVISIONS

(1) Terms

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These declarations, conditions, and covenants can be terminated and revoked or amended only after George M Johnston or Mary Jo Johnston or their heirs, successors no longer own any lots by duly recording an instrument which contains an agreement providing for termination and revocation, or amendment, and which is signed by the owners of a majority of the platted lots.

(2) Enforcement

Should any person violate or attempt to violate any of the provisions of these Covenants, the Declarant or any other person or persons owning any real property embraced with the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to
violate any of the said Covenants, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any owner to enforce any Covenant or restriction herein obtained shall in no event be deemed a waiver of the right to do so thereafter.

Should the Declarant employ counsel to enforce any of these Covenants, Conditions or Restrictions, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Declarant shall have a lien upon such lot or lots to secure payment of all such accounts.

(3) Severability

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Cloverlawn, Blocks 4, 16, 17 and Block 5, lots 3 & 4 are solely owned by Marijo Johnston (aka Mary Jo Johnston) Cloverlawn, Block 5, lots 1&2 are owned by George M. Johnston and Marijo Johnston (aka Mary Jo Johnston as tenants by the entirety).

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of this 29th day of April, 1999.

George M. Johnston

Marijo Johnston

SUBSCRIBED AND SWORN TO AND before me this 29th day of April, 1999.

Christina Marsh
Notary Public for Oregon
My commission Expires: 9/1/02
AMENDMENT TO RESTRICTIONS, CONDITIONS AND COVENANTS

Amendment to Restrictions, Conditions and Covenants applicable to Cloverlawn Blocks 4, 5, 16 and 17 County of Yamhill, City of Carlton. Covenants as recorded on 4/29/99 in Instrument No. 199908895, Yamhill County, Oregon

“Amendment to page 1”

(2) Dwelling Size

The southern half of Block 17, otherwise known as 415 1st St., Carlton, OR, is hereby excluded from any minimum square foot size.

George M. Johnston, Mary Jo Johnston, Gregory N. Becker and Rebecca W. Becker own the majority of the platted lots in Cloverlawn Blocks 4, 5, 16 and 17 County of Yamhill, City of Carlton.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of this 14th day of December, 1999.

[Signatures]

George M. Johnston
Mary Jo Johnston

Subscribed and sworn to and before me, on this 14th day of December, 1999, by Gregory N. Becker and Rebecca W. Becker

[Seal]

Pam Tierney
Notary Public for Oregon
My commission expires: 1/24/2001

Personally appeared before me this 11th day of January, 2000 the above named George M. Johnston and Mary Jo Johnston

[Seal]

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/01

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

[Recordation Information]