Declaration of Covenants, Conditions, and Restrictions for Cottonwood Subdivision

Lots 1 – 62

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 and Materials.

a. All houses shall have a minimum living area of 1,400 square feet exclusive of open porches and garages. Exception: Designated duplex lots 1, 2, 27, 28, and 61 shall have a minimum of 1,000 square feet living area for each of the living units. All detached buildings must be enclosed and 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) 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 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 sofit area.

d. Roofs shall be cedar shake, tile, or 30-year architectural type composition material.

Section 3. Recreational Vehicles. All recreational vehicles, campers, motor homes, boats, boat trailers, travel trailers, utility trailers, tents, or non-operable vehicles shall be stored either inside a garage or detached structure or shall be physically obscured from view from the street or contiguous parcels by means of a fence or hedge-type landscaping.
Section 4. 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 (2½) feet in height in front yard, or on the side yard forward of the building line with the greatest setback 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 suitable fencing material 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. All fences constructed by the developer (lots 15-19 inclusive, 36, and 37) shall be maintained by the owner of the nearest adjacent lot. The side of the fence facing Hill Road shall be kept natural and shall not be painted in solid colors.

c. Owners of lots adjacent to the BPA easement (lots 51 – 59 inclusive and 62) shall construct a fence along the BPA easement property line similar in design to the fence constructed by the developer along Hill Road. Namely, fences shall be six (6) feet in height, constructed of cedar, and kept natural without solid paint.

Section 5. Exterior Colors. Exterior colors of any dwelling house, garage, shed, or outbuilding or other structure shall be natural earth colors or other subdued colors.

Section 6. Telecommunication Devices. Only satellite dishes under twenty-four (24) inches in diameter will be permitted on any lot. Such a device must be placed in an inconspicuous area of the house where it is out of sight as viewed from the street.

Section 7. Landscaping Requirements.

a. All front yards shall be equipped with underground irrigation, including the five (5) foot parkway strip area, landscaped, 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 protected forest area within the millrace easement (lots 37 – 41 inclusive) shall be kept in its natural condition, to the extent practicable. Existing trees within the millrace easement that are greater than six (6) inches in caliper, as measured four and one-half (4½) feet above grade, shall not be removed without City approval.

c. The Developer shall initially install and maintain street trees within curbside planting strips along the streets in Cottonwood, 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 8. 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 9. 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 29th day of January, 2004

Alan Ruden, Inc., Developer

By: 

Alan A. Ruden, President

STATE OF OREGON, )
County of Yamhill. )

Dated: January 29th, 2004

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,

Notary Public for Oregon
My Commission Expires: 7-5-2006