DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO COTTONWOOD MEADOWS II, EXCLUDING LOTS 28, 29
AND 30.

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS
APPLICABLE TO COTTONWOOD MEADOWS, PHASE II, EXCLUDING LOTS 28,
29 AND 30.

WHEREAS, MITCHELL HOMES, JAMES R. AND BOB G. MITCHELL
HEREINAFTER REFERRED TO AS THE DECLARANT, ARE OWNER'S OF
CERTAIN REAL PROPERTY LOCATED IN YAMHILL COUNTY, IN THE STATE
OF OREGON, KNOWN AS COTTONWOOD MEADOWS II, EXCLUDING LOTS 28,
29 & 30. A DULY RECORDED PLAT:

WHEREAS, THE DECLARANT IS DESIROUS TO DECLARE OF PUBLIC RECORD
IT'S INTENTIONS TO CREATE CERTAIN RESTRICTIVE CONDITIONS AND
COVENANTS TO THIS OWNERSHIP OF SAID PROPERTY:

NOW, THEREFORE, THE DECLARANT DOES HEREBY CERTIFY AND
DECLARE THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND
COVENANTS SHALL BECOME AND ARE HEREBY MADE A PART OF
CONVEYANCES OF LOTS WITHIN THE PLAT OF COTTONWOOD MEADOWS
AND THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND
COVENANTS SHALL BECOME A PART OF ANY SUCH CONVEYANCES AND
SHALL APPLY THERETO AS FULLY AND WITH THE SAME EFFECT AS IS SET
FORTH AT LARGE THEREIN.

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

(1) INITIAL DEVELOPMENT

DECLARANT HEREBY DECLARES THAT ALL OF THE REAL PROPERTY
DESCRIBED ABOVE IS HELD AND SHALL BE HELD, CONVEYED,
HYPOTHECATED, ENCUMBERED, USED, OCCUPIED AND IMPROVED
SUBJECT TO THESE COVENANTS.

Sub Recording: 200109046

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

$61.00

200111531 11:17:04 AM 7/13/2001

PR-CRPR Cnt=1 Stn=3 SUSAN
$40.00 $10.00 $11.00

Mitchell Homes
101 E Oxford
Newberg, OR 97132
ARTICLE II

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 NOT TO EXCEED TWO AND ONE HALF (2 ½) STORIES OR 35" IN HEIGHT AND AN ATTACHED PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE FOREGOING PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A PRIVATE GREENHOUSE, STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF THE STRUCTURE IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEBUILDER TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION MATERIALS AND EQUIPMENT ON SAID LOTS IN THE NORMAL COURSE OF CONSTRUCTION, AND HOUSE A SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN COTTONWOOD MEADOWS TWO AND THREE.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF NEWBERG BUILDING AND ZONING CODES

(2) DWELLING SIZE AND SETBACKS

THE SQUARE FOOTAGE AREA OF DWELLINGS, EXCLUDING OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1500 SQUARE FEET. THERE SHALL BE A MINIMUM BUILDING SETBACK OF TWENTY (20) FEET FROM THE FRONT, MINIMUM OF FIVE (5) FEET FOR SIDE YARDS OF ALL BUILDINGS. REAR SETBACKS MUST BE WITHIN CITY CODE. THE MINIMUM FRONT YARD SETBACK SHALL NOT EXCEED 150% OF ANY ADJACENT, EXISTING RESIDENCE OR THIRTY (30) FEET IF ADJACENT LOTS ARE VACANT. IN NO CASE SHALL THE MINIMUM FRONT YARD SETBACK EXCEED FIFTY (50) FEET.
(3) EASEMENTS

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN OF THE RECORDED PLAT.

(4) NUSANCES

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.

(5) PARKING

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC WAYS ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY ENCLOSED GARAGE, STORAGE PORT OR BEHIND A SCREENING FENCE OR SHRUBBERY WHICH SHALL IN NO EVENT PROJECT BEYOND THE FRONT WALLS OF ANY DWELLING OR GARAGE.

(6) VEHICLES IN DISREPAIR

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN “EXTREME STATE OF DISREPAIR” WHEN IT’S PRESENCE OFFENDS THE OCCUPANTS OF THE NEIGHBORHOOD.

(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, “FENCING” SHALL MEAN ANY BARRIER OR WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD OR ON 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 BE SIX (6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING MATERIAL AND SHALL NOT DETRACT FROM THE APPEARANCE OF THE DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF.
(8) SIGNS
NO SIGNS SHALL BE ERECTED ON ANY LOT EXCEPT THAT NOT MORE THAN ONE "FOR SALE" SIGN PLACED BY OWNER, THE DECLARANT OR BY A LICENSED REAL ESTATE AGENT, NOT EXCEEDING TWENTY-FOUR (24) INCHES HIGH AND THIRTY-SIX (36) INCHES LONG, MAY BE TEMPORARILY DISPLAYED ON ANY LOT. THIS RESTRICTION SHALL NOT PROHIBIT THE TEMPORARY PLACEMENT OF “POLITICAL” SIGNS ON ANY LOT BY THE OWNER, OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR DECLARANT, WHICH MUST COMPLY WITH THE CITY OF NEWBERG SIGN ORDINANCES.

(9) TEMPORARY STRUCTURES
NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7) CONSECUTIVE DAYS.

(10) LIVESTOCK AND POULTRY
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT A REASONABLE NUMBER OF DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

(11) GARBAGE AND REFUSE DISPOSAL
NO LOT OR OPEN SPACE 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 OF DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

(12) UTILITIES
ALL PLUMBING FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE PLUMBING CODE OF THE CITY OF NEWBERG. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR FOR TELECOMMUNICATION PURPOSES. NO POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN COTTONWOOD MEADOWS TWO AND THREE. ALL OWNERS OF LOTS WITHIN THIS SUBDIVISION, 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.

(13) MAINTENANCE

ALL lots at all times shall be kept in a neat and orderly
condition free of brush, vines, weeds, debris. The grass thereon
must be cut or mowed at sufficient intervals to prevent
creation of a nuisance or fire hazard.

(14) BUSINESS AND COMMERCIAL USES

No goods, equipment, vehicles, materials or supplies used in
connection with any trade, services or business shall be kept
or stored outside of the house or garage on any lot, excepting
the right of any home-builder and the declarant to construct
residences on any lot, to store construction equipment and
materials on said lot in the normal course of said
construction and to use any single family residence as a sales
office or model home for the purpose of sales in Cottonwood
Meadows Two and Three.

(15) LANDSCAPE COMPLETION

All front yard landscaping must be completed within six (6)
months from the date of occupancy of the residence
constructed thereon. In the event of undue hardship due to
weather conditions, this provision may be extended for a
reasonable length of time.

TREES

Street trees – minimum 2” caliper trees shall be planted in
planter strip adjacent to roadways.

Oxford Street: Red Maple centered in planter at 40’ center to
center.

Holiday Lane: Green Mountain Maple centered in planter at 40’
center to center.

Crater Lane: Red Maple centered in planter at 40’ center to
center.
IT IS PREFERRED THAT TREES BE PLANTED ACCORDING TO THE ABOVE MEASUREMENTS, BUT IS UNDERSTOOD THAT ADJUSTMENTS MAY BE NECESSARY TO ALLOW FOR DRIVEWAY APPROACHES AND STREET SIGNAGE.

(16) ANTENNAS AND SERVICE FACILITIES

LARGE ANTENNA SATELLITE DISHES SHALL NOT BE PERMITTED ON ANY LOT. SMALL EXTERIOR ANTENNAS (SATELLITE DISHES) SHALL BE PERMITTED IF PLACED ON THE SIDE OR REAR OF THE HOME, SO LONG AS THEY CAN NOT BE VIEWED FROM THE STREET. CLOTHESLINES AND OTHER SERVICES FACILITIES SHALL BE SCREENED AND NOT BE VIEWED FROM THE STREET.

(17) EXTERIOR MATERIALS AND FINISHES

EACH DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM SQUARE FOOTAGE PER ARTICLE II, PARAGRAPH 2, FULLY FINISHED, EXCLUDING NON-HABITABLE APPURTENANCES SUCH AS ENCLOSED PORCHES SIDING MATERIAL SHALL BE: VINYL, NATURAL WOOD MATERIAL, OR HAVE THE APPEARANCE OF NATURAL WOOD, MASONRY, BRICK, STONE, STUCCO OR A COMBINATION OF THESE. T-1-11 SIDING IS NOT PERMITTED.

ALL ROOFING SHALL BE ARCHITECTURAL COMPOSITION, TILE OR WOOD SHAKES. WINDOW FRAMES MUST BE WOOD OR VINYL.

(18) EXTERIOR PLANS, MATERIALS AND FINISHES

THE DECLARANT MUST APPROVE EXTERIOR PLANS, MATERIALS AND COLORS FOR USE IN ADVANCE. HOME EXTERIORS MUST BE PAINTED OR STAINED IN NEUTRAL, OR EARTH TONE COLORS.

(19) MAINTENANCE OF IMPROVEMENTS

EACH OWNER SHALL MAINTAIN THE IMPROVEMENTS LOCATED ON THAT OWNER'S LOT IN A CLEAN AND ATTRACTIVE CONDITION, IN GOOD REPAIR AND IN SUCH FASHION AS NOT TO CREATE A HAZARD OF ANY KIND. SUCH MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION, PAINTING AND STAINING, REPAIR, REPLACEMENT AND CARE FOR ROOFS, GUTTERS, DOWN SPOUTS, EXTERIOR BUILDING SURFACES, SURFACE WATER DRAINAGE, DRIVEWAYS, WALKS, OTHER EXTERIOR IMPROVEMENTS AND GLASS SURFACES. IN ADDITION, EACH OWNER SHALL KEEP SHRUBS, TREES, GRASS AND PLANTING OF EVERY KIND NEATLY TRIMMED, PROPERLY CULTIVATED AND FREE OF TRASH, WEEDS AND OTHER UNSIGHTLY MATERIALS. THE PROVISIONS OF THIS SECTION INCLUDE THE AREA BETWEEN THE PROPERTY LINE OF ANY LOT AND THE NEAREST CURB, INCLUDING SIDEWALKS AND STREET TREES. DAMAGE CAUSED BY
FIRE, FLOOD, STORM, EARTHQUAKE, RIOT, AND VANDALISM, OR OTHER CAUSES SHALL BE THE RESPONSIBILITY OF EACH OWNER AND SHALL BE RESTORED WITHIN A REASONABLE PERIOD OF TIME.

ARTICLE III
ARCHITECTURAL CONTROL

(1) ARCHITECTURAL CONTROL SHALL BE BY THE DECLARANT. THE DECLARANT SHALL APPROVE ALL PLANS AND SPECIFICATIONS OF HOUSES TO BE CONSTRUCTED IN COTTONWOOD II, EXCLUDING LOTS 28, 29 AND 30.

ARTICLE IV
GENERAL PROVISIONS

(1) TERM

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 COVENANTS CAN BE TERMINATED AND REVOKED OR AMENDED ONLY BY DULY RECORDING AN INSTRUMENT WHICH CONTAINS AN AGREEMENT PROVIDING FOR TERMINATION AND REVCOCATION 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, ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT, INCLUDING THE DECLARANT, AT IT'S OR THEIR OPTION, SHALL HAVE FULL POWER AND AUTHORITY TO PROCECUTE ANY PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY OF 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 CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.
(3) EXPENSES AND ATTORNEY'S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF COTTONWOOD MEADOWS II, EXCLUDING LOTS 28, 29 AND 30, INCLUDING THE DECLARANT, SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE PREVAILING PROPERTY SHALL BE ENTITLED TO RECOVER ALL COSTS AND EXPENSES INCURRED BY HIM IN CONNECTION WITH SUCH SUIT OR ACTION, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE TO BE REASONABLE ATTORNEY'S FEES AT TRIAL AND UPON ANY APPEAL THEREAFTER.

(4) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(5) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICER OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT OF DECLARANT IN PERFORMING IT'S DUTIES OR RIGHTS HEREUNDER, PROVIDED THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED BY IT, ACTED IN GOOD FAITH.


MITCHELL HOMES

JAMES R. MITCHELL

BOB G. MITCHELL

STATE OF OREGON,

County of: TILLAMOOK COUNTY

BE IT REMEMBERED, That on this 5th day of JUNE, 2001, before me, the undersigned a Notary Public in and for the State of Oregon, personally appeared the within named JAMES R. MITCHELL and BOB G. MITCHELL, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that 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.

Betty J Benson
Notary Public for Oregon

My commission expires 9-30-03