DEVELOPMENT OF PROTECTIVE COVENANTS
FOR
CREST BROOK FIRST ADDITION, A SUBDIVISION

This Declaration of Protective Covenants is applicable to Lot 1 Block 1, Lots 1 through 5, Block 4, and Lots 1 through 7, Block 5, CREST BROOK FIRST ADDITION, a Subdivision, in the City of McMinnville, Oregon.

WHEREAS, Declarant is the owner of certain real property located in the City of McMinnville, County of Yamhill and State of Oregon, known as CREST BROOK FIRST ADDITION, a Subdivision, a duly recorded plat.

WHEREAS, the Declarant desires to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property.

THEREFORE, the Declarant does hereby certify that the following reservations, conditions and covenants shall become and are hereby made a part of the conveyances of Lot 1 Block 1, Lots 1 through 5, Block 4, and Lots 1 through 7, Block 5, within the plat of CREST BROOK FIRST ADDITION, a Subdivision, recorded August 11, 1992, in FV 3, Page 264 to 265, of the Plat Records of Yamhill County, Oregon, and the following reservations and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I.
Property Subject to These Covenants

(A) Initial Development.

Declarant hereby declares that, subject to paragraph (W) hereunder, all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants. The above property, together with other real property, from time to time annexed thereto and made subject to these covenants shall constitute CREST BROOK FIRST ADDITION, a Subdivision.
ARTICLE II.

Residential Covenants

(A) Land Use and Building Type.

No lot shall be used except for single family residence. The lots shall not be partitioned. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

(B) Dwelling Size.

All houses will be single family dwellings and shall have a minimum area of 2,000 square feet, exclusive of open porches and garages. The peak of the roof of the dwelling shall be of a height not in excess of 35 feet.

(C) Restrictions on Carports.

No carport shall be allowed. Parking shall be provided by means of an entirely closed parking facility or garage. There is a two car minimum requirement for any such parking facility or garage.

(D) Roofs.

Roof shall be cedar shake, cedar shingle, or tile. Any other type of roofing must be of similar quality and must be approved by Declarant.

(E) Siding.

All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; however, under no circumstances shall plywood, T-111-303, or any other panel-type siding be used.

(F) Detached Buildings.

All detached buildings must be fully enclosed and may not exceed 16 feet in height. No pole buildings are allowed. All detached buildings shall have siding and roof materials, which siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises.

(G) Off Site Manufactured Homes and Temporary Structures.

No mobile homes or manufactured homes, whether permanent or temporary structures, shall be allowed in the development, with the exception of a construction supervision type mobile
home to be used by the contractor, only during the period of
construction.

(H) Campers, Motor Homes, Boats, Travel Trailers, and Other Such
Vehicles.

No campers, motor homes, boats, travel trailers, utility
trailers, or non-operable vehicles shall be permitted to be
left where they shall be visible from the street or from
contiguous property within Crestbrook First Addition, a
Subdivision, for a period in excess of seven (7) days. If any
such vehicle or boats are permanently stored on the premises,
they shall be stored either inside a garage or detached
structure or shall be physically obscured from horizontal view
from the street or contiguous parcels by means of a fence or
hedge-type landscaping.

(I) Antennas.

No unconcealed satellite dishes will be permitted in the
development. No television, radio aerrals, or rotary beams
shall be erected or placed on any lot where such device is
more than 6 feet in height above the highest point (exclusive
of chimneys) on the building or structure on which it is
erected.

(J) sidewalks and Driveways.

(1) Sidewalks and paved or concrete driveways are required to
be installed and maintained (on all lots) by lot owners
at the lot owner’s expense not later than completion of
construction of the dwelling. They shall be constructed
adjacent to the curb and shall meet all municipal or
other ordinances or laws. Lot owners shall match the
sidewalk in color, texture and scoring pattern to the
sidewalks already constructed in the subdivision.

(2) The driveway serving Lots 3 and 4, Block 5, CRESTBROOK
FIRST ADDITION, a Subdivision, shall be a paved surface
and, the unimproved portion of the access strip shall be
planted in lawn or landscaped and maintained by the
owners of Lots 3 and 4, Block 5. No gravel shoulders
shall be installed along a driveway defined in this
subsection. A buried sprinkler system shall be provided
on both sides of the driveway with sufficient numbers of
sprinklers to adequately water the unpaved portions. The
landscaped portion along the foregoing lots shall be
considered as a part of the front yard of the lot and
shall be designed consistent with the landscaping of
adjacent lots at the time of installation and shall be
maintained to the same standards as the adjacent lots.
Landscape design shall be approved by the Landscape
Committee provided for in subsection (J)(3) hereof. The
Committee may waive the sprinkler requirements if it finds that the proposed landscaping does not need watering in the summer months and meets the requirements of this section (J).

(J) The Landscape Committee, hereinafter called "Committee", shall at all times consist of not less than five persons, who shall be selected annually in January of each year by the lot owners in CRESTBROOK FIRST ADDITION, a Subdivision, and shall perform the functions required of by these Covenants and Restrictions. The Committee shall cooperate with the Landscape Committee established by the Declaration of Protective Covenants For CRESTBROOK, a Subdivision, in the performance of the maintenance requirements of landscaping provided in paragraph (S) (Planting Islands) hereof.

(K) Obnoxious and Offensive Activities.

No obnoxious or offensive noises shall be made or activities carried on upon any lot, which may become an annoyance or nuisance to neighbors or to the neighborhood, or which interferes with the use of any adjacent lot by its property owners.

(L) Lot Maintenance.

In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, the lot owner 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 and landscaping of other lot owners and shall plant and maintain grass on the lot and not allow the grass to exceed 4 inches in height. With respect to Lots 1, 4, 6 and 7 of Block 5, the maintenance requirement of this paragraph (L) only applies to that portion of the lot which will reasonably be expected to constitute the homesite portion of the lot, "homesite" being defined to mean that area reasonably necessary for the construction of a residence structure, attached garage, lawn and landscaping. In the event that the owner does not maintain a lot in accordance with this section, the lot owner agrees to pay the Landscape Committee provided for in Section (J)(3) hereof an amount per month which is reasonably necessary to provide such maintenance service.

(M) Water Runoff.

Lot owners shall comply with all local, state and federal laws and regulations regarding storm water drainage and quality.

(N) Fences and Hedges.

On all lots plantings or site obscuring fences shall not exceed 2-1/2 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 or on corner lots on the side abutting the street within the subdivision. All fences shall be well constructed of suitable fencing material and shall be constructed so as to have an identical appearance on both sides in order to not detract from the appearance of the dwelling located upon the lot, or detract from the appearance of adjacent dwellings.

(Q) Landscaping Time Frames and Prohibited Foliage Types.

Landscaping must be in place no later than 120 days after completion of construction, or occupancy of dwelling whichever comes first. Exceptions to this may be granted by the Landscape Committee because of adverse weather or ground conditions. No Poplar trees, Quaking Aspen trees, or Sumac trees or bushes shall be planted within the Subdivision.

(P) Livestock and Poultry.

Except as otherwise herein provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes, and that all applicable city and county ordinances pertaining to such pets are strictly complied with. Subject to city and county ordinances and state law, owners of lots 3, 4, 6 and 7 of Block 5 may keep their own livestock on that portion of the foregoing lots that lies within the floodplain and may construct and locate a building to house such livestock outside the floodplain but as close as reasonably possible to such floodplain.

(Q) Signs

No sign shall be erected on any lot or attached to any improvement except that not more than one "For Sale" or "For Rent" sign not exceeding 18 inches high by 24 inches wide may be placed by the owner, the Declarant, or by a licensed real estate agent. 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.

(R) Building Setbacks.

No building shall be located on any lot nearer than 20 feet to the front lot line; nearer than 10 feet to the rear lot line; or nearer than 10 feet to the side lot line. On corner lots, the side yard shall be a minimum of 20 feet on the side abutting the street. A detached outbuilding of less than 100 square feet in area may be located not less than 10 feet from the rear lot line of all lots.
(S) **Planting Islands.**

All lot owners of CRESTBROOK FIRST ADDITION, a Subdivision, shall be responsible along with all lot owners of CRESTBROOK, a Subdivision, for the maintenance (which maintenance includes, but is not limited to, landscape care, maintenance of water and electrical lines, and water and electrical charges) of the planting islands and areas as follows:

1. **The islands in the middle of Pinehurst Drive.**

2. **The Southerly tip of Lot 1, Block 2 of CRESTBROOK, a Subdivision.**

3. **That portion of Lots 1 through 4, Block 1 of CRESTBROOK, a Subdivision, lying between the existing concrete fence and Baker Creek Road.**

4. **The Southeast corner portion of Lot 1, Block 1 of CRESTBROOK, a Subdivision, lying between the existing concrete fence and Pinehurst Drive.**

Should they fail to do so, the Landscape Committee provided for in Section (J)(3) hereof may do so and the costs thereof shall be paid proportionally by all lot owners of CRESTBROOK FIRST ADDITION, a Subdivision, as well as CRESTBROOK, a Subdivision, which costs shall be a lien against those lots in the subdivision for which a proportionate payment has not been made. Should lot owners and the Landscape Committee fail to maintain the planting islands, the City shall have the authority to maintain the islands and to charge the lot owners for any costs incurred. Such charges shall be a lien against all the lots in the subdivision.

Should lot owners of CRESTBROOK, a Subdivision, fail to participate in the maintenance of the planting island located in CRESTBROOK FIRST ADDITION, then CRESTBROOK FIRST ADDITION, a Subdivision, shall do so, and deduct the cost thereof from its proportionate share of total landscape costs required and then apply the remainder of the funds to landscape maintenance in CRESTBROOK, a Subdivision.

(T) **Commercial Business.**

No commercial business of any type shall be allowed to be established on or operated from this development unless such business activity shall have gained approval from appropriate zoning authorities.

(U) **Nonoperable Motor Vehicles.**

There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicles which is in a rusted, wrecked, junked or partially dismantled or

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PAGE 6 - DECLARATION OF PROTECTIVE COVENANTS FOR CRESTBROOK FIRST ADDITION, A SUBDIVISION
inoperative or abandoned condition, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicles shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

(V) **Trash or Refuse.**

No open air trash burning will be allowed at any time on any property included in this development. No garbage, trash or refuse will be allowed to accumulate on any property contained in this development.

(W) **Grandfather Clause.**

Improvements located within the Subdivision which were constructed or installed prior to the recording of these Protective Covenants shall not be required to be reconstructed, remodeled or reformed to conform to these Protective Covenants; provided, however, that any future construction other than repairs and normal maintenance, shall conform to the terms and provisions set forth in these Protective Covenants.

(X) **Existing Trees.**

No existing tree shall be cut down without the prior written consent of the Declarant until the lot has been fully developed, including construction of the residence and installation of landscaping, at which time this provision shall terminate as to that lot.

**ARTICLE III**

**General Provisions**

(A) **Duration.**

The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner of land and such subdivision shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, easements, and restrictions shall remain in full force and effect until amended or revoked in the manner provided herein.

PAGE 7 - DECLARATION OF PROTECTIVE COVENANTS
FOR CRESTBROOK FIRST ADDITION, A SUBDIVISION
(B) Enforcement.

Any owner, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any proceeding at law or in equity, all the restrictions, conditions, covenants, reservations, easements, means and charges now or hereafter imposed by the provisions of this declaration. The 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.

(C) Severability.

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

(D) Amendments.

The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 80% of the lot owners. Any amendment must be properly recorded.

(E) Attorney's Fees.

In the case a suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court may adjudge reasonable as prevailing party's attorney fees on such appeal.

DATED this 27th day of MARCH, 1992.

CRESTBROOK, an Oregon Partnership

By: [Signature]

JESTER H. CUSHAM, Partner

[Signature]

CLAUDIA F. HOWALDT, Partner

STATE OF OREGON )

COUNTY OF WASHINGTON ) ss.

I, CHARLES STERN, COUNTY CLERK, do hereby certify that the instrument was recorded in the above mentioned county and was recorded on the date indicated above.

009322

PAGE 8 - DECLARATION OF PROTECTIVE COVENANTS
FOR CRESTBROOK FIRST ADDITION, A SUBDIVISION
Crestbrook First Addition
A Subdivision in the John G. Baker D.L.C. No. 48 in the NW 1/4 Sec. 17, T4S, R4W, W1/2, City of McMinnville, Or, Yamhill County
July 1, 1992

Surveyor's Certificate

I, Bruce Towe, being duly sworn, do hereby certify that I have surveyed and marked with proper monuments the land described below, which is the same as Crestbrook First Addition as described as follows:

A parcel of property conveyed by John G. Baker Donation Land Claim No. 48 in Section 17, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon described as follows:

Commencing at the northeast corner of said Baker Donation Land Claim:

Thence north 50' 60" 10" west along the north line of said donation land claim 1131.25 feet to the true point of beginning.

Said point being the initial point of Crestbrook as recorded in Volume 3 at Pages 32 and 34 of Yamhill County Clerks Records.

Continuing south 50' 60" 10" east along said land claim to the true point of beginning.

The boundaries of the same are bounded by the monuments shown by the legend to be posted.

Bruce D. Towe. Registered Land Surveyor No. 230


Narrative

The field traverses were run in May 1992. From existing traverse points established during the surveying of the Plat of Crestbrook, they were run using a total station in elevation. The east boundary line was established during a survey of Crestbrook from the boundary line agreement recorded in Vs 24 at page 15.

The south line is part of the Plat of Crestbrook. The eastern portion of the south line is the south line of theEric Hanson tract recorded in Vs 19 at page 149. This document calls for some rods along the south line. These rods were set by Matt Hulcat in June of 1992. The rods were held for the alignment of the Hanson south line. We have determined that the .00 section is not being used and has been left. The east line of the Plat of Crestbrook was filed for the 190 foot in the south line of the Plat (the west line of this Mason Tract) to the north line was determined by mapping the deepest line of Baker Creek.

The boundary of the Plat of Crestbrook as shown on the Tentative Plan and City of McMinnville Ordinance No. 431b passed 4/14/92.


Declaration

Know all men by these presents:

That Sidney A. and Claudina F. Hulcat, being the owners of the land described in the surveyor's certificate herein and desiring to dispose of the same in lots and blocks, have caused the same to be surveyed and platted, the same to be known as "Crestbrook First Addition," we hereby dedicate to the public use forever the streets and public easements laid out through and upon said land as shown on the plat. And hereby certify that all taxes and assessments levied against said land have been paid.

In witness whereof we have hereunto set our hands and seal this 1st day of July, 1992.

Sidney A. Hulcat
Claudina F. Hulcat

Attest:

Charles Elvin
Yamhill County Clerk

(State of Oregon)

COUNTY OF YAMHILL

S.S.

I hereby certify that this plat was duly recorded by me in Yamhill County, in PL 24 at page 1522 and recorded on this land records on this day 1992.

Yamhill County Clerk

Pursuant to O.S.S. & 1995, these have been paid or bond posted to date 02/16/93.

Judy W. Hargis
Yamhill County Tax Collector