DECLARATION OF COVENANTS AND RESTRICTIONS
Dressel Subdivision

A Residential Community

THIS DECLARATION, made this 8th Day of April, 2003 by Kevin Dressel ("the developer")

WITNESSETH:

Developer desires to declare of public record his intent to create certain restrictive conditions and covenants to the ownership of said property. (Here in after CC and R's)

Therefore, developer does hereby certify that the following CC and R's shall become and are hereby made a part of all conveyances of lots 1 and 2 inclusive, within the plat of Dressel Subdivision recorded April 8, 2003, in volume 2003 8049, page ___ of the plat records of Yamhill County, Oregon.

ARTICLE I

DEFINITIONS: The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Official" shall mean Developer of Dressel Subdivision, the Architectural Design control official.

Section 2. "Building" shall mean any structure now existing or later to be built on the property.

Section 3. "Common Expenses" shall mean the expense of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by this declaration, or the By-laws of the Association.

Section 4. "Declaration" shall mean the Declaration, including the covenants and restrictions, previously filed in Yamhill County, plus amendments and supplements thereto.

Section 5. "Lot" shall mean a parcel of land designated as a lot in the Recorded plat, including any buildings thereon.
Section 6. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or copy proceeding in lieu of foreclosure.

Section 7. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all building, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this Declaration, Articles of Incorporation, and By-laws of the Association.

ARTICLE II

ARCHITECTURAL DESIGN CONTROL

Section 1. An Architectural Design control Official shall exist to ensure the harmonious development of the properties. The Developer shall be responsible for Architectural Design Control. The Architectural Design Control Official shall be responsible for the following:

Section 2. Lot owners will not construct, alter or maintain any improvements on the premises until:

(a) They have submitted to the Architectural Design Control Official a complete set of plans and specifications satisfactory to the Official, showing, where appropriate: (1) the dimensions of the improvements,
(2) the exterior design, which includes proposed Exterior colors and their locations, (3) the location of the improvement on the site, (4) the location of driveways, and (5) the dimensions and location of any outbuildings; and

(b) Approval of these plans may be withheld if the Official finds that any of the items in paragraph (a) above are not in compliance with the restrictions outlined in this Declaration.

(c) If the lot owner shall have submitted to the Official plans and specifications and the Official has not approved such plans and specifications within thirty days from the date of submission nor notified the lot owner of its objections within such period, then the plans and specifications shall be deemed to have been approved by the Official. The same shall apply to action on any revised plans and specifications.
Upon completion of the improvement and notice to the Official, the Official shall have ten days from receipt of such notice to inspect the improvement to determine whether it complies with the plans and specifications approved. Within ten days thereafter, the Official shall either approve the improvement or notify the lot owner of changes necessary to comply with the plans and specifications. If the Official does not act within the ten day period, the improvement shall be deemed to be satisfactory to the Official. All communications to the Official shall be delivered by hand or mail to the Developer at its office in Tigard, Oregon or at a place specified in writing to the last known address of the member. All notifications to the owner shall be deemed made when actually delivered to the owner or when deposited in the US. Mail, postage prepaid, to the address of the property, or the address to which property tax statements are mailed concerning the property.

ARTICLE III

BUILDING RESTRICTIONS

Section 1. Dwelling Size. The main floor (exclusive of porches and garage) to be not less than 1200 square feet for a one-level home. If there are two levels; each shall be at least 600 square feet (exclusive of porches and garage). The total living area in a multi-level home shall be not less than 1200 square feet.

Section 2. Set-back requirements. Every dwelling house, or other structure as may be approved by the design review committee, shall comply with all applicable city zoning.

Section 3. Fences. The location, material, and design of any fences constructed shall be approved by the Architectural Design Control Official prior to construction. In approving or disapproving any fence design, the Official shall evaluate whether the fence would be a significant detriment to the adjoining properties or the development as a whole. Fences shall be similar to the fences constructed by the Developer at 415 and 421 South Main Street. Each property owner will maintain the portion of such fence located on that owner’s lot.

Section 4. Roof. Roofs shall be cedar, tile, or minimum 30 year architectural grade composition roof. The roof color shall be compatible with the house color.
Section 5. Siding. All siding material shall be brick, stone, shingle, cedar or masonite horizontal board-type siding or comparable material on all sides of the houses; However, under no circumstances shall plywood, T-111 or any other panel-type siding be used unless approved by the Architectural Design Control Officer.

Section 6. Construction time limit. All construction on any lot must be completed and the final occupancy permit issued within 365 days from the issuance of a building permit.

Section 7. Detached improvements. Any detached improvement must be approved by the Architectural Design Control Officer. The approval or denial of the Official shall rest on whether the structure is generally compatible in style and scale with other structures on the lot and in the development.

Section 8. Restrictions on carports. No carport shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages. Every home shall have at least two paved off-street parking places.

Section 9. Antennas/Satellite Dishes. Antennas or satellite dishes are allowed only once approved by the Architectural Design Control Official.

Section 10. Signs. No sign shall be erected on any lot except not more than one "For Sale" or "For Rent" sign 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, or builder's signs during construction.

Section 11. Applicable law. Improvements on the property must also comply with other applicable law and government agency requirements.
ARTICLE IV

GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals shall be raised, kept, or permitted on the premises other than dogs, cats, birds, and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Manufactured dwelling, temporary structures. No manufactured dwelling (or comparable structure), recreational vehicle used as a dwelling on site or other temporary structure shall be allowed in the development, with the exception of a portable toilet as required during construction.

Section 3. Recreational vehicles, campers, motor homes, boats, travel or other trailers. These must be stored in a closed garage. For a period not to exceed three consecutive days or six days in any thirty day period, these vehicles may be left in the driveway, rear yard or the street to permit cleaning, loading or unloading.

Section 4. Trash or refuse. No garbage or trash will be allowed to accumulate on any property in the development. Failure to remove will result in the Association having such removed and charging the owner or tenant for removal.

Section 5. Non usable motor vehicles. There shall not be stored, parked or kept upon said lots any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition unless it is completely enclosed within a building.

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Section 6. Nuisance. No noxious or offensive activity shall be carried on or upon the single family lots or any port thereof, nor shall anything be done or maintained which may be or become a nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any lot to become overgrown or permitting any structure on any lot to become unsightly.

Section 7. Division, tarts or adjustments of lot lines. No lot may be divided nor may any lot line be moved or otherwise adjusted (except for the granting of private easements or licenses) unless all of the following occur.

A. All applicable laws and regulations are complied with;

B. Written consent is obtained from all owners; and,

C. This Declaration and the by-lades are duly amended to correct any potential problem or ambiguity concerning the rights and obligations of the lot owners in question or concerning questions of title to the lots or private commons. Such amendments are to be at the expense of the party seeking the changes.

Section 8. Lot Maintenance. During the time that the land remains vacant, the lot must be kept free of debris and must be neat and maintained. Grass or ground cover may not exceed six inches in height. Until all the single family lots are sold, Declarant reserves the right, but not the obligation to perform such maintenance if an Owner fails to do so, and further, Declarant may assess charges for such maintenance. The Official also reserves the right, but not the obligation to perform such maintenance if an Owner fails to do so, and to assess charges for such maintenance.
ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each owner and shall pass with each parcel of the subdivision and shall bind the respective successors in interest of the present owner. These covenants, easements, and restrictions shall remain in full force and effect for a period of thirty years from the date of recording this Declaration. Thereafter, they shall terminate if at any time the majority of the then record owners of the lots contained in the tract effect to eliminate the covenants, easements and restrictions. Such voting shall be pursuant to Article 111, Section 2.

Section 2. Enforcement. The Official, or 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 promises, restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter created or imposed by the provisions of this Declaration. Failure by the Official or any owner to enforce any provision, covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. 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.

Section 4. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than ninety percent of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent of the owners of the property, including the Developer so long as the Developer owns any lots or holds a security interest in any lot.

Section 5. Attorney Fees. In case 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 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 shall adjudge reasonable as prevailing party’s attorney’s fees on such appeal.

[Signatures]

Developer

Notary Public for Oregon

My Commission Expires: June 11, 2004

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First Amendment to the Covenants and Restrictions
of Dressel Subdivision
A Residential Community
June 11, 2013

Developer does hereby certify the following amendment shall be in place, for
lots 1 and 2, inclusive within the plat of Dressel Subdivision recorded
April 8, 2003, in #200308049 of the plat records of Yamhill County, Oregon.

1. Amendment to Article IV, section 3: Recreational vehicles will be allowed
without being stored inside an enclosed garage or building.

Gillian A. Dressel  6/11/2013
Ken W. Dressel  6/11/2013
STATE OF OREGON,

County of Clackamas

} ss.

On June 11, 2013 before me personally appeared

Gillian A. Dressel and Kevin W. Dressel

whose identity was established to my satisfaction, and who executed the foregoing instrument, acknowledging to me that the same was executed freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date first written above.

Tiffany Ann Yandt
NOTARY PUBLIC-OREGON
COMMISSION NO. 455961
MY COMMISSION EXPIRES JANUARY 09, 2015

Notary Public for Oregon
My commission expires January 9, 2015

NO PART OF ANY STEVENS-NESSE FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.
EASEMENT NOTES

EASEMENT (1) — An access easement to benefit Lot 2, and a public and private utilities easement to benefit the City of Newberg.

EASEMENT (2) — An access easement to benefit Lot 1, and a public and private utilities easement to benefit the City of Newberg.

EASEMENT (3) — A 12.50' wide access easement to benefit Lots 1, 2 & 3, and a public and private utilities easement to benefit the City of Newberg.

EASEMENT (4) — A 12.50' wide access easement to benefit Lots 1, 2 & 3, and a public and private utilities easement to benefit the City of Newberg.

EASEMENT (5) — A 10.00' wide public and private utilities easement along the east line of Lots 3 & 4 to benefit the City of Newberg.

CITY OF NEWBERG APPROVALS

N/A

City of Newberg Surveyor Date

City of Newberg Recorder Date

City of Newberg, Oregon

Notes

1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 20030550

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that KEVIN M. DRESSEL and GILLIAN A. DRESSEL, are the owners of the real property described in the accompanying Surveyor’s Certificate and have caused this deed to be recorded in the offices of the officers of the county of Yamhill.

KEVIN M. DRESSEL

GILLIAN A. DRESSEL

Acknowledgement

STATE OF OREGON

COUNTY OF YAMHILL

On this day the 15th day of NOV 2003, did personally appear KEVIN M. DRESSEL and GILLIAN A. DRESSEL, in the capacity shown in the above Declaration, who being duly sworn, did say that they are the identical persons named in the foregoing instrument and that they executed said instrument freely and voluntarily.

YAMHILL COUNTY APPROVALS

N/A

Yamhill County Assessor Date

Yamhill County Sanitation Director Date

Yamhill County Commissioner Date

N/A

Notes

SURVEYOR’S CERTIFICATE

I, Matt Dandick, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as DRESSEL SUBDIVISION, the boundary of which is described as follows:

Lot 1 and the north 75.00' of Lot 2 of LITTLE HOMES SUBDIVISION.

Matt Dandick, Oregon No. 1942

This is an exact copy of the original plot of DRESSEL SUBDIVISION

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