DECLARATION OF
RESTRICTIVE COVENANTS
FOR
EDGECOOD ESTATES

We, the undersigned, being the owners of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision located in the City of Newberg, Yamhill County, State of Oregon, known as Edgewood Estates hereinafter called "The Subdivision," make the following declaration of restrictions on said real property to the public.

There is hereby established a common plan for the improvement, maintenance and protection of the real property embraced within that certain Subdivision known as "Edgewood Estates." This property is legally described as:

Lots 2 through 10 of Edgewood Estates a recorded subdivision in Yamhill County, Oregon, recorded as document number 201410823 records of Yamhill County, Oregon.

This Declaration of Restrictive Covenants does not encumber Lot 1 of Edgewood Estates which contains an existing single family residence.

Declarant hereby declares that the real property described herein, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE I

Definitions

Section 1. "Owner" shall mean and refer to the record Owner, whether one or more person or entities, of a fee simple title to any Lot which is a part of the Subdivision, including 1
contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Lot" shall mean any plot of land within the Subdivision, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a residential dwelling site as shown on the recorded plat.

Section 3. "Declarant" shall mean and refer to Riverside Homes, LLC, its successors and assigns if such successors and assigns should acquire for the purpose of development or construction all or substantially all of the properties owned by Riverside Homes, LLC in the plat of Edgewood Estates.

Section 4. "Declaration" shall mean and refer to this document and any amendment or supplementary declaration which is adopted and recorded by the Declarant or the Owners.

Section 5. "Subdivision" shall mean and refer to the plat of Edgewood Estates.

ARTICLE II

Acceptance of Covenants

The real property is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

ARTICLE III

Dwelling: Quality and Size

Section 1. All Lots in the Subdivision shall be used solely and exclusively for single family residences, with appurtenant garages, and no Lot shall be further divided. Each Owner shall maintain his Lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

Section 2. The livable square footage floor area of each dwelling structure constructed or occupied within the Subdivision, exclusive of one-story open porches and garages, shall be not less than 1,300 square feet for a one-story dwelling, and not less than 1,600 square feet for a dwelling of more than one story.

Section 3. All roofs on dwellings and accessory structures, if any, within the Subdivision are to be of composition, tile or cedar shake, and have a minimum pitch of Four/ Twelve.
Section 4. After Declarant has completed construction of all houses in the Subdivision, all residential remodeling or new construction which is visible or audible from off the Lot shall be completed within 6 months following commencement of work. This requirement includes staining or painting of exterior.

ARTICLE IV

Landscaping

All front yards shall be landscaped within six (6) months following completion of construction by Declarant. In the event that strict enforcement of this provision would cause undue hardship due to weather conditions, this provision may be extended for a reasonable length of time. Street trees may be planted along street frontages. The trees, if any, shall be maintained by the Owners of those Lots in accordance with the City of Newberg tree ordinances.

ARTICLE V

Permanent Structures

Section 1. No out-building or shed shall be located on any Lot nearer to the front lot line or nearer to the side street lot line than permitted by the minimum building set-back lines provided for in the laws, statutes or ordinances of the appropriate local governmental authorities.

Section 2. All fences or boundary walls shall be constructed in accordance with the City of Newberg codes and regulations and shall be constructed only of cedar wood or brick, or both. No fence, wall, hedge or mass planting shall be permitted to extend nearer to any street than the minimum setback line required. No fence, wall, hedge or mass planting shall extend higher than six feet above the ground.

ARTICLE VI

Temporary Structures

Section 1. No structure of a temporary character or vehicle (such as recreational vehicles, trailers, tents, shacks, garages, barns or other outbuildings or vehicles) shall be used on any Lot in the Subdivision at any time as temporary or permanent residence. Construction of any out buildings or additions to a residence shall be conducted only with the proper permits obtained from the appropriate governmental agency. This shall not be deemed to prohibit any person who is authorized to build a residence or other permitted structure on the Lot from placing a trailer on the Lot during the period of construction. Furthermore, the Declarant may place a sales trailer in the Subdivision until Declarant has sold all residences.
ARTICLE VII

Nuisance

Section 1. Businesses. — Except as provided in this Section, all Lots shall be used for single-family residential purposes exclusively with the exception that certain home occupations may be permitted. Such home occupations may be limited to certain business uses, shall not create any disturbance, noise, or unsightliness, shall not unduly increase traffic flow or parking congestion, and shall not be in violation of any of the provisions of the Declaration. No goods, materials, supplies, equipment, or vehicles (including buses, trucks, or trailers of any description) used in connection with any business shall be stored, kept or worked on outside any building located on any residential Lot within the Subdivision. Use of the Lots shall in all cases be in compliance with all applicable laws, ordinances, rules and regulations.

Section 2. Off-Site Impacts. No activity which causes a substantial increase in light, glare, noise, or odor, as perceived from any area off the Owner’s Lot, shall be conducted on such Lot.

ARTICLE VIII

Signs and Monuments

Section 1. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant or Declarant’s agents to advertise the property during the initial construction and sales period. “For rent” signs shall be prohibited during the initial construction and sales period.

ARTICLE IX

Oil and Mining Operations

Section 1. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be practiced upon any Lot. Oil wells, tanks, tunnels, excavations or shafts shall not be placed on any Lot. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE X

Pets

Section 1. Dogs, cats, and other ordinary household pets may be kept in the Subdivision, and usual structures may be provided to house them, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets must be on a leash or under the
direct physical control of the pet Owner whenever such pets are not on their Owners’ Lot. Such pets shall not injure, endanger, or annoy any person lawfully present in the Subdivision, and must be kept quiet between the hours of 10:00 p.m. and 8:00 a.m. No animals other than ordinary household pets may be kept in the Subdivision.

ARTICLE XI
Garbage and Refuse Disposal

Section 1. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 2. No debris, inoperable vehicles, machinery, or lumber and building materials shall be stored outside on any Lot, except that supplies and machinery currently being used in the construction of an approved dwelling or other project may be stored in a neat manner during the construction of said dwelling or project. All building materials and debris shall be cleaned up and removed from the Lot within thirty (30) days following the completion of the dwelling or project. Yard raking, dirt and other materials resulting from landscaping work shall not be dumped onto streets or other Lots.

ARTICLE XII
Motor Vehicles

Section 1. Operation Of Vehicles. Unlicensed motor vehicles, including motorcycles, scooters, A.T.V.’s, etc. shall not be operated on any property in said plat, including all roads. Licensed vehicles shall not be operated so as to create an annoyance or nuisance to the neighborhood. All motor vehicles and operators of motor vehicles shall comply with the current state laws for licensing, equipment and operation.

Section 2. Vehicles. No inoperable vehicle shall be stored on any Lot where it may be seen from any other Lot or from the public right of way, or it shall be removed from the Subdivision within 48 hours.

ARTICLE XIII
Parking

Section 1. Recreational vehicles and boats may not be parked or stored on any of the streets, driveways, or front yards of the Subdivision, but are permitted to be parked and stored within the side and/or rear yard of a Lot, if screened from all other Lots with a six foot high view obstructing fence.
ARTICLE XIV

Antenna and Service Facilities

Section 1. Exterior antenna or satellite receiving stations and clothes lines shall be screened so as not to be viewed from the street.

ARTICLE XV

Easements

Section 1. Easements for access, utilities and storm water drainage are reserved on the face of the recorded plat. Within these easement areas, no vehicle, 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 or flow of storm water drainage channels in the easement areas, or which may obstruct or retard the flow of water through storm water drainage channels or pipes in the easement area.

ARTICLE XVI

Amendments

Section 1. This Declaration may be amended unilaterally at any time and from time to time by Declarant so long as Declarant owns any property for development and/or sale in the Subdivision. This Declaration may also be amended upon the affirmative vote or written consent, or any written combination thereof, of the Owners of at least eighty percent (80%) of the Lot Owners in the Subdivision and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Subdivision). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

ARTICLE XVII

General Provisions

Section 1. Term. The covenants contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying Lots in the Subdivision, or claiming under them for a period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded Owners of all Lots has been recorded, agreeing to change said covenants in whole or in part.

Section 2. Enforcement. Any owner of a Lot in the Subdivision shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or
persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

Section 3. Severability. Invalidation of any one or more of these covenants by a court of competent jurisdiction shall in no way affect the liability and enforceability of the remaining provisions and covenants, and it is intended that all remaining covenants shall remain in force and effect.

Executed this 23rd day of July, 2014

Riverside Homes, LLC
By: 
Craig Schuck
Vice President

State of Oregon )
) SS.
County of Washington )

I certify that I know or have satisfactory evidence Craig Schuck is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice President of Riverside Homes, LLC to be the free and voluntary act of such party for the Uses and purposes mentioned in the instrument.

(Signature)

Dated: July 23, 2014
My appointment expires November 5, 2014

(Notary Title)
My Appointment Expires
EDGEOOD ESTATES

A REPLAT OF PARCEL 1 OF PARTITION PLAT NO. 93–22 AND PARCEL 1 OF PARTITION PLAT NO. 97–26,
LOCATED IN THE JAMES MORRIS DONATION LAND CLAIM NO. 48,
IN THE SOUTHEAST ONE-QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, M.M.,
CITY OF NEWBERG, YAMHILL COUNTY, OREGON
JULY 21, 2014

SURVEYOR’S CERTIFICATE

I, CLINTON H. STEBBES, JR., HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MAILED WITH PROPER MARKINGS, THE LANDS REPRESENTED ON THE ATTACHED PLAT OF EDGEOOD ESTATES, BEING A REPLAT OF PARCEL 1 OF PARTITION PLAT NO. 93–22 AND PARCEL 1 OF PARTITION PLAT NO. 97–26 LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 2 WEST, YAMHILL COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT BEING A 3/4 INCH IRON ROD WITH AN EJJOEY PLUG IN THE GROUND AT THE SOUTHWEST CORNER OF PARCEL 2 OF SAID PARITION PLAT NO. 97–26, THEREAL ALONG THE EAST LINE OF SAID PARCEL 2, 390.91' TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EDGEOOD DRIVE, THEREAL 92.92' TO THE WEST OF EASTERN LINE OF EDGEOOD DRIVE, THEREAL 62.22' TO THE SOUTHWEST CORNER OF PARCEL 3, THEREAL ALONG THE SOUTH LINE OF SAID PARCEL 3, 918.28' TO THE SOUTHWEST CORNER THEREOF, BEING THE SOUTH LINE OF SAID PARCEL 3, THEREAL 130.63' TO THE SOUTHWEST CORNER THEREOF, SAID POINT BEING THE NORTHERLY RIGHT-OF-WAY OF EDGEOOD DRIVE WITH THE EASTERN RIGHT-OF-WAY OF COUNTRY LANE, THEREAL 198.77' TO THE SOUTHEAST CORNER THEREOF, THEREAL ALONG THE WEST LINE OF SAID PARCEL 1, 1344.63' TO THE NORTHERN CORNER THEREOF, THEREAL ALONG THE NORTH LINE OF PARCEL 1, THEREAL 1344.63' TO THE SOUTHEAST CORNER THEREOF, THEREAL ALONG THE NORTH LINE OF PARCEL 1, THEREAL 3150.00' TO THE WEST LINE OF PARCEL 1, THEREAL 1344.63' TO THE NORTHERN CORNER THEREOF, THEREAL ALONG THE NORTH LINE OF PARCEL 1, THEREAL 1344.63' TO THE SOUTHEAST CORNER THEREOF, THEREAL ALONG THE EAST LINE OF PARCEL 1, THEREAL 1344.63' TO THE NORTHERN CORNER THEREOF, THEREAL ALONG THE NORTH LINE OF PARCEL 1, THEREAL 285.00' TO THE WEST LINE OF PARCEL 1.

EXCEPTING THEREFROM ANY PORTION Lying WITHIN THE RIGHT-OF-WAY OF EDGEOOD DRIVE.

SAID DESCRIED LAND CONTAINS 1.302 ACRES, MORE OR LESS.

CLINTON H. STEBBES, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 55649

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT PHOEBE HOMES, LLC, AN OREGON LIMITED LIABILITY COMPANY, IS THE OWNER OF THE LAND REFERRED TO ABOVE AND DESCRIBED IN THE ATTACHED SURVEYOR’S CERTIFICATE, AND HAS CAUSED THE SAME TO BE SURVEYED AND MARKED AS SHOWN IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 33 OF OREGON RECOUPMENT CODES; AND DOES HEREBY DEDICATE THE ABOVE DESCRIPTED LAND AS A dialog OF THE Fdue USES STATED AND AS INDICATED HERIN.

C. STEBBES
BY CRAIG SCHOOL, VICE PRESIDENT, PHOEBE HOMES, LLC, AN OREGON LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF WASHINGTON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON July 21, 2014, BY CRAIG SCHOOL, AS VICE PRESIDENT, PHOEBE HOMES, LLC, AN OREGON LIMITED LIABILITY COMPANY.

NOTARY SIGNATURE

NOTARY PUBLIC—OREGON

Seal

PRINT NAME

COMMISSION NO. 455670

STATE OF OREGON

COUNTY OF WASHINGTON

I, CLINTON H. STEBBES, JR., FLX NO. 55649, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND EXACT COPY OF THE ORIGINAL PLAT.

APPROVALS CITY

APPROVED THIS 21st DAY OF July, 2014

CITY OF NEWBERG PLANNING AND BUILDING DIRECTOR

APPROVED THIS 21st DAY OF July, 2014

CITY OF NEWBERG RECORDS

APPROVALS COUNTY

APPROVED THIS 26th DAY OF August, 2014

YAMHILL COUNTY AGENT

ATTACH THIS 27th DAY OF August, 2014

YAMHILL COUNTY COMMISSIONER

ATTACH THIS 27th DAY OF August, 2014

YAMHILL COUNTY COMMISSIONER

ATTACH THIS 27th DAY OF August, 2014

YAMHILL COUNTY SURVEYOR

ATTACH THIS 27th DAY OF August, 2014

YAMHILL COUNTY SURVEYOR

PURSUANT TO USES, $2,065.00 TAXES HAVE BEEN PAID OR BOND POSTED TO THIS DATE

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SURVEYING, INC.