DECLARATION OF PROTECTIVE COVENANTS
FOR ELISABETH ADDITION

This Declaration of Protective Covenants is applicable to Lots 1 through 18.

WHEREAS, ROBERT M. JOHNSTONE and JULIANNE JOHNSTONE, herein referred
to as Declarants, are the owners of certain real property located in the City of McMinnville,
County of Yamhill, and State of Oregon, known as the ELISABETH ADDITION, a duly
recorded plat.

WHEREAS, the Declarants desire to declare of public record their intentions to create
certain restrictive conditions and covenants to the ownership of said property.

THEREFORE, the Declarants do hereby certify that the following restrictions, conditions
and covenants shall become and are hereby made a part of the conveyances of Lots 1 through
18 inclusive, within the plat of ELISABETH ADDITION, record on the 29th day of
December, 1995, in V 4 P 203, 204 of the Plat Records of Yamhill County,
Oregon, and the following reservations and covenants shall by reference became a part of any
such conveyances and shall apply thereto as fully and with the same effect as if set forth at large
therein. Instrument No. 1995 17518

Recorded in Official Yamhill County Records
CHARLES STEPH, COUNTY CLERK
11/29/95
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ARTICLE I

Property Subject to these covenants and Building Plan Review

A. Initial Development.

Declarants hereby declare 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. The above property, together with other real property, from time to time annexed thereto and made subject to these covenants shall constitute ELISABETH ADDITION.

B. Review of Plans.

No construction will be permitted nor a building permit obtained without prior approval in writing of the Declarants. Lot owners shall submit to the Declarants the following:

1. Plans. The following plans must be furnished:
   
   (a) Plot plan;
   
   (b) Foundation plan;
   
   (c) General floor plan;
   
   (d) Plan elevation;
   
   (e) Roof layout and materials specifications, including peak height above curb;
   
   (f) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
   
   (g) Exterior color swatch(es).

2. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

3. Standard of Review. The Declarants shall, before giving their approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE II and is, in the judgment of Declarants, compatible with other homes in the ELISABETH ADDITION, either existing or proposed. The Declarants shall interpret the improvement and design standards set forth in

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ARTICLE II and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

4. **Compliance with Governmental Regulations.** Approval by the Declarants shall not excuse compliance with any other governmental rule, ordinance, code or regulations applicable to any lot or other property within ELISABETH ADDITION.

5. **Scope of Review; Declarants Discretion.** The Declarants may withhold approval of plans and specifications because of their noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also because of the dissatisfaction of the Declarants with any or all other matters or things which, in the judgment of the Declarants, would render the proposed structure inharmonious with the general plan of improvement of ELISABETH ADDITION or with the structures erected or proposed to be erected on other lots in ELISABETH ADDITION. The Declarants may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

6. **Deadline for Opinion.** The Declarants shall issue their opinion or notify the lot owner of their objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Declarants fail to issue an opinion or notify the lot owner of their objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Declarants.

7. **Entry for Inspection.** The Declarants may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other covenants, conditions and restrictions provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Declarants may issue a certificate of completion and compliance as to any property so inspected.

8. **Design Review Committee.** Upon the sale of all lots and completion of all improvements thereon, a Design Review committee (Committee) shall be formed and shall have all powers and authority relating to review of plans for further improvements as herein provided for and reserved by Declarants. The Committee shall consist of three (3) members who are lot owners in the development along with the Declarants or their designee. Committee members, except Declarants or Declarants' designee, shall be elected by a majority vote of lot owners for a two-year term. An election shall be held in the second week of March of each year provided a quorum of a majority of lot owners are present. Declarants may, after the formation of the Committee, designate any person who is also a lot owner to serve as a member of the Committee in lieu of Declarants for such
period. Notice of the time and place of the said annual meeting shall be given by first class mail to the lot owner's address as contained in the Yamhill County Tax Assessment Rolls. Decisions of the Committee shall relate to plan review as set forth under ARTICLE I, SECTION B, and approval of submitted plans shall require a majority vote of Committee members.

9. Communications to Declarants and Committee. All communications including plans for review as specified under ARTICLE I, SECTION B, to Declarants and/or the Design Review Committee shall be delivered to the Developers, Robert M. Johnstone and Julianne Johnstone, at 1215 N. Adams, McMinnville, Oregon, or such other office as later designated.

ARTICLE II
Residential Covenants

A. Land Use and Building Type.

No lot shall be used except for single family residence, except Lots 1 and 15 may be used for duplexes. The lots shall not be partitioned. Lot 19 is exempt from these covenants and restrictions as hereinafter provided.

B. Dwelling Size.

All houses will be single family dwellings, except as stated above, and shall have a minimum area of 1,500 square feet exclusive of open porches and garages, except on Lot 18 where the house shall have a minimum area of 1,200 square feet exclusive of open porches and garages. No dwelling shall be of a height in excess of thirty-five (35) feet.

C. Restrictions on Carports.

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

D. Completion of Construction.

All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.
E. **Roofs.**

Roofing shall be constructed using Architectural 80 or equal material. Final approval of all roofing material shall be obtained from the Declarants or their designee prior to any construction. The type of material to be used shall be submitted to Declarants or their designee at the time building plans are submitted pursuant to Article I, Section B of these Protective Covenants.

F. **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. Vinyl-type siding may only be used upon receiving prior written approval by Declarants or their designee.

G. **Detached Buildings.**

All detached buildings must be fully enclosed and may not exceed the height of one story (16 feet) in height. No pole buildings are allowed.

H. **Off-Site Manufactured Homes and Temporary Structures.**

No mobile homes, off-site manufactured homes, permanent or temporary structures, stacks or tents shall be allowed in the development, with the exception of a construction-type mobile home to be used only during the period of construction.

I. **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 left on any lot or in the development where said vehicle or vehicles are visible from the street or from contiguous property within ELISABETH ADDITION for a period in excess of fourteen (14) days. Any such vehicle which is to be permanently stored on the premises shall be stored either inside a garage or detached structure or shall be physically obscured from sight from the street or contiguous parcels by means of a screening fence or shrubbery which in no event shall project beyond the front walls of any dwelling or garage.

J. **Oversized Vehicles.**

No commercial vehicle weighing more than 5,000 pounds gross weight shall be permitted to be parked anywhere within the development, except those areas designated as public road, for a period exceeding more than two (2) days during any 30-day period.
K. **Antennas.**

Satellite dishes of no more than twenty inches (20") in diameter may be permitted in the development only upon prior written approval by Declarants or their designee. No television, radio aerials or rotary beams shall be erected or placed on any lot where such device is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

L. **Exterior Colors.** Exterior colors of any dwelling house, garage, shed, outbuilding or other structure shall be approved by the Declarants or their designee and shall be natural earth colors or other subdued colors as approved by the Declarants or their designee.

M. **Sidewalks.**

Sidewalks are required to be installed by lot owners at the lot owner's expense by completion of construction of the dwelling. They shall be constructed along the street side of the property line with a one foot park strip between the curb and the sidewalk. All sidewalks 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.

N. **Obnoxious and Offensive Activities.**

No obnoxious or offensive activities, as defined by City and County ordinances, State statutes and regulation, and common law, shall be carried on upon any lot nor should anything be done on any lot which may become an annoyance or nuisance, as defined by City and County ordinances, State statutes and regulation, and common law, to neighbors or to the neighborhood.

O. **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 of other lot owners. In the event a lot owner shall fail to maintain his/her lot, Declarants or their designee may have the lot maintained by a maintenance service of Declarants' choice at the lot owner's sole expense and lot owner shall be responsible for payment of said expense within ten (10) days from the date of receipt of an invoice for maintenance services performed.

P. **Fences and Hedges.**

On all lots, plantings or site obscuring fences shall not exceed two and one-half feet in height in the front yard or on the side lot lines forward of the building line with the
Q. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two dogs, two cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

R. Building Setbacks.

Every dwelling house or other structure as may be approved by the Declarants shall comply with all applicable city and county zoning requirements, including setback requirements, but in no event shall any setback from the property line be less than the following:

1. Side yard, seven and one-half feet;
2. Front and rear yards, twenty feet;
3. Corner lot: front and rear yards, twenty feet; street side yards, twenty feet; lot side yards, seven and one-half feet.

S. Signs.

No sign shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the owner, the Declarants, 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, which must comply with the City of McMinnville Sign Ordinance.

T. Easements.

1. Easements for installation and maintenance of utilities, sewer, and storm drainage facilities are shown on the recorded ELISABETH ADDITION Plat. Within said easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with, or change the direction of flow of drainage facilities located within such easements. The easement area of each lot
and all improvements therein shall be continuously maintained by the lot owner, except for improvements for maintenance for which a public authority or utility company is responsible.

2. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement or right-of-way, and such easement or right-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Developers, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under such easements to carry on any other purposes for which the easements or rights-of-way are reserved.

U. ACCESS TO LOT 18.

Access to Lot 18 shall be made and maintained through the OVERLOOK ADDITION as authorized by easements of record and the fifteen foot (15') extinguishable easement through Lots 16 and 17 shall be vacated and extinguished.

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 enure 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 name provided herein.

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 covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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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 90 percent of the lot owners and their respective mortgagees as their interests appear. Any amendment must be lawful and 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’s fees on such appeal.

F. **Lot 19 Exempt From Declaration of Protective Covenants.**

Lot 19 of the ELISABETH ADDITION, its current and future improvements shall not be required to comply with the provisions of the protective covenants contained herein.

DATED this 27th day of December, 1995.

Robert M. Johnstone
Developer

Julianne Johnstone
Developer

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STATE OF OREGON  )
               ) ss.
County of Yamhill  )

On this 27th day of December, 1995 personally appeared the above-named Robert M. Johnstone, Developer, and acknowledged the foregoing instrument to be his voluntary act and deed.

       Deborah L Clark
NOTARY PUBLIC FOR OREGON
My Commission expires: 1-24-99

STATE OF OREGON  )
               ) ss.
County of Yamhill  )

On this 27th day of December, 1995 personally appeared the above-named Julianne Johnstone, Developer, and acknowledged the foregoing instrument to be her voluntary act and deed.

       Deborah L Clark
NOTARY PUBLIC FOR OREGON
My Commission expires: 1-24-99
AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS FOR
ELISABETH ADDITION

WHEREAS, the undersigned Declarants/Owners have previously recorded a Declaration of Protective Covenants for the Plat of Elisabeth Addition, in the City of McMinnville, Yamhill County, Oregon on December 29, 1995 in Film Volume 4, Pages 203, 204, (Instrument No. 1995 17518) Deed and Mortgage Records; and

WHEREAS, the Declarants/Owners desire to amend said Declaration of Protective Covenants as hereinafter provided and to impart notice of record of such amendment to said Declaration;

WHEREAS Lots 1 and 15 have previously been designated exempt from the restriction of use for single family residence only and may be used for duplexes; and

WHEREAS 90 percent of lot owners have agreed to this Amendment by instrument, a copy of which is attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the benefits accruing to the premises, the Declarants/Owners hereby amend the said Declaration of Protective Covenants for Elisabeth Addition by modifying said covenants pertaining to Article II, Section A Land Use and Building Type, to provide as follows:

No lot shall be used except for single family residence, except Lots 1 and 15 may be used for duplexes. The lots, except Lots 1 and 15, shall not be partitioned. Lots 1 and 15 may be partitioned for common wall purposes.

In all other respects, the said Protective Covenants shall remain unchanged, in full force and effect.
CONSENT TO AMENDMENT OF DECLARATION
OF PROTECTIVE COVENANTS FOR
ELISABETH ADDITION

LOT OWNERS:

Robert M. Johnstone (Declarant)

Julanne Johnstone (Declarant)
Owners of Lots 1, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, and 18

Clarence Leo Leathers
Owner of Lots 3 and 5

Frank Cipparone

Geri Cipparone
Owners of Lot 2

MORTGAGEE:
Michael L. Finch

Sandra Finch
Owners of Lot 4

GRANDEUR CUSTOM HOMES, INC.

By: Philip F. Loving
Owner of Lot 12

Gary R. Niehus

Lyla M. Niehus
Owners of Lot 13
Declarants:

Robert M. Johnstone

Julianne Johnstone

STATE OF OREGON )
County of Yamhill ) ss

Personally appeared the above-named Robert M. Johnstone and acknowledged before me the foregoing instrument to be his voluntary act and deed.

Maria George
Notary Public for Oregon
My commission expires: 5/30/99

STATE OF OREGON )
County of Yamhill ) ss

Personally appeared the above-named Julianne Johnstone and acknowledged before me the foregoing instrument to be her voluntary act and deed.

Maria George
Notary Public for Oregon
My commission expires: 5/30/99

CONSENT BY LIENHOLDER
MORTGAGE/BENEFICIARY

Valley Community Bank

By: [Signature]
Title: [Title]
Date: June 24, 1990