CONDITIONS, COVENANTS, AND RESTRICTIONS
FOR "ELLA COURT" SUBDIVISION

1. No sign 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 any sized sign used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted herefrom.

2. No animals or poultry shall be raised or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not raised or kept for commercial purposes, and are not permitted to cause damage or constitute a nuisance to neighbors.

3. No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers. Incinerators or other equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition.

4. Not more than two (2) vehicles or automobiles per lot in driveway or on designated street parking at any time. If this cannot be accomplished then said vehicles are to be parked away from premises, not in subdivision.

5. No parking on street at any time except in designated parking spot.

6. No front yard shall remain without landscaping for a period not to exceed nine (9) months from the date of occupancy. Lawns shall be kept mowed and landscaped at all times.

7. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) 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 owners of the lots and the City Planning Director has been recorded, agreeing to change said covenants in whole or in part, except that the dedicator or their assigns may amend these covenants at any time as long as they own a majority of the lots in Ella Court subdivision.

8. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

9. Invalidation of any one of these covenants by judgments or court orders shall in no way affect any of the other provisions which shall remain in full force and effect.

10. Declarant shall have sole control over building type, and exterior decor over all buildings to be constructed in Ella Court subdivision and any owner or purchaser of lot or lots shall submit building plans to declarant for approval prior to acquiring a building.
permit from the City of Newberg. Should one party purchase a majority of the total lots, declarant at declarant's option may assign these rights to the same.

11. An easement over and across all land situated within five (5) feet of the side and rear lines of each lot for the installation and maintenance of utilities and drainage systems is hereby reserved.

12. No 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.

13. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. No residence shall be constructed with less than 1000 square feet of living space; a two (2) level home shall have not less than 800 square feet on the main level. All residences shall have a garage. Windows shall be bronze aluminum, wood frame, or vinyl; roofs shall be wood, concrete tile, architectural composition shingle only. All wood stove or fireplace chimneys shall be masonry, or shall have a wood chase to within six (6) inches of the round top assembly. Siding materials shall be cedar, wood, composition bevel, or aluminum bevel on sides of residence facing the street.

15. There shall be no R.V. or boat parking on street, driveway, our outside of garage.

16. No mechanical repairs shall be performed in driveways or on street.

Signed: [Signature]

STATE OF OREGON.
COUNTY OF Yamhill

Be it remembered, that on this 28th day of June - 1991 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard F. Sprankle Jr. and

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that THEY 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.

[Notary Seal]

Tammy J. Mey
Exp. April 14, 2000
SUBDIVISION COMPLIANCE AGREEMENT
ELLA COURT SUBDIVISION

THIS AGREEMENT made and entered into this ____ day of ______, 1997, by and between the CITY OF NEWBERG, a municipal corporation in the County of Yamhill, State of Oregon, hereinafter referred to as CITY and JAMES L. FISHER, JR. AND CUMMINGS FOUNDRY CONSULTANTS, INC., owners of the property and subdivider of the property, hereinafter referred to as SUBDIVIDER.

RECIPIENTS

1. SUBDIVIDER has petitioned the CITY to accept a subdivision plat known as "ELLA COURT SUBDIVISION" located in the City of Newberg, Oregon.

2. The CITY's subdivision ordinance and applicable ordinances and laws of the CITY, require that the SUBDIVIDER execute and file with the CITY an agreement providing for, among other things, the period within which all required improvements shall be made within said subdivision and that if such work is not completed within the period specified, the CITY may complete the same and recover the full cost and expenses thereof from the SUBDIVIDER.

3. The CITY is agreeable to acceptance of said subdivision plat upon the execution of this agreement and compliance by the SUBDIVIDER with the provisions of the CITY subdivision ordinance, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements of the parties, it is agreed as follows:

1. The SUBDIVIDER agrees to install all of the required public improvements as provided in the CITY subdivision ordinance and the Oregon State Highway Department permit conditions, and binds itself to use such materials and to so construct all of the improvements according to CITY standards as defined by the applicable ordinances, Oregon State Highway Department standards, the approved construction plans, and the rules and regulations of the CITY as shown on the subdivision plat.

2. The SUBDIVIDER agrees to provide for the restoration of any monuments erected or used for the purpose of designating a survey marker or boundary of any town, tract, plat or parcel of land which monument is broken down, damaged or obliterated, removed or destroyed, whether willfully or not, by the SUBDIVIDER, its agents, employees or contractors.

3. If the subdivision plat is recorded prior to completion and acceptance of all improvements and conditions of approval: The SUBDIVIDER agrees that all of said public improvements shall be completed on or before the last day of September, 1997, the SUBDIVIDER agrees that in case it shall abandon the work or receive notice of default from the CITY for failure to make satisfactory progress on the work, the CITY may cause the work to be completed by contract or by its own forces; the SUBDIVIDER shall be liable to the CITY for any and all loss and damage from such default, either from the greater expense of so completing or repairing faulty or damaged work, or from any other related course; and upon execution of this agreement, the SUBDIVIDER shall deliver to the CITY a bond for the purposes assuring SUBDIVIDER's full and faithful completion of the required improvements within said subdivision. The amount of the bond is to be 150% of the estimated construction cost.

4. At such time as all required improvements, except sidewalks and miscellaneous improvements, within the subdivision, have been completed in accordance with the CITY's requirements, Highway permit conditions, the SUBDIVIDER shall notify the CITY of the readiness for final inspection. Upon certification by the City Engineer that all requirements of the CITY have been met, the SUBDIVIDER will submit to the CITY a maintenance bond or other such security in a form approved by the CITY in the sum of 15% of the total public improvement costs to provide for the correction of any defective materials or workmanship for a period of one (1) year after final acceptance as defined by CITY ordinances.

After recording return to:
City of Newberg, Engineering Dept.
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

25.00
199710418 10:44am 06/27/97
981 10818429 10.04
1 8 008 3 15.00 10.04 0.00 0.00 0.00 0.00

1-SUBDIVISION AGREEMENT
ELLA COURT SUBDIVISION
5. The SUBDIVIDER agrees that sidewalks and miscellaneous improvements within said subdivision shall be completed no later than the time that building occupancy permits are issued. Occupancy permits for said buildings may be withheld pending completion of sidewalks and the final completion of the subdivision.

6. The conditions, covenants and restrictions, if any, shall be approved by the CITY and recorded prior to the sale of any lots.

7. The CITY agrees to accept the completed required subdivision improvements upon certification by the City Engineer:

   (a) That all required subdivision improvements have been constructed in accordance with applicable CITY ordinances, State Highway permit conditions;

   (b) SUBDIVIDER has fulfilled the requirements of the CITY's subdivision ordinance;

   (c) SUBDIVIDER has provided a copy of the recorded maintenance agreement for any common improvements that are not accepted for maintenance by the CITY;

   (d) SUBDIVIDER has provided a maintenance bond or other form of security as indicated in paragraph 4;

   (e) The traffic, water, and sewer development fees will be charged in accordance with the appropriate CITY ordinances and resolutions at the time that the building permits are issued for each lot;

   (f) SUBDIVIDER has paid an engineering fee to cover final review and inspection of the improvements. The estimated cost of the improvement, based on the engineer's estimate, is $50,000.00. The amount of engineering fees is estimated to be 5% of the total cost of all improvements, which said amount is $5,000.00.

   (g) SUBDIVIDER shall provide accurate as-built construction plans to the Engineering Department.

   (h) SUBDIVIDER agrees to comply with all the conditions of the Planning Commission approval of the preliminary plat.

8. The date of this agreement shall be the date the City Manager and the Recorder sign and affix the seal of the CITY in execution of said agreement, all in duplicate.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

SUBDIVIDER

[Signature]

James L. Fipher Jr.

State of Oregon

County of Yamhill

This instrument was acknowledged before me on this 20th day of June, 1997 by

[Signature]

Notary Public for Oregon

My Commission Expires 2-23-99

CITY OF NEWBERG

[Signature]
Duane R. Cole
City Manager

APPRAISER AS TO FORM

[Signature]
Terrance D. Mahr
City Attorney

3-SUBDIVISION AGREEMENT
ELLA COURT SUBDIVISION