Declaration of Covenants, Conditions, and Restrictions
Goldenview Estates Subdivision

IMPORTANT NOTICE: READ CAREFULLY

THIS DECLARATION CREATES ONGOING LOT OWNER OBLIGATIONS FOR PAYMENT OF PERIODIC HOMEOWNER ASSESSMENTS AND CHARGES, FOR COMMON STREET, UTILITY AND AREA MAINTENANCE, REPAIR, AND REPLACEMENT, AS WELL AS HOMEOWNER ASSOCIATION EXPENSES WHICH IF UNPAID, MAY BECOME AN ENFORCEABLE LIEN AGAINST YOUR LOT IN GOLDENVIEW ESTATES.

PAMELA WEAVER, called declarant, is the owner in fee simple of real property located in Carlton, in Yamhill County, Oregon, and is known by official plat designation as ___________. Goldenview Estates, pursuant to a plat recorded on 1994 02 08, in the Records of Maps of Yamhill County, Document No. 258 01 12 00.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting the subdivision, declarant declares that all of the described real property and each part of the property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of that property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the property.

ARTICLE ONE
DEFINITIONS

Section 1. “Association” shall mean and refer to Goldenview Estates Homeowners Association, its successors and assigns.

Section 2. “Common area” shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows: the private street used to access the lots, Tract A, B, and C of the plat.

Section 3. “Declarant” shall mean PAMELA WEAVER and declarant’s heirs, successors, and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.
Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property described above and such additions to the property as may be brought within the jurisdiction of the association as provided in this declaration.

ARTICLE TWO

MEMBERSHIP IN ASSOCIATION—VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for the lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise eight (8) votes for each lot owned. The Class B membership shall cease and be converted to
Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE THREE

ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of the owners’ deed for the lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. These assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such as assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the street lights situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance, repair, and replacement of the common area and street lights.

(b) Liability insurance insuring the association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

(c) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in
the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(e) Creation of a reserve account for replacement of the private street and related common improvements.

Section 3. Annual assessment.

(a) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum. The initial annual assessment will be $50.00 per lot.

(b) The Board of Directors will designate when the assessments are due and how they will be collected.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 14 nor more than 30 days in advance of the meeting. In the event the proposed action is favored by a majority of the votes cast at the meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within seven (7) days after the date of the meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of nine percent (9%) per annum. The association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the common area or abandonment of his or her or their lot.

Section 8. Subordination of assessment lien to mortgages. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a
mortgage foreclosure or any proceeding in lieu of such foreclosure, shall extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments thereafter becoming due or from the lien of the assessments.

ARTICLE FOUR

PROPERTY RIGHTS

Section 1. Owner’s Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to the lot, subject to the following rights of the association:

(a) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to the dedication or transfer has been recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate such owner’s right of enjoyment in and to the common areas and facilities to the members of the family, or to guests, tenants, and invitees.

Section 3. Other Easements.

(a) Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on the lot shall be continuously maintained by the owner or owners of the lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights 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 declarant, and declarant’s successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, or above such locations to carry out any of the purposes for which the easements, reservations, and rights of way are reserved.

Section 4. Right of Entry. The association, through it authorized employees and contractors, shall have the right, after reasonable notice to the owner or owners, to enter any lot at
any reasonable hour on any day to perform such maintenance as may be authorized in this declaration.

Section 5. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part of the subdivision, seek judicial partition of it. However, nothing contained in this declaration shall be construed to prevent judicial partition of any lot owned in cotenancy. The common area may not be used for future development but shall instead be reserved for the use and enjoyment of all 12 lot owners.

ARTICLE FIVE

USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a stick built residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11 of this article.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11 of this article.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating to a lot or the common area without the prior written consent of the association, and no owner or owners shall permit anything to be done or kept on a lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or that would be in violation of any law.
Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 9. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 10. No on street parking shall be allowed within the subdivision. The homeowners association shall maintain no-parking signage within the subdivision and may enforce such restriction.

Section 11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal or residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully-occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant’s transferees, or the employees, contractors, or subcontractors of declarant or declarant’s transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant’s transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant’s transferees, or the employees, contractors, or subcontractors of declarant or declarant’s transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant’s transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant’s transferees, or the employees, contractors, or subcontractors of declarant or declarant’s transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant’s transferees or their
representatives the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

ARTICLE SIX

OWNERS' OBLIGATION TO REPAIR

Each owner, at the owner's sole cost and expense, shall repair the owner's residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear. The obligation shall extend to and include the maintenance, repair, and replacement when necessary, of the sidewalks adjacent to owner's lot.

ARTICLE SEVEN

OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE EIGHT

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction contained in this declaration shall in no event be deemed a waiver of the right to do so at a later date.

GOLDENVIEW ESTATES CC&Rs
Section 2. Severability. Invalidation of any one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

Section 4. Subordination. No breach of any of the conditions contained in this declaration or reentry by reason of the breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot in the subdivision; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee’s sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member for a period of 40 years from the date of this declaration, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Section 6. Governing Law. This declaration shall be governed by, construed, and enforced in accordance with the laws of Oregon.

Executed at ___________ on the __ day of April, 2006.

Pamela Weaver

State of Colorado

ss.

County of ___________
This instrument was acknowledged before me on April 6, 2006 by Pamela Weaver.

My Commission Expires
August 29, 2006
GOLDENVIEW SUBDIVISION
A Planned Unit Development
Location in NW 1/4 Section 22, T. 3 S., R. 4 W., WM.,
Peter Smith Donation Land Claim #94, City of Carlton, Yamhill County, OR
Date: April 5, 2006

Notes
1) This subdivision is subject to Declaration of Covenants, Conditions and Restrictions recorded in instrument #300612822.
2) Tract "A" is Common Open Space owned by the Homeowners Association.
3) Tract "B" is Common Open Space owned by the Homeowners Association.
4) Tract "C" is a P.U.E. and access easement for the benefit of and maintained by the Homeowners Association.
5) This Declaration is subject to Rules of GOLDENVIEW ESTATES HOMESTEADERS ASSOCIATION recorded in instrument #300612822.

Yamhill County Approvals

City of Carlton Approvals

SURVEYOR'S CERTIFICATE
I, Matt Dunkel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as GOLDENVIEW SUBDIVISION, a Planned Unit Development, the boundary of which is described as follows:

Beginning the northwest corner of Parcel 2 of Yamhill County Partition Plat No. 95-06; thence North 00°04'24" East 294.78 feet along the west line of that tract of land described in deed from LINDA L. NELSON to RICHARD W. CHANDLER and PAMELA CHANDLER and recorded May 13, 1986 in Film Volume 206 page 226; Yamhill County Deed Records to the north line of the Peter Smith Donation Land Claim; thence North 89°23'14" East 286.12 feet along the north line of said Peter Smith D.L.C. to the northeast corner of said CHANDLER tract; thence South 00°03'56" West 449.45 feet along the east line of said tract to the north margin of Jefferson Street; thence South 09°04'24" West 81.38 feet along said north margin to the southeast corner of the tract of land described in deed from RICHARD W. CHANDLER and PAMELA CHANDLER to EARL G.D. and DELTA J. G.D. and recorded May 21, 1986 in Film Volume 161 page 29C; thence North 00°04'24" East 310.00 feet to the northeast corner of said G.D. tract; thence South 89°28'24" West 95.00 feet to the northwest corner of said tract; thence South 00°09'27" West 10.00 feet along the west line of said tract to the northwest corner of Parcel 2 of Yamhill County Partition Plat No. 95-06; thence South 89°28'24" West 100.00 feet along the north line of said Parcel 2 to the point of beginning.

Matt Dunkel & Assoc.
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OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
200612822

This is a true and exact copy of the original plat of GOLDENVIEW SUBDIVISION, a Planned Unit Development.