DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANDHAVEN SUBDIVISION

RECITALS

McMinville School District (hereinafter referred to as the Developer) desires to establish certain covenants, conditions, and restrictions to impose against Grandhaven Subdivision (hereinafter referred to as the Property) which the Developer is improving in the City of McMinville, County of Yamhill, and State of Oregon.

The Developer hereby certifies that the following covenants, conditions and restrictions shall become and hereby a part of the covenants of lots 1 through 20 inclusive, within the plat for Grandhaven Subdivision, recorded 1998 at of the plat records of Yamhill County, Oregon, and the following covenants, conditions and restrictions shall by reference become part of any conveyance of such lots and shall apply thereto as fully and with the same effects as if set forth therein.

Now, therefore, the Developer hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any rights, title, or interest in any part of the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

1. “City” shall mean and refer to the City of McMinville, Oregon in which the Property is located.
2. “Owner” shall mean and refer to the owner, whether one or more persons or entities, of and Lot within the Property, including contract purchasers, but does not include a person holding only a security interest in a Lot for the performance of an obligation.
3. “Property” shall mean and refer to any and all real property developed as a part of Grandhaven Subdivision, and any and all improvements thereon and additions thereto as may hereafter be brought within the jurisdiction of this Declaration.
4. “Lot” shall mean and refer to any unit of land shown upon any recorded plat map of the property.

AFTER RECORDING
RETURN TO:

DAN KIZEE
WEST TECH ENGINEERING
3841 FAIRVIEW INDUSTRIAL DR SE
Suite 100
Salem, OR 97302
5. "Developer" shall mean and refer to McMinnville School District or its successors and assigns of any and all rights under this Declaration.
6. "Improvements" shall mean and refer to any man-made changes in the natural conditions of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface, such as any building, fence, wall, signs, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, and exterior illumination and shall not be limited to any changes in any exterior shape or any new interior or exterior improvements.

ARTICLE I
Building Restrictions

Section 1. Setback Requirements. The minimum setback requirements for all dwellings in the Property shall be in accordance with the setback requirements of the City or other controlling governmental agency.

Section 2. Dwelling Size. Unless specifically approved by the Developer, the living area (exclusive of porches and garages) for all single family dwellings constructed in the Property shall be not less than 1200 square feet.

Section 3. Building materials. All building materials to be incorporated into and visible as part of the external structure of any building or other structure in the development shall be new materials.

- Roofing Material. All roofing shall be medium or better wood shake/shingle, tile, or 30-year architectural composition materials.
- Siding Material. No T-1-11 or other vertical plywood type siding shall be allowed on any dwelling or any other structure in the Property.

Section 4. Fences. All fences in the subdivision shall not exceed six (6) feet in height. Fences placed along the exterior side yard of lots 1, 5, 14, and 16, must be approved by the City of McMinnville, Oregon Planning Department.

Section 5. Detached Improvements. Any detached structure, such as dog houses, tool sheds, outdoor barbecue structures, or other outdoor furnishings such as swings, hot tubs, or picnic tables shall be maintained in good repair and shall be neatly placed on the property so as not to be an eyesore to the neighborhood. Hot tubs and pools shall be reasonably screened from public view. All detached structures must be compatible in style and scale with other structures on the lot and in the development. Any detached
structures greater than 100 square feet in size or ten feet in height must comply with the setback requirements in Section 1 above.

Section 6. Garages/Carparks. Nothing contained in the Declaration is intended to prohibit the construction of detached garages or carports in lieu of the standard attached garage.

Section 7. Landscaping. All landscaping shall be done within 30 days of the completion of construction of the main dwelling or as soon as possible thereafter if a delay is necessary due to weather conditions. At least one shade tree that is a minimum of two (2) inch caliper and twelve (12) or more feet in height shall be planted in the rear yard of each lot.

Landscaping for the purpose of this section shall mean installing a lawn, either turf or grass seed, planting trees, shrubs and flowers, and other means of beautifying the yard that are not in conflict with other provisions of these covenants, conditions and restrictions for the development.

No hedges planted or placed on any property in the development shall exceed six (6) feet in height.

Vacant lots must be graded and be kept free of trash and debris at all times. No materials or equipment of any kind shall be stored on such lots. The maximum height of grass and any other plant material on a vacant lot shall be four (4) inches.

Section 8. Maintenance. Lot owner(s) shall be responsible for maintaining, painting/staining and generally keeping in good order and repair the exterior of any improvement on any Lot(s) owned. The Owner(s) shall also be responsible for maintaining the landscaping of such Lot(s). Lawns, shrubbery, plantings, trees and other landscaping shall be kept in a neat and proper condition consistent with good horticultural practices.

ARTICLE II
General Provisions

Section 1. Streets and Front Driveway Use. No boats, trailers, recreational vehicles, equipment, campers, firewood, or any other materials or items shall be parked or stored from the front edge of the house forward to, and including the street. No vehicles or
equipment of any kind shall be parked on any portion of the building lot or street while such vehicle is in a state of disrepair or while being repaired. No large commercial vehicles such as logging trucks, dump trucks, oversized vans shall be parked on any lot or street except for the purpose of normal business deliveries or related activities.

Section 2. Storage of Campers, Recreational Vehicles or Other Equipment. Boats, trailers, recreational vehicles, and other equipment or materials as identified in Section 1 above, must be stored in an enclosed garage or storage building or enclosed behind a fence that is constructed in such a manner that the subject items are reasonably obstructed from view. All parking pads for recreational vehicles, boats and equipment must be concrete constructed.

Section 3. Outside Receptors. Radio or television antennae or other outside receptors except small satellite dishes that do not exceed two (2) feet in diameter and two (2) feet in height shall not be permitted in the development. Any allowed satellite dishes that are installed shall not be placed on the property such that it is exposed to the front view of the dwelling or create a nuisance for other residents of the development.

Section 4. Outside Lighting. No high output lighting, including but not limited to mercury vapor and halide lights shall be installed without prior approval of the Developer.

Section 5. Nuisance. No noxious or offensive trade or any other such activity shall be engaged in upon any building lot or within any building in the development. Nor shall anything be done or maintained thereon which may be or may become an annoyance or nuisance to the development.

Section 6. Animals. No animals of any kind shall be kept in the development except household animals which are not bred or kept for any commercial purposes. No unreasonable number of such household pets shall be allowed. No household pets, such as a continually barking dog, shall be allowed to interfere with the quiet enjoyment of the neighbors. No pet shall be allowed to run at large within the development.

Section 7. Trash or Refuse. No garbage or trash will be allowed to accumulate on any property in the development.

Section 8. Mobile Homes, Temporary Structures. No mobile or manufactured homes or temporary structures, except portable toilets and other temporary structures needed during the time of construction of buildings or other allowed structures, shall be allowed in the development.

Section 9. Signs. No signs of any kind shall be displayed to the public view on any lot except for 1 standard size real estate sign advertising the property for sale or rent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner or tenant, or the placement of a professional sign by the developer or builders during the development/ construction.
Section 10. Foundations No slab foundations will be allowed for any duplex or single family residential dwelling.

Section 11. Planting Strip. Each lot owner shall be responsible for maintaining and irrigating the planting strip along the street(s) on all sides of his/her lot.

Section 12. Governmental Rules. All improvements and use of property in the subdivision must comply with all applicable governmental rules, regulations, and laws notwithstanding any and all provisions of the covenants, conditions, and restrictions for Grandhaven Subdivision.

ARTICLE III
Covenants, Conditions, and Restrictions

Section 1. Duration. The covenants, conditions and restrictions contained herein shall run with the land for the benefit of each owner and shall pass with each parcel of the development and shall bind the respective successor(s) in interest of the present owner. These covenants, conditions and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of the recording of these covenants, conditions and restrictions, at which time they shall be deemed automatically renewed unless the majority of the then owners of record of property in the development elect to terminate or modify said covenants, conditions, and restrictions.

Section 2. Remedies for Violations. In the event of a violation or breach of any of the covenants, conditions, and restrictions contained herein, any person claiming by, through, or under the Developer, or any owners, or representative or fiduciary of the owner, have the right to bring an action to compel compliance with the terms hereof including the right to obtain a temporary restraining order, preliminary injunction, and permanent injunction. In addition, any person seeking to enforce the covenants, conditions and restrictions herein may maintain an action for damages. The remedy of an order requiring the removal of any improvements constructed in violation of the terms herein will be available with such removal to be at the expense of the owner of the improvement that is to be removed.

Section 3. Invalidation. The invalidation of any one or more of the covenants, conditions, and restrictions contained herein by any court of competent jurisdiction shall in no way affect any of the other covenants, conditions, and restrictions, which shall remain in full force and effect.
Section 4. Attorney Fees and Court Costs. In case any legal action is instituted to enforce any of the covenants, conditions, and restrictions contained herein, the losing party agrees to pay such sum as the final ruling court of competent jurisdictions adjudges reasonable as attorney fees and court costs for all litigation involved in the action, including all appeal processes,

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 10 day of December 1998.

McMinville School District No 40.
Yamhill County Oregon.
By: __________________________

Its: Director of Business Services

STATE OF OREGON )

County of Yamhill ) ss.

On this 10 day of December 1998, before me duly sworn, did say that he is Director of Business of McMinville School District No 40, the within named declarant and that the instrument was signed in behalf of the District, and acknowledge the instrument to be the free act and deed of the District.

Betty Heckman
Notary Public of Oregon
My Commission Expires: 6-9-02
GRANDHAVEN SUBDIVISION
AN R-2, PD. SUBDIVISION
IN THE S.E. 1/4 W. 1/4 SEC 9, T. 14 S., R. 4 W., M.M.
CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON
PART OF THE J.T. HEMBREE D.L.C. NO. 46

SURVEYOR'S CERTIFICATE:
I, Clarence E. Barker, a Registered Professional Land Surveyor in the State of Oregon, hereby declare and certify that this survey was made and that the lines, boundaries and plat and lot lines exist, and right of ways, in accordance with O.R.S. 92.050, 209.250 and the City of McMinnville Land Division Ordinance, the facts are represented on the attached map, the boundaries of which are described as follows:

Beginning at the Sealed Point of this subdivision which is a 5/8 inch by 30 inch iron rod with a yellow plastic cap marked "Barker PLS 416" set on the North line of Lot 1, Block 2, REDWOOD ADDITION as said subdivisions is platted and recorded in Volume 7, Page 43, Book of Towns Plans for Yamhill County, Oregon which point bears North 85°03'59" East 99.76 feet from a Yamhill County base mark the Southeast corner of the O.W. Burnet Donation Land Claim No. 66 in Section 6, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon;

thence South 85°31'10" West along the North line of said Lot 1, and the westerly extension thereof, a distance of 33.00 feet to a point in the corner of McDonald Lane;

thence North 00°01'32" East along the centerline of said McDonald Lane, a distance of 181.09 feet to an iron rod marking the Northwest corner of that tract of land conveyed to McMinnville School District No. 20 by deed recorded in Instrument No. 2954245, Deed Records.

thence North 85°31'10" West along the East line of said road tract, subdivision, a distance of 1568.27 feet to an iron rod:

thence South 45°07'56" East 56.57 feet to an iron rod on the West line of Newby Street;

thence South 00°01'36" East 310.96 feet to an iron rod marking the Southwest corner of Lot 1, of Tract 2, of said unrecorded subdivision;

thence South 85°31'10" West along the East line of said Lot 2, and the easterly extension thereof, a distance of 402.97 feet to an iron rod marking the Northwest corner of Lot 1 of said Tract 2;

thence South 85°31'10" West along the East line of said Lot 4 and the easterly extension thereof, a distance of 104.25 feet to an iron rod marking the Northeast corner of Lot 3 of said Tract 2;

thence South 85°31'10" West along the North line of said Lot 3 and the westerly extension thereof, a distance of 367.49 feet to the point of beginning and containing 33.01 acres of land, more or less.

I, Clarence E. Barker, further certify and say that the attached map is a true and correct representation of the line and right of ways as established on the ground with appropriate monuments, as identified in the legend or with found monuments, as shown on the attached map, at all corners, the interconnection of points and points of corners, of the centroids of all streets and roads and all points on the exterior boundary lines with charges of ditches.

Clarence E. Barker, PLS No. 416
Barker Surveying Co.
2012 5th Street S.E.
Salem, Oregon 97310

SIGNED: 13-3-99

BARKER SURVEYING CO
2012 5TH STREET S.E.
SALEM, OREGON 97310
PHONE: (503) 394-5860

NARRATIVE:

Registration of monuments under Monument No. 1 and No. 5 as shown in C.S. 10440.
The purpose of this survey was to subdivide that tract of land conveyed to McMinnville School District No. 40 by deed recorded in Instrument No. 19951454 Records for Yamhill County, Oregon as approved by the City of McMinnville Planning Commission.

Equipment used: Topographic Surveying System C.S. 10440.

INTENTION MARKER MONUMENT:
In accordance with O.R.S. 92.070, the interior corners of this subdivision have been so marked and recorded and it's to be recorded in accordance with O.R.S. 92.070, Yamhill County Records.

Yamhill County Surveyor

DECLARATION:

I hereby certify that this is a true and exact copy of the original plat.

Clarence E. Barker, PLS 416

ACKNOWLEDGMENT:

STATE OF OREGON

COUNTY OF YAMHILL

On this 21st day of... 1999, before me, a Notary Public, for the State of Oregon, did personally appear the above named person in the capacity shown in the above Declaration and who is personally known to me to be the identical person described in and who executed the above Declaration freely and voluntarily. Subscribed and sworn to, before me, a Notary Public in and for said State of Oregon.

PETE HICKMAN
Notary Public

PLAY RESTRICTIONS:

Covenants, Conditions and Restrictions affecting this plat are recorded in instrument No. 1998 2/596, Yamhill County Deed and Mortgage Records.

MONUMENT IDENTIFICATION LIST:

1. Found a 5/8 inch iron rod in monument box shown in C.S. 10440.
2. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 2262" in monument box set in plan of Maloney First Addition, Volume 11, Page 82, Book of Towns Plans.
3. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 2267" in monument box set in plan of Maloney First Addition, Volume 11, Page 82, Book of Towns Plans.
4. Found a 5/8 inch iron rod with 1 inch aluminum cap stamped "Driskill PLS 2276" in monument box set in plan of Maloney First Addition, Volume 11, Page 82, Book of Towns Plans.
5. Found a 5/8 inch iron rod in yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440.
7. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440.
9. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440
10. Found a 1/2 inch iron pipe 0.7 feet. Set in C.S. 1941, replaced with monument as per legend of record.
11. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440,
12. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440
13. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440
14. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440
15. Found a 5/8 inch iron rod with yellow plastic cap stamped "Driskill PLS 1942" set in C.S. 10440.