DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO HARRIS HEIGHTS

This Declaration of Restrictions, Conditions and Covenants is applicable to HARRIS HEIGHTS, located in the City of Dundee, Yamhill County, State of Oregon.

WHEREAS, Michael Hanks, herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as HARRIS HEIGHTS.

WHEREAS, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to this ownership of said property.

NOW, THEREFORE, the Declarant does hereby certify and declares that the following restrictions, conditions, and covenants shall become and are hereby made part of all conveyances of lots within the plat of HARRIS HEIGHTS, recorded on 4-20-04, as Recorder's Fee No. 2004111071, of the Plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I
Property Subject to these Covenants

(1) Initial Development

Declarant hereby declares 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 shall constitute HARRIS HEIGHTS.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not less than two (2) cars. Roof types shall be architectural composition or better. Three tab roofing will not be allowed. Siding shall be horizontal, or better. No vinyl or T-111 allowed. Each house must have minimum of 100 square feet of masonry on the street side exterior. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool of for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence(s) as a sale office, model home, or construction office for the purposes of home sales and house construction in HARRIS HEIGHTS.

(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches
and garages, shall not be less than 1500 square feet of living space.

Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provides an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discretions of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) of the total lots.

(3) **Nuisances**

No obnoxious or 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.

(4) **Parking**

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. Restrictions by governmental agencies, if any, will supercede.

(5) **Vehicles in Disrepair**

No owner shall permit any vehicle which is inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(6) **Fences**

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

(7) **Signs**

No signs shall be created on any lot except that not more than one “For Sale” sign placed by owner, the Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Newberg sign ordinances. The Declarant may maintain “For Sale” sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(8) **Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(9) **Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a
nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg ordinances.

(10) **Garbage and Refuse Disposal**

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(11) **Utilities**

All plumbing facilities shall comply with the requirements or the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).

(12) **Completion**

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(13) **Business and Commercial Uses**

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant’s affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in said phases.

(14) **Landscape Completion**

All front yard landscaping must be completed upon completion of home, prior to occupancy of the residence constructed. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(15) **Antennas and Service Facilities**

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof on any structure on any lot so as to be visible from the street or adjoining lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

**ARTICLE III**

**Architectural Approval**

(1) **Procedures**
No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material; harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf.

(2) Action

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.

(3) Approval of Plans by Declarant

No building or structure, including but not limited to swimming pools, private greenhouses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) Nonwaiver

Consent by the Declarant to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

(5) Liability

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

ARTICLE IV
General Provisions

(1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owners of a majority of the platted lots. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) Enforcement

Should any person violate or attempt to violate any of the provisions of the covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at its or their option shall have full power an authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to
recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(3) Expenses and Attorney’s Fees

In the event any person or persons owning any real property embraced within the plat of HARRIS HEIGHTS, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney’s fees at trial and upon any appeal thereof.

(4) Severability

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) Limitation of Liability of Declarant

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 9th day of June, 2004.

By: Michael Hanks

STATE OF OREGON ]
 ] ss
County of Yamhill ]

On this 9th day of June, 2004, before me, Michael Hanks, being to me personally known, who being duly sworn, did say that he is the Representative of Mike Hanks.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My commission expires March 31, 2007
1ST AMENDMENT TO CONDITIONS, COVENANTS, RESTRICTIONS

This 1st Amendment (herein known as “1st AMENDMENT”) to those Conditions, Covenants, and Restrictions (herein known as “CCR’s”) of Harris Heights, recorded on June 9, 2004 in Instrument #2004-11344 of the Deed and Mortgage records of Yamhill County, OR, is made and executed by Michael Hanks who is the majority owner of the real property known as Harris Heights (as Michael Hanks at the present time owns 14 of the 18 lots in the subdivision) which is subject to the said CCR’s as the following Articles of the CCR’s are modified:

Article II Section (4) is modified and replaced in its entirety with the following language:

“Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage; provided, however, that if a truck is the primary vehicle for the occupant of a specific dwelling within the subdivision, then the restrictive provisions of this section do not apply (a “truck” for purposes of this section also includes a truck with a canopy or a camper so long as the truck is the primary vehicle for the occupant). However, any applicable municipal ordinances which are either more restrictive than this section or contrary to the provisions of this section will supersede the provisions of this section.”

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR’s recorded on June 9, 2004 remain in full force and effect and are not modified.

[Signature]
Michael Hanks

1ST AMENDMENT TO CCR’S OF HARRIS HEIGHTS
State of Oregon  

)ss

County of Yamhill  

Personally appeared before me the above-named Michael Hanks who acknowledged execution of the foregoing document to be his voluntary act and deed.

Subscribed and sworn to before me this 30th day of September 2004.

Notary public for Oregon
My commission expires: 3/11/08

1ST AMENDMENT TO CCR'S OF HARRIS HEIGHTS
HARRIS HEIGHTS

BEING A RE-PLAT OF PARCEL 1 OF
PARTITION PLAT 2001-30 AND PARCEL 1
OF PARTITION PLAT 2001-31

ALSO BEING A RE-PLAT OF PARCELS 2
AND 3 OF PARTITION PLAT 2000-51

LOCATED IN THE JACOB SHUCK LLC
$57 IN THE NW 1/4 OF SECTION 25,
T. 3 S., R. 3 W., WM., CITY OF DUNDEE
YAMHILL COUNTY, OREGON

SURVEYED: JANUARY 3, 2004

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT MICHAEL HARRIS is the owner of the lands described in this declaratory certificate and who has been surveyed, and also caused the following description to be surveyed and returns a plat to the proper authorities, to wit:

The hereby described investments and special covenants to the public, the fire lane easements, the waterline, sanitary sewer and storm drain easements and modern use grants to the city of Dundee: We hereby dedicate all streets shown herein to the public for public use forever.

MICHAEL HARRIS, Owner.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF YAMHILL

This instrument was signed by the above-named MICHAEL HARRIS before me personally appeared MICHAEL HARRIS, who is the person described in the surveyor's certificate. Above-named MICHAEL HARRIS, acknowledged said instrument to be his own free act and deed.

HARRY T. MONTGOMERY
Notary Public for the State of Oregon
My Commission Expires March 19, 2006

PLAT NOTES AND RESTRICTIONS:

1. THIS PLAT IS SUBJECT TO THE CONDITONS OF APPROVAL FOR THE CITY OF DUNDEE CPRULE 7.3 (A)(B).

2. EASEMENTS SHOWN ON THE STREET-FRONTAGE OF LOTS AND TRACTS ARE A "PUBLIC EASEMENT" EASEMENT AS WELL AS A "WATERLINE, STREET LIGHT, SANITARY SEWER AND STORM DRAIN EASEMENT TO THE CITY OF DUNDEE.

3. TRACT X IS AN INFRASTRUCTURE TRACT TO BE OWNED AND MAINTAINED BY MICHAEL HARRIS, HIS HEIRS AND ASSIGNS, FOR FUTURE DEVELOPMENT. TRACT X AS SHOWN HEREIN HAS NO ACCESS. ANY DEVELOPMENT TRACT X WILL BE ALLOWED SUBJECT TO THE AGREEMENTS SHOWN HERIN.

4. THE 15 AND 15 FT. WIDE PRIVATE STORM DRAIN GRANDE EASEMENT SHOWN HEREIN ACCESS LOTS 2 THROUGH 6 AND TRACT X IS SHOWN ACCESS TO THE BOUNDARY LINES SHOWN.

5. THE 13.00 FT. PRIVATE STORM DRAIN GRANDE EASEMENT ACROSS LOTS 11 THROUGH 17 IS FOR THE USE OF LOTS 11 THROUGH 17.


PLAT PREPARED BY:

BASIS SURVEYING
313 HILLTOP DRIVE
Newberg, OR 97132
(503) 536-5041

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY THE MAKER OF THE LAND DESCRIPTION, THIS IS THE AFFIDAVIT OF MICHAEL HARRIS, TRUSTEE, OF TRUSTEE'S AFFIDAVIT, WHICH WAS RECORDED IN INSTRUMENT:

YAMHILL COUNTY DEED RECORDS.

OFFICIAL YAMHILL COUNTY RECORDS
JIM COLLINS, CROWN CLERK
2003-1074
05/08/2004 02:03 PM

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY THE MAKER OF THE LAND DESCRIPTION, THIS IS THE AFFIDAVIT OF MICHAEL HARRIS, TRUSTEE, OF TRUSTEE'S AFFIDAVIT, WHICH WAS RECORDED IN INSTRUMENT:

YAMHILL COUNTY DEED RECORDS.

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY THE MAKER OF THE LAND DESCRIPTION, THIS IS THE AFFIDAVIT OF MICHAEL HARRIS, TRUSTEE, OF TRUSTEE'S AFFIDAVIT, WHICH WAS RECORDED IN INSTRUMENT:

YAMHILL COUNTY DEED RECORDS.

CONSENT AFFIDAVIT

AN AFFIDAVIT OF CONSENT TO THE DECLARATION BY THE MAKER OF THE LAND DESCRIPTION, THIS IS THE AFFIDAVIT OF MICHAEL HARRIS, TRUSTEE, OF TRUSTEE'S AFFIDAVIT, WHICH WAS RECORDED IN INSTRUMENT:

YAMHILL COUNTY DEED RECORDS.