DECLARATION OF
PROTECTIVE COVENANTS FOR HART ADDITION

This Declaration of Protective Covenants is applicable to Lots 1 through 15 of the HART ADDITION, McMinnville, Oregon.

WHEREAS, NORTHWEST NEIGHBORHOODS is a general partnership of the following named individuals: TIMOTHY J. EVANS, DANA EVANS, JERRY B. HART, NANCY N. HART, P. ANTHONY HUSERIK, KATHRYN C. HUSERIK, STEVEN A. MAHONEY and CAROL S. MAHONEY.

WHEREAS, NORTHWEST NEIGHBORHOODS, herein referred to as Declarant, is the owner of certain real property located in the City of McMinnville, County of Yamhill, and State of Oregon, known as the HART ADDITION, a duly recorded plat.

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

THEREFORE, the Declarant does hereby certify that the following reservations, conditions, and covenants shall become and are hereby made a part of the conveyances of Lots 1 through 15 inclusive, within the plat of HART ADDITION, recorded July 15, 1988, in Volume 248, of the Plat Records of Yamhill County, Oregon, and the following reservations 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.

1. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
ARTICLE I.

Property Subject to These Covenants

(A) 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. The above property, together with other real property, from time to time annexed thereto and made subject to these covenants shall constitute HART ADDITION.

ARTICLE II.

Residential Covenants

(A) Land Use and Building Type.

No lot shall be used except for single family residence. The lots shall not be partitioned.

(B) Dwelling Size.

All houses will be single family dwellings and shall have a minimum area of 1,600 square feet, except on lots 1, 2, 3, and 4 where the minimum size shall be 1,400 square feet, exclusive of open porches and garages. No dwelling shall be of a height in excess of 35 feet.

(C) Restrictions on Carports.

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

(D) Roofs.

Cedar shake roofs and tile roofs are preferred, any other type of roofing must be approved by the Declarant.

(E) 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.

(F) Off Site Manufactured Homes and Temporary Structures.

No mobile homes, off site manufactured homes, permanent or temporary structures shall be allowed in the

2. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
development, with the exception of a construction type mobile home to be used only during the period of
construction.

(G) **Campers, Motor Homes, Boats, Travel Trailers, and Other Such Vehicles.**

No campers, motor homes, boats, travel trailers or nonuseable vehicles shall be permitted to be left where they shall be visible from the street for a period in excess of 7 days.

(H) **Oversized Vehicles.**

No commercial vehicle weighing more than 5,000 pounds gross weight shall be permitted to be parked in the development for a period exceeding 2 days in a row or for more than 8 days during any 30-day period.

(I) **Antennas.**

No satellite dishes will be permitted in the development. No television, radio aerials or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.

(J) **Sidewalks.**

Sidewalks are required to be installed by lot owners at the lot owners expense by completion of construction of the dwelling. They shall be constructed adjacent to the curb and 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.

(K) **Obnoxious and Offensive Activities.**

No obnoxious or offensive activities shall be carried on upon any lot, nor should anything be done on any lot which may become an annoyance or nuisance to neighbors or to the neighborhood.

(L) **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.

3. **DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION**
(M) Fences and Hedges.

On all lots except lots 1, 2, 3, and 4 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 greatest setback on the lot or the adjoining residential lot or on corner lots on the side abutting the street. All fences shall be well constructed of suitable fencing material and shall not detract from the appearance of the dwelling located upon the lot, detract from the appearance of the dwellings located on the adjacent lots or be offensive to the owners or occupants thereof.

(N) 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 household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

(O) Building Setbacks.

No building shall be located on any lot nearer than 20 feet to the front lot line; nearer than 20 feet to the rear lot line; or nearer than ten feet to the side lot line. On corner lots, the side yard shall be a minimum of 20 feet on the side abutting the street. The setback requirements for Lots 3, 4, 5, 6, 7, 8 and 9 shall measure from the roadway easement located on the westerly boundary of the subdivision.

(P) 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 Declarant, 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.

(Q) Easements.

Lots 1, 2, 3, and 4 are subject to 10-foot utility easement along their southerly boundaries, Lots 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 are subject to a 10-foot utility easement along Crimson Court, Lot 10 is subject to a 10-foot utility easement along its easterly lot line, the entire western boundary of the subdivision is subject to a 25-foot roadway easement as set forth in

4. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
Planting Islands.

Lot owners shall be equally responsible for the maintenance of the planting islands, should they fail to maintain the planting islands, the city shall have the authority to maintain the islands and to charge the lot owners for any costs incurred, such charges shall be a lien against all the lots in the subdivision, with such levy by the city to be made in accordance with city ordinance. The city shall be the sole arbiter of whether proper maintenance is occurring and the city's decision shall be final.

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 endure 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.

(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.

5. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
(E) Amendments.

The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 80 percent of the lot owners. Any amendment must be properly recorded. However, Article II, paragraph (E), may not be amended without the written agreement of the City of McMinnville.

(F) Attorney's Fees.

In the event 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 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.

DATED this 20th day of June, 1988.

NORTHWEST NEIGHBORHOODS, a general partnership by:

[Signatures]

6. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
STATE OF OREGON,  
County of Yamhill.  

On this 20th day of June, 1988, before me appeared TIMOTHY J. EVANS, DANA EVANS, JERRY B. HART, NANCY N. HART, F. ANTHONY HUSERIK, KATHRYN C. HUSERIK, STEVEN A. MAHONEY, and CAROL S. MAHONEY, and each being duly sworn did say that they were partners, and that the listed individuals were all the partners in NORTHWEST NEIGHBORHOODS, an Oregon general partnership, and that they voluntarily executed the above deed on behalf of said partnership and as individuals.

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

[Signature]
Notary Public for Oregon  
My Commission Expires: 5-4-89

[Seal]

[Signature]
COUNTY CLERK  
COUNTY OF OREGON;  
05375

7. DECLARATION OF PROTECTIVE COVENANTS FOR HART ADDITION
HART ADDITION

SURVEYOR’S CERTIFICATE

I, MATT DUNCKEL, a registered professional land surveyor in the state of Oregon, hereby depose and say that during the month of May 1989, I accurately surveyed and platted into lots the land(s) represented on the attached map, the boundary of which is described as follows:

BEGINNING AT A 2" IRON PIPE AT THE NORTHWEST CORNER OF FRIEDRICH ADDITION TO THE CITY OF McMINNVILLE, THENCE SOUTH 00 DEG. 00 MIN. WEST 586.16 FEET ALONG THE WEST LINE OF SAID FRIEDRICH ADDITION TO AN IRON ROD ON THE NORTHERLY MARGIN OF BAKER CREEK ROAD, THENCE NORTH 84 DEG. 17 MIN. 49 SEC. WEST 419.04 FEET ALONG SAID BAKER CREEK ROAD TO A CHEESEBURGER MARKED "1989" AT THE SOUTH CORNER OF THAT TRACT OF LAND CONVEYED TO THOMAS L. DAVIDSON, LOT 6A IN Block 7, 1989 IN Film Volume 213, Page 1289, DEEDS AND MORTGAGE RECORDS; THEREFROM SOUTH 83 DEG. 17 MIN. 49 SEC. EAST ALONG THE SOUTH LINE OF THE THOMAS L. DAVIDSON TRACT 418.39 FEET TO AN IRON PIPE, THENCE SOUTH 00 DEG. 00 MIN. WEST 134.31 FEET TO THE POINT OF BEGINNING.

MATT DUNCKEL
STATE OF OREGON
COUNTY OF YAMHILL

SURVEYED AND SIGNED TO ME BY MATT DUNCKEL THIS 12th DAY OF JULY, 1989.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL THE DAY OF THE YEAR LAST ABOVE WRITTEN.

MATT DUNCKEL
19010 BAKER CREEK RD.
MCMINNVILLE, OR
PHONE: 472-7904

MAINTENANCE OF THE CENTER ISLANDS

The lot owners shall be responsible for the maintenance of the center islands included in the dedicated roadway. Should the lot owners fail to maintain the center islands, the city of McMinnville may deduct the cost of such maintenance from the lot owners’ property taxes due to the city’s lien for the amount of such expenses.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT NORTHWEST NEIGHBORHOODS, AN OREGON GENERAL PARTNERSHIP OF STEVEN A. MAHONEY, CAROL S. MAHONEY, NANCY N. HART, JERRY B. HART, TIMOTHY J. EVANS, DANA EVANS, KATHRYN C. HUSERICK, AND ANTHONY HUSERICK, ARE THE OWNER OF THE LANDS REPRESENTED ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR’S CERTIFICATE, AND CAUSING SAID LANDS TO BE PLATTED INTO LOTS AND EASEMENTS AS SHOWN ON THE ATTACHED MAP AND TO BE DEDICATED AS THE "HART ADDITION" AND DO HEREBY DEDICATE FOR THE PUBLIC USE FOREVER ALL STREETS AND ROADS FOR THE PURPOSES SHOWN.

BY

STEVEN A. MAHONEY
CAROL S. MAHONEY
TIMOTHY J. EVANS
DANA EVANS
NANCY N. HART
JERRY B. HART
KATHRYN C. HUSERICK
ANTHONY HUSERICK

STATE OF OREGON
COUNTY OF YAMHILL

ON THIS 11th day of July, 1986 before me appeared STEVEN A. MAHONEY, CAROL S. MAHONEY, TIMOTHY J. EVANS, DANA EVANS, NANCY N. HART, JERRY B. HART, KATHRYN C. HUSERICK, AND ANTHONY HUSERICK, who did each swear to me that they were partners and that the lessee individuals were all the partners in northwest neighborhoods general partnership and that they voluntarily joined the above dedication on behalf of the said partnership and as individuals.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL THE DAY OF THE YEAR LAST ABOVE WRITTEN.

MATT DUNCKEL
PUBLIC NOTARY

APPROVALS

EILEEN L. SLEVIN
CITY OF McMINNVILLE
SURVEYOR

RICHARD D. WEALE
CITY OF McMINNVILLE
PLANNING COMMISSION
CHAIRMAN

TOL EQUERGADE
YAMHILL COUNTY
COMMISSIONER

YAMHILL COUNTY
COMMISSIONER

YAMHILL COUNTY
COMMISSIONER

DATE
7/13/86
7/13/86
7/15/86
7/15/86

COUNTY TAX COLLECTOR

COUNTY OF YAMHILL
STATE OF OREGON

MARIAH ANNE
ASSESSOR

COUNTY OF YAMHILL
STATE OF OREGON

I HEREBY CERTIFY THAT THIS PLAT WAS DULY RECORDED BY ME IN YAMHILL COUNTY, CABINET SLIDE 34/41, RECORD OF TOWN PLATS ON THIS 15th DAY OF JULY, 1988 AT 10:47 AM.

YAMHILL COUNTY CLERK

SHEET 2 OF 2