Declaration of Restrictions, Conditions and Covenants
Applicable to John's Court Subdivision

Declaration of restrictions, conditions and covenants is applicable to John's Court Subdivision.

Whereas, John L. Schetky and Daphne T. Schetky hereinafter referred to as the declarant, is owner of certain real property located in Yamhill County, in the state of Oregon, known as John's Court Subdivision, a duly recorded plat.

Whereas, the declarant if 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 declare that the following restrictions, conditions and covenants shall become and are hereby made a part of all conveyances of lots within the plat of John's Court Subdivision recorded in Film Volume 3, Page 248, microfilm 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.

Article II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half (2 1/2) stories or 35' in height and an attached or detached private garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse.
STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF USE STRUCTURES IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT. IN NO EVENT SHALL THE LOT COVERAGE EXCEED 30%.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOME BUILDER 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 AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN JOHN'S COURT SUBDIVISION.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF NEWBERG BUILDING AND ZONING CODES.

(2) DWELLING SIZE AND SETBACKS

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING, Nor SHALL THE GROUND FLOOR LEVEL BE LESS THAN 800 SQUARE FEET FOR A TWO-STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 1400 SQUARE FEET. SETBACKS SHALL CONFORM TO CITY OF NEWBERG STANDARDS.

(3) EASEMENTS

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

(4) NUISANCES

NO NOXIOUS 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.

(5) PARKING

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC WAYS ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY 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.
(6) VEHICLES IN DISREPAIR

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN "EXTREME STATE OF DISREPAIR" WHEN ITS PRESENCE OFFENDS THE OCCUPANTS OF THE NEIGHBORHOOD.

(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, "FENCING" SHALL MEAN ANY BARRIER OR WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD OR ON SIDE LOT LINES FORWARD OF THE BUILDING LINE WITH THE GREATEST SETBACK ON THE LOT OR THE ADJOINING RESIDENTIAL LOT. THE MAXIMUM HEIGHT OF A SITE OBSCURING FENCE LOCATED ON THE REMAINDER OF THE LOT SHALL BE SIX (6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCES OF THE DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE OWNERS OR OCCUPANTS THEREOF.

(8) SIGNS

NO SIGNS SHALL BE ERECTED 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 "POLITICAL" SIGNS ON ANY LOT BY THE OWNER OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR DECLARANT, WHICH MUST COMPLY WITH THE CITY OF NEWBERG SIGN ORDINANCES.

THE ENTRANCE SIGN AND BRICK WORK ARE COMMON PROPERTY TO ALL LOTS AND COST OF MAINTENANCE IS TO BE SHARED EQUALLY BY ALL.

(9) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7) CONSECUTIVE DAYS.

(10) LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT EXCEPT A REASONABLE NUMBER OF DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.
(11) **GARbage AND REFUSE DISPOSAL**

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

(12) **Utilities**

All plumbing facilities shall comply with the requirements of the plumbing code of the City of Newberg. No outdoor overhead wire or service drop for the distribution of electric energy or the telecommunication purposes. Nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within John's court subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

Owners of lots three (3), four (4), five (5) and six (6) must agree to maintain the storm sewer along the west edge of John's court subdivision as shown in attachment #1.

(13) **MAINTENANCE**

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.

(14) **BUSINESS AND COMMERCIAL USES**

No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside of the house or garage on any lot, excepting the right of any home-builder and the declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a sales office or model home for the purpose of sales in John's court subdivision.

(15) **LANDSCAPE COMPLETION**

All front yard landscaping must be completed within six (6) months from the date of posting notice of completion or the date of occupancy of the residence constructed thereon, whichever occurs first. In the
EVENT OF UNDUE HARDSHIP DUE TO WEATHER CONDITIONS, THIS PROVISION MAY BE EXTENDED FOR A REASONABLE LENGTH OF TIME.

(16) ANTENNAS AND SERVICE FACILITIES

LARGE EXTERIOR ANTENNAS FOR CB OR HAM RADIO SHALL NOT BE PERMITTED TO BE PLACED ANYWHERE WITHIN THE BOUNDARIES OF JOHNS COURT SUBDIVISION. CLOTHES LINES, ANTENNA SATELLITE DISHES, AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS.

(17) EXTERIOR MATERIALS AND FINISHES

EACH DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM SQUARE FOOTAGE PER ARTICLE II, PARAGRAPH 2, FULLY FINISHED, EXCLUDING NON-HABITABLE APPURTENANCES SUCH AS GARAGES OR ENCLOSED INCHES.

EACH DWELLING SHALL BE CONSTRUCTED USING CONVENTIONAL DOUBLE-WALL WOOD FRAMING.

SIDING MATERIAL SHALL BE NATURAL WOOD MATERIAL, OR HAVE THE APPEARANCE OF NATURAL WOOD, MASONRY BRICK, STONE, STUCCO, OR A COMBINATION OF THESE. MANUFACTURED WOOD SIDING IS ALLOWED, NO T-111 IS ALLOWED AS WALL SIDING.

ALL ROOFING SHALL BE ARCHITECTURAL COMPOSITION, TILE OR WOOD SHAKES. WINDOW FRAMES WILL BE EITHER BRONZE TONE, WHITE ALUMINUM, WOOD OR VINYL. NO MILL GRADE ALUMINUM FRAMES WILL BE PERMITTED.

ARTICLE III

ARCHITECTURAL CONTROL

(1) ARCHITECTURAL CONTROL SHALL BE BY THE DECLARANT. ALL PLANS AND SPECIFICATIONS OF HOUSES TO BE CONSTRUCTED IN JOHNS COURT SUBDIVISION SHALL BE APPROVED IN WRITING BY THE DECLARANT. IN THE EVENT THAT THE DECLARANT FAILS TO APPROVE OR DISAPPROVE THE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THEY HAVE BEEN SUBMITTED, OR IN ANY EVENT, OF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NO TWO LOTS SHALL HAVE IDENTICAL OR NEARLY IDENTICAL ELEVATIONS AS DETERMINED BY THE DECLARANT. TWO SETS OF ARCHITECTURAL PLANS SUBMITTED TO THE DECLARANT SHALL INCLUDE:

(A) FLOOR PLAN(S) INDICATING BUILDING DIMENSIONS AND AREAS.
(B) BUILDING ELEVATIONS INDICATING EXTERIOR
MATERIALS, COLORS, WINDOW SIZES AND LOCATIONS
AND BUILDING HEIGHT OF ALL PROPOSED
BUILDINGS.

(C) PLOT PLAN INDICATING LOCATIONS OF ALL
IMPROVEMENTS INCLUDING BUILDINGS, FENCING,
PATIOS, DRIVES AND WALKS.

WITHIN TEN (10) DAYS OF RECEIPT OF THE PLANS, THE DECLARANT SHALL
RETURN ONE SET OF PLANS AND EITHER:
ISSUE A NOTICE OF COMPLIANCE OR NON-COMPLIANCE; ISSUE
A NOTICE INDICATING CONDITIONAL APPROVAL WITH
CORRECTIONS. PLANS SHALL BE SUBMITTED TO THE
DECLARANT FOR A NOTICE INDICATING APPROVAL.

ANY CHANGES TO THE APPROVED PLANS SHALL BE REVIEWED BY THE DECLARANT.

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 DUTY RECORDING AN 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.

(2) ENFORCEMENT

SHOULD ANY PERSON VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE PROVISIONS
OF THESE 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 AND AUTHORITY TO PROSECUTE ANY
PROCEEDING 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 OR JOHN'S COURT SUBDIVISION INCLUDING THE DECLARANT,
SHALL BRING ANY SUIT OR ACTION TO ENFORCE THESE COVENANTS, THE
PREVAILING PROPERTY 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 THEREAFTER.

(4) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(5) LIMITATION OF LIABILITY OF DECLARANT

NEITHER DECLARANT NOR ANY OFFICER OR DIRECTOR THEREOF, SHALL BE LIABLE TO ANY OWNER ON ACCOUNT OF ANY ACTION OR FAILURE TO ACT 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.


_________________________  ____________________________
John L. Schetky              Daphine T. Schetky

STATE OF OREGON,

County of Yamhill

BE IT REMEMBERED, That on this 22nd day of July 1992, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John L. Schetky and Daphine T. Schetky

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

_________________________
Susan L. Crawford
Notary Public for Oregon.

My Commission expires 9-9-97

008745

STATE OF OREGON

COUNTY OF YAMHILL

Charles Stern

-30-921
JOHN'S COURT SUBDIVISION

A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 3 WEST, OF THE WILLAMETTE MERIDIAN IN THE WILLIAM T. WALLACE DONATION LAND CLAIM NO. 47, CITY OF NEWBERG, YAMHILL COUNTY, OR.

SCALE: 1"=50' 30 MARCH, 1992

NOTE:
There are no water rights appurtenant to this property.
There is no_geologic mark within mile of this property.
Fence around well house (on adjoining property) is:
Excreting into filtered utility area. Lot A and B
mitted until such time as adjoining property sells.

CR No 561/2
HENRY ROAD

RECORDED MAY 30, 1990
AT 1:50 O'Clock
FILM VOLUME 3 PAGE 246

LEGEND

- Set 3/8" x 20" iron rods with yellow plastic cap marked D. COOLEY L.S. 1986
- Found 3/8" iron rods unless otherwise noted
- 3/8" iron pipe with yellow cap marked D. COOLEY L.S. 1986 was set in partition PLAT NO. 1990-40.
- Street & monuments will be set when street paving is complete.
- Basis of bearing is north line of Jeffrey Park.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, JOHN SCHETKY AND DAPHNE SCHETKY, HUSBAND AND WIFE, ARE THE TITLED OWNERS OF THE LANDS SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATED INTO LOTS AND STREETS AND TO BE DEDICATED "JOHN'S COURT" AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS AS SHOWN ON THE ATTACHED MAP.

JOHN SCHETKY
DAPHNE SCHETKY

ANNOUNCEMENT

STATE OF OREGON
COUNTY OF YAMHILL

THIS IS TO CERTIFY THAT ON THIS 30TH DAY OF APRIL, 1992 BEFORE ME, APPEARED JOHN SCHETKY AND DAPHNE SCHETKY, HUSBAND AND WIFE, WHO BEING DULY SWORN DID SAY THAT THEY ARE THE IDENTICAL PERSONS NAMED IN THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS EXECUTED FREELY.

PHILIP A. COOLEY

APPROVALS

APPROVED THIS 30TH DAY OF APRIL, 1992.
NEWBERG CITY RECORDER
APPROVED THIS 30TH DAY OF APRIL, 1992.
COUNTY CLERK
APPROVED THIS 30TH DAY OF APRIL, 1992.
COUNTY COMMISSIONER
APPROVED THIS 30TH DAY OF APRIL, 1992.
COUNTY COMMISSIONER

8744
COUNTY CLERK
COUNTY OF YAMHILL

TAX COLLECTOR