DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF JORDAN ESTATES

INDEX

Section 1. Use and Maintenance of Property
Section 2. Party Walls and Structural
Section 3. Obligation to Rebuild Townhouse
Section 4. General Provisions of the CCR’s

COVENANTS, CONDITIONS and RESTRICTIONS of JORDAN ESTATES, a
Subdivision in the City of McMinnville, County of Yamhill and State of Oregon.

These Covenants, Conditions and Restrictions (hereinafter referred to as CCR’s) are
made this 25 day of July, 2008 by Wildcat Development Company (hereinafter referred
to as Declarant), an Oregon corporation. Wildcat Development Company is the
developer of Jordan Estates, City of McMinnville, Yamhill County, Oregon with its final
plat recorded in Yamhill County, Oregon. On the date of execution of these CCR’s,
Declarant was the owner of each of the platted lots in the subdivision. These CCR’s shall
run with the land and shall run with the land and shall burden each lot in the subdivision
under the following terms and conditions:
Section 1. **USE AND MAINTENANCE OF PROPERTY**

1.1 Each lot owner in the Subdivision shall be responsible for the maintenance and repair of any and all improvements included in the area between their rear and side property lines and the nearest curb(s), including but not limited to fences, brick walls and pillars, sidewalks, landscaping between brick wall and sidewalks, street trees, surface water drainage, private drainage systems that may exist on the property, roofs, gutters and down spouts, painting, staining and glass surfaces. Each owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard or offensive condition of any kind. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. Planting of landscaping materials shall begin within three months and be substantially complete within (9) months after the residence is completed. No owner shall permit the growth of noxious or annoying weeds on his property.

1.2 No boat, motorcycle, motor home, mobile home, pre-manufactured home, camper, trailer, play structure, or recreational vehicle shall be kept in open, public view in the Subdivision. Such items must be stored in a garage or in the side or backyard so long as it is fully screened from public view and not extending beyond the front of the home.

1.3 Easements as shown on the Subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement or the utility therein. The owner of any lot which has an easement shall maintain the easements area at his expense, except for improvement for which a public authority or utility is responsible.

1.4 No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than fourteen (14) days. No animals, livestock or poultry of any kind shall be kept on any Subdivision lot; however dogs, cats and other household pets may be kept if in compliance with local controls and it is the responsibility of each owner not to allow their pet to roam freely through the subdivision. In no case shall animals be kept for any commercial or breeding purposes.

1.5 All refuse shall be kept in sanitary containers and shall not be dumped in the Subdivision. Refuse containers shall be stored in the garage or screened from public view.

1.6 No trailer, van, bus, camper, truck, tent, garage, barn, shack, or storage structure located in the Subdivision shall be used as a residence, either permanently or temporarily.

1.7 No roof mounted antenna of any kind shall be erected on any dwelling or building. No dish style antenna or satellite antenna with a diameter of three (3) feet or more shall be used in the Subdivision.
1.8 No sign of any kind shall be posted on any lot except for one sign with a maximum size of 18 inches by 24 inches advertising the property for sale or rent.

Section 2. **TOWNHOUSE PARTY WALLS AND STRUCTURAL**

2.1 **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on, or immediately adjacent to and parallel with, the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2.2 **Sharing of Repair and Maintenance.** A party wall shall be maintained in good and safe condition. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. **OBLIGATION TO REBUILD TOWNHOUSE**

3.1 **Damage and Destruction Affecting Townhouse Residences: Duty to Rebuild.** If all or any portion of any residence is damaged or destroyed by fire or casualty, it shall be the duty of the Owner of said residence to rebuild, repair, reconstruct said residence to rebuild, repair, reconstruct said residence, in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

3.2 **Time Limitation.** The Owner or Owners of any damaged residence shall be obligated to proceed with all due diligence thereunder and shall commence reconstruction within six (6) months after the damage occurs and complete reconstruction within twelve (12) months after the damage occurs, unless prevented by causes beyond their reasonable control.

Section 4. **GENERAL PROVISIONS OF THE CC&R'S**

4.1 These CCR’s shall run with and burden each of the Subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

4.2 (a) unless extended, revised or repealed, these CCR’s shall expire after thirty (30) years. (b) These CCR’s may be extended by recording, within sixty (60) days of the expiration date, a written instrument, signed by 80% or more of the Subdivision lot owners, which state their intention to extend the CCR’s life. Any extension must be for a minimum of two (2) years and maximum of ten (10) years. The same procedure shall apply for successive extensions.

4.3 Any modification, repeal or amendment to these CCR’s must be executed and recorded by Declarant as long as Declarant holds legal title to any lot in the Subdivision.
4.4 Limitation of Liability of Declarant: Neither Declarant nor any officer, director or employee thereof shall be liable to any owner or on account of any action of 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.

4.5 Enforcement: should any person violate or attempt to violate any provisions of these Covenants, Conditions & Restrictions, the Declarant or any other person or persons owning any lots within Jordan Estates at its or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these Covenants, Conditions & Restrictions, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
Wildcat Development Company

BY:  

Steven J. Reimann, President

STATE OF OREGON   

County of Yamhill

Personally appeared before me this 31 day of July, 2008, Steven J. Reimann who, being duly sworn did say that he is the President of Wildcat Development Company, an Oregon corporation, and that said instrument was signed on behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

[Signature]
Notary Public – State of Oregon
My commission expires: 3/13/10