DECLARATION OF
PROTECTIVE COVENANTS FOR JULIANNE ADDITION

This Declaration of Protective Covenants is applicable to Lots 1 through 15 of Block 1, and Lots 1, 2, and 3 of Block 2, except as specifically excluded pertaining to provisions relating to Lot 2 of Block 1 as hereinafter provided.

WHEREAS, ROBERT M. JOHNSTONE, 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 JULIANNE ADDITION, a duly recorded plat.

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

THEREFORE, the Declarant does hereby certify that the following restrictions, conditions, and covenants shall become and are hereby made a part of the conveyances of Lots 1 through 15 of Block 1, and Lots 1 through 3 of Block 2 inclusive, within the plat of JULIANNE ADDITION, recorded the 6th day of June, 1990, in Volume 3, Page 6, 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.
ARTICLE I

Property Subject to These Covenants and Building Plan Review

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 JULIANNE ADDITION.

B. Review of Plans.

No construction will be permitted nor a building permit obtained without prior approval in writing of the Declarant. Lot owners shall submit to the Declarant the following:

1. Plans. The following plans must be furnished:
   (a) Plot plan;
   (b) Foundation plan;
   (c) General floor plan;
   (d) Plan elevation;
   (e) Roof layout and materials specifications, including peak height above curb;
   (f) Landscape plan, including fence plans, if any, disclosing landscaping of the entire lot; and
   (g) Exterior color swatch(es).

2. Specifications. A description of building materials and supplies to be used in construction equivalent in detail to the Uniform Building Code.

3. Standard of Review. The Declarant shall, before giving its approval, verify that the proposed residence complies with the general characteristics outlined below in ARTICLE II and is, in the judgment of the Declarant, compatible
with other homes in the JULIANNE ADDITION, either existing or proposed. The Declarant shall interpret the improvement and design standards set forth in ARTICLE II and in the event any section or portion is found invalid, the remaining sections shall remain in full force and effect.

4. **Compliance with Governmental Regulations.** Approval by the Declarant shall not excuse compliance with any other governmental rule, ordinance, code or regulation applicable to any lot or other property within JULIANNE ADDITION.

5. **Scope of Review; Declarant Discretion.** The Declarant may withhold approval of plans and specifications because of their noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also because of the dissatisfaction of the Declarant with any or all other matters or things which, in the judgment of the Declarant, would render the proposed structure inharmonious with the general plan of improvement of JULIANNE ADDITION or with the structures erected or proposed to be erected on other lots in JULIANNE ADDITION. The Declarant may place reasonable conditions upon its approval, including, but not limited to, time allowed for completion.

6. **Deadline for Opinion.** The Declarant shall issue its opinion or notify the lot owner of its objections within twenty-one (21) days from the date of a complete submission of all plans and specifications by the lot owner. If the Declarant fails to issue an opinion or notify the lot owner of its objections within the required time, the plans and specifications as submitted shall be deemed to be approved by the Declarant.

7. **Entry for Inspection.** The Declarant may at any reasonable hour or hours, after reasonable notice, enter in and inspect any lot and improvement thereon for the purpose of determining compliance with the approved plans and specifications or compliance with other covenants, conditions and restrictions provided herein, and such member(s) shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. The Declarant may issue a certificate of completion and compliance as to any property so inspected.

8. **Design Review Committee.** Upon the sale of all lots and completion of all improvements thereon, a Design Review Committee (Committee) shall be formed and shall have all powers and authority relating to review of plans as herein provided for and reserved by Declarant. The Committee shall consist of three (3) members who are lot owners in the development

PAGE 3 - DECLARATION OF PROTECTIVE COVENANTS FOR JULIANNE ADDITION
including the Declarant. Committee members, except Declarant or Declarant's designee, shall be elected by a majority vote of lot owners for a two-year term. An election shall be held in the second week in March of each year provided a quorum of a majority of lot owners are present. Declarant may, after the formation of the Committee, designate any person who is also a lot owner to serve as a member of the Committee in lieu of Declarant for such period. Notice of the time and place of the said annual meeting shall be given by first class mail to the lot owner's address as contained in the Yamhill County Tax Assessment Rolls. Decisions of the Committee shall relate to plan review as set forth under ARTICLE I, SECTION B, and approval of submitted plans shall require a majority vote of Committee members.

9. Communications to Declarant and Committee. All communications including plans for review as specified under ARTICLE I, SECTION B, to Declarant and/or the Design Review Committee shall be delivered to the Developer, Robert M. Johnstone, at 1215 N. Adams, McMinnville, Oregon, or such other office as later designated.

**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, except that Lot 2 of Block 1 may be partitioned if in accordance with state and local laws and ordinances to provide an additional lot for single family residence purposes.

B. Dwelling Size.

All houses will be single family dwellings and shall have a minimum area of 1,500 square feet exclusive of open porches and garages, except for dwelling built on Lot 1 of Block 2 if storm drain or other easement lines preclude such minimum square footage requirements in which case the dwelling size shall be as large as otherwise permitted by local building laws. 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 entirely-closed
parking facilities or garage. There is a two car minimum requirement for any such parking facility or garage.

D. Completion of Construction.

All construction on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of the building permit.

E. Roofs.

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

F. Siding.

All buildings shall have siding materials on all sides of every structure or improvement placed on the premises; however, under no circumstances shall plywood, T-111-303, or any other panel-type siding be used.

G. 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.

H. Off-Site Manufactured Homes and Temporary Structures.

No mobile homes, off-site manufactured homes, permanent or temporary structures, shacks or tents shall be allowed in the development, with the exception of a construction type mobile home to be used only during the period of construction.

I. Campers, Motor Homes, Boats, Travel Trailers, and Other Such Vehicles.

No campers, motor homes, boats, travel trailers, utility trailers, or nonoperable vehicles shall be left on any lot or in the development where said vehicle or vehicles are visible from the street or from contiguous property within JULIANNE ADDITION, for a period in excess of fourteen (14) days. Any such vehicle which is to be permanently stored on the premises shall be stored either inside a garage or detached structure or shall be physically obscured from sight from the street or contiguous parcels by means of a screening fence or shrubbery which in no event shall project beyond the front walls of any dwelling or garage.

PAGE 5 - DECLARATION OF PROTECTIVE COVENANTS FOR JULIANNE ADDITION
J. **Oversized Vehicles.**

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

K. **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.

L. **Exterior Colors.** Exterior colors of any dwelling house, garage, shed, outbuilding or other structure which may be approved by the Declarant shall be natural earth colors or other subdued colors as approved by the Declarant.

M. **Sidewalks.**

Sidewalks are required to be installed by lot owners at the lot owner’s 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.

N. **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.

O. **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. In the event a lot owner shall fail to maintain his/her lot, Declarant may have the lot maintained by a maintenance service of Declarant’s choice at the lot owner’s sole expense and lot owner shall be responsible for payment of said expense within 10 days from the date of receipt of an invoice for maintenance services performed.
P. Fences and Hedges.

On all lots, 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 constructed of suitable fencing material approved by the Declarant and in no event shall 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.

Q. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than two dogs, two cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

R. Building Setbacks.

Every dwelling house, or other structure as may be approved by the Declarant, shall comply with all applicable city and county zoning requirements, including setback requirements, but in no event shall any set back from the property line be less than the following:

1. Side yard, ten feet;
2. Front and rear yards, twenty feet;
3. Corner lot: front, rear and street side yards, twenty feet; lot side yards, ten feet.

S. 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.

T. Easements.

1. Easements for installation and maintenance of utilities, sewer, and storm drainage facilities are shown on the recorded JULIANNE ADDITION Plat. Within said easements, no structure, planting or other material shall be
placed or permitted to remain which may damage, interfere with, or change
the direction of flow of drainage facilities located within such easements. The
easement area of each lot and all improvements therein shall be continuously
maintained by the lot owner, except for improvements for maintenance for
which a public authority or utility company is responsible.

2. No dwelling unit or other structure of any kind shall be built, erected or
maintained on any such easement or right-of-way, and such easement or
right-of-way shall at all times be open and accessible to public and quasi-
public utility corporations, their employees and contractors, and shall also be
open and accessible to the Developer, its successors and assigns, all of whom
shall have the right and privilege of doing whatever may be necessary in, on
or under such easements to carry on any other purposes for which the
easements or rights-of-way are reserved.

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 enure 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.
D. Amendments.

The covenants and restrictions of this declaration may be amended or terminated by an instrument signed by not less than 90 percent of the lot owners and their respective mortgagees as their interests appear. Any amendment must be lawful and properly recorded.

E. Attorney's Fees.

In the case 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 be allowed 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.

F. Existing Structures Exempted From Declaration of Protective Covenants.

The house and improvements located on Lot 2 Block 1 which were constructed prior to recordation of these protective covenants shall not be required to comply with the provisions of the protective covenants contained herein, except that if the existing house is replaced any further dwelling erected upon said lot shall be required to comply with these Covenants.

DATED this 4th day of June, 1990.

ROBERT M. JOHNSTONE
Developer

STATE OF OREGON )
County of Yamhill ) ss.

On this 16th day of June, 1990, personally appeared the above-named ROBERT M. JOHNSTONE, Developer, and acknowledged the instrument to be his voluntary act and deed.

Before me:

CO 5214

NOTARY PUBLIC FOR OREGON:
My Commission Expires: 4-21-97

PAGE 9 - DECLARATION OF PROTECTIVE COVENANTS FOR JULIANNE ADDITION
AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS FOR
JULIANNE ADDITION

WHEREAS, the undersigned Declarant/Owner has previously
recorded a Declaration of Protective Covenants for the Plat of
Julianne Addition, in the City of McMinnville, Yamhill County,
Oregon on June 6, 1990 in Film Volume 244, Page 0619, Deed and
Mortgage Records; and

WHEREAS, the Declarant/Owner desires to amend said Declaration
of Protective Covenants as hereinafter provided and to impart
notice of record of such amendment to said Declaration;

NOW, THEREFORE, in consideration of the benefits ensuing to
the premises, the Declarant/Owner hereby amends the said
Declaration of Protective Covenants for Julianne Addition by
modifying "Article II Section B, Dwelling Size" to provide as
follows:

All houses will be single family dwellings and shall have a
minimum area of 1,400 square feet exclusive of open porches
and garages, except for dwelling built on Lot 1 of Block 2 if
storm drain or other easement lines preclude such minimum
square footage requirements, in which case the dwelling size
shall be as large as otherwise permitted by local building
laws. No dwelling shall be of a height in excess of 35 feet.

In all other respects, the said Protective Covenants shall
remain unchanged, in full force and effect.
Declarant:

Robert M. Johnstone

STATE OF OREGON  )  ss
COUNTY OF YAMHILL  )

Personally appeared the above-named Robert M. Johnstone and acknowledged before me the foregoing instrument to be his voluntary act and deed.

Clyde Andersen
Notary Public for Oregon
My Commission expires: 1/21/93

Consent by Lienholder
Mortgage/Beneficiary

First Federal Savings and Loan Association, a corporation

By:  
Title: VICE PRES
Date: 12/15/90

Charles Stern, County Clerk

STATE OF OREGON  )  ss
COUNTY OF YAMHILL  )

I hereby certify that this instrument was received and duly recorded by me in Yamhill County records.

[Signature]