DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR LILLY ESTATES

This declaration, to be effective upon its recording in Yamhill County, Oregon, is made and executed this 28th day of FEBRUARY, 2001, by Richard K. Brown and David D. Nielsen, dba D & D Properties, hereinafter (Declarants). Lilly Estates, a subdivision in the City of Newberg, Yamhill County, Oregon.

Declarants are the owners of certain real property in the City of Newberg, Oregon. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with the provisions of this declaration.

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes. No building other than one, residential dwelling with attached or detached garage shall be erected on any lots. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. Said structure must be approved by the Architectural Control Committee. All homes must be of new stick/site built construction.

2. DWELLING SIZE: No dwelling shall exceed 2 stories above grade in height nor have less than 1100 square feet of living space exclusive of decks, patios and garage.

3. SETBACKS: All structures and parking areas shall be constructed within the setback requirements of the City of Newberg, Oregon.

4. FENCES: All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be forward of the front building line of the house and must be of new wood material. Any variance must be approved by the Architectural Control Committee.

5. ANIMALS: No animals, including poultry, shall be raised or kept on any lot, except dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

6. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered, painted, or repainted on any lot until the construction plans, specifications, colors, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the building setback line unless similarly approved. The Architectural Control Committee is composed of the
declarants. Neither member of the committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative(s), fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Each building must have a minimum of a double car garage. All dwellings must be a minimum double wall construction on all fronts, with cedar bevel siding or the equivalent as approved by the Architectural Control Committee. The Architectural Committee shall remain in effect until all lots are fully developed with finished residential construction. The declarant(s) may appoint the owners of two lots to serve as the Architectural Control Committee prior to all lots becoming fully developed. If no members are available the Architectural Committee shall be suspended.

7. **STREET TREES AND LANDSCAPING:** Each owner or builder shall landscape the front yard within three months of final occupancy permit from the City of Newberg. Each owner or builder shall plant street trees as required by the City of Newberg prior to occupancy of the dwelling or as otherwise arranged with the City of Newberg.

8. **SIDEWALKS:** Sidewalks shall be installed by the builder or owner/builder, as the case may be prior to the occupancy of the dwelling and simultaneous with the installation of the driveway approach, weather permitting. All sidewalk installations shall conform to governing body standards and shall conform to the existing tree planting and sidewalk plan, excepting variations applied for, approved and granted by the building department.

9. **MAINTENANCE:** Each lot owner will maintain in good repair the exterior (including roof), of any structures or improvement on the lot and shall clean and/or repaint the exterior as needed to preserve an attractive appearance.

10. **POLES, ANTENNAS, WIRES, DISHES:** No flagpoles, exterior radio, television antennae or satellite dishes (in excess of 24” diameter) shall be permitted on any lot unless written approval is given by the Architectural Control Committee prior to the installation and must be screened from view as may be practical and not be a nuisance to adjoining neighbors.

11. **PARKING:** No recreational vehicles or boats shall be stored or parked forward of the front building line or in the street right-of-way of each house for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be behind site-obscuring fencing and shall be fenced on all sides.
12. **NUISANCES**: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance or any annoyance to the neighborhood.

13. **TEMPORARY STRUCTURES**: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent other than by the builder during construction.

14. **GARBAGE AND REFUSE DISPOSAL**: No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers, incinerators or other equipment for the storage or disposal of such material, and shall be maintained in a clean and sanitary condition.

15. **ENFORCEMENT**: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages. In any action for enforcement, the prevailing party shall be entitled to its reasonable attorneys fees set by the court or courts at trial and any appeal.

16. **SEVERABILITY**: Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

17. **TERM**: These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 28th day of **February**, 2001.

**D & D PROPERTIES**

Richard K. Brown

David D. Nielsen

Subscribed and sworn to me this 28th of **February**, 2001 by Richard K. Brown and David D. Nielsen.

Notary Public for the State of Oregon
My commission expires: 5-14-04
LILLY ESTATES
A PORTION OF THE ROGERS D.L.C. NO. 55,
SITUATE IN THE S.W. 1/4 OF SECTION 20,
T. 3 S., R. 2 W., W.M.
CITY OF NEWBERG. YAMHILL COUNTY, OREGON
JULY 6, 2000

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT DAD PROPERTIES, A
JOINT VENTURE, IS THE OWNER OF THE LAND REPRESENTED ON
THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE
ACCOMPANYING SURVEYOR'S CERTIFICATE, AND HAS CAUSED THE
SAME TO BE PLATED INTO LOTS AND STREETS AND HEREBY
DEDICATES ALL STREETS TO THE PUBLIC FOR PUBLIC USE AND
HEREBY GRANTS ALL EASEMENTS AS SHOWN ON OR MENTIONED ON SAID
MAP.

DAD PROPERTIES, A JOINT VENTURE

RICHARD K. BROWN, PRINCIPAL

EDDIE V. MILTON, PRINCIPAL

DAVID D. NEELSEN, PRINCIPAL

ACKNOWLEDGMENT

STATE OF OREGON       
COUNTY OF YAMHILL     

THIS CERTIFIES THAT ON THIS 26th DAY OF JUNE, 2001, BEFORE ME
A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY
APPEARED RICHARD K. BROWN, WHO IS A PARTY TO DAD PROPERTIES, A
JOINT VENTURE, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF SAID JOINT VENTURE, AND
HEREBY ACKNOWLEDGED SAID INSTRUMENT TO BE HIS OR HER FREE ACT AND
DEED.

[Signature]

NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES JUNE 26, 2001

ACKNOWLEDGMENT

STATE OF OREGON       
COUNTY OF YAMHILL     

THIS CERTIFIES THAT ON THIS 26th DAY OF JUNE, 2001, BEFORE ME
A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY
APPEARED DAVID D. NEELSEN, WHO IS A PARTY TO DAD PROPERTIES, A
JOINT VENTURE, AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF SAID JOINT VENTURE, AND
HEREBY ACKNOWLEDGED SAID INSTRUMENT TO BE HIS OR HER FREE ACT AND
DEED.

[Signature]

NOTARY PUBLIC FOR THE STATE OF OREGON
MY COMMISSION EXPIRES JUNE 26, 2001

SURVEYOR'S CERTIFICATE:

1. BERNARD R. SMITH, JR., HEREBY CERTIFY THAT I HAVE
    CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS
    THE LAND REPRESENTED ON THE ATTACHED MAP OF "LILLY
    ESTATES," THE BOUNDARIES BEING MORE PARTICULARLY
    DESCRIBED AS FOLLOWS:

    BEGINNING AT THE INITIAL POINT, BEING A FOUND 5/8" IRON
    ROD WITH YELLOW PLASTIC CAP MARKED "WESTCoke
    CONSULTANTS AT THE MOST EASTERNLY NORTHWESTERN CORNER
    OF THAT TRACT CONVEYED TO DAD PROPERTIES, INC. BY DEED
    RECORDED AS INSTRUMENT NO. 2000/183, YAMHILL COUNTY
    DEED RECORDS, THEN ALONG THE EAST LINE OF SAID DAD
    PROPERTIES, INC. TRACT, 399.62'-0" WEST 29.58'-0" TO THE
    MOST EASTERNLY CORNER OF SAID DAD PROPERTIES, INC.
    TRACT, THENCE ALONG A LINE 186.00'-0" NORTHWESTERLY OF AND
    PARALLEL WITH THE CENTERLINE OF SOUTH WINOOSKI STREET,
    323.90'-0" WEST, THEN ALONG A POINT 323.90'-0" WEST 186.08'-0" TO THE
    WESTERNLY RIGHT-OF-WAY LINE OF SAID WINOOSKI STREET, LIVING 20.00'-0" FROM THE CENTERLINE THEREOF
    (WHEN MEASURED AT RIGHT ANGLES); THENCE ALONG SAID
    RIGHT-OF-WAY LINE, 299.62'-0" WEST 29.58'-0" TO THE
    SOUTHWEST CORNER OF THAT TRACT CONVEYED TO SCHNEIDER,
    ET AL., BY DEED RECORDED AS INSTRUMENT NO. 2000/183,
    YAMHILL COUNTY DEED RECORDS; THEN ALONG THE SOUTH
    LINE OF SAID SCHNEIDER TRACT, 388.01'-0" SOUTH 31.32'-0" TO THE
    SOUTHEAST CORNER OF SAID SCHNEIDER TRACT; THENCE
    ALONG THE EAST LINE OF SAID TRACT, 123.75'-0" SOUTHEAST 4.97'-0" TO THE
    SOUTH CORNER OF THAT TRACT CONVEYED TO SAID JOYCE, ET AL., BY DEED RECORDED ON FILE 223, PAGE 0967;
    YAMHILL COUNTY DEED RECORDS; THEN ALONG THE SOUTH
    LINE OF SAID JOYCE TRACT, 329.97'-0" SOUTHEAST 44.44'-0" TO THE
    POINT OF BEGINNING, CONTAINING 77,408 SQUARE FEET, MORE
    OR LESS, BEARINGS AND DISTANCES BASED ON SURVEY NUMBER
    CS-11353 Y-883, YAMHILL COUNTY SURVEY RECORD.

2. I, BERNARD R. SMITH, JR., ALSO CERTIFY THAT THE
    POSTMARKED MONUMENTS OF THE INTERIOR MONUMENTS SHALL BE
    ACCOMPANYING WITHIN THE CALENDAR DAYS FOLLOWING THE
    COMPLETION OF THE SAME, FOLLOWING THE RECORDATION OF THE PLAT, WHICHEVER COMES FIRST, IN
    ACCORDANCE WITH O.R.S. 220.060.

NOTES

1. BOUNDARY DETERMINATION AND BASIS OF BEARINGS PER CS-11353.
2. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF APPROVAL
   IMPOSED BY THE CITY OF NEWBERG PLANNING COMMISSION RESOLUTION
   NO. 99-123.
3. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT SHALL EXIST ALONG ALL
   STREET FRONTAGES.
4. A VARIABLE WIDTH CONSERVATION EASEMENT EXISTS OVER LOTS 9, 11, 12, 13
   AND 14 IN FAVOR OF THE CITY OF NEWBERG. NO TREE REMOVAL OR
   GRAZING SHALL BE ALLOWED UNLESS AUTHORIZED BY THE CITY OF
   NEWBERG PLANNING DEPARTMENT.

SURVEYED FOR:

D & D PROPERTIES, INC.
15001 NW WILLOW TREE
TIGARD, OREGON 97224

SURVEYED BY:
WESTCoke CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224

06-30-02

RENEWAL DATE

1165-02(C)