DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MAPLE LEAF TOWNHOMES PLANNED DEVELOPMENT

A Residential Community

THIS DECLARATION, made February 17, 2004 by Kulson Development, LLC (the developer).

WITNESSETH:

WHEREAS, Kulson Development, LLC, owners of the real property described in this declaration, desire to create an attractive residential community.

WHEREAS, the developer has deemed it desirable for the preservation of the values and amenities in this community to create covenants and restrictions.

Now, therefore, the Developer hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with the Property, their heirs, successors and shall inure to the benefit of each owner thereof.

Definitions

1. “City” shall mean and refer to the City of McMinnville, Oregon in which the Property is located.

2. “Owner” means the record owner, or land sale contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless such mortgagee or holder of the trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

3. “Property” shall mean and refer to any and all real property developed as a part of Maple Leaf Townhomes, and any and all improvements thereon and additions.

4. “Lot” shall mean and refer to any unit of land shown upon any record plat map of the property.

5. “Developer” shall mean and refer to Kulson Development, LLC or its successors and assigns of any and all rights under this Declaration.

6. “Improvements” shall mean and refer to any man-made changes in the natural conditions of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface, such as any building, fence, wall, signs, addition, alteration, screen enclosure, sewer, drain, disposal, road, paving, utilities, grading, landscaping, and exterior
illumination and shall not be limited to any changes in any exterior shape or any new interior or exterior improvements.

ARTICLE I

COVENANT FOR MAINTENANCE

Section 1. The common access easement shown on the plat over lots 3A and 3B benefits lots 3A and 3B, only. The cost of maintenance of this access easement shall be shared equally by the benefited lots, only. Driveway and landscaping in the access area shall be installed and maintained at the expense of the owners of lot 3A and 3B, in an attractive fashion. The purpose of the easement is for ingress and egress only and does not include the right to park vehicles on that portion of the easement over the neighboring property (eg: The owner of lot 3A does not have the right to park vehicles on lot 3B).

Section 2. The common access easement shown on the plat over lots 5A and 5B benefits lots 5A and 5B, only. The cost of maintenance of this access easement shall be shared equally by the benefited lots, only. Driveway and landscaping in the access area shall be installed and maintained at the expense of the owners of lots 5A and 5B, in an attractive fashion. The purpose of the easement is for and ingress and egress only and does not include the right to park vehicles on that portion of the easement over the neighboring property (eg: The owner of lot 5A does not have the right to park vehicles on lot 5B).

ARTICLE II

BUILDING RESTRICTIONS

Section 1. Dwelling Size. The main floor (exclusive of porches and garage) shall be not less than 1,100 square feet for a one-level home. If there are two levels, at least one floor shall be at least 700 square feet (exclusive of porches and garage). The total living area in multi-level home shall be not less than 1300 square feet.

Section 2. Set-back requirements. Except as specified otherwise below, the minimum side yard setback shall be 6 feet. Front and rear yard setback requirements shall be 15 feet except that the minimum set back to a garage facing the street shall be 20 feet. Side yards abutting streets (exterior side yards) shall be a minimum of 15 feet with the exception of Lots 2B and 6A which shall be 7.5 feet. There is no side yard set-back requirement on that side of a dwelling unit where a common wall is located, provided that all other set-back requirements apply to common wall dwelling units.

Section 3. Fences. Any fence constructed, erected, placed or maintained on a lot will be governed by all city ordinances. In addition, plantings or sight obscuring fences on any lot shall not exceed two and one-half (2 1/2) feet in height in front yard, or on the side yard forward of the building line with the greatest set back on the lot or the adjoining residential lot, or on corner lots on the side abutting the street. Other fences shall not exceed six (6) feet in height. All fences
shall be constructed of suitable fencing material and shall not detract from the appearance of the dwelling located on the lot on adjacent lots or be offensive to the owners or occupants thereof. No chain link type fences are allowed. In addition, consent for fences to be constructed on a common wall property line must be obtained from the owner of the other half of the common wall unit. Common wall owners shall not unreasonably withhold consent to fences for the neighboring common wall unit.

Section 4. Roof. Roofs shall be cedar, tile, “Wood-Ruf” type material, or “architectural” type “30-year” composition material. The roof color shall be compatible with the house color.

Section 5. Siding. All siding material shall be brick, stone, cedar or Hardi plank masonite horizontal board-type siding or comparable material on the front of the house. T-111 or comparable material may be used along the sides and rear.

Section 6. Detached improvements. Any detached improvement must be generally compatible in style and scale with other structures on the lot and in the development. Any accessory structures greater than 100 square feet in size must comply with the set backs outlined in Section 2 above.

Section 7. Restrictions on carports. No carport shall be allowed in the development. Parking shall be provided by means of entirely closed parking facilities or garages, capable of holding at least one full sized (or larger) car.

Section 8. Antennas. No satellite dishes greater than 24 inches in diameter 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.

Section 9. Signs. No sign shall be erected on any lot except 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, or builder’s signs during construction.

Section 10. Applicable law. Improvements on the property must also comply with other applicable law and governmental agency requirements.

 ARTICLE III

GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals shall be raised, kept, or permitted on the premises other than dogs, cats, birds, and household animals which are not kept, bred or raised for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.
Section 2. Mobile homes, temporary structures. No mobile home, manufactured home or temporary structure shall be allowed in the development, with the exception of a portable toilet as required during construction.

Section 3. Campers, motor homes, boats, travel or other trailers. These must be stored in a closed garage or other entirely closed parking facility. For a period of three consecutive days or six days in any thirty day period, these vehicles may be left in the driveway, rear yard or the street to permit cleaning, loading or unloading.

Section 4. Commercial or Commercial Type Vehicles. These may not be kept by owners or occupants, persons staying with owners or occupants, or for the benefit of owners or occupants, on public streets abutting any of the property or on any lot (except a closed garage or other entirely closed parking facility) overnight. This applies to such vehicles owned or operated by an owner, a resident of the property or anyone on the property with the permission of or for the benefit of an owner or resident of a lot.

Section 5. Trash or refuse. No garbage or trash will be allowed to accumulate on any property in the development.

Section 6. Non-usable motor vehicles. There shall not be stored, parked or kept upon said lots any motor vehicle which is rusted, wrecked, junked or partially dismantled or inoperative or abandoned condition unless it is completely enclosed within a building.

Section 7. Nuisance. No noxious or offensive activity shall be carried on or upon the single family lots or any part thereof, nor shall anything be done or maintained which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district, including permitting the landscaping on any lot to be come overgrown or permitting any structure on any lot to become unsightly. If an Owner fails to maintain landscaping in an attractive manner or permits any structure on any lot to become unsightly, said owner shall be in violation of these restrictions.

Section 8. Lot Maintenance. During the time that the land remains vacant, the lot must be kept free of debris and must be neat and maintained. Grass or ground cover may not exceed six inches in height. After improvements have been constructed on a lot, the owner of the lot shall maintain the improvements and landscaping in an attractive fashion. All improved lots shall be maintained in an attractive landscaped condition. Until all the lots are sold, Declarant reserves the right, but not the obligation to perform such maintenance if an Owner fails to do so, and further, Declarant may assess charges for such maintenance.

Section 9. Maple Trees. All owners are responsible for the care and maintenance of any and all Maple Trees planted in front and exterior side yards (including right of way and easement areas). Trees may not be removed for any reason unless they are found to be diseased, dying, or dead. Any tree removed must be replaced in the same location with a like species a minimum of 2 inches in diameter within 6 months of said removal.
Section 10. Planting strips. The owners of lots 13A through 15B, inclusive, shall be responsible for maintaining and irrigating the planting strip along Apperson Street. All landscaping shall be kept in a good repair, including the street trees as per Section 9, above.

ARTICLE IV

COMMON WALL MAINTENANCE

Section 1. The cost of reasonable repair and maintenance to each common wall shall be shared equally by the owners whose lots abut the wall, except that damage other than ordinary wear and tear which is caused by the Owners (or persons on the property with permission or for the benefit of the Owners of the Unit) to be paid for by the Owners of the unit causing the damage or with whose permission or for whose benefit the party causing the damage were on the property.

Section 2. Exterior wall and trim colors, as well as gutter and roof color and materials, shall be the same on both sides of the common wall unit and as agreed upon by both parties. If the parties cannot agree upon colors of paint or style or colors of gutter and roofing, color and/or style shall be substantially the same as the existing color or style.

Section 3. Repair and Maintenance. The cost of reasonable repair and maintenance of each common wall shall be shared equally by the owners whose lots abut the wall.

Section 4. Destruction. If a common wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it, and if another owner thereafter makes use of the wall, that other owner shall contribute to the cost of restoration in proportion to the use without prejudice, however, to the right of either owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful act has caused the common wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements. (An owner is also responsible for the actions of persons on the owner’s lot with the owner’s permission or for the benefit of the owner). The right of an owner to contribution from another owner and the obligation of an owner to contribute to another owner shall be appurtenant to the land and shall pass to successors in a title. Any dispute concerning a common wall which the owners are unable to settle shall be first mediated, but if mediation is not successful, shall be arbitrated. Each of the owners shall choose one arbitrator, and the two arbitrators so chosen shall choose a third arbitrator, and the decision of a majority of the arbitrators shall be binding upon both parties.

ARTICLE V

GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for each benefit of each owner, shall pass with each lot and shall bind the respective successors in interest of the present owner. These covenants, easements, and
restrictions shall remain in full force and effect for a period of thirty years from the date of
recording this declaration, at which time they shall automatically renew for successive periods of
ten years unless terminated by majority vote.

Section 2.  Enforcement. Any owner, or the owner of any recorded mortgage or recorded
trust deed on any part of the property shall have the right to enforce by any proceeding at law or
in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now
or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any
covenant or restrictions shall in no event be deemed a waiver of the right to do so thereafter. If
an owner rents the property, the owner remains primarily responsible for obligations under this
agreement whether or not the tenant is also legally responsible.

Section 3. 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.

Section 4. Amendments. The covenants and restrictions of this declaration may be
amended by an instrument signed by not less than ninety percent of the lot owners. Any
amendment must be properly recorded. Easements granted and reserved shall not be amended
except by instrument signed and acknowledged by one hundred percent of the owners of the
property, including the Developer so long as the Developer owns any lots or holds a security
interest in any lot.

Section 5. Attorney fees. In case suit or action is instituted to enforce any of the
provisions this Declaration, the losing party agrees to pay such sum as the trial court may adjudge
reasonable as attorney’s fees to be allowed prevailing party in the suit or action, and if an appeal
is taken from any judgment or decree, the losing party further promises to pay such sum as the
appellate court shall adjudge reasonable as prevailing party’s attorney’s fees on appeal.

Section 6. Commercial Business. No commercial business of any type shall be allowed
to be established in or operated on the property, unless such business shall have gained approval
from appropriate zoning authorities.

SIGNATURES

Raymond J. Kulback

Kirt D. Amundson

Sharon J. Kulback

Christina M. Amundson

STATE OF OREGON    )
) ss.
County of Yamhill    )

PAGE 6 / DECLARATION
Personally appeared Raymond J. Kulback and Sharon J. Kulback and acknowledged said instrument to be their free act and deed.

Before me:

STATE OF OREGON

County of Yamhill

Personally appeared Kirt D. Amundson and Christina M. Amundson and acknowledged said instrument to be their free act and deed.

Before me:
MAPLE LEAF TOWNHOMES SUBDIVISION
PARCEL 1 OF PARTITION PLAT 2003–12
LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 4 WEST,
WILLAMETTE MERIDIAN, CITY OF McMinnville, Yamhill County, Oregon
AND ALSO IN
BLOCK 2 OF THE FAIRLAWN SUBDIVISION
AND
S.F. STAGE D.L.C. NO.55
22 DECEMBER 2003 SHEET 2 OF 2

SURVEYOR’S CERTIFICATE
COUNTY OF YAMHILL | S.S.
STATE OF OREGON

J. JERALD C. SPARKS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HERETOFEE DECLARE AND SAY
THAT DURING THE MONTH OF DECEMBER, 2003 I DID ACCURATELY SURVEY, SUBDIVIDE, AND PLAT INTO LOTS AND STREET
RIGHTS OF WAY, IN ACCORDANCE WITH CHAPTER 82, OREGON REVISED STATUTES, 1969 EDITION AND APPLICABLE CITIES
OF McMinnville Land Division Ordinances, the land represented on the attached map, the boundary of which is
DESCRIPTED AS FOLLOWS:

1. SOUTH 90 DEGREES 00 MINUTES 00 SECONDS FROM THE SOUTHWEST CORNER OF PARCEL 1, OF
PARTITION PLAT 2003–12, THENCE NORTH 89 DEGREES 35 MINUTES 35 SECONDS WEST, 304.72 FEET ALONG THE
NORTH RIGHT OF WAY LINE OF APPIE STREET, TO A 25.00 FOOT RIGHT OF WAY TO A 5.00 INCH IRON ROD. SAID ROD
MARKS THE SOUTHWEST CORNER OF SAID PARCEL 1. THENCE LEAVING THE NORTH RIGHT OF WAY OF APPIE STREET, NORTH 09 DEGREES 24
MINUTES 30 SECONDS, 409.00 FEET, ALONG THE WEST LINE OF SAID PARCEL 1 TO A 25.00 INCH IRON ROD. SAID ROD
MARKS THE NORTHWEST CORNER OF SAID PARCEL 1. THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 229.53 FEET ALONG THE
NORTH LINE OF SAID PARCEL 1 TO A 1-1/2 INCH IRON PIPE, SAID PIPE MARKS THE MOST NORTHERLY EAST CORNER OF SAID PARCEL 1. THENCE
FOLLOWING THE EAST LINE OF SAID PARCEL 1, ALONG THE FOLLOWING COURSES AND DISTANCES: NORTH 89 DEGREES 00 MINUTES
00 SECONDS, 385.11 FEET TO A 5.00 INCH IRON ROD. SAID ROD MARKS THE SOUTHWEST CORNER OF SAID PARCEL 1. THENCE
LEAVING THE SOUTH RIGHT OF WAY OF APPIE STREET, SOUTH 09 DEGREES 24 MINUTES 30 SECONDS, 229.53 FEET TO A 5.00
INCH IRON ROD. THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST, 151.55 FEET TO A 25.00 INCH IRON ROD. THENCE SOUTH
09 DEGREES 24 MINUTES 30 SECONDS, 385.11 FEET TO A 5.00 INCH IRON ROD. SAID ROD MARKS THE WEST RIGHT OF WAY LINE OF
GOULCHER STREET, TO A 25.00 INCH IRON ROD. SAID ROD MARKS THE SOUTHWEST CORNER OF SAID PARCEL 1. THENCE NORTH
89 DEGREES 00 MINUTES 00 SECONDS WEST, 229.53 FEET ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE
MANUFACTURED HOME SITE, BUILDING NO. 1, AT 2-1/2 INCH TAPPED water meter box, SAID METER BOX MARKS THE SOUTHWEST CORNER
OF SAID PARCEL 1.

2. THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED SURVEYOR’S CERTIFICATE AND HAVE CAUSED SAID LAND TO
BE PLATTED INTO LOTS AND STREET RIGHTS OF WAY, IN ACCORDANCE WITH CHAPTER 82, OREGON REVISED STATUTES, 1969 EDITION, INTO LOTS,
STREET RIGHTS OF WAY AND EASEMENTS AS SHOWN ON THE ATTACHED MAP AND TO BE DESCRIBED AS "MAPLE
LEAF TOWNHOMES SUBDIVISION AND DO HEREBY DEED TO THE PUBLIC USE FOREVER ALL STREET RIGHTS OF WAY AND ALL
EASEMENTS FOR THE PURPOSES SHOWN AND NOTED ON THIS SUBDIVISION PLAN.

JERALD C. SPARKS, P.L.S.
2008 WEST HILLS ROAD
PHILOMITH, OREGON 97370
(541) 929-3350

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS THAT RAYMOND J. KULBACK, SHARON J. KULBACK, KIRT D. AMUNDSON,
CHRISTINA M. AMUNDSON, AND RANDALL S. HARTZELL, VICE PRESIDENT OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF McMinnville, OR, AS GOVERNOR OF THE CORPORATION, WITH RESPECT TO THE CORDS BELOW DATED 20 NOVEMBER
2003 AND ISSUES THE SUBDIVISION PLAN HEREBY DEED, ATTRACTED MAP AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED
SURVEYOR’S CERTIFICATE AND HAVE CAUSED SAID LAND TO BE PLATTED INTO LOTS AND STREET RIGHTS OF WAY, IN

NOTES

1. THIS SUBDIVISION PLAN IS SUBJECT TO DEEDS, CONDITIONS, AND RESTRICTIONS AS RECORDED IN INSTRUMENT
NUMBER 2003011495, YAMHILL COUNTY RECORDS.

2. PURSUANT TO THE CITY OF McMinnville ORDINANCE NO. 4282, AS AMENDED, PARKS FEES FOR EACH LOT SHALL BE
PAID FOR EACH HOUSE UNIT AT THE TIME OF BUILDING PERMIT APPLICATION.

3. THIS SUBDIVISION PLAN IS SUBJECT TO THE PROVISIONS OF THE CITY OF McMinnville PLANNED DEVELOPMENT ORDINANCE NO. 4701.

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RECORDING

OFFICER, YAMHILL COUNTY REGISTRY
JIM CICLOMIN, COUNTY CLERK
2003031497

PAYMENT OF $5.00 REQUIRED

REGISTRATION

AMENDED 03/31/02
RENEWAL JUNE 30, 2004

JERRY SPARKS
2008 WEST HILLS ROAD
PHILOMITH, OREGON 97370
(541) 929-3350

NARRATIVE

THE PURPOSE OF THIS SURVEY/SUBDIVISION IS TO SUBDIVIDE PARCEL 1 OF PARTITION PLAT 2003–12 INTO LOTS, STREET
RIGHTS OF WAY, AND PROVIDE THE NEEDED EASEMENTS FOR PUBLIC UTILITIES.

APPROVALS

PLANNED DEVELOPMENT COMMISSION, CHAIRPERSON

YAMHILL COUNTY COMMISSIONER

YAMHILL COUNTY COMMISSIONER

YAMHILL COUNTY ASSESSOR

ATTEST: YAMHILL COUNTY CLERK

Pursuant to O.R.S. 220.53, taxes have been paid or bond posted to date:

ACKNOWLEDGMENT

COUNTY OF YAMHILL | S.S.
STATE OF OREGON


(SIGNATURE)

NOTARY PUBLIC – STATE OF OREGON

MY COMMISSION EXPIRES: 2-10-06

RENEWAL JUNE 30, 2004

JERRY SPARKS