DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO THE MEADOWS SUBDIVISION PHASE IV

This Declaration of Restrictions, Conditions and Covenants is applicable to THE MEADOWS SUBDIVISION, PHASE IV, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, FAR WEST DEVELOPMENT, INC., an Oregon Corporation, hereinafter referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as THE MEADOWS SUBDIVISION, PHASE IV, a duly recorded plat:

WHEREAS, the Declarant is 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 declares that the following restrictions, conditions, and covenants shall become effective as of April 17, 1997, as Recorder’s Fee No. 199706080 of the Plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall be a part of any conveyances of lots within the plat of THE MEADOWS SUBDIVISION, PHASE IV, recorded on 4-17-97, 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 shall constitute THE MEADOWS SUBDIVISION, PHASE IV.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 1/2) stories in height and a 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 a shelter or port for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided herein at subparagraph five (5).
The provisions of this section shall not be deemed to prohibit the right of any homebuilder 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(s) as a sale office, model home, or construction office for the purposes of home sales and house construction in THE MEADOWS SUBDIVISION, PHASE IV.

(2) **Dwelling Size**

Except as hereinafter provided, the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1450 square feet for one-story dwelling, nor shall the ground floor level be less than 700 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1600 square feet.

Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provide an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discretion of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (½) of the total lots in THE MEADOWS SUBDIVISION, PHASE IV.

(3) **Easements**

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five (5) feet, and the side five (5) feet, and the front five (5) feet of each lot. Within these easements, no permanent structure, planting, fencing, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner or the Lot except for those improvements for which a public authority or utility company is responsible.

(4) **Nuisances**

No obnoxious 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, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an 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 in inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(7) **Fences**

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant. There shall be no obligation on the part of the developer to maintain the fence and shrubbery along College Avenue.

(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 the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Newberg sign ordinances. The Declarant may maintain “For Sale” sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(9) **Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(10) **Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg ordinances.
(11) Garbage and Refuse Disposal

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

(12) Utilities

All plumbing facilities shall comply with the requirements or the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within THE MEADOWS SUBDIVISION, PHASE IV. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided.

(13) Completion

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start of construction. 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.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(14) Business and Commercial Uses

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant’s affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in THE MEADOWS SUBDIVISION, PHASE IV.
(15) **Landscape Completion**

All front yard landscaping must be completed within six (6) months from the date of the first occupancy of the residence constructed thereon. The Declarant, at his sole option and discretion, may require the contractor or builder of any residence on any lot to complete the front yard landscaping as part of their construction of the home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(16) **Antennas and Service Facilities**

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof of any structure on any lot so as to be visible from the street or adjoining lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

(17) **Exterior Materials and Finishes**

Each dwelling shall be constructed with a minimum square footage per Article II, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches. Each dwelling shall be constructed using siding other than “T1-11 or equivalent” on those walls facing streets. Side walls and rear walls may be single wall construction where they do not face a street. Roofing material shall be either cedar shingle or shake, concrete or clay tile or asphalt composition. If asphalt composition shingles are used they must be a “dimensional type” shingle. Windows will be either bronze tone, white or colored vinyl, aluminum, or wood; no mill grade aluminum will be permitted. Declarant shall approve all plans and specifications including materials, colors, and finishes prior to start of construction.

Exterior colors for each dwelling constructed will be solid or semi-transparent stain or paint. Trim colors may be solid stain or paint in complimentary color tones. Written approval is required from the Declarant prior to applying exterior colors. Any re-painting of homes shall be done in accordance with the requirements of the original painting.

Each dwelling shall also comply with the design review standards as required by the City of Newberg and each plan shall be reviewed and approved by same prior to the issuance of a building permit.

The location, color, size, design, lettering, and other particulars of mail or paper delivery boxes shall be subject to the approval of the Declarant and the City of Newberg and the US Postmaster.
(18) **Entrance Walls and Fencing**

The Architectural Approval Committee, established herein, shall, at the request of any owner of any lot in THE MEADOWS SUBDIVISION, PHASE IV, or at the request of the Building Department of the City of Newberg or its successor authority, review the condition of the fence and/or landscaping and assess any need for maintenance or repairs. In the event that the Committee deems necessary any maintenance or repairs they shall have the authority to authorize such work to be done. This shall include but not be limited to the ongoing utilities providing water and lighting for the landscaping and entry. The costs of any such repairs or maintenance authorized by the Committee are to be allocated and borne equally by the owner of each lot in all Phases of The Meadows Subdivision according to the rules and procedures established by the lot owners that comprise the Committee.

**ARTICLE III**

**Architectural Approvals**

(1) **Procedures**

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material; harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf. When the Declarant has disposed of all their lots, or at any earlier date chosen by the Declarant, they shall select three (3) lot owners to act as the Architectural Control Committee. Thereafter, the Committee may adopt its own rules relating to term of office, filling vacancies, elections, and procedures.

In the event the Declarant fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin 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.

(2) **Action**

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.
(3) **Approval of Plans by Declarant**

No building or structure, including but not limited to swimming pools, private green houses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) **Nonwaiver**

Consent by the Declarant to any matter proposed to it and within its jurisdiction under these covenants shall not be deeded to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

(5) **Liability**

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

**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 duly recording 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. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.
(2) **Enforcement**

Should any person violate or attempt to violate any of the provisions of the 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 proceedings 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 of THE MEADOWS SUBDIVISION, PHASE IV, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party 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 thereof.

(4) **Severability**

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) **Limitation of Liability of Declarant**

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or 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.
IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 23rd day of April, 1997.

FAR WEST DEVELOPMENT, INC.

By: Marc E. Willcuts, President
Far West Development, Inc., an Oregon Corporation

STATE OF OREGON

) ss.
County of Yamhill

On this 23rd day of April, 1997, before me appeared Marc E. Willcuts being to me personally known, who being duly sworn, did say that he is the Representative of Far West Development, Inc., an Oregon Corporation, and that the seal affixed to said instrument is the Corporate seal of said Corporation and that the instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Director, and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Seal]

Janet L. Wender
Notary Public for Oregon

My commission expires: 5/6/97
THE MEADOWS, NO. 4
A SUBDIVISION IN THE JAMES MORRIS DONATION LAND CLAIM NO. 48
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SEPTEMBER 26, 1986
SCALE: 1" = 50'

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THAT TRACT OF LAND
DESCRIBED AS PARCEL 2, FILM VOLUME 106 AT PAGE 97, YAMHILL COUNTY
RECORDS.

THE BOUNDARY OF THIS TRACT WAS DETERMINED BY CS P-1986.

THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST LINE OF "THE
MEADOWS, NO.3" AS DETERMINED BY HOLDING THE FOUND MonUMENTS AS
SHOWN HEREIN. THE BEARINGS WERE TAKEN FROM SAD PLAT OF "THE
MEADOWS, NO.3".

SURVEYOR'S CERTIFICATE

ROGER J. CAMPBELL, A REGISTERED LAND SURVEYOR IN THE STATE OF
OREGON, DO HEREBY SWORN THAT I HAVE CORRECTLY SURVEYED AND MARKED
WITH LEGIBLE MONUMENTS THE LAND REFERENCED ON THE ATTACHED MAPS OF
"THE MEADOWS, NO.4" AND AS THE INITIAL POINT I SET A 5/8 INCH
IRON ROD ON THE WEST LIMIT OF "THE MEADOWS, NO.3". SAD POINT
BEARING SOUTH 00 DEG 37'M 32" E 160.00 FEET TO THE SOUTHWEST CORNER OF "THE
MEADOWS, NO.3", THEREWITH THE WEST LIMIT OF "THE
MEADOWS, NO.3"; AND CONTINUING WEST LINES OF "THE
MEADOWS, NO.3" AND INTERSECT WITH THE WEST LIMITS OF "THE
MEADOWS, NO.3" AND "BANGALAY FARMS" SOUTH 09 DEG 00'M 13" E 60.00
FOOT TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN
DOCUMENT NO. 19860725, THEREWITH SAD NORTH LINES OF SAD TRACT
DESCRIBED IN DOCUMENT NO. 19860725; NORTHEAST 89 DEG 34'M 23" E 38.32
FEET TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND
DESCRIBED IN FILM VOLUME 100 AT PAGE 860; THEREWITH THE EAST
LINES OF SAD TRACT DESCRIBED IN FILM VOLUME 100 AT PAGE 860 AND
CONTINUING WITH THE EAST LINES OF PARCEL PLAT 1992-02
NORTH 00 DEG 37'M 32" E 60.00 FEET TO A POINT ON THE SOUTH LINES OF
THAT TRACT OF LAND DESCRIBED IN DOCUMENT NO. 19860725; THEREWITH SAD LINES OF SAD TRACT DESCRIBED IN DOCUMENT NO.
19860725; SOUTH 09 DEG 00'M 13" E 38.32 FEET TO THE INITIAL
POINT CONTAINING 5.3500 Acres of Land.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS, THAT MARC WILLCUTS AND DOUG
PETERSEN, OWNERS OF THE LAND DESCRIBED HEREBY, DO HEREBY MAKE,
ESTABLISH AND DECLARE THE ANEXED MAP OF "THE MEADOWS, NO. 4" AS
SPECIFICALLY DESCRIBED IN THE ATTACHED SURVEYORS CERTIFICATE, A
TRUE MAP AND PLAT THEREOF, ALL LOTS AND STREETS BEING OF THE
DIMENSIONS SHOWN HEREBY. MARC WILLCUTS AND DOUG PETERSEN HEREBY
DEDICATE TO THE PUBLIC FOREVER THE STREETS AND PUBLIC EASEMENTS
AND CREATE THE PRIVATE EASEMENTS AS SHOWN HEREON.

MARC WILLCUTS

DOUG PETERSEN

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

KNOW ALL MEN BY THESE PRESENTS, ON THIS 30TH DAY OF NOVEMBER, 1996
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY,
PERSONALLY APPEARED MARC WILLCUTS AND DOUG PETERSEN, WHO BEING
DULY SWORN, SAID THAT THEY ARE THE PERSONS NAMED IN THE
INSTRUMENT, AND THAT THEY EXECUTED SAID INSTRUMENT FREELY AND
VOLUNTARY.

Peter C. Quay

CONSENT AFFIDAVIT

A SUBDIVISION PLAT CONSENT AFFIDAVIT FROM J.Z., INC.
PERSONAL PLAN, OCEAN PACIFIC NORTHWEST FUNDING, INC.,
A TRUST DEED BENEFICIARY HAS BEEN RECORDED IN
FILM VOLUME 409, YAMHILL COUNTY
RECORDS. INST # 199706280

YAMHILL COUNTY SODIETY CONTROL
MONUMENT "BOLWICK" (STA NO. 197)
8/9 INCH IRON ROD IN MONUMENT BOX AT
THE INTERSECTION OF LAFAYETTE & A
CAMELIA DR., E 31 DEG 37'M 32" E
327 FT FROM THE INITIAL POINT OF
THIS SUBDIVISION.

A TEN FOOT PUBLIC UTILITY EASEMENT IS HEREBY GRANTED ALONG THE FRONTAGE
OF ALL LOTS ABUTTING PUBLIC STREETS.

PLATBOOK 4 PAGE 409

SURVEYED BY:
RANIS DAY SURVEYS
16505 NW SHELTERED NOOK RD.
PORTLAND, OREGON 97231
P (503) 621-3504

APPROVALS

APPROVED THIS 24TH DAY OF OCTOBER, 1996

J. BOUDREAUX
CITY OF NEWBERG SUPERINTENDENT OF PLATS

APPROVED THIS 24TH DAY OF OCTOBER, 1996

J. BOUDREAUX
CITY OF NEWBERG SUPERINTENDENT OF PLATS

APPROVED THIS 24TH DAY OF OCTOBER, 1996

LINDA D. SIMPSON
YAMHILL COUNTY ASSESSOR

APPROVED THIS 24TH DAY OF OCTOBER, 1996

YAMHILL COUNTY COMMISSIONER

APPROVED THIS 24TH DAY OF OCTOBER, 1996

R. COURTESY
YAMHILL COUNTY COMMISSIONER

APPROVED THIS 24TH DAY OF OCTOBER, 1996

THOMAS C. BOS
YAMHILL COUNTY COMMISSIONER

STATE OF OREGON
COUNTY OF YAMHILL

RECORD IN YAMHILL COUNTY, OREGON.
DANIEL DUNN, COUNTY CLERK
EXPIRES 12/31/97

199706280 1:39p 12/17/97
34 4,444,208 00 16 043,228
2 1,000 00 0.00 0.00 0.00 0.00
BY: YAMHILL COUNTY CLERK / RECORDER
PURSUANT TO G.R.S. 92-083. TAXES HAVE
BEEN PAID OR BEEN POSTED TO THE DATE
OF THIS SUBDIVISION.
R. COURTESY 4-17-97
YAMHILL COUNTY SODIETY

SHEET 2 OF 2