DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO Millpark 1st Addition

This Declaration of Restrictions, Conditions and Covenants is applicable to **Millpark 1st Addition**, located in the City of McMinnville, Yamhill County, State of Oregon.

WHERE as, MILLPARK, LLC, herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as **Millpark 1st Addition**

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 certifies and declares that the following restrictions, conditions, and covenants shall become and are hereby made part of all conveyances of lots within the plat of **Millpark 1st Addition** recorded on **July 5, 2013** as Recorder's Fee No. **201310280** of the plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as final and with the same effect as if set forth at large therein.

**ARTICLE I**

Property Subject to these Covenants

(I) **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 **Millpark 1st Addition**

**ARTICLE II**

Residential Covenants

(I) **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. Roof types shall be architectural composition or better. Three tab roofing will not be allowed. Siding shall be horizontal, or better. No vinyl ll allowed. 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 of for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure 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 Millpark 1st Addition

(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet of living space.

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 provides an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discreions of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) of the total lots.

(3) 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.

(4) 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. Restrictions by governmental agencies, if any, will supersede.

(5) **Vehicles in Disrepair**

No owner shall permit any vehicle which is 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.

(6) **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.

(7) **Signs**

No signs shall be created 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.

(8) **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.

(9) **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.

(10) 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.

(11) 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 said phases. 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. (Small satellite dishes are allowed).

(12) 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.

(13) 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 said phases.

(14) Landscape Completion

All front yard landscaping must be completed upon completion of home, prior to occupancy of the residence constructed. 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.

(15) 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 on 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.

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 an 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 Millpark 1st Addition, 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 4th day of July, 2013

MILLPARK, LLC
By:

Michael Hanks, Member

State of Oregon  
County of Yamhill  
On this 4th day of July, 2013 before me personally known, who being duly sworn, did say that he is the Managing Member of MILLPARK, LLC

In TESTIMONY WHEREOF, I have hereunto set my Hand and affixed my official seal the day and year last Above written.

Julie A. Boothby
Notary Public of Oregon
My commission expires April 5, 2015

OFFICIAL SEAL
JULIE A. BOOTHBY
NOTARY PUBLIC-OREGON
COMMISSION NO. 457392
MY COMMISSION EXPIRES APRIL 05, 2015
TRD Plant Assets available: No

Order Status:
Error : (-603) Starter not selected. Please process manually.

No starters identified.

NONE OF THE FOLLOWING NAME(S) APPEAR ON THE U.S. DEPT. OF THE TREASURY LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS.

For reference, please consult:
https://firstam.net/facentral/reference/underwriting/NB-display.cfm?caseID=51

Or, visit the US Dept of Treasury webpage:
https://www.treas.gov/offices/enforcement/ofac/sdn/index.html

** MILLPARK LLC

NO MATCH **

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