DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR NATALIE PARK, PHASE II
TO INCLUDE LOTS: 23 THRU 39

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes. No building other than one, single-family dwelling with attached or detached garage shall be erected on any lot. 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. The location may be required to be in an enclosed fenced area by the Architectural Control Committee while said committee is in effect. All homes must be of new stick/site built construction.

2. 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.

3. 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.

4. 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 any two of the declarants. Neither members 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 the disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, 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 of a double wall construction (fronts only on all street-sides in the cases of corner lot location), with cedar, bevel siding or the equivalent. All dwellings must have Architect Composition type roofing material, or other material approved by the Architectural Control Committee.

The Architectural Control Committee shall remain in effect until all lots are fully developed with finished residential construction. Thereafter, the declarant shall appoint two members at large from the deed owners. If none are available, the Architectural Control Committee shall be suspended.

5. STREET TREES AND LANDSCAPING: Each builder shall landscape the front yard and plant street trees as required by the governing body having jurisdiction within 9 months of the building permit issuance date. Builder shall follow the proposed tree planting guide for Natalie Park, Phase II, unless granted a variance by the City of Newberg.

6. SIDEWALKS: Sidewalks shall be installed by the builder or owner/builder, as the case may be, prior to the occupancy of the home 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 plat, excepting variations applied for, approved and granted by the building department or governmental agency issuing permits.
7. **ANTENNAS:** All outside television and radio aerials and antennas are absolutely prohibited, unless written approval is given by the Architectural control Committee prior to installation.

8. **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.

9. **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.

10. **TEMPORARY STRUCTURES:** No structures 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.

11. **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.

12. **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.

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

14. **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 4th day of October, 1997.

[Signatures]

David D. Nielsen
Richard K. Brown

Subscribed and sworn to me this 4th of October, 1997 by David D. Nielsen and Richard K. Brown.

[Seal]

Christina M. Marsh
Notary Public for the State of Oregon
My commission expires: 9/1/1998