DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTH PARK ADDITION FOUR

THIS DECLARATION, is made the 2d day of July, 2004 by JIM ANDERSON CONTRACTING, INC., an Oregon corporation (the "Developer"), and supercedes all prior covenants insofar as they relate to the real property described on the attached Exhibit A.

RECITALS:

A. Jim Anderson Contracting, Inc., an Oregon corporation, owner of the real property described in this Declaration, desires to create a residential subdivision with common facilities for the benefit of the entire subdivision (North Park Addition Four).

B. The Developer has deemed it desirable for preservation of values and amenities in this community to place upon the property certain covenants, conditions and restrictions as herein set forth.

ARTICLE 1. DEFINITIONS

The following definitions apply to this Declaration:

Section 1. "Building" means any structure now existing or later to be built on property.

Section 2. "Common Expenses" means the cost of administration, maintenance, repair or replacement of the private street known as "Anderson Lane," expenses agreed upon as common by the owners, and expenses declared common by this Declaration.

Section 3. "Declaration" means this Declaration, including the covenants, conditions and restrictions, plus any subsequent amendments and supplements.

Section 4. "Lot" means a parcel of land designated as a lot in the recorded plat, including any improvements.

Section 5. "Owner" means the record owner, or land sale contract purchaser, whether one or more persons or entities, of 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 mortgagor or holder of the trust deed has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Private Commons" means property jointly owned by all owners in undivided interests, and shall specifically include those rights created by the recorded plat and otherwise in connection with the private road known as "Anderson Lane." Said road shall be maintained for the common benefit and enjoyment of all owners.
Section 7. "Properties" or "Property" means the land(s), whether leasehold or in fee simple, all buildings, improvements and structures, and all easements, rights and appurtenances, which are affected under this Declaration.

ARTICLE II. PROPERTIES SUBJECT TO THE DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration is located in Yamhill County, Oregon, and is described on the attached Exhibit A ("Existing Property").

ARTICLE III. BUILDING RESTRICTIONS

Section 1. Dwelling Size.

a. Stick Built Homes. All homes shall consist of a minimum of 1,300 square feet and shall have a double car garage.

b. Multi-Family / Common Wall Units. Multi-family / common wall units shall require a minimum of 900 square feet in each dwelling space and each such dwelling space shall have a single-car garage.

Section 2. Setback Requirements. Except as otherwise specified below, the minimum side yard setback shall be the setback required by the building or zoning codes of the City of Sheridan.

Section 3. Applicable Law. All construction and improvements on the property must comply with other applicable law and governmental agency requirements.

ARTICLE IV. 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. "Birds" shall specifically exclude fowl.

Section 2. 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 inoperable or is in an abandoned condition unless it is completely enclosed within a building. No unlicensed vehicles shall be allowed on any Lot.

Section 3. Nuisance. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
ARTICLE V. LOT MAINTENANCE/ROAD MAINTENANCE

Section 1. 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 consistent with the balance of the subdivision. All improved Lots shall be maintained in an attractive landscaped condition. Until all the Lots are sold, Developer reserves the right, but not the obligation, to perform such maintenance if an Owner fails to do so, and further, Developer may assess charges for such maintenance.

Section 2. Road Maintenance. The road designated as "Anderson Lane" is a private street which must be maintained by the property owners. Maintenance of said street shall be a common expense and, as such, shall be maintained by the Owners, and appropriate assessments may be made for the maintenance of said street.

ARTICLE VI. GENERAL PROVISIONS

Section 1. Duration. The covenants, easements and restrictions contained herein are to run with the land for the benefit of each Owner, shall pass with each Lot, and shall bind the respective Owners in interest of the present Owner. Except for the covenants, easements and restrictions concerning the common areas which shall be perpetual until or unless the governing body for the City of Sheridan consents to their termination, these covenants, easements, and restrictions shall remain in full force and effect for a period of twenty (20) years from the date of recording of this Declaration, at which time they shall automatically renew for successive periods of ten (10) years unless terminated by a vote of seventy-five percent (75%) of the Lot Owners, with any such termination properly recorded.

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 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 restriction shall in no event be deemed a waiver of the right to do so thereafter. If an Owner rents 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 other provision herein which shall remain in full force and effect.

Section 4. Amendments. Covenants and restrictions of this Declaration, except those which relate to the common areas and their repair and maintenance, may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners. The covenants and restrictions regarding the common areas may be amended by an instrument signed by not less than ninety percent (90%) of the Lot Owners and the governmental governing body for the City of Sheridan. Any amendment must be properly recorded. Easements granted and reserved shall not be amended except by an instrument signed and acknowledged by one hundred percent (100%) of the Owners of the Property, including the Developer so long as the Developer owns any Lots or holds a security interest in any Lots, and the governing body of the City of Sheridan if the granting or release relates to the common areas.
Section 5. **Attorney Fees.** In case suit or action is instituted to enforce any of the provisions of this Declaration, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in a 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 may adjudge reasonable as prevailing party's attorney fees on appeal.

**JIM ANDERSON CONTRACTING, INC.,**

an Oregon Corporation

By:  

[Signature]

James C. Anderson, President

STATE OF OREGON  

) ss.

County of Yamhill  

On the day of July 2004, personally appeared the above named JAMES C. ANDERSON who, being duly sworn, did say that he is the President of JIM ANDERSON CONTRACTING, INC., an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:  

[Signature]

NOTARY PUBLIC FOR OREGON

My Commission Expires: August 13, 2006

OFFICIAL SEAL
FRANCINE FIORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 360320
MY COMMISSION EXPIRES AUG. 13, 2006

4 / DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH PARK ADDITION FOUR
EXHIBIT "A"

Lots 1, 2, 3, 4 and 5 and Tracts A and B of NORTH PARK ADDITION NO. 4 in the City of Sheridan, County of Yamhill, State of Oregon.
North Park Addition No. 4

Located in
SE 1/4 Section 26, T. 5 S. R. 6 W., W. M.
A.B. Faulconer Donation Land Claim No. 42
City of Sheridan, Yamhill County, OR

Date: 20 January 2001

Legend
- = monument found, flush to 0.2" down,
in good condition unless otherwise
stated. Origin stated if known.
© = set 5/8" iron rod with yellow plastic
cap marked "Conwell FLR 1942"

(______) = date of record
--- --- = Easement
N.P.A.#3 = NORTH PARK ADDITION NO. 3
(22) = Existing lot per plot of
NORTH PARK ADDITION NO. 3

By: Matt Dunckel & Assoc.
3753 Riverslde Dr.
McMinnville, Oregon 97128
Phone: 503-472-7824
Fax: 503-472-0387
Email: dunckel@pressart.com

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
MATTHEW C. DUNCKEL
1960
Registered 31 December 2000

This is an exact copy of
the original subdivision plot.

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North Park Addition No. 4

Located in
SE 1/4 Section 26, T. S. S. R. 6. W., W. M.
A.B. Faulconer Donation Land Claim No. 42
City of Sheridan, Yamhill County, OR

Date: 20 January 2001

Easement Notes

(Easement #1) 20' wide access & utilities easement to benefit Lot 4 and a 20' wide utilities easement to benefit all that portion of Lot 19 of SHERMAN HEIGHTS currently lying within the city limits.

(Easement #2) 20' wide utilities easement to benefit all that portion of Lot 19 of SHERMAN HEIGHTS currently lying within the city limits.

(Easement #3) Utilities easement to benefit Lots 1 through 5 and the City of Sheridan, and an access easement to benefit Lots 2 through 5.

(Easement #4) 10' wide access & utilities easement in Lot 5 to benefit Lots 2 & 4 and the City of Sheridan.

(Easement #5) 10' wide private and public utilities easement in Lots 1, 2 & 3.

Narrative

The purpose of this survey is to subdivide the portion of the JM Anderson Contracting, Inc., tract that was not platted in NORTH PARK ADDITION NO. 3. This survey is based on monuments of NORTH PARK ADDITION NO. 3 of the plat of LOT 10 OF NORTH PARK ADDITION NO. 2. The basis of bearing is per NORTH PARK Certificate and has caused said lands to be platted into lots and easements as shown on the attached map.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that JM Anderson Contracting, Inc., in the power of the city is hereby represented on the attached map and more particularly described in the Surveyors Certificate and has caused said lands to be platted into lots and easements as shown on the attached map.

JM Anderson, President
JM Anderson Contracting, Inc.

Acknowledgement

STATE OF OREGON
COUNTY OF YAMHILL

On this day the 31st of December, 2001, did personally appear JM Anderson in the capacity shown in the above declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

Matt Dunckel, Oregon PLS 1942
3705 Riverside Drive
McMinville, OR 97128
Phone: 503-472-7934
Fax: 503-472-0387

This is an exact copy of the original subdivision plat.

Oregon Professional Land Surveyor

Matt Dunckel
PLS 1942
3705 Riverside Drive
McMinnville, OR 97128
Phone: 503-472-7934
Fax: 503-472-0387

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