DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR NORTON ESTATES
MCMINNVILLE, YAMHILL COUNTY, OREGON

Wildcat Development Company an Oregon S-Corporation, hereinafter referred to as the Declarant, hereby make the following Declaration of Covenants, Conditions Restrictions, Norton Estates, McMinnville, Yamhill County, Oregon, plat of which is recorded in the Yamhill County Book of Town Plats in instrument #200326820, Yamhill County, Oregon. Said property is hereinafter referred to as the Subdivision.

Declarant is the owner of the Subdivision, and is developing the lots therein for single family residential development and use. Declarant desires to subject the Subdivision the covenants, conditions, restrictions set forth herein, for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the Subdivision and each of the lots platted therein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEVELOPMENT AND USE RESTRICTIONS

1.1 USE OF LOTS, COMMERCIAL ACTIVITY. All lots in the subdivision shall be used for single family residence only except Lots 1-4, which may be used for duplexes. No manufactured, mobile or modular type homes will be allowed in the Subdivision. No business or commercial activities of any kind shall be carried on in any living unit or on any other portion of the property except activities relating to the sale or rental of lots or living units. This provision, however, shall not be construed so as to prohibit an owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.
1.2 COMPLETION RULE, MINIMUM REQUIREMENTS. No such Living Unit shall exceed the lesser of two and one-half stories or 35 feet in height. Minimum size for a Living Unit, excluding garage, shall be as follows: a) single family detached Living Units (one story): 1350 square feet; and b) single family detached Living Units (two story): 1500 square feet. Any residence or other structure constructed on a lot shall be completed within one year after commencement of construction of the Living Unit.

1.3 EXTERIOR SIDING AND COLOR. Except as otherwise provided in this section, all exterior siding shall be of cedar, redwood or other approved wood in a tongue and groove, lap siding or an approved hardboard lap siding. Other siding material will be judged on their merit by the Architectural Control Board after review of samples. All exterior colors must be approved. Owners may repaint with an approved color without further approval from the Architectural Control Board.

1.4 ROOF MATERIAL. All roofs shall be of cedar shingle, cedar shake, tile, 30 year minimum architectural composition or other materials approved by the Architectural Control Board. Such other materials will be judged on their merit by the Architectural Control Board after review of samples. A minimum five in twelve pitch shall be required.

1.5 GARAGES. Except as provided in this section, each single family residence shall include an attached garage as an integral part of the residence, designed to enclose a minimum of two and maximum of three motor vehicles. Unattached garages shall be subject to the proper approval of the Architectural Control Board. All other living units shall have garages for adequate parking by owners and occupants thereof.

1.6 DECKS AND PATIOS. All covers for decks and patios must be of complimentary design and be constructed of the same material as the Living Unit.

1.7 STORAGE OR ACCESSORY BUILDINGS. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosure), non-portable pools, and non-portable or affixed outdoor furniture such as swings, backstops, picnic table, barbecues, arbors, jungle gyms, hot tubs, etc., shall be reasonably screened from public and neighboring view. All detached buildings must be fully enclosed and may not exceed 16 feet in height. No pole buildings are allowed. All detached buildings shall have exterior color, siding and roof materials, which exterior color, siding and roof materials shall be of the same materials utilized in construction of the residence located on the premises. The type and location of all such structures, pools and furniture is subject to approval by the Architectural Control Board. Basketball hoops will be permitted, provided that they
do not interfere with the neighbor's property and the design and location are approved by the Architectural Control Board.

1.8 **DRIVEWAYS, FENCES, WALKS AND LANDSCAPING.** Driveways shall be of concrete slab construction only. Unless the Architectural Control Board approves an alternative finish, the drive surface shall be finished with a broom finish or exposed aggregate. All specific artistic effects are subject to approval. Not more than seventy percent (70%) of any lot shall be covered with an impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. All fences shall be constructed principally wood or masonry to maintain the aesthetic quality of the Subdivision. Fences shall be of a design approved by the Architectural Control Board. Each residence shall include landscaping which shall be completed within 6 months of occupancy.

1.9 **OUTSIDE RECEPTORS.** Permanent flag poles, exterior radio and television antennae or other receptors shall not be permitted. Satellite dished 24 inches or smaller shall be permitted.

1.10 **HEAT PUMPS AND AIR CONDITIONERS.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring living units and areas. Use of solar heating systems is acceptable providing that, in the opinion of the Architectural Control Board, the panels or collectors are integrated into the structure with regard to the overall appearance and design.

1.11 **MAILBOXES AND NEWSPAPER RECEPTACLES.** Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Architectural Control Board. All replacements shall be of the same design.

1.12 **TRUCKS AND RECREATIONAL VEHICLES.** No trucks (except pickups without campers), campers, motor homes, trailers, boats, motorcycles or similar recreational vehicle shall be parked on a Lot or street other than temporarily (in no case in excess of 24 hours) and the solely for the purposes of loading or unloading or service call provided, however, that such vehicles or Boats may be permanently parked or stored on a lot if they are parked or stored either inside a garage or detached structure with the exception of Lot 7 can have Boat/RV storage on the South side of the house provided that it is behind a fence. No vehicles of any kind shall be parked on any portion of the lot or street while such vehicles are in a state of disrepair or while being repaired.

1.13 **SIGNS.** No signs shall be erected or displayed on any lot, living unit or street right of way without the prior written permission of the Architectural Control Board; provided such permission shall not be required for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary
sign no larger than 18 inches by 24 inches advertising the lot for sale or rent, which shall be removed upon sale or rental of the lot.

1.14 **NUISANCES.** No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon any lot within the Subdivision, and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. In event any owner fails to comply herewith, the authorized representative may enter upon such lands and remove any such weeds, underbrush and objects at the expenses of the owner and such entry shall not be deemed a trespass. In event of such removal, a lien will be created in favor of the Declarant against such lot for all costs and expenses reasonably incurred by the Declarant in removing the materials or otherwise abating the nuisance, which amount, together with interest thereon at the rate of 12 percent per annum from the date the cost is incurred, shall be due and payable within 30 days after the owner is billed.

1.15 **ANIMALS.** No animals of any kind shall be kept on any lot except household pets, provided that they are not bred or kept for any commercial purposes. No household pets shall not be allowed to interfere with the quiet enjoyment of other residents of the Subdivision, nor shall any household pet be permitted to run at large.
IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized representative on this 11th day of March, 2004.

WILDCAT DEVELOPMENT COMPANY, an Oregon Corporation

By: ___________________________, President

HG INVESTMENTS, INC., an Oregon Corporation

By: ___________________________, President

STATE OF OREGON

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)
COUNTY OF YAMHILL

On this 11th day of March, 2004, appeared Steve Reimann, President of Wildcat Development Company, an Oregon Corporation and Troy R. Petersen, President of HG Investments, Inc., an Oregon Corporation, who acknowledged that the foregoing instrument was signed on behalf of said Companies by authority of its officers as its voluntary act and deed.

Before me:

______________________________
Notary Public for Oregon
My Commission Expires: 3/13/06

[Notary Public Seal]
NORTON ESTATES
REPLAT OF PARCEL 1, PARTITION PLAT NO. 2000-27
IN THE ISAIAH JOHNS D.L.C. NO. 81
IN S.E. 1/4 & S.W. 1/4 SEC. 22, T.4 S., R.4 W.W.M.
CITY OF McMINTONVILLE, YAMHILL COUNTY, OREGON

SURVEYOR’S CERTIFICATE

I, Dennis L. Edwards, a Registered Professional Land Surveyor for Oregon, hereby certify that I have correctly surveyed and marked with proper monuments the land shown herein as Norton Estates, which is described as follows: Beginning at a 5/8’ Iron Rod, at the Initial Corner for this subdivision, coincident with the Northwest Corner of Parcel I, of Partition Plat No. 2000-27, thence 39°24’54”E, along the northerly line of said parcel, a distance of 215.61 feet to a 5/8’ Iron Rod with a Yellow Plastic cap marked “Buncel PLS 1842” at the northeast corner of Parcel I; thence 36°24’40”N, parallel with the north line of said parcel, a distance of 215.61 feet to a 5/8’ Iron Rod at the southeast corner of Parcel I; thence 39°24’54”E, along the east line of said parcel, a distance of 408.80 feet to a 5/8’ Iron Rod with a Yellow Plastic cap marked “Buncel PLS 1842” at the southeast corner of Parcel I; thence 36°24’40”N, parallel with the north line of said parcel, a distance of 215.61 feet to a 5/8’ Iron Rod at the southwest corner of Parcel I; thence 39°24’54”E, along the line of said right-of-way of Norton Lane, thence 36°24’40”N, along the east line of said right-of-way, a distance of 408.80 feet to the point of beginning.

The above described parcel contains 2.02 acres of land.

All being located in Section 22, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon.

Delayed monumentation corners will be completed by December 31, 2003.

Declaration:
Know all men by these presents that The Widest Development Company, an Oregon Corporation, being the owner of the land described in the Surveyor's Certificate hereon, and desiring to dispose of the same in lots, have caused the same to be surveyed and marked, the same to be known as Norton Estates. The Widest Development Company hereby dedicates to the public use forever the streets and grade lines shown on the attached plat. The Widest Development Company also certifies that all taxes and assessments levied against said property have been paid in full, as of 2003.

Owner:
Steve Beutin, Registered Agent
Widest Development Company

State of Oregon | S.S.
County of Yamhill

On this 23rd day of July, 2003, personally appeared before me, a Notary Public for Oregon, the above-named person acknowledged the foregoing instrument to be his voluntary act and deed.

Sue J. Ryan
Notary Public for Oregon
Oregon Commission No. 360351
Expiration Date: September 30, 2005

State of Oregon | S.S.
County of Yamhill

I, the undersigned, do record and file this plat in the Yamhill County, Oregon Records.

Plat was received for filing at 2:42 o'clock.

Date: 12/31/03

By Deputy County Clerk

Interior Corner Monumentation:
In accordance with O.S. 22.070, the interior corners and centerline monuments of this subdivision have been correctly set with proper monuments. An affidavit has been prepared regarding the setting of said monuments and is recorded as Instrument No. 2000-002772 of the Yamhill County Deed Records.

Yamhill County Surveyor
Date: 6/30/2003

Denis L. Edwards, Certifying Surveyor

Sheet 2 of 2
INTERIOR MONUMENTATION AFFIDAVIT

I, Dennis L. Edwards, P.L.S. 2772, being first duly sworn, do hereby say that in accordance with O.R.S. 92.070, I have correctly surveyed and marked with proper monuments the interior monuments as indicated on the plat of Norton Estates as recorded in Volume 12, Page 87, Book of Town Plats for Yamhill County, Oregon, and in 2003-26820 Yamhill County, Oregon Records, said interior monuments were set on November 17, 2003.

State of Oregon
County of Marion

) S.S.

Subscribed and sworn to before me this 17th day of May, 2005.

County Surveyor Approval

Approved this 24th day of May, 2005 in accordance with O.R.S. 92.070 (4).

Yamhill County Surveyor

$76.0

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