DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

FOR

O.M.I. ACRES

DECLARATION

THIS DECLARATION, made this 28th day of June, 1990, by OREGON MUTUAL INSURANCE COMPANY, hereinafter called the "Developer":

WITNESS:

WHEREAS, Developer wishes to establish on Lots 1 through 14, Block 1, and Lots 1 through 19, Block 2, certain Conditions, Covenants and Restrictions binding upon all property owners of said specified lots within O.M.I. Acres to the City of McMinnville, Oregon, the Developer does adopt the following provisions:

ARTICLE I

DEFINITIONS: The following words, when used in this Declaration, or any subsequent or supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1. "Building" shall mean a single unit building comprising a part of the property.

Section 2. "Declaration" shall mean this master deed, plus amendments and supplements thereto.

Section 3. "Lot" shall mean a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to areas leading to a public street or highway.

Section 4. "Owner" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot or living unit situated upon the properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee or holder of a trust deed unless and until such mortgagee or holder of the trust deed has acquired full title pursuant to foreclosure or any proceeding in lieu of foreclosure.
Section 5. "Properties" or "Property" shall mean the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are 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 this Declaration is located in Yamhill County, Oregon, and is more particularly described as Lots 1 through 14, Block 1, and Lots 1 through 19, Block 2, O.M.I. Acres, all of which said real property shall hereinafter be referred to as "existing property".

ARTICLE III
ARCHITECTURAL STANDARDS AND REVIEW

Section 1. Lot owners will not construct, alter or maintain any improvement on the premises until:

(a) They have submitted to the Developer a complete set of plans and specifications therefor in form satisfactory to the Developer, showing insofar as is appropriate: (1) the size and dimensions of the improvement; (2) the exterior design, (3) the exact location of the improvement on the home site, (4) the location of driveways and parking areas, and (5) the size, dimensions and location of any outbuildings; and

(b) Such plans and specifications have been approved in writing by the Developer. Approval of said plans and specifications may be withheld, because of their noncompliance with any of the restrictions and conditions contained herein.

(c) If at any time the lot owner shall have submitted to the Developer plans and specifications and the Developer shall have neither approved such plans and specifications within thirty (30) days from the date of their submission nor notified the lot owner of its objections within such period, then such plans and specifications shall be deemed to have been approved by the Developer. Similarly such restrictions shall apply to action upon any revised plans and specifications. Upon completion of the improvement and notice to the Developer, the Developer shall have the right for a period of ten (10) days from receipt of such notice to inspect said improvement for the purpose of determining whether it complies with the plans and specifications previously approved. Within ten (10) days thereafter, said Developer shall either approve said improvement or notify the lot owner of changes necessary to comply with the plans and specifications. In the event the Developer does not act within said
ten (10) day period, the improvement shall conclusively be deemed to be satisfactory to the Developer. All communications to the Developer shall be delivered by hand or mail to the Developer at its office in McMinnville, Oregon.

ARTICLE IV
BUILDING RESTRICTIONS

Section 1. Lot Maintenance. In the event that any lot owner does not commence construction of a residence on said lot upon completion of all site improvements, or within ninety (90) days of completion of site improvements, he shall plant said lot as a lawn. The lot shall thereafter be maintained as a lawn until a residence is constructed. In the event that the owner does not maintain the lot, he agrees to pay Developer a monthly fee of $50.00 to perform such maintenance service.

Section 2. Construction Time Limit. All exterior construction and landscaping on any lot must be completed and the occupancy permit issued within 365 days from the date of the issuance of a building permit or from the date that the Developer approves the plans and specifications, whichever is later.

Section 3. Siding. All buildings shall have siding materials on all sides of every structure or improvement placed on the premises. Acceptable siding materials of the side of the structure(s) facing the street(s) shall consist of cedar, stucco, brick, or wood based lap siding. Alternative types of siding will be subject to the approval of the Developer but in no case will "panel" siding such as T-111 be used on the side facing the street.

Section 4. Minimum Building Size. All houses will be single family dwellings, and if located on a single family lot, shall have a minimum living area of 1,300 square feet, excluding porches and garages. For lots available for duplex development, each duplex unit shall have a minimum living area of 900 square feet, excluding porches and garages. No dwelling shall be of a height in excess of 35 feet.

Section 5. Underground Utilities. All electrical lines, water lines, storm drain lines, sanitary sewer lines, telephone lines and cable television lines shall be conveyed across the premises by means of underground trenches, ditches or conduit.

Section 6. Antennas. No satellite dishes will be permitted in the development. No television, radio aerals or rotary beams shall be erected or placed on any lot where such device is more than 6 feet in height above the highest point (exclusive of chimneys) on the building or structure on which it is erected.
Section 7. Sidewalks. If required by the City of McMinnville, all lot owners shall install sidewalks at the owner’s expense by completion of construction of the building. Lot owners shall match the sidewalk in texture and scoring pattern to the sidewalks previously constructed in the subdivision.

Section 8. Signs. No sign shall be erected on any lot except that not more than one “For Sale” or “For Rent” sign placed by the owner, the Declarant, or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of “political” signs on any lot by the owner, or the placement of a professional sign by the developer, which must comply with the City of McMinnville Sign Ordinance.

Section 9. Restrictions on Carports. No carport shall be allowed. Parking shall be provided by means of an entirely closed parking garage. There is a two car minimum requirement for any such parking facility or garage on single family residences. Single car garages are allowable for each unit of duplex.

Section 10. Roofs. Cedar shake roofs, composition asphalt shingle roofs, and tile roofs are allowed. Any other type of roofing must be approved by the Declarant.

Section 11. Detached Buildings. All detached buildings must be fully enclosed and may not exceed the height of one story (16 feet) in height. No pole buildings are allowed.

Section 12. Off Site Manufactured Homes and Temporary Structures. No mobile homes, off site manufactured homes, permanent or temporary structures shall be allowed in the development, with the exception of a construction type mobile home to be used only during the period of construction.

ARTICLE V
GENERAL RESTRICTIONS

Section 1. Animals. No domestic animals of any kind shall be raised, kept, or permitted upon the premises or any part thereof other than dogs, cats, and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers, and which are reasonably controlled to avoid their being a nuisance to other lot owners.

Section 2. Commercial Business. No commercial business of any type shall be allowed to be established or operated from this development, unless such development shall have gained approval from appropriate zoning authorities.

Section 3. Nonuseable Motor Vehicles. There shall not be stored, parked or kept upon said lots or tracts in open and plain view any motor vehicle which is in a rusted, junked or partially dismantled or inoperative or abandoned condi-
tion, whether attended or not, unless it is completely enclosed within a building. Any such motor vehicle shall constitute a condition tending to reduce the value of the property; to invite plundering; to create fire hazards; to constitute an attractive nuisance creating a hazard to the health and safety of minors; and to be a nuisance; and it shall be the duty of the owner of the property or of the lessee or other person in possession of the property upon which such vehicle is located, either to remove the same or have the same housed in a building where it will not be visible from the street or other property.

Section 4. One Family Per Single Unit Dwelling. No more than one (1) family shall be allowed to dwell in a single unit family dwelling. This does not apply to overnight guests, temporary visitors, or in-house domestic employees.

Section 5. Refuse or Garbage. No lot or part thereof shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, dirt, and other materials resulting from yard maintenance or landscaping work shall not be dumped onto streets or surrounding properties. This prohibition shall not include a well-maintained compost pile.

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 of land in such subdivision, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants and restrictions shall remain in full force and effect for a period of thirty (30) years from the date of recording this Declaration, at which time said covenants and restrictions shall terminate unless the majority of the then record owners of the lots contained in said tract elect to retain said covenants and restrictions.

Section 2. Enforcement. The Developer, any Owner, or any voluntary association of Owners, or the owner of any recorded mortgage or recorded trust deed on any part of said property shall have the right to enforce by any 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 the Developer or by any owner, or group of owners, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Access of City Police, Fire and Ambulance. All streets, roads, and ways located upon the property, or located upon property subsequently
annexed by the Developer pursuant and subject to these covenants and restrictions shall be open for use by the police, fire and ambulance departments to provide any services required within their assigned responsibilities. The appropriate public agencies shall also have full authority to enter upon said streets, roads and ways to enforce all ordinances of the county and traffic laws of the State of Oregon and to issue citations for any violations thereof.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect.

Section 5. Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than sixty percent (60%) of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of said property, including the Developer.

Section 6. Attorney Fees. In case suit or action is instituted to enforce any of the provisions hereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney’s fees to be allowed prevailing party in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party’s attorney fees on such appeal.

Dated this 18th day of June, 1990.

Michael E. Keyes

STATE OF OREGON, County of Yamhill ss.

Personally appeared Michael E. Keyes, who, being duly sworn, each for himself/herself and not one for the other, did say that they signed the within instrument as their true and voluntary act and deed.

Dennis J. Lane
Notary Public for Oregon
My Commission Expires: 2-12-93
O. M. I. ACRES

A Subdivision located in the SW 1/4 of Section 9 and the NW 1/4 of Section 16, Township 4 South, Range 4 West,
W. M., John G. Baker Donation Land Claim No. 48,
City of McMinnville, Yamhill County, Oregon

A portion of this Subdivision is a Replat of Part of Lot 6 of JOPLING'S SUBDIVISION

March 1990 Scale 1" = 50'

NOTE:
10. For more information on
found monuments (●) see Page 5

21. The dashed line indicates
utility easements, 10 feet
side on each side of 28TH PLACE
and Osborne Court. 5 feet wide
on each side of N. Evans Street.
5 feet wide on the north side of
27th Street.

34. All lot lines at the east end of
OSBORNE COURT are radial from
the center of the cul-de-sac. All lot
lines at the west end of 28TH PLACE
are radial from the center of the
cul-de-sac except the line between
Lot 1 and Lot 2.

57. Lots 1 through 19 of Block 1,
and Lots 1 through 19 of Block 2,
are subject to covenants,
conditions, and restrictions as
recorded in Film Volume 3018 Page 279-280, Yamhill
County Deed records.