DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO PALMER CREEK SUBDIVISION

WHEREAS, PACIFIC EMPIRE DEVELOPERS, INC. HEREAFTER REFERRED TO AS THE DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS PALMER CREEK SUBDIVISION, A DULY RECORDED PLAT;

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 CERTIFY AND DECLARE THAT THE FOLLOWING RESTRICTIONS, CONDITIONS AND COVENANTS SHALL BECOME AND ARE HEREBY MADE A PART OF ALL CONVEYANCES OF LOTS WITHIN THE PLAT OF PALMER CREEK SUBDIVISION, EXCEPT THE TWO FRONT LOTS WITH COMMERCIAL ZONING THAT ARE NOT A PART OF THIS DECLARATION, RECORDED IN #19965397 MICROFILM 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 FULLY AND WITH THE SAME EFFECT AS IF SET FORTH AT LARGE THEREIN.

ARTICLE I
PROPERTY SUBJECT TO THESE COVENANTS

(1) 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.

ARTICLE II
RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

ALL LOTS SHALL BE USED FOR RESIDENTIAL PURPOSES, NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE HALF (2 1/2) STORIES OR 30' IN HEIGHT AND AN ATTACHED PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE FOREGOING...
PROVISIONS SHALL NOT EXCLUDE THE CONSTRUCTION OF A PRIVATE GREENHOUSE, STORAGE SHED, PRIVATE SWIMMING POOL, OR FOR THE STORAGE OF A BOAT AND/OR CAMPING TRAILER KEPT FOR PERSONAL USE, PROVIDED THE LOCATION OF USE STRUCTURES IS IN CONFORMITY WITH THE APPLICABLE MUNICIPAL REGULATIONS, AND IS COMPATIBLE IN DESIGN AND DECORATION WITH THE RESIDENCE CONSTRUCTED ON SUCH LOT.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEOWNER 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 AS A SALES OFFICE OR A MODEL HOME FOR THE PURPOSE OF SALES IN PALMER CREEK SUBDIVISION.

NO MANUFACTURED HOMES (MOBILE HOMES) SHALL BE PERMITTED. ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF DAYTON BUILDING AND ZONING CODES.

(2) DWELLING SIZE AND SETBACKS

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1200 SQUARE FEET FOR A ONE STORY DWELLING, NOR SHALL THE GROUND FLOOR LEVEL BE LESS THAN 800 SQUARE FEET FOR A TWO-STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 1200 SQUARE FEET. THE MINIMUM BUILDING SETBACK REQUIREMENTS SHALL BE AS SET BY THE CITY OF DAYTON FOR R-1 ZONING.

(3) EASEMENTS

FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT.

(4) NUISANCES

NO NOXIOUS 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 NUISIBLE TO THE NEIGHBORHOOD.

(5) PARKING

PARKING OF BOATS, TRAILERS, MOTORCYCLES, ONE TON OR LARGER TRUCKS, TRUCK-CAMPERS AND THE LIKE EQUIPMENT SHALL NOT BE ALLOWED ON ANY PART OF SAID PROPERTY NOR ON PUBLIC Ways ADJACENT THERETO EXCEPTING WHEN PARKED IN THE RESIDENTIAL DRIVEWAY FOR NOT MORE THAN SEVEN (7) CONSECUTIVE DAYS OR WITHIN THE CONFINES OF ANY ENCLOSED GARAGE, STORAGE PORT OR BEHIND A SCREENING FENCE OR SHRUBBERRY WHICH SHALL IN NO EVENT PROJECT BEYOND THE FRONT WALLS OF ANY DWELLING OR GARAGE.

(6) VEHICLES IN DISREPAIR

NO OWNER SHALL PERMIT ANY VEHICLE WHICH IS IN AN EXTREME STATE OF
DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED UPON ANY LOT OR ON
THE OPEN SPACE OR ON ANY STREET FOR A PERIOD IN EXCESS OF FORTY-
EIGHT (48) HOURS. A VEHICLE SHALL BE DEEMED TO BE IN AN "EXTREME
STATE OF DISREPAIR" WHEN ITS PRESENCE OFFENDS THE OCCUPANTS OF
THE NEIGHBORHOOD.

(7) FENCES AND HEDGES

AS DEFINED IN THIS SECTION, "FENCING" SHALL MEAN ANY BARRIER OR
WALL, INCLUDING TREES AND SHRUBS. PLANTING OR SITE OBSCURING
FENCES SHALL NOT EXCEED FOUR (4) FEET IN HEIGHT IN THE FRONT YARD
OR ON SIDE LOT LINES FORWARD OF THE BUILDING LINE WITH THE
GREATEST SETBACK ON THE LOT OR THE ADJOINING RESIDENTIAL LOT,
WITH THE EXCEPTION OF THE 15' FRONT YARD SETBACK WHICH MAY BE A
MAXIMUM OF 30" IN HEIGHT. THE MAXIMUM HEIGHT OF A SITE
OBSCURING FENCE LOCATED ON THE REMAINDER OF THE LOT SHALL BE SIX
(6) FEET. FENCES SHALL BE WELL CONSTRUCTED OF SUITABLE FENCING
MATERIALS AND SHALL NOT DETRACT FROM THE APPEARANCES OF THE
DWELLING HOUSES LOCATED ON ADJACENT LOTS OR BE OFFENSIVE TO THE
OWNERS OR OCCUPANTS THEREOF.

(8) SIGNS

NO SIGNS SHALL BE ERECTED 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 "POLITICAL" SIGNS ON ANY LOT BY THE OWNER,
OR THE PLACEMENT OF A PROFESSIONAL SIGN BY THE DEVELOPER OR
DECLARANT, WHICH MUST COMPLY WITH THE CITY OF DAYTON SIGN
ORDINANCES.

(9) TEMPORARY STRUCTURES

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, SHACK,
GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY
TIME AS A RESIDENCE WHETHER TEMPORARILY OR PERMANENTLY. TENTS
USED FOR RECREATIONAL PURPOSES WILL BE LIMITED TO SEVEN (7)
CONSECUTIVE DAYS.

(10) LIVESTOCK AND POULTRY

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED,
BRED OR KEPT ON ANY LOT EXCEPT A MAXIMUM OF TWO (2) DOGS, AND A
REASONABLE NUMBER OF CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT
PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY
COMMERCIAL PURPOSES.

(11) GARBAGE AND REFUSE DISPOSAL

NO LOT OR OPEN SPACE SHALL BE USED OR MAINTAINED AS A DUMPING
GROUND FOR RUBBISH. TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT
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IN SANITARY CONTAINERS AND OUT OF PUBLIC VIEW. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

(12) UTILITIES

ALL PLUMBING FACILITIES SHALL COMPLY WITH THE REQUIREMENTS OF THE PLUMBING CODE OF THE CITY OF DAYTON. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR THE TELECOMMUNICATION PURPOSES, NOR ANY POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN PALMER CREEK SUBDIVISION. ALL OWNERS OF LOTS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL USE UNDERGROUND SERVICE WIRES TO CONNECT THEIR PREMISES AND THE STRUCTURES BUILT THEREON TO THE UNDERGROUND ELECTRIC OR TELEPHONE UTILITY FACILITIES PROVIDED.

(13) MAINTENANCE

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 MUISEANCE OR FIRE HAZARD.

(14) BUSINESS AND COMMERCIAL USES

NO GOODS, EQUIPMENT, VEHICLES, MATERIALS OR SUPPLIES USED IN CONNECTION WITH ANY TRades, SERVICE OR BUSINESS SHALL BE KEPT OR STORED OUTSIDE OF THE HOUSE OR GARAGE ON ANY LOT, EXCEPTING THE RIGHT OF ANY HOME-BUILDER AND THE DECLARANT TO CONSTRUCT RESIDENCES ON ANY LOT, TO STORE CONSTRUCTION EQUIPMENT AND MATERIALS ON SAID LOTS IN THE NORMAL COURSE OF SAID CONSTRUCTION AND TO USE ANY SINGLE FAMILY RESIDENCE AS A SALES OFFICE OR MODEL HOME FOR THE PURPOSE OF SALES IN PALMER CREEK SUBDIVISION.

(15) LANDSCAPE COMPLETION

ALL FRONT YARD LANDSCAPING MUST BE COMPLETED WITHIN TWO (2) MONTHS FROM THE DATE OF POSTING NOTICE OF COMPLETION OR THE DATE OF OCCUPANCY OF THE RESIDENCE CONSTRUCTED THEREON, WHICHEVER OCCURS FIRST. IN THE EVENT OF UNDUE HARDSHIP DUE TO WEATHER CONDITIONS, THIS PROVISION MAY BE EXTENDED FOR A REASONABLE LENGTH OF TIME.

(16) ANTENNAS AND SERVICE FACILITIES

EXTERIOR ANTENNAS SHALL NOT BE PERMITTED TO BE PLACED UPON THE ROOF OF ANY STRUCTURE ON ANY LOT. CLOTHESLINES AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS. ANTENNA SATELLITE DISHES LARGER THAN 36 INCHES IN DIAMETER ARE NOT ALLOWED ON ANY LOT.

(17) EXTERIOR MATERIALS AND FINISHES

Page 4 of 7
EACH DWELLING SHALL BE CONSTRUCTED WITH A MINIMUM SQUARE FOOTAGE PER ARTICLE II, PARAGRAPH 2, FULLY FINISHED, EXCLUDING NON-HABITABLE APPURTENANCES SUCH AS GARAGES OR ENCLOSED PORCHES.

SIDING MATERIAL SHALL BE NATURAL WOOD MATERIAL, OR HAVE THE APPEARANCE OF NATURAL WOOD, MASONRY BRICK, STONE, STUCCO, OR A COMBINATION OF THESE. MANUFACTURED WOOD SIDING IS ALLOWED. T-111 IS ALLOWED ON SIDES AND BACK OF DWELLING.

ALL ROOFING SHALL BE 25 YEAR OR BETTER COMPOSITION, TILE OR WOOD SHAKES. WINDOW FRAMES WILL BE EITHER BRONZE TONE, WHITE ALUMINUM, WOOD OR VINYL. NO MILL GRADE ALUMINUM FRAMES WILL BE PERMITTED.

THE LOCATION, COLOR, SIZE DESIGN, LETTERING AND OTHER PARTICULARS FOR PAPER DELIVERY BOXES SHALL BE SUBJECT TO APPROVAL OF THE DECLARANT.

ARTICLE III
ARCHITECTURAL CONTROL

(1) ARCHITECTURAL CONTROL SHALL BE BY THE DECLARANT. ALL PLANS AND SPECIFICATIONS OF HOUSES TO BE CONSTRUCTED IN PALMER CREEK SUBDIVISION SHALL BE APPROVED IN WRITING BY THE DECLARANT. IN THE EVENT THAT THE DECLARANT FAILS TO APPROVE OR DISAPPROVE THE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS AFTER THEY HAVE BEEN SUBMITTED, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMPLETED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED COVENANTS SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NO TWO LOTS SHALL HAVE IDENTICAL OR NEARLY IDENTICAL ELEVATIONS AS DETERMINED BY THE DECLARANT. TWO SETS OF ARCHITECTURAL PLANS SUBMITTED TO THE DECLARANT SHALL INCLUDE:

(A) FLOOR PLAN(S) INDICATING BUILDING DIMENSIONS AND AREAS.

(B) BUILDING ELEVATIONS INDICATING EXTERIOR MATERIALS, COLORS, WINDOW SIZES AND LOCATIONS AND BUILDING HEIGHT OF ALL PROPOSED BUILDINGS.

(C) PLOT PLAN INDICATING LOCATIONS OF ALL IMPROVEMENTS INCLUDING BUILDINGS, FENCING, PATIOS, DRIVES AND WALKS.

WITHIN TEN (10) DAYS OF RECEIPT OF THE PLANS AND FEE, THE DECLARANT SHALL RETURN ONE SET OF PLANS AND EITHER:

ISSUE A NOTICE OF COMPLIANCE OR NON-COMPLIANCE; ISSUE A NOTICE INDICATING CONDITIONAL APPROVAL WITH CORRECTIONS. PLANS SHALL BE SUBMITTED TO THE DECLARANT FOR A NOTICE INDICATING APPROVAL.

ANY CHANGES TO THE APPROVED PLANS SHALL BE REVIEWED BY THE
DECLARANT.

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 an 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.

(2) ENFORCEMENT

Should any person violate or attempt to violate any of the provisions of these 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 and authority to prosecute any proceeding 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. Enforcement is a civil matter and not the responsibility of the city of Dayton.

(3) EXPENSES AND ATTORNEY’S FEES

In the event any person or persons owning any real property embraced within the plat of Palmer Creek Subdivision including the declarant, shall bring any suit or action to enforce these covenants, the prevailing property 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 thereafter.

(4) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(5) LIMITATION OF LIABILITY OF DECLARANT

Neither declarant nor any officer or director thereof, shall be liable to any owner on account of any action or failure to act 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.


PALMER CREEK SUBDIVISION

PACIFIC EMPIRE DEVELOPERS, INC.

By Curtis D. Walker, President

ACKNOWLEDGEMENT:

STATE OF OREGON S.S.
COUNTY OF YAMHILL

THIS CERTIFIES THAT ON THIS 17th DAY OF JULY, 1996, PERSONALLY APPEARED THE ABOVE NAMED CURTIS D. WALKER, AS PRESIDENT OF PACIFIC EMPIRE DEVELOPERS, INC., AN OREGON CORPORATION, KNOWLEDGES THE FOREGOING INSTRUMENT TO HIS VOLUNTARY ACT AND DEED.

[Signature]

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/00
Pamela Creek Addition
Situated in the South 1/2 of Section 17 and the North 1/2 of Section 20, T. 4 S., R. 3 W., W.M.
City of Dayton
Yamhill County, Oregon

Surveyed: July 2, 1996
Job No. 9330

DECLARATION

Know all persons by these presents: That Pacific Empire Development, Inc., as owner, contractors, and workmen, submitted and dedicated the annexed plat of "Pamela Creek Addition" as shown in the accompanying surveyors' certificate to the City of Dayton and Yamhill County, and do hereby certify that all streets and works herein shown are in accordance with the ordinances shown on the plat and do hereby dedicate to use of the public all streets shown on said plat.

Curtis W. Hull
Curtis W. Hull, President
Pacific Empire Development, Inc.

ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF

BE IT PROVED: That on this 2nd day of July, 1996, before me, a notary public in and for Yamhill County, personally appeared Curtis W. Hull, who did swear to the truth and exactness of the above plat and certificate.

Notary Public for the State of Oregon
By Commission Expires: 9-2-1998

SURVEYOR'S CERTIFICATE

L. Edmonson, 30 years old, duly appointed and sworn to, do certify and declare that the plat shown on the annexed plat of "Pamela Creek Addition" is to the best of my knowledge and belief correct and in accordance with the surveys made by the said plaintiffs, and do hereby certify that the street and works shown in said plat are in accordance with the laws, ordinances, and regulations of the City of Dayton and Yamhill County, Oregon.

Consent Affidavit #199613334
C.C. $R #199613336
Agreement #199613337

NARRATIVE

1) The purpose of the survey was to subdivide parcel 1 of partition plat no. 1985-70 into lots as shown.

2) I held points A and B for basis of bearings as per partition plat no. 1985-70

AGREEMENT BETWEEN THE CITY OF DAYTON & THE DEVELOPER

1. The City shall not erect any building permits until the plan set hereinafter been completed in compliance with city standards as determined by the city engineer.

2. The developer and/or the grantee of the Pamela Creek Subdivision shall remain responsible for completion of the plan set improvements.

STATE OF OREGON
COUNTY OF YAMHILL

L. Yamhill County Clerk and Recorder do hereby certify that the above plat was received and duly recorded by the said recorders of said county, and that the same is a true and correct copy of the plat on file in the office of said recorder.

Yamhill County Clerk and Recorder

APPROVALS

APPROVED THIS 22nd DAY OF AUGUST, 1996

Alفرح هجلاط
City of Dayton Planning Commission Chairman

APPROVED THIS 22nd DAY OF AUGUST, 1996

Agreement

APPROVED THIS 13th DAY OF AUGUST, 1996

Robert Steterna
Yamhill County Commissioner

APPROVED THIS 13th DAY OF AUGUST, 1996

Tanner L. Anderson
Yamhill County Commissioner

APPROVED THIS 23rd DAY OF JUNE, 1997

Julie Stilgenbaur
Yamhill County Clerk

Pursuant to O.S. 22-616, all taxes have been paid on bond posted to the date of June 30, 1997

Recorded in Official Yamhill County Records

TAN 1R PAGE 307-310

SHEET 4 OF 4