DECLARATION OF PARKSIDE

PROTECTIVE COVENANTS: CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Arthur C. Piculell, Jr., Hereinafter called the "Declarant," does hereby declare as follows:

WHEREAS, Declarant is the Seller of the real property in Yamhill County, Oregon, known as Parkside the same appears in the Plat recorded in Book 1945, Page 1762 of Plat records of Yamhill County.

WHEREAS, Declarant desires to declare of public record his intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above except for lot 25 shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements and (CC&Rs) shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed thirty five (35) feet in height and a private garage for not less than two (2) cars. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot and has been approved by the Architectural Control

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK

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Committee, as designated by Declarant. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a home.

2. **DWELLING SIZE**

The minimum square footage of any home within this subdivision shall be 1,400 square feet for a single level and 1,500 square feet for a multi-level. These minimums are exclusive of garages and open porches.

3. **EASEMENTS**

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense except for improvements for which a public authority or utility is responsible.

4. **OFFENSIVE ACTIVITIES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. **ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) dogs, cats or other household pets) may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. **SIGNS**

No signs shall be erected or maintained on any lot (excluding Parkside entry signs) except that not more than one "FOR SALE" or "FOR RENT" sign placed by the owners, Declarant or by a licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not
be a violation of the controlling governmental sign ordinances.

7. PARKING

Parking of boats, trailers, motor homes, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of the property nor on public street adjacent thereto excepting only within the confines of an enclosed garage or behind a sight obscuring fence of approved design. Each dwelling must have off street parking spaces for at least four vehicles. Garages bays may be counted for the purposes of meeting this requirement.

8. VEHICLES IN DISREPAIR

No lot shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot 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 due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots.

10. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric T.V. cable, or telephone utility facilities provided.
12. **COMPLETION OF CONSTRUCTION**

   The construction of any building on any lot, including private lot drainage, painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

13. **LANDSCAPE COMPLETION**

   All front, rear and side yard landscaping and tree removal must be completed pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural control Committee and the Committee's approval is obtained.

14. **FENCES AND HEDGES**

   The maximum height of a site obscuring fence or hedge on any lot shall be five (5) feet with exception of the fence bordering Lafayette Street or Wortman Park which shall be six (6) feet tall. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction. No fence, hedge or wall shall be erected without prior written approval of the Architectural Control Committee.

15. **ANTENNAS AND SERVICE FACILITIES**

   No exterior antennas or satellite dishes of any kind shall be permitted, except "Digital Satellite Systems" are permitted. The dish may not exceed 25 inches in diameter. Clothes lines and other service equipment shall be screened so as not to be viewed from any street.

16. **EXTERIOR MATERIALS**
Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate Contract for purchase of lots in this subdivision. Roofing materials must be cedar shingle, cedar shake, tile or composition shingle (G.A.F.) Timberline Ultra 30 year limited warranty or like quality. The exterior siding material shall be cedar, stone, bricks, stucco or L.P. lap siding. Dwellings shall be double wall construction. T-ONE ELEVEN plywood or other pressed wood sheet siding shall not be permitted. Windows and exterior doors shall be wood or approved vinyl. Windows not facing streets may be approved anodized aluminum. Garage doors can be either of wood or metal construction. In appropriate circumstances the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Parkside.

17. EXTERIOR FINISH

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail box and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by the Declarant prior to construction unless otherwise dictated by the U.S. Postal Service.

18. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any street at any time after occupancy of dwelling.
19. **MAINTENANCE OF LANDSCAPING NEXT TO LAFAYETTE AVENUE**

The Owners of lots 9, 10, 11, 12, 13, and 14 will maintain landscaping and fencing along Lafayette Avenue in the manner it is originally designed and constructed.

20. **STREET TREES**

It shall be the responsibility of individual lot owners to deposit into an escrow account at time of purchase, the amount of One Hundred Twenty Dollars ($120.00) for each lot owned to plant street trees that are required within the curbside planting strips of each lot. Said trees will be planted in accordance with a plan to be approved by the Landscape Review Committee of the City of McMinnville. All streets trees shall have a two-inch minimum caliper, exhibit size and growing characteristics appropriate for the particular planting strip, and be spaced as appropriate for the selected species and as may be required for the location of above ground utility vaults, transformers, light poles, and hydrants. Street trees must be planted within two years of platting or after substantial completion of the houses in Parkside, which ever comes first. Street trees must be maintained for a one year period after planting and replaced if they die for any reason by the individual lot owners.

21. **EXISTING TREES**

Existing trees greater than 9 inches DBH (diameter at breast height) shall not be removed without prior review and written approval of the Planning Director of the City of McMinnville. In addition, all trees shall be protected during home construction. A plan for such protection must be submitted with the building permit application and must meet with the approval of the Planning Director. The Director may permit a reduction or require an increase in normally required setbacks to avoid the removal of existing trees. In no case shall the front opening of a garage be less than 20 feet from the curb face.

**ARTICLE II**

**ARCHITECTURAL CONTROL COMMITTEE**

1. **ARCHITECTURAL REVIEW**

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the
nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing structures as to location, topography and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee's consent is required.

(a) **MAJOR CONSTRUCTION**

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A Plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant materials. The parking strip shall be included in the landscaping plan.

The Architectural Control Committee shall render its decision with respect to the proposal after it has received all required materials.

(b) **MINOR WORK**

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, swimming pools construction or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.
2. ARCHITECTURAL CONTROL COMMITTEE DECISION

The Committee may, at its sole discretion withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarant intends for the subdivision. The Committee will take into account considerations such as siting, shape, size, color, design, height, and impairment of the view from other lots within this subdivision. Effects on the enjoyment of other lots or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

3. MEMBERSHIP: APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at his principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.

4. LIABILITY

Neither the Architectural Control Committee nor any member thereof shall be held liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. ACTION

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.
6. NONWAIVER

Consent by the Architectural Control Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7. EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.

ARTICLE III

GENERAL PROVISIONS

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy-five (75) percent of the owners of the lots in Parkside. The Declarant has the sole and exclusive authority to terminate, revoke, or amend these covenants and restrictions until the last lot has been sold and built upon.

2. ENFORCEMENT

In the event of any violation of any of the provisions of this declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to
enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred.

3. **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.

4. **LIMITATION OF LIABILITY OF DECLARANT**

Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant have, in accordance with actual knowledge possessed by them, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereto set his hand this 27th day of December, 1994.

1995.

[Signature]

ARTHUR C. PICULELL, JR.

STATE OF OREGON

COUNTY OF Multnomah

I, Deborah Millsap, a Notary Public for the State of Oregon, hereby certify that on the 27th day of December, 1995, personally appeared before me Arthur C. Piculell, Jr., who being duly sworn did acknowledge the execution of the foregoing instrument to be their free and voluntary act.

Deborah Millsap
Notary Public for Oregon
My Commission expires: 6/18/97
Amendment to
Declaration of Parkside
Protective Covenants: Conditions and Restrictions

The Declarant hereby deletes the first sentence of the fourth paragraph of page one (1).
The Declarant hereby adds by amendment the first sentence of the fourth paragraph of page one (1) which states:

Now, THEREFORE, the Declarant hereby declares that all of the properties described above except for Parcel "C", the legal description of which is attached at Exhibit "A", shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof.

The Declarant hereby adds by Amendment the last two (2) sentences to Article I, Paragraph 1 which states:

All structures in said subdivision shall be constructed entirely on site.
Exterior walls may be framed and sided off site.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set his hand this 31st day of July, 1996.

Arthur C. Piculell, Jr.

Arthur C. Piculell, Jr.

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK
15.00

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State of Oregon  
)  
) ss.
County of Multnomah  

I, Mary A. Brou, a Notary Public for the State of Oregon, hereby certify that on the 31st day of July 1996, personally appeared before me Arthur C. Piculell, Jr., who being duly sworn did acknowledge that the execution of the foregoing instrument to be his free and voluntary act.

Mary A. Brou
Notary Public for Oregon
My commission expires 4/28/2000
EXHIBIT "A"

Being a part of Lots 22 and 25 of PARKSIDE, a subdivision situated in the Northwest 1/4 of Section 15 and the Northeast 1/4 of Section 16, Township 4 South, Range 4 West, of the Willamette Meridian in the City of McMinnville, Yamhill County, Oregon, described as follows:

Beginning at the Easterly Northeast corner of Lot 22 of PARKSIDE subdivision, said point being on a Southerly margin of Gibbs Circle; thence South 38°13'59" West 68.32 feet to the Easterly Northeast corner of Lot 25 of PARKSIDE subdivision; thence South 38°13'59" West 88.55 feet to the Southeast corner of said Lot 25, said corner being a point on a curve having a radius of 100.00 feet and being concave to the South and being right of way of Gibbs Circle; thence Westerly 71.27 feet along said curve (Chord= North 85°52'08" West 69.77 feet) to the beginning of a curve having a radius of 20.00 feet and being concave to the North; thence Easterly 19.04 feet along said curve (Chord= North 79°01'03" West 18.33 feet); thence North 51°45'00" West 25.79 feet to the beginning of a curve having a radius of 76.50 feet and being concave to the Northeast; thence Northwesterly 27.60 feet along said curve (Chord=North 41°24'49" West 27.45 feet); thence North 31°04'39" West 3.52 feet; thence North 49°19'38" East 193.07 feet to a point on a Southerly margin of said Gibbs Circle; thence South 57°07'34" East 93.40 feet to the POINT OF BEGINNING.

TOGETHER WITH a 10 foot wide sanitary sewer line easement across Lot 25 of PARKSIDE, a subdivision situated in the Northwest 1/4 of Section 15 and the Northeast 1/4 of Section 16, Township 4 South, Range 4 West, of the Willamette Meridian in the City of McMinnville, Yamhill County, Oregon, said easement to serve Parcel C of Survey CS 10602, the perimeter of which is described as follows:

Beginning at the most Westerly corner of Lot 25 of PARKSIDE subdivision, said point being on a Northerly margin of Gibbs Circle; thence South 31°04'39" East 47.59 feet along the Northerly margin of Gibbs Circle to the TRUE POINT OF BEGINNING; thence North 59°50'57" East 70.99 feet; thence South 30°09'03" East 4.07 feet; thence South 49°19'38" West 32.47 feet; thence South 59°50'57" West 38.90 feet to the Northerly margin of Gibbs Circle; thence North 31°04'39" West 19.00 feet to the TRUE POINT OF BEGINNING.
PARKSIDE
AN R-2 P.D. DEVELOPMENT
CITY OF McMinnville ORDINANCE No. 4573A

SHEET 2 of 2

NOTE: PURSUANT TO CITY OF McMinnville ORDINANCE No. 4282, PARK FEES SHALL BE PAID AT EACH LOT AT THE TIME OF APPLICATION FOR BUILDING PERMIT.

LOTS WITHIN THIS SUBDIVISION SHALL NOT HAVE DIRECT EASEMENT ACCESS TO LAFFERTY AVENUE, AND/OR MICHIGAN STREET.

THIS PLAN IS SUBJECT TO CONDITIONS, EASEMENTS AND RESTRICTIONS RECORDED 10/95/457

DECLARATION

ATTORNEYS

A. C. FRECKEL, JR.
TRUSTEE

VANDERHOOF SANDO
TRUSTEE

ARTICLES

A. C. FRECKEL, JR.
TRUSTEE

VANDERHOOF SANDO
TRUSTEE

ATTEST:

McMinnville County Clerk

RECORDING

COUNTY OF McMinnville
STATE OF OREGON

RECORD OF POLICE DEED

COUNTY OF McMinnville
STATE OF OREGON

RECORD OF FARMER DEED

COUNTY OF McMinnville
STATE OF OREGON

INTERIOR CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 32.070, THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PERMANENT MONUMENTS, AN ATTESTATION OF WHICH BEEN PREPARED REGARDING THE SETTING OF SUCH MONUMENTS AND IT IS RECORDED IN:

McMinnville County Surrour