DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO PROSPECT PARK

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS
APPLICABLE TO PROSPECT PARK.

WHEREAS, PACIFIC EMPIRE BUILDERS, INC. AND DOUGLAS C. HARNER,
HEREINAFTER REFERRED TO AS THE DECLARANT, IS OWNER OF CERTAIN
REAL PROPERTY LOCATED IN YAMHILL COUNTY, IN THE STATE OF OREGON,
KNOWN AS PROSPECT PARK, 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 PROSPECT PARK RECORDED IN FILM VOLUME 3
PAGE 146 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

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 DETACHED SINGLE FAMILY DWELLING NOT TO
EXCEED TWO AND ONE HALF (2 1/2) STORIES OR 35' IN HEIGHT AND AN
ATTACHED PRIVATE GARAGE FOR NOT LESS THAN TWO (2) CARS. THE
FORGOING 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. IN NO EVENT SHALL THE LOT COVERAGE EXCEED 30%.

THE PROVISIONS OF THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT THE RIGHT OF ANY HOMEBUILDER 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 PROSPECT PARK.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF NEWBERG 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 1400 SQUARE FEET. THERE SHALL BE A MINIMUM BUILDING SETBACK OF TWENTY (20) FEET FROM THE FRONT AND REAR PROPERTY LINES AND A MINIMUM OF FIVE (5) FEET FOR SIDE YARDS OF ONE STORY BUILDINGS AND A MINIMUM OF SEVEN (7) FEET FOR TWO STORY BUILDINGS. THE MINIMUM FRONT YARD SETBACK SHALL NOT EXCEED 150% OF ANY ADJACENT, EXISTING RESIDENCE OR THIRTY (30) FEET IF ADJACENT LOTS ARE VACANT. IN NO CASE SHALL THE MINIMUM FRONT YARD SETBACK EXCEED FIFTY (50) FEET.

(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 NUISANCE 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 SHRUBBERY WHICH SHALL IN NO EVENT PROTRACT 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. 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 Newberg 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 reasonable number of dogs, 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 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 NEWBERG. NO OUTDOOR OVERHEAD WIRE OR SERVICE DROP FOR THE DISTRIBUTION OF ELECTRIC ENERGY OR THE TELE-COMMUNICATION PURPOSES, NOR ANY POLE, TOWER OR OTHER STRUCTURE SUPPORTING SAID OUTDOOR OVERHEAD WIRES SHALL BE ERECTED, PLACED, OR MAINTAINED WITHIN PROSPECT PARK. 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, WREEDS, DEBRIS, AND THE GRASS THEREON CUT OR MOWED AT SUFFICIENT INTERVALS TO PREVENT CREATION OF A NUISANCE OR FIRE HAZARD.

(14) BUSINESS AND COMMERCIAL USES

NO GOODS, EQUIPMENT, VEHICLES, MATERIALS OR SUPPLIES USED IN CONNECTION WITH ANY TRADE, 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 PROSPECT PARK.

(15) LANDSCAPE COMPLETION

ALL FRONT YARD LANDSCAPING MUST BE COMPLETED WITHIN SIX (6) 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. CLOTHES LINES AND OTHER SERVICE FACILITIES SHALL BE SCREENED SO AS NOT TO BE VIEWED FROM THE STREET OR OTHER LOTS. ANTENNA SATELLITE DISHES ARE NOT ALLOWED ON ANY LOT.

(17) EXTERIOR MATERIALS AND FINISHES

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.

EACH DWELLING SHALL BE CONSTRUCTED USING CONVENTIONAL DOUBLE-WALL WOOD FRAMING.

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. NO T-111 IS ALLOWED.

ALL ROOFING SHALL BE ARCHITECTURAL 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 PROSPECT PARK 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 COMMENCED 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.

(3) EXPENSES AND ATTORNEY’S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY EMBRACED WITHIN THE PLAT OF PROSPECT PARK 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.


PACIFIC EMPIRE BUILDERS, INC.

Curtis D. Walker, President

ACKNOWLEDGEMENT:
STATE OF OREGON
COUNTY OF YAMHILL

THIS CERTIFIES THAT ON THIS 11th DAY OF OCTOBER 1991, BEFORE ME APPEARED CURTIS D. WALKER, WHO BEING DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF PACIFIC EMPIRE BUILDERS, INC., AND ACKNOWLEDGED TO ME THAT HE EXECUTED THIS DOCUMENT FREELY AND VOLUNTARILY ON BEHALF OF THE CORPORATION.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 09/26/92
S. V. MANZAR

STATE OF OREGON
COUNTY OF YAMHILL

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 10/26/92
S. V. MANZAR

BE IT REMEMBERED, That on this 23rd, 24th day of OCTOBER 1991, RESPECTIVELY, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARK F. BARTLETT AND PATRICIA A. BARTLETT, 10/22/91, AND JUDE W. MCMANUS, 10/24/91, AND DIANNA L. MCINTYRE, 10/24/91, AND DOUGLAS W. MCINTYRE, 10/25/91.,

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN Testimony WHEREOF, I, my official seal

BERNICE LANE
NOTARY PUBLIC, OREGON
My Commission Expires: 09/26/92
PROSPECT PARK

A REPLAT OF A PORTION OF "PARKWAY SUBDIVISION"
IN THE OLIVER J. WALKER D.L.G. NO. 53, IN THE N.W. 1/4 OF THE N.E. 1/4, SEC. 18, T 3S, R 2W, W.M.
IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON
PROSPECT PARK

A REPLAT OF A PORTION OF "PARKWAY SUBDIVISION"
IN THE OLIVER J. WALKER D.L.C NO 53, IN THE N.W. 1/4 OF THE N.E. 1/4, SEC. 18, T 33S, R 2W, W.M.
IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SUSAN'S CERTIFICATE:

I, Clarence E. Baker, being first sworn, do hereby certify that I have surveyed and marked the described land herein referred to as "PROSPECT PARK" which is described as follows:

Beginning at a 2-inch by 3-inch galvanized iron pipe set 6 inches below the surface of the ground at a point marking the Northwest corner of Lot 1, Block 1, TERNIER LANE, as said subdivision is plotted and recorded in Book of Town Plats for Yamhill County, Oregon, which point locates South 0'01"00'00" West 562.77 feet and North 0'01"00'00" East 30.01 feet from the Northwest corner of the Oliver J. Walker Donation Land Claim No. 53 in the Northwest quarter of Section 18, Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon; thence South 0'01"00'00" West along the west boundary of the North line of said lot, 30.01 feet to a point on the West line of said Walker Claim; thence North 0'01"00'00" East along said claim line, 562.77 feet to the Northwest corner thereof; thence North 0'01"00'00" West along the North line of said claim, 30.01 feet to a point on the West line of TERNIER'S SOUTH LANE, as said subdivision is plotted and recorded in Book of Town Plats for Yamhill County, Oregon; thence South 0'01"00'00" East along said claim line, 1.45 feet to a point on the North line of Block 1, PARKWAY SUBDIVISION as said subdivision is plotted and recorded in Book of Town Plats for Yamhill County, Oregon; thence North 0'01"00'00" West along said North line, 1.45 feet to the Northwest corner of said Block 1; thence South 0'01"00'00" East along the North line of said Block 1, 177.11 feet to a point on the west boundary of the North line of Block 1, of said subdivision; thence North 0'01"00'00" West along said North line, 5'10.90 feet, thence East along the center of the east bound street, 199.84 feet; thence South 0'01"00'00" West along the center of the west bound street, 199.84 feet to a point on the west boundary of the South line of said Block 1; thence South 0'01"00'00" East along the west boundary of the South line of said Block 1, 28.50 feet to a point on the East line of said Block 1; thence South 0'01"00'00" West along the East line of said Block 1, a distance of 182.81 feet to the Southeast corner thereof; thence North 0'01"00'00" East along the South line of said Block 1, a distance of 427.67 feet, to the point of beginning and containing 7,911.90 acres of land, more or less.