RESPRATONS, CONDITIONS AND COVENANTS APPLICABLE TO
Quail Meadow Phase 2

This Declaration of Protective Covenants is applicable to Lots 30 through 57 inclusive, and excepts Tract D as designated on the plat.

Whereas, Park West Properties, Inc., an Oregon Corporation, herein after referred to as Declarant, is owner in fee simple of certain real property located in the City of Newberg, County of Yamhill, State of Oregon, known as Quail Meadow Phase 2, a duly recorded plat, and whereas, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property.

Now Therefore, the Declarant does hereby certify and declare that the following reservations, conditions and covenants shall become and are hereby made a part of all conveyances of Lots 30 through 57 inclusive, within the plat of Quail Meadow Phase 2, recorded December 29, 1989 in Cabinet A, Lot 175 of Plat records of Yamhill County, Oregon, and that the following reservations and covenants shall by reference become a part of such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

A. 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 stories in height and a private garage. The foregoing provisions shall not exclude the construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, 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.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder 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 sales office or a model home for purposes of sales in Quail Meadow Phase 2.

(2) Dwelling Size

The main level of the dwelling, exclusive of one-story open porches and garage shall not be less that 950 square feet of floor space.

(1)
(3) Building Setbacks

All dwelling constructed upon said property shall conform to the setback restrictions as defined in the City of Newberg ordinances, unless a variance is granted through approved procedure.

(4) Basements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear 5 feet, and the front 5 feet of each lot, within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

(5) 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.

(6) Temporary Structures

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

(7) Parking

Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(8) Fences and Hedges

Planting or site obscuring fences shall not exceed 4 feet in height in the front yard or on the side lot lines.foward of the building line with the greatest setback on the lot of the adjoining residential lot. The maximum height of a site obscuring fence located on the remainder of the lot shall not exceed 6 feet in height. All fences shall be of a wood construction and shall not detract from the appearance of the dwelling house located upon the lot, detract from the appearance of the dwelling houses located on the adjacent lots or be offensive to the owners or occupants thereof.
(9) **Signs**

No signs 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, not exceeding 24 inches high and 36 inches long, may be temporarily displayed on any lot, and except one professions sign of not more than 3 square feet which must comply with the City of Newberg sign ordinances. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner. This restriction shall not prohibit subdividers from using larger signs during the initial sales period.

(10) **Livestock**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(11) **Garbage and Refuse Disposal**

No lot 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 manner.

(12) **Utilities**

All plumbing facilities shall comply with the requirements of the Building Code of the City of Newberg. 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 outdoor overhead wires shall be erected, placed, or maintained within Quail Meadow Phase 2 lots within this subdivision.

(13) **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 declarations, conditions, and 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, the Declarant or any other person or persons owning any real property embraced within the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the 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.

Should the Declarant employ counsel to enforce any of these Covenants, Conditions or Restrictions, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Declarant shall have a lien upon such lot or lots to secure the payment of all such accounts.

(3) **Severability**

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

In witness Whereof, the undersigned being the Declarant herein, has hereunto set its hand this 12th day of January, 1990.

PARK WEST PROPERTIES, INC.

BY: Richard K. Brown, President

STATE OF OREGON

| ss. |

COUNTY OF YAMHILL

The foregoing instrument was acknowledged before me this 12th day of January, 1990 by Richard K. Brown, President of PARK WEST PROPERTIES, INC., an Oregon Corporation, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires: 5/6/93

09902
ADDENDUM TO COVENANTS AND RESTRICTIONS

THIS ADDENDUM, made this 12th Day of September, 1990, by PARK WEST PROPERTIES, INC., and Oregon Corporation,
WHEREAS, the above named corporation did install certain Covenants and Restrictions concerning certain real premises as described in Covenants and Restrictions recorded in Film Volume 240 Page 0778 Deed and Mortgage Records, Yamhill County, Oregon, and
WHEREAS, it is the desire of said corporation to clarify and make more definite item no. A. (2) DWELLING SIZE.

NOW THEREFORE, said paragraph is hereby amended to read as follows:
The minimum dwelling size, exclusive of one-story porches and garage shall not be less that 950 square feet of floor space; In the event of construction of a two-story dwelling the minimum square footage for the first floor, exclusive of one-story open porches and garage shall not be less than 650 square feet of floor space.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED that all other terms and conditions of the said Covenants and Restrictions shall remain in full force and effect excepting as herein modified.

Dated this 12th Day of September, 1990, signed by the owner of a majority of the platted lots.

PARK WEST PROPERTIES, INC.

By: Richard K. Bro (STATE OF OREGON)
    Richard K. Bro (COUNTY OF YAMHILL)

WAHLWOOD HOMES, INC.

By: William P. Wahl

William P. Wahl as an individual

[Signature]
CHARLES STERN, COUNTY CLERK
STATE OF OREGON,

County of YAMHILL } ss. On this 12 day of September, 1990,
before me appeared RICHARD K. BROWN ____________________________________________ and

__________________________________________

both to me personally known, who being
duly sworn, did say that he, the said
RICHARD K. BROWN

is the President, and

of PARK WEST PROPERTIES, INC.

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and

Richard K. Brown ________________________________________________

acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires 5-5-91.

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STATE OF OREGON,

County of YAMHILL } ss. On this 13 day of September, 1990,
before me appeared WILLIAM F. WAHL ____________________________________________ and

__________________________________________

both to me personally known, who being
duly sworn, did say that he, the said
WILLIAM F. WAHL

is the President, and

of WAHLOM BONES, INC.

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and

WILLIAM F. WAHL ________________________________________________

acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires 5-5-91.

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STATE OF OREGON,

County of YAMHILL } ss. BE IT REMEMBERED, That on this 13 day of September, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

__________________________________________

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that

HE __ executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires 5-5-91.