DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO RIDGEVIEW ESTATES

DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS IS APPLICABLE TO RIDGEVIEW ESTATES.

WHEREAS, DOUGLAS C. HARNA DBA PACIFIC CONSTRUCTION HEREAFTER REFERRED TO AS THE DECLARANT, IS OWNER OF CERTAIN REAL PROPERTY LOCATED IN YAMHILL COUNTY, IN THE STATE OF OREGON, KNOWN AS RIDGEVIEW ESTATES, A DULLY RECORDED PLAT;

WHEREAS, THE DECLARANT IS DESIRING 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 LAND WITHIN THE PLAT OF RIDGEVIEW ESTATES RECORDED IN FILM VOLUME 3 PAGE 432-433 MICROFILM RECORDS OF YAMHILL COUNTY, OREGON, RECORDED ON DECEMBER 20, 1993 AND PARCELS 1 AND 2 IN PARCEL PLAT NO. 94-21, RECORDED MAY 4, 1994 IN VOLUME 3, PAGE 477, PLAT 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. IN NO EVENT SHALL THE LOT COVERAGE EXCEED 50%.

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Recorded in Yamhill County, Oregon

CHARLES STEIN, COUNTY CLERK

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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 RIDGEVIEW ESTATES.

ALL BUILDINGS CONSTRUCTED SHALL CONFORM TO EXISTING CITY OF DUNDEE 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 2200 SQUARE FEET FOR A ONE STORY DWELLING. THE TOTAL LIVING LEVELS OF MULTI-LEVEL DWELLINGS SHALL NOT BE LESS THAN A TOTAL OF 2200 SQUARE FEET. THE BUILDING SETBACKS SHALL CONFORM WITH THE CITY OF DUNDEE ORDINANCE FOR R-1 ZONING. THE LOCATION OF THE STRUCTURE ON THE BUILDING SITE AND THE LANDSCAPING SHALL BEAR SUCH AN OVER-ALL RELATION TO THE ADJACENT PROPERTIES AS TO CREATE AN AESTHETICALLY PLEASING OVERALL APPEARANCE AND TO MAINTAIN VIEWS.

(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

NO HOUSE TRAILER, LIVING TRAILER, SELF-PROPELLED VEHICLE, BOAT OR BOAT TRAILER OF ANY TYPE SHALL BE PARKED ON ANY STREET OR BUILDING SITE PERMANENTLY, IF VISIBLE FROM THE STREET, OR ADJOINING SIDE LOTS. NO PAINTING, REPAIRING OR MECHANICAL WORK, OTHER THAN CUSTOMARY MAINTENANCE WORK AND MINOR EMERGENCY REPAIRS, SHALL BE DONE ON ANY BUILDING SITE EXCEPT IN ENCLOSED AREAS APPROVED BY THE BOARD IN WRITING, WHICH AREAS SHALL BE SUFFICIENTLY SCREENED FROM THE STREET AND ADJACENT LOTS TO ELIMINATE ANY POSSIBILITY OF A NUISANCE BEING CREATED BY STORAGE OF SUCH ITEMS OR ACTIVITIES INVOLVING SUCH ITEMS.

(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 Dundee 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.

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(12) **UTILITIES**

All plumbing facilities shall comply with the requirements of the plumbing code of the city of Dundee. 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 Ridgeview Estates. 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 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 Ridgeview Estates.

(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. Clothes lines 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" 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. SUB-SHEATHING SHALL BE WAFFERBOARD OR PLYWOOD.

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.

EACH PROPERTY OWNER, AT THE OWNER'S EXPENSE, SHALL ERECT ENTRY POSTS ON EACH SIDE OF THE DRIVEWAY STREET ENTRANCE OF A DESIGN AND MATERIALS AS DETERMINED BY THE BOARD.

ALL ROOFING SHALL BE 30 YEAR 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 RIDGEVIEW ESTATES 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.

(D) $100.00 ARCHITECTURAL REVIEW FEE

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

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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) SCOPE AND DURATION

ALL THE FOREGOING COVENANTS AND RESTRICTIONS ARE IMPOSED UPON
SAID PROPERTY FOR THE DIRECT BENEFIT THEREOF AND OF THE OWNERS
THEREOF AND THE REMAINDER OF THE REAL PROPERTY DESCRIBED IN FILM
VOLUME 3, PAGE 432-433, YAMHILL COUNTY BOOK OF TOWN PLATS
RECORDED ON DECEMBER 20, 1993 AND PARCELS 1 AND 2 IN PARTITION
PLAT NO. 94-21, RECORDED MAY 4, 1994 IN VOLUME 3, PAGE 477, PLAT
RECORDS OF YAMHILL COUNTY, OREGON; AND THE OWNERS THEREOF, AS A
PART OF A GENERAL PLAN OF IMPROVEMENTS, DEVELOPMENT, BUILDING,
OCUPATION AND MAINTENANCE; AND SHALL RUN WITH THE LAND AND SHALL
BE BINDING UPON ALL OF THE OWNERS OF SAID PROPERTY AND ALL
PERSONS CLAIMING UNDER THEM, AND CONTINUE TO BE IN FULL FORCE AND
EFFECT FOR A PERIOD OF 25 YEARS FROM THE DATE THIS DECLARATION IS
RECORDED. AFTER SAID 25-YEAR PERIOD, THE COVENANTS AND
RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE
PERIODS OF 10 YEARS EACH, UNLESS AN INSTRUMENT, SIGNED BY THREE-
FOURTHS OF THE THEN OWNERS OF RECORD OF SAID PROPERTY, HAS BEEN
RECORDED, AGREING TO AMEND THIS DECLARATION IN WHOLE OR IN PART
OR TO TERMINATE SAID DECLARATION.

(2) AMENDMENTS

THESE RESTRICTIONS MAY BE AMENDED AT ANY TIME, AND FROM TIME TO
TIME, BY AN INSTRUMENT IN WRITING SIGNED BY DECLARANT SO LONG AS
DECLARANT IS AN OWNER OF THE ORIGINAL LOT OF RECORD IN THE
SUBDIVISION, AND THEN AFTERWARDS BY THREE-FOURTHS OF THE THEN
OWNERS OF RECORD OF SAID PROPERTY, WHICH SAID WRITTEN INSTRUMENT
SHALL BECOME EFFECTIVE UPON ITS RECORDING IN THE OFFICE OF THE
COUNTY RECORDER OF YAMHILL, STATE OF OREGON.

(3) 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

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DAMAGES SUSTAINED BY REASON OF SUCH VIOLATION. FAILURE BY ANY
OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREBIN CONTAINED
SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO
THEREAFTER.

(4) EXPENSES AND ATTORNEY’S FEES

IN THE EVENT ANY PERSON OR PERSONS OWNING ANY REAL PROPERTY
EMBRACED WITHIN THE LIMITS OF RIDGEVIEW ESTATES 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
SUITS OR ACTIONS, INCLUDING SUCH AMOUNTS AS THE COURT MAY DETERMINE
TO BE REASONABLE ATTORNEY’S FEES AT TRIAL AND UPON ANY APPEAL
THEREAFTER.

(5) SEVERABILITY

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT
ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH
SHALL REMAIN IN FULL FORCE AND EFFECT.

(6) 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 HERUNDER, PROVIDED
THAT DECLARANT, HAS IN ACCORDANCE WITH ACTUAL KNOWLEDGE POSSESSED
BY IT, ACTED IN GOOD FAITH.

IN WITNESS WHEREOF, THE UNDERSIGNED BEING THE DECLARANT HEREIN,
HAS HEREBY TO SET ITS HAND ON THIS ___ DAY OF December,
1995.

DOUGLAS C. HARNAR DBA
PACIFIC CONSTRUCTION

ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF YAMHILL

THIS CERTIFIES THAT ON THIS __ DAY OF December,
1995, BEFORE ME APPEARED CURTIS D. WALKER, WHO BEING DULY SWORN,
ACKNOWLEDGED THIS DECERTIFICTICLE FREELY AND VOLUNTARILY.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 5/15/96

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SURVEYOR'S CERTIFICATE:

I, DONALD C. COOLEY, a registered land surveyor in the
State of Oregon, do hereby certify that I have correctly
surveyed and marked with proper monuments, S.85'E80", IRON RODS BEARING N.85'E80", INSIDE THE FOLLOWING
LINES OF LOT 28, BLOCK 5, CASTLE VIEW TERRACE,
THENCE ALONG SAID SOUTH LINE AND THE EASTERN EXTENSION
THENCE ALONG SAID SOUTH LINE AND THE EASTERN EXTENSION
THENCE ALONG A POINT ON THE EAST LINE OF LOT 29, DUNDEE
ORCHARD HOMES NO. 1, AND SAID SOUTH LINE, THE LINES
APPROVED:
APPROVED THIS 30TH DAY OF DEC., 1993.

Donald C. Cooley, Commissioner

RIDGEVIEW ESTATES
LOCATED IN THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF
SECTION 29, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE
WILLAMETTE RIVER, BEING A PORTION OF LOTS 29 AND
30 AND ALL OF LOT 27 OF DUNDEE ORCHARD HOMES NO. 1,
IN THE JACOB SHAPIRO SUBDIVISION LAND CLAIM NO. 67,
CITY OF DUNDEE, YAMHILL COUNTY, OREGON.

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT HE, DOUGLAS C.
MARRER AND JULIE A. MARRER ARE THE TITLED OWNERS
OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE
HEREIN ATTACHED AND HAVE CAUSED THE SAME TO BE SURVEYED
AND LOTS AND LOTS AND TO BE MARKED WITH MONUMENTS.
THESE MONUMENTS BEING BEARING N.85'E80", BEARING N.85'E80".

Douglas C. Manner

ACKNOWLEDGEMENT:

STATE OF OREGON
COUNTY OF YAMHILL

This certificate that on this 30TH DAY OF DECEMBER, 1993
BEFORE ME APPEARED DOUGLAS C. MARRER AND JULIE A.
MARRER, AND THAT THEY ARE THE IDENTICAL PERSONS NAMED
IN THE FOREGOING CERTIFICATE, AND SAID INSTRUMENT
WAS EXECUTED FREELY AND VOLUNTARILY.

Dee Vann
Notary Public

NOTE:

A SUBDIVISION PLAT CONSENT AFFIDAVIT FROM LIBERTY
FIRST NATIONAL BANK. S.B. HAS BEEN RECORDED IN THE YAMHILL
COUNTY BOOK OF DEEDS.