The Village
at River Park

McMinnville, Oregon

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

Whereas, Powell Built Homes, Inc., hereinafter referred to as the declarant, is owner of certain real property located in Yamhill County, in the State of Oregon, known as The Village at River Park, Instrument #1996016944

Whereas, the declarant is desirous to declare of public record their intention 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 The Village at River Park, recorded in Plat Book __ Page __, 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.

After Recording Return To:
Powell Built Homes, Inc.
2701 Ahnuk Dr.
Newberg, Or. 97132

City of McMinnville
Attn: Planning Dept.
230 E 2nd St.
McMinnville, OR 97128

1/8

10-16-96
ARTICLE 1
PROPERTY SUBJECT TO THESE COVENANTS

INITIAL DEVELOPMENT

1.1 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 2
RESIDENTIAL COVENANTS

LAND USE BUILDING TYPE

2.1A 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, with the exception of lots 15 & 17 which are duplex lots, and an attached garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, or swimming pool, or for the storage of a recreational vehicle and/or boat 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.

2.1B The provisions of this section shall not be deemed to prohibit the right of any home builder 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 model home for the purpose of sale in The Village at River Park.

2.1C All buildings constructed shall conform to existing City of McMinnville building and Zoning codes. Included in this, no existing tree in excess of 9' at breast height will be removed without approval from the City of McMinnville Planning Director. In addition all trees shall be protected during home construction. A plan for such protection must submitted with the building permit application and must meet with the approval of the Planning Director.

2.1D There is 100 square feet located in the South West corner of lot one, The Village at River Park, that is to be set aside for the purpose of a subdivision sign. The owner of Lot 1 shall be responsible for the daily maintenance and upkeep of the 100
square foot land area. The maintenance of the sign structure is the responsibility of all subdivision property owners.

2.1E All property owners of lots 8, 9, 10, 11, are responsible for the maintenance and the keeping in good repair that portion of berm, fence and landscaping (which is located on the East side of the fence) which is located on their individual lot.

DWELLING SIZE AND SETBACKS

2.2 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 space of multi-level dwellings shall not be less than a total of 1300 square feet. There shall be a minimum building setback of [20] feet to the front property line, [20] feet to the rear property line and a minimum of [10] feet for the side yards, although the city Planning Director may permit a reduction or require an increase in the normally required setbacks to avoid the removal of existing trees. In no case shall a garage be placed less than 18' from the back edge of the sidewalk unless an off-street parking space is provided elsewhere on the site outside of the garage.

EASEMENTS

2.3 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

NUISANCES

2.4 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.

PARKING

2.5 Parking of boats, recreational vehicles, one-ton or larger trucks and other 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 [7] consecutive days or within the confines of any enclosed garage, storage port or behind a screening fence or shrubbery that shall in no event project beyond the front walls of any dwelling or garage.

VEHICLES IN DISREPAIR
2.6 No owner shall permit any vehicle that 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.

FENCES

2.7 As defined in this section, "fencing" shall mean any barrier or wall, including trees and shrubs. Planting or site-obscuring fences shall not exceed thirty inches (30") 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 appearance of the dwelling, or houses located on adjacent lots, or be offensive to the owners or occupants thereof. Owners will cooperate as much as possible on costs and design of party fences.

SIGNS

2.8 No signs shall be erected on any lot except not more than one "for sale" sign placed by owner, declarants, 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 declarants.

TEMPORARY STRUCTURES

2.9 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.

LIVESTOCK AND POULTRY

2.10 Pets, except swine, may be kept on the premises. Pets, including cats, must be contained on their owner's land and they must be limited in number, maintained in clean and healthy quarters, and kept reasonably quiet so they are not a nuisance to the neighbors. No animal may be kept, bred, or maintained for any commercial purposes.
GARBAGE AND REFUSE DISPOSAL
2.11 No lot or open space shall be used or maintained as a dumping or burying ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

UTILITIES
2.12 All plumbing facilities shall comply with the requirements of the plumbing code of the City of McMinnville. No outdoor overhead wire or service drop for the distribution of electric energy or tele-communication purposes are permitted. No pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within The Village at River 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.

MAINTENANCE
2.13 All lots, at all times, shall be kept in a neat and orderly condition free of debris, and the grass thereon mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Builders must keep construction sites in a clean and orderly condition. No trespassing on adjacent lots will be permitted without written permission from owner.

BUSINESS AND COMMERCIAL USES
2.14 No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside 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 model home for the purpose of sales in The Village at River Park. After commencing construction (permit issuance date), homes must be completed within one year.

LANDSCAPING COMPLETION

5/8
2.15 All front yard landscaping must be completed within six [6] months from the date of 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, this provision may be extended for a reasonable length of time. The developer is planting one street tree approximately every 30' of frontage. It is individual property owners responsibility to maintain street trees after initial planting and maintenance.

ANTENNAS AND SERVICE FACILITIES

2.16 Exterior antennas shall not be permitted to be placed upon the roof of any structure or 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 allowed on any lot if screened from the streets and adjacent lots.

EXTERIOR MATERIALS AND FINISHES

2.17A Each dwelling shall be constructed within a minimum square footage per Article 2, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches.

2.17B Siding material shall be natural wood materials, 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 the back three sides of the structure, not on front. Outbuildings must be painted to match residence.

2.17C All roofing shall be architectural composition, tile, wood or metal. Window frames will be wood or vinyl.

2.17D The location, color, size, design, lettering and other particulars for the paper delivery boxes shall be subject to approval of the declarants.

ARTICLE 3

ARCHITECTURAL CONTROL

3.1 Architectural control shall be by the declarant. All homes are to be built only by a general contractor making his living in construction. General contractor must be licensed and bonded in the State of Oregon and must be covered by general liability insurance. All employees must be covered by workmen’s compensation insurance. All
general contractors, plans and specifications of houses to be constructed in The Village at River 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. One set of architectural plans submitted to the declarant shall include:

[A] Floor plans, indicating building dimensions and areas.

[B] Building elevations indicating exterior materials, color, window sizes and locations and building height of all proposed buildings.

[C] Plot plan indicating locations of all improvements including buildings, fencing, patios, drives, drainage, utilities and walks.

3.2 Within ten [10] days of receipt of the plans and $75.00 fee, the declarant shall return the set of plans and either:

[A] Issue a notice of compliance or no-compliance, or

[B] Issue a notice of conditional approval with corrections. Corrected plans shall then be resubmitted to the declarant for a notice of compliance.

ARTICLE 4
GENERAL PROVISIONS

TERM
4.1 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 that contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of a 75% majority of the platted owners.

ENFORCEMENT
4.2 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 this
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.

EXPENSES AND ATTORNEY'S FEES

4.3 In the event any person or persons owning any real property embraced within the plat of The Village at River Park, including the declarant, shall bring any suit or action to enforce these covenants, the prevailing party 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.

SEVERABILITY

4.4 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.

LIMITATION OF LIABILITY OF DECLARANT

4.5 Neither declarant nor any officer or director thereof, shall be liable to any owner because of any action or failure to act of declarant in performing their duties or rights hereunder, provided that declarant has in accordance with actual knowledge possessed by them, acted in good faith.

4.5.1 In Witness whereof, the undersigned being the declarant herein, has hereunto set his hand on this 16th day of October 1996.

LeRoy D. Powell
President
Powell Built Homes, Inc.