DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
APPLICABLE TO TRINITY MEADOWS SUBDIVISION

Whereas, the Archdiocese of Portland through Saint Peter Parish herein after referred to as the Declarant, is owner of certain real property located in Yamhill County, in the State of Oregon, known as Trinity Meadows subdivision, a duly recorded plat:

Whereas, the Declarant is desirous to declare of the 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 Conditions, Covenants and Restrictions shall become, and are hereby made a part of all conveyances of single family dwelling lots within the plat of Trinity Meadows recorded in Film Volume 977, Page 1774 microfilm records of Yamhill County Deeds of Yamhill County, Oregon. And that the following Conditions, Covenants and Restrictions shall by reference become a part of any such conveyances, and shall apply thereto as fully and with 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

Lots shall be used for residential purposes, only, except for those lots, and portions of lots, retained by the Archdiocese of Portland, which may be used for Saint Peter Parish purposes. No building shall be erected, altered, placed or permitted to remain on any lot not retained by the Archdiocese of Portland, other than one detached, single family dwelling not to exceed two and one half (2 1/2) stories or 30' in height, an attached private garage for not less than two (2) cars. The placement or erection of any and all detached garages will not be allowed. The placement or erection of any and all manufactured or pre-built homes will not be allowed. The foregoing 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 uses and structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on the lot, and in no event shall the lot coverage exceed twenty (20) percent.

The provisions of this section shall 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 Trinity Meadows subdivision.

All buildings constructed shall conform to existing City of Newberg building and zoning codes, and construction of new dwellings must be completed within one year from the time lot ownership transfers from the Declarant. Construction will be considered complete at the time the City of Newberg issues a Certificate of Occupancy for the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

(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 1600 square feet for a one-story dwelling, nor shall the ground floor level be less than 900 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1600 square feet. The minimum building setback requirements shall be as set by the City of Newberg for R-1 Medium Density Residential areas, and in no event be less than twenty (20) feet from the front, or street side, of the property and five (5) feet from the side of a one story structure and seven (7) feet from the side of a two story structure, or as required by city of Newberg ordinance for R-1 zoning, whichever is less restrictive. 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 the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(4) NUISANCES

No nuisance 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 like equipment or vehicles shall not be allowed on any part of said property, nor on public
ways adjacent thereto except 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 project 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 or shrubs. Planting or sight obscuring fences shall not exceed four (4) feet in height in the front yard or on the side lot lines forward of the building line with the greatest setback of the lot, or the adjoining residential lot, with the exception of 15' front yard setback which may be a maximum of 30 inches in height. The maximum height of a site-obscuring fence located on the remainder of the lot shall be six (6) feet. Fences shall be constructed in accordance with all applicable City of Newberg building codes and zoning ordinances. 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 the owner, the Declarant, or 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 placement of "Political" signs on any lot by the owner, or 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 temporary 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 maximum of two (2) dogs, and a reasonable number of cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial
purposes, or create a nuisance from noise, odor, security threat or other nuisance.

(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 and without offensive odor. 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 for the City of Newberg. No outdoors-overhead wire, antenna or service drops for the distribution of electric energy or tele-communication purposes will be allowed. No pole, tower or other structure supporting said outdoors overhead wires shall be erected placed or maintained within Trinity Meadows. 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 therein 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 the connection of any trade, service or business shall be kept or stored outside of the house or the garage of 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 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 Trinity Meadows subdivision.

(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**

Placement of exterior antennas shall not be permitted upon the roof of any structure on any lot. Clotheslines and other service facilities shall be screened so as not to be viewed
from the street or other lots. Antenna satellite dishes larger than twenty-four (24) inches in diameter 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. Subsheathing shall be wafer-board 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, except T-111 siding material shall not be allowed.

All roofing shall be 25 year or better architectural composition, tile or wood shakes. Window frames will be bronze tone, white aluminum, wood or similar color 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. The Declarant shall approve all plans and specifications of houses to be constructed in Trinity Meadows subdivision in writing. 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 or the same structure design 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 or issue a notice indicating conditional approval with corrections. Plans shall be submitted to the Declarant for a notice indicating approval. The Declarant shall review any changes to the
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, and approved by the Declarant.

(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. Enforcement is a civil matter and not the responsibility of the City of Newberg.

(3) EXPENSES AND ATTORNEY’S FEES

In the event any person or persons owning any real property embraced within the plat of Trinity Meadows 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.

In witness whereof, the undersigned being the Declarant herein, has hereunto set its hand on this 24th day of September, 1997.

Saint Peter Parish, Archdiocese of Portland
608 South Columbia
Newberg, Oregon 97132

By Reverend Gregory A. Gage, Pastor
Reverend Gregory Aage, Pastor, Saint Peter Parish
For the Archdiocese of Portland

By Barry Babin
Barry Babin, Saint Peter Parish Task Force Chairman

Acknowledgment:

State of Oregon
County of Yamhill

This certifies that on this 24th day of September, 1997, personally appeared the above named Gregory Gage and Barry Babin and acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

(Seal)

Janet L. Winder
Notary Public for Oregon
My Commission expires 8/17/97
TRINITY MEADOWS SUBDIVISION

A SUBDIVISION IN THE JAMES MORRIS DONATION LAND CLAIM No. 45 LOCATED IN THE SE 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN CITY OF NEWBERG, YAMHILL COUNTY, OREGON

SURVEYOR’S CERTIFICATE:

I, Leonard L. Smith, registered land surveyor in the state of Oregon, hereby deposes and says that during the month of June 1997, I did accurately survey, subdivide and plot this tract and all streets and easements on the attached map of "TRINITY MEADOWS," the boundary of which is described as follows:

Beginning at a point which lies North 89°42'26" East 686.46 feet from the SW Corner of the JAMES MORRIS DONATION LAND CLAIM No. 45 also known as Yamhill County ODS site no. 19 said point being the Initial Point of the Trinity Meadows Subdivision and the true point of beginning:

Thence North 00°01'46" East 319.22 feet to a 3/8 inch iron rod; thence North 89°40'31" East 165.72 feet to a 3/8 inch iron rod with a yellow plastic cap marked "Ling Green & Assoc. 14332"; thence North 00°01'12" East 233.15 feet to a 3/8 inch iron rod with a yellow plastic cap marked "R. B. PL 3129" thereon; thence North 89°40'31" East 479.20 feet to a 3/8 inch iron rod; thence South 00°20'14" East 4.41 feet to a 3/8 inch iron rod; thence North 89°30'21" East 4.61 feet to a 3/8 inch iron rod; thence South 00°20'32" East 156.57 feet; thence South 89°42'26" West 655.37 feet to the Point of Beginning; and containing 8.81 acres, more or less.

DECLARATION:

Know all persons by these presents that ARCHDIOCESE OF PORTLAND IN OREGON is the record owner of the lands represented on the attached map and particularly described in the Surveyor’s Certificate heretofore attached and have caused same to be surveyed and platted into lots and streets as shown on the attached plat and to be dedicated "TRINITY MEADOWS" and do hereby dedicate to the public use forever without reservation or restriction the streets and easements as shown for said purpose respectively.

ARCHDIOCESE OF PORTLAND IN OREGON

ACKNOWLEDGMENT:

STATE OF OREGON
COUNTY OF YAMHILL

This is to certify that on this 5th day of September 1997 before me, a Notary Public for the State of Oregon, in the County of Yamhill did personally appear MARIKA G. BRUSATO, who is known to me to be the identical person described in and who executed the above instrument and acknowledged to me that he did so freely and voluntarily.

Archibald Wilson
Notary Public for the State of Oregon
My Commission Expires 5/30/99

PacWest Engineering
1600 NINTH AVENUE SE
Albany, Oregon
(541) 926-7634

Leonard L. Smith, PE/PLS

REFERENCED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR

Richard L. Smith

LAND SURVEYOR

Leonard L. Smith

Renewed Date 06/30/98

NARRATIVE:

The purpose of this survey is to establish the boundary for the subdivision of the land shown herein, and to establish the streets and lots of this subdivision. The monuments found and used for control for this subdivision are shown on this plat. These monuments were verified and used to establish the boundary as described by deed file volume 168 page 1440, Yamhill County deed records.

The basis of bearings for this survey is the bearing of the south line of the James Morris ODS No. 46 as shown on the unrecorded Plat of "WARM PARK" on file at the city survey office.

APPROVALS:

APPROVED THIS 15th DAY OF SEPTEMBER 1997
By: T. Fuller, Deputy
YAMHILL COUNTY CLERK/RECORD

APPROVED THIS 25th DAY OF SEPTEMBER 1997
By: T. Fuller, Deputy
YAMHILL COUNTY CLERK/RECORD

APPROVED THIS 30th DAY OF SEPTEMBER 1997
By: Richard D. Stephenson
YAMHILL COUNTY ASSESSOR

APPROVED THIS 5th DAY OF DECEMBER 1997
By: Robert Johnson, acting as the Signature
YAMHILL COUNTY COMMISSIONER

BY: MARIKA G. BRUSATO
FilmA page 483-484

ACKNOWLEDGMENT:

STATE OF OREGON
COUNTY OF YAMHILL

This is to certify that on this 5th day of SEPTEMBER 1997 before me, a Notary Public for the State of Oregon, in the County of Yamhill did personally appear MARIKA G. BRUSATO, who is known to me to be the identical person described in and who executed the above instrument and acknowledged to me that he did so freely and voluntarily.

Archibald Wilson
Notary Public for the State of Oregon
My Commission Expires 5/30/99

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