DECLARATION OF RESTRICTIONS, CONDITIONS, AND COVENANTS
APPLICABLE TO TWIN CEDAR ESTATES

This Declaration of Restrictions, Conditions, and Covenants is applicable to TWIN CEDAR ESTATES, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, Rick Harris, herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as TWIN CEDAR ESTATES.

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 declares that the following restrictions, conditions, and covenants shall become and are hereby made part of all conveyances of lots within the plat of TWIN CEDAR ESTATES, recorded on ________, 20____, as Recorder’s Fee No. ________, of the Plat Records of Yamhill County, Oregon and that the following restrictions, conditions, and covenants shall by reference come 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 shall constitute TWIN CEDAR ESTATES.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling except for Lot 2 which Declarant has the right to erect either a single-family dwelling or a garage to accommodate the existing house on Lot 1. No building shall be erected, altered, placed or permitted to remain on any lot except on the aforementioned Lot 2, other than one single dwelling not to exceed two and one half (2 ½) stories in height and a private garage for not less than two (2) cars. Roof types shall be architectural composition or better. Three tab roofing will not be allowed. Siding shall be horizontal, or better. No vinyl or T-111 allowed. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool for of the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided in subparagraph five (5).

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(s) as a sales office, model home, or construction office for the purposes of home sales and house construction in TWIN CEDAR ESTATES.

(2) Nuisances

No obnoxious 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.
(3) **Vehicles in Disrepair**

No owner shall permit any vehicle which is inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(4) **Fences**

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

(5) **Signs**

No signs shall be created 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 the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Newberg sign ordinances. The Declarant may maintain “For Sale” sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(6) **Temporary Structures**

No structures of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(7) **Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg ordinances.

(8) **Garbage and Refuse Disposal**

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(9) **Utilities**

All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases with the exception of Lot 1. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).
(10) **Business and Commercial Uses**

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant’s affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in said phases.

(11) **Antennas and Service Facilities**

Exterior antennas, satellite dishes, and other such structures shall be not be permitted to be placed on the lot or upon the roof on any structure on any lot so as to be visible from the street. Clothes lines and other service facilities shall be screened so as to not be viewed from the street.

(12) **Common Driveway Maintenance**

Maintenance of common driveways shall be shared equally between the parties who jointly use them. Maintenance shall include driveway upkeep and repair, maintenance of trees and shrubs, and weed control.

Owners of Lots 1 and 2 shall share maintenance responsibilities of their common driveway. Owners of Lots 3 and 4 will share maintenance responsibilities of their common driveway and along the landscape strip bordering the east side of their driveway. Owners of Lots 5 and 6 will share maintenance responsibilities of their common driveway which include the planter strip along the east side of their driveway and the landscape strip bordering the west side of their driveway.

**ARTICLE III**

**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 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. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) **Enforcement**

Should any person violate or attempt to violate any of the provisions of the 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 proceedings 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 TWIN CEDAR ESTATES, 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 thereof.
(4) **Severability**

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) **Limitation of Liability of Declarant**

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or 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 Declarant herein, has hereunto set its hand this the 19th day of January, 2006.

By: Rick Harris

STATE OF OREGON

County of Yamhill

On this 19th day of January, 2006 before me, appeared

Rick Harris being to me personally known, who being duly sworn, did say that he is the Representative of Rick Harris.

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: 311108
TWIN CEDARS

Location: SE 1/4 Section 18, T. 3 S., R. 2 W., WM.,
Daniel D. Deskins — DCL #54, Tract 17, DESKINS SUBDIVISION,
City of Newberg, Yamhill Co., OR
Newberg Planning File No. S-49-04
Date: 30 May 2006

City of Newberg Approvals

City of Newberg Recorder
Date

Yamhill County Approvals

Yamhill County Surveyor
Date
Yamhill County Tax Assessor
Date

Yamhill County Tax Collector

Pursuant to O.R.S. 92.095,
Taxes have been paid or bond posted to this date: 6-30-2006

Yamhill County Commissioner
Date

Notes

1. This subdivision is subject to covenants, conditions, and restrictions recorded in Instrument No. 3313-145.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that PATRICK M. HARRIS and JAMES R. HARRIS are the owners of the land represented on the attached map and more particularly described in the Surveys Certificate, and have caused said land to be subdivided into lots and grant easements for the purposes as shown.

Patrick M. Harris
James R. Harris

Acknowledgement

STATE OF OREGON

COUNTY OF YAMHILL

On this day of 2006, did personally appear PATRICK M. HARRIS and JAMES R. HARRIS in the capacity shown in the above Declaration, who being duly sworn, did say that he is the identical person named in the foregoing instrument and that he executed said instrument freely and voluntarily.

SURVEYOR’S CERTIFICATE

I, Matt Dunckel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as TWIN CEDARS, the boundary of which is more particularly described as follows:

Tract 17 of DESKINS SUBDIVISION.

Matt Dunckel
3765 Riverside Drive
Weston, Oregon 97128
Phone: 503-472-7904
Fax: 503-472-3397
Email: matt@duenckel.com

This is an exact copy of the original plat of TWIN CEDARS.

Sheet 2 of 2