DECLARATION OF CONDITIONS, COVENANTS & RESTRICTIONS
FOR VALERI PARK SUBDIVISION
TO INCLUDE LOTS: 1 THRU 22

1. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes: no building other than one, single-family dwelling with attached or detached garage shall be erected on any lot. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. Said structure must be approved by the Architectural Control Committee. The location may be required to be in an enclosed fenced area by the Architectural Control Committee while said committee is in effect.

2. ANIMALS: No animals, including poultry, shall be raised or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors.

3. FENCES: All fences shall not detract from the appearance of the dwelling house located upon the lot or detract from the appearance of the dwelling house located on adjacent lots. Fences shall not exceed six (6) feet in height. No fence shall be forward of the front building line of the house and must be of new material. Any variance must be approved by the Architectural Control Committee.

4. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered, painted, or repainted on any lot until the construction, plans, specifications, colors, and a plan showing the location of the structure have been approved by the Architecture Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the building setback line unless similarly approved.

The Architectural Control Committee is composed of the declarants. Neither member of the committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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. Each building must have a minimum of a double car garage. All dwellings must be of double wall construction (fronts only) with cedar, bevel siding or the equivalent. The Architectural Control Committee shall remain in effect until all lots are fully developed with finished
residential construction. Thereafter, the declarant shall appoint two members at large from the deeded owners. If none are available, the Architectural Control Committee shall be suspended.

5. **LANDSCAPING:** Each builder shall landscape the front yard and plant street trees if required by the City of Newberg within 12 months of the building permit issuance date. If the home sells prior to front yard landscaping the owner is required to landscape the entire lot within 12 months from the date of closing of the sale.

6. **ANTENNAS:** All outside television and radio aerials and antennas are absolutely prohibited, unless written approval is given by the Architectural Control Committee prior to installation.

7. **PARKING:** No recreational vehicles or boats shall be stored or parked forward of the front building line or in the street right-of-way of each house for more that 72 hours. Storage for said vehicles for any period longer that 72 hours shall be behind site-obscuring fencing and shall be fenced on all sides.

8. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or become a nuisance of any annoyance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No structures 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, either temporary or permanent other than by the builder during construction.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for garbage, rubbish, or other waste. All garbage or other waste shall be kept in sanitary containers, and incinerators or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition.

11. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to recover damages.

12. **SEVERABILITY:** Invalidation of any one of these covenants by judgement of court order shall in no way affect any of the covenants, which shall remain in full force and effect.

13. **TERM:** These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 20 years from the date they are recorded, after which time they shall be automatically extended for successive periods of ten years.
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this _____ day of October, 1992.

David D. Nielsen
PARK WEST PROPERTIES, INC.

Richard K. Brown, President
STATE OF OREGON - COUNTY OF YAMHILL
CORPORATE ACKNOWLEDGEMENT

Subscribed and sworn to me this _____ day of October, 1992, by Richard K. Brown and David D. Nielsen as President of Park West Properties, Inc., an Oregon Corporation.

Janet A. Childs
Notary Public for the State of Oregon
My commission expires: 5/6/93

STATE OF OREGON - COUNTY OF YAMHILL
Subscribed and sworn to me this 12th day of October, 1992, by
David D. Nielsen

Janet A. Childs
Notary Public for the State of Oregon
My Commission Expires: 5/6/93

STATE OF OREGON } 1500
COUNTY OF YAMHILL }

Charles Stern, COUNTY CLERK

The foregoing instrument was received and duly recorded by me, a county recorder of said county, and marked with the number 012454.