DECLARATION OF VALLEY MEADOWS II

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Wand-Nelson Contractors, Inc. hereafter called the "Declarants", do hereby declare as follows:

WHEREAS, Declarants are the Owners of the real property in the City of Newberg, Yamhill County, Oregon, known as "VALLEY MEADOWS II" as the same appears in the Plat recorded in Reel ____ Page ____ of Plat Records of Yamhill County, Oregon.

WHEREAS, Declarants desire to declare of public record their intention to create certain protective covenants, conditions and restrictions (CC&Rs) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said property.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, cross easements and maintenance agreements for private drives, which are for the purpose of protecting the value and desirability of the real property which shall run with the land and shall inure to the benefit of each owner thereof. These easements, CC&R’s, cross easements and maintenance agreements shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

1. LAND USE AND BUILDING TYPE

All lots in the subdivision shall be used for a single family residence only. No building shall be erected, altered, or permitted to remain on any lot other than one single family dwelling. Each single family dwelling shall include a private garage for not less than two (2) cars. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Architectural Control Committee, as designated by Declarants. The provisions of this section shall not be deemed to prohibit the right of any licensed builder to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to
use any single family residence as a home.

2. **DWELLING SIZE**

The minimum square footage of any detached single family dwelling within this subdivision shall be 1,400 square feet for a single level and 1,600 square feet for a multi-level exclusive of porches and decks.

3. **EASEMENTS**

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her expense, except for improvements for which a public authority or utility is responsible.

4. **OFFENSIVE ACTIVITIES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done, grown or placed upon any lot which interferes with or jeopardizes the enjoyment of other lot owners within this subdivision.

5. **ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number (not to exceed three (3) of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

6. **SIGNS**

No signs shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owners, Declarants or by a licensed real estate agent, not exceeding twenty-four 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 Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

7. **PARKING**

Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment shall not be allowed on any part of the property nor on public streets adjacent thereto excepting only within the confines of the enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front setbacks of the residence.
8. 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 due to its continued inoperability or significant damage it offends the occupants of the neighborhood.

9. RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots. Owner agrees to keep lots free of debris and periodically mowed prior to the beginning of any construction.

10. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence.

11. UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said overhead wire shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric, T.V. cable, or telephone utility facilities provided.

12. COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including private lot drainage, painting, and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

13. LANDSCAPE COMPLETION

All front and side yard landscaping must be completed, pursuant to a landscaping plan approved by the Architectural Control Committee. The front yard and side yard on corner lots landscaping must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months
of occupancy of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee's approval is obtained.

14. **FENCES AND HEDGES**

The maximum height of a site obscuring fence or hedge on any lot shall be six (6) feet. The location of any fences or hedges erected shall be along the rear lot line and/or along the side lot lines, but said fence or hedge may not be placed forward of the front setback line for the residence. All fences shall be of wood construction, which shall not be painted. Wood fences shall be constructed with vertical 1” x 6” cedar boards and 4” x 4” treated posts, maximum 8-foot sections. The fence shall be good neighbor in design and treated only with natural preservatives (no paint). No fence, hedge or wall shall be erected without prior written approval of the Architectural Control Committee.

15. **ANTENNAS AND SERVICE FACILITIES**

No exterior antennas of any kind shall be permitted. Only Digital Satellite System dishes or similar systems, which are eighteen inches in diameter or less, shall be permitted. Clotheslines and other service equipment shall be screened so as not to be viewed from any street.

16. **EXTERIOR MATERIALS**

Exterior materials must be approved for use by the Architectural Control Committee, and in accordance with the provisions appearing in the Real Estate Contract for purchase of lots in this subdivision. Roofing materials must be cedar shake, cedar shingle, tile or a dimensional composition shingle with a minimum 25-year life. No three-tab composition shingles will be allowed. The exterior siding material shall be cedar, stone, bricks, stucco, an approved hardboard horizontal lap siding or other siding materials that will be acceptable to the Architectural Control Committee. Each dwelling shall have a minimum of 40 square feet of masonry veneer on the street elevation or garage front. Dwellings shall be double wall construction. T-111 plywood or other pressed wood sheet siding shall not be permitted except on overhangs, porch ceilings or accent areas, i.e.: “stucco-board” gables. Windows shall be wood or approved vinyl. Exterior doors shall be of wood, fiberglass or steel. Garage doors can be of either wood or metal construction. In appropriate circumstances the Architectural Control Committee can approve other materials, if necessary, to facilitate design, provided they are in keeping with the character of Valley Meadows II.

17. **EXTERIOR FINISH**
The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. Mail receptacles shall be in a single structure of a design approved and dictated by the U.S. Postal Service unless the U.S. Postal Service dictates alternative receptacles.

18. WINDOW COVERINGS

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

19. STREET TREES

The City Council of the City of Newberg, Oregon has ordered the following to wit:

CONDITIONS OF APPROVAL - FILE S-37-03,

Submit a street tree planting plan for review and approval by the City Planner. The plan shall include plant species, tree caliper (1-1/2” to 1-3/4” minimum), spaced 35-40 feet on center. Street trees shall be located between the curb and the walk. Weather permitting, the trees shall be in place at time of occupancy of each home. The developer shall deposit funds in escrow for the street tree planting as part of the public improvements. The deposit shall only be released with City authorization and upon confirmation that installation of trees.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specifications and a plat showing the nature, shape, heights, material, colors and proposed location of the structure or change have been submitted to and approved in writing by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and materials, harmony of external design with the existing
structures as to location, topography, and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee's consent is required.

(a) **MAJOR CONSTRUCTION**

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee may require. Materials required by the Committee may include, but not necessarily be limited to the following:

(A-1) A plan indicating location of all improvements, including private drainage.

(A-2) Drawings showing elevations, exterior materials and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.

(A-3) Drawings showing yard landscape design and location including a description of plant materials. The parking strip shall be in the landscaping plan to include lawn, barkdust, or round river rock with street trees only.

The Architectural Control Committee shall render its decision with respect to the proposal after it has received all required materials.

(b) **MINOR WORK**

In the case of minor additions or remodeling, change of existing exterior color scheme or exterior materials, greenhouse, or swimming pools construction, or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.

2. **ARCHITECTURAL CONTROL COMMITTEE DECISION**

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot or incompatible with the design standards that Declarants intend for the subdivision. Considerations such as siting, shape, size, color, design, height, and impairment of the view from other lots within this subdivision or other effects on the enjoyment of other factors, which the Committee reasonable believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.
3. **MEMBERSHIP: APPOINTMENT AND REMOVAL**

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarants may from time to time appoint. The Declarants shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease upon completion of construction of all dwellings on all building sites within this project and the sale of said dwellings to the initial owner/occupants.

4. **LIABILITY**

Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

5. **ACTION**

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6. **NONWAIVER**

Consent by the Architectural Control Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7. **EFFECTIVE PERIOD OF CONSENT**

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for and received an extension of time from the Committee.
ARTICLE III

GENERAL PROVISIONS

1. TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy-five (75) percent of the lots except that the Declarants shall retain the sole authority to make amendments until the last lot is constructed upon.

2. ENFORCEMENT

In the event of any violation of any of the provisions of this declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing action in a court of law. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

3. 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.

4. LIMITATION OF LIABILITY OF DECLARANTS

Neither Declarants nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarants in performing its duties or rights hereunder, provided that Declarants have, in accordance with actual knowledge possessed by it, acted in good faith.
IN WITNESS WHEREOF, Wand-Nelson Contractors Inc., Partner, an Oregon Corporation has caused these presents to be signed by its duly authorized members on this __ day of January, 2004.

Wand-Nelson Contractors, Inc.

By ______________________
Jerome B. Wand
President

IN WITNESS WHEREOF, Wand-Nelson Contractors Inc., Partner, an Oregon Corporation has caused these presents to be signed by its duly authorized members on this __ day of January, 2004.

Wand-Nelson Contractors, Inc.

By ______________________
Roger W. Nelson
Vice President

STATE OF OREGON 
COUNTY OF MULTNOMAH

The foregoing instrument was acknowledged before me this 28th day of January, 2004 by Jerome B. Wand of the Wand-Nelson Contractors Inc., an Oregon Corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors: and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:
Toni A. Pearce
Notary public for Oregon
My Commission expires: March 31, 2007

The foregoing instrument was acknowledged before me this 28th day of January, 2004 by Roger W. Nelson of the Wand-Nelson Contractors Inc., an Oregon Corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors: and he acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:
Melody Buchholz
Notary public for Oregon
My Commission expires: April 10, 2007
**VALLEY MEADOWS NO. 2**

Located in the James Morris Donation Land Claim, NW 1/4 of the SE 1/4 and the SW 1/4 of Section 7 Township South 3, Range West 2 of the Willamette Meridian, City of Newberg, Yamhill County, Oregon

26 January 2004

City of Newberg Planning File S-37-03

**CORNER NOTES:**

1. A 1/2" iron pipe removed by sewer construction.
2. Found 5/8" iron rebar, with yellow plastic cap marked "RHYDL, PLS 1437", set 0.06 feet east of NW 1/4 from top, as CSP-9523.
3. Found 5/8" iron rebar, with white plastic cap marked "RHYDL, PLS 1437", 0.95 deep, appears undisturbed, 0.13 East of the corner of SW 1/4, 0.04 North of the Northwest corner of said tract A, set just south of the line of that tract described in Special Warranty Deed from Don D. Mott and Sandra P. Mott to Donald E. and Marjorie A. Hagen recorded 20 January 1956 in File Volume 204, Page 09592.

NARRATIVE:

The purpose of this survey was to provide a Subdivision Plat. The property is described in Warranty Deed recorded 13 January 1998, Document No. 1998-007535, YAMhill County Deed Records.

The survey was performed on March 1998 in Plat Book 8023 Robotic Total Station with a staked angular accuracy of ±3" and a distance accuracy of ±1.5mm/300m from final matched points, with angles and distances cross checked and field shots matched. All field shots were checked to ensure accuracy and completeness. All distances are stated from the nearest corner or survey control points, with angles and distances stated to the nearest corner or survey control points. All field shots were checked to ensure accuracy and completeness.

There is a question as to whether or not the 40 foot right-of-way of CR 20 East located on Section 4 is a public right-of-way. The survey is recorded in Plat Book 1, Page 4, but the "plat" is only signed by the "Surveyor" and the "Recorder of Conveyances." The "plat" does not contain a road dedication statement and is not signed by the owners that would convey an interest to the public. The intent of the plat and common acceptance based on road improvements and use suggest that it is a public road. However, in order to properly address this, it is necessary to determine if the original owners and since the underpinning deeds go to the center of the road, I chose to certify the Coles along with the norm strip along the centerline of CR 20 that was not clearly dedicated by the plat of "VALLEY MEADOWS."
VALLEY MEADOWS NO. 2
Located in the James Merris Donation Land Claim
NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4 of Section 7
Township 3 South, Range 2 West of the Willamette Meridian
City of Newberg, Yamhill County, Oregon
26 January 2004
City of Newberg Planning File S-37-03

DECLARATION
KNOW ALL MEN BY THESE PRESENTS that Wond-Nelson Contractors, Inc., an Oregon Corporation, Jerome B. Wond, President, and Willamette Valley Homes, Inc., an Oregon Corporation, Jerome B. Wond, President, being the owners of the land described in the Surveyor's Certificate hereinafter made, do hereby make, establish and declare that they have caused "VALLEY MEADOWS NO. 2" to be prepared and the property surveyed in accordance with the provisions of Oregon Revised Statutes, Chapter 92, of lots being the dimensions shown and all streets being the widths shown thereon; that Wond-Nelson Contractors, Inc. and Willamette Valley Homes, Inc. do hereby dedicate and donate to the use of the public forever all streets shown on said plat, hereby granting all easements as shown or implied on said plat and conveying all Common Improvements to the City of Newberg.

IN WITNESS WHEREOF, we have set our hand.

[Signatures]
Jerome B. Wond, President
Wond-Nelson Contractors, Inc.

[Signatures]
Jerome B. Wond, President
Willamette Valley Homes, Inc.

CITY OF NEWBERG APPROVALS

[Signatures]
Newberg City County Building Director
JOHN L. REID
City of Newberg Recorder

Date
1-30-04
2-1-04

YAMHILL COUNTY APPROVALS

[Signatures]
Yamhill County Surveyor
2/1/04

[Signatures]
Yamhill County Board of Commissioners
2/1/04

[Signatures]
Yamhill County Board of Commissioners
2/1/04

[Signatures]
Yamhill County Board of Commissioners
2/10/04

Pursuant to ORS 92.095, these have been paid/or bond posted to the date of 7/1/2004.

[Signatures]
Yamhill County Auditor

Date
2-10-00

ACKNOWLEDGEMENT

State of Oregon

Yamhill County

On this day personally appeared before me Jerome B. Wond, who being duly sworn, did say that he is the President of Wond-Nelson Contractors, Inc., an Oregon Corporation, and President of Willamette Valley Homes, Inc., an Oregon Corporation, and that the above Declaration was signed on behalf of Wond-Nelson Contractors, Inc. and Willamette Valley Homes, Inc. by authority of their Board of Directors, and Jerome B. Wond acknowledged the Declaration to be his voluntary act and deed.

IN WITNESS WHEREOF I have set my hand this 7th day of January, 2004.

[Signatures]
[Officer's Name]

COMMISSION NO. 4839449
COMMISSION EXPIRES 3/1/04

[Details]

[Signatures]
[Notary's Name]
[Notary Public - Oregon]

OFFICIAL YAMHILL COUNTY RECORDS
JIM COLBERG, COUNTY CLERK

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