DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

DATE: October 4, 1994

DECLARANT: The Robert Evans Company, an Oregon Corporation, and Kent Aldrich

PROPERTY: Webb's Addition to the City of Carlton, Yamhill County, Oregon described on the attached Exhibit A.

RECITALS:

1. Declarant is the owner of the Property.

2. Declarant desires to impose various conditions, covenants and restrictions to run with the land for the purpose of making the property more attractive and desirable for residential use and to maintain the property values of the Property.

3. Declarant declares that the following conditions, covenants and restrictions shall apply to the Property and shall be covenants running with the land and shall be binding upon the property, and the owners thereof, in accordance with the terms of this Declaration.

CONDITIONS, COVENANTS AND RESTRICTIONS:

Section 1. Buildings and Structures. No mobile homes or manufactured homes shall be placed on any lot. No building or structure shall be constructed, altered or enlarged except for single family dwellings (or duplex if permitted by the City Zoning Code) and accessory buildings consisting of garages, car ports, private green houses, swimming pools, incidental to, and necessary for, residential use. All dwelling units shall have a double car garage having 440 square feet or more. All dwellings shall be of frame construction. No structures shall be used for commercial purposes. Within one year of occupancy of the dwelling, landscaping around the dwelling shall be installed and maintained.

Section 2. Height of Structures. All structures shall not exceed 35 feet in height from ground level from the highest point adjacent to the structure.

AFTER RECORDING, RETURN TO:
Frost & Kohl
P.O. Box 586
Hillsboro, OR 97123

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Section 3. Utilities. All wire connected utilities and service drops shall be underground. Satellite dishes must be screened from view from adjoining properties and the public street and located so as to be nonobtrusive to the greatest extent possible consistent with reasonable use.

Section 4. Nuisances. No activity shall be carried on upon the property which is noxious, offensive or illegal to the extent that such activity would affect the habitability and value of adjoining property.

Section 5. Animals. Pets may be kept on the property; however, they must be contained by adequate fencing, limited in number so as not to become a nuisance to adjoining properties and maintained in a sanitary manner.

Section 6. Occupancy - Completion. No dwelling shall be occupied on a permanent or temporary basis prior to full completion of the exterior of the structure. No structure of temporary character including trailers, tents, shacks, garages, barns, campers or other buildings shall be used for residential purposes either temporarily or permanently with the exception of temporary occupancy during the actual construction of the dwelling which shall not exceed a period of one year.

Section 7. Vehicles. All vehicles, except those only temporarily on the property, shall be parked within structures or otherwise fully screened from view from adjoining properties. Recreational vehicles, boats and nonoperational vehicles shall not be visible from the public street or adjoining properties.

Section 8. Street Trees. Street tree locations are identified on the attached Exhibit A. The owners of lots with street tree locations shall plant American Sweet Gum (L. styracifius) trees at least two caliper inches in diameter where indicated on the Plat as soon as reasonably possible after occupying the residence. If a tree location is in conflict with a required driveway location the tree may be omitted. The owners of such lots shall have the obligation to maintain the trees and replace them if necessary.

Section 9. Term. The initial term of these Conditions, Covenants and Restrictions shall be twenty (20) years from the date of this Declaration and shall automatically renew for three successive ten (10) year terms unless any such renewal is vacated by a vote of two-thirds (2/3) of the owners of the Property subject to this Declaration. The election to vacate the automatic renewal or renewals shall be done in writing in a form sufficient for recording in the records of Washington County, Oregon and recorded prior to the date of renewal.
Section 10. Amendment - Termination. During the initial twenty (20) year term, this Declaration can be terminated or amended only by the vote of all of the owners of the Property subject to the Declaration in a written form consistent with the requirements of Section 9 above. After the initial term of this Declaration, it may be amended by a vote of two-thirds (2/3) of the property owners in the form specified in Section 10.

Section 11. Enforcement. This Declaration may be enforced by proceedings at law by owners of other properties subject to this Declaration. The relief sought may be to restrain or enjoin violation or require compliance with the Declaration, for damages or any other relief authorized by law.

Section 12. Severability. Any provision of this Declaration found to be invalid under law shall become unenforceable but such finding shall not affect the other provisions of this Declaration which shall remain in full force and effect.

THE ROBERT EVANS COMPANY

By Robert Evans, President

KENT ALDRICH

STATE OF OREGON
County of Washington

Personally appeared before me this 14th day of October, 1994, the above named Kent Aldrich and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: July 12, 1998

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STATE OF OREGON  

) ss.

County of Washington

Personally appeared before me this 14th day of October, 1994, the above named Robert Evans who, being duly sworn, stated that he is the President of The Robert Evans Company, an Oregon corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

[Signature]

Notary Public for Oregon
My Commission Expires: July 13, 1998
WEBB’S ADDITION TO THE CITY OF CARLTON, YAMHILL COUNTY, OREGON

DOTS (*) SHOW STREET TREE LOCATIONS

EXHIBIT A
SURVEYOR'S CERTIFICATE

I, JOHN M. PETERSON, being first duly sworn herein, do hereby certify, and do hereby declare, that I have carefully surveyed, and marked with proper monuments, the lands shown on the annexed map of "WEBB ADDITION" constituting 10.367 acres, more or less, and situated in the northwestern quarter of section 21, and the northwest quarter of section 22, township 3 south, range 4 west, W.M. city of Carlton, Yamhill county, Oregon, the boundary of which is described as follows:

Beginning at the initial point, a 3/4" x 3/4" iron rod and yellow plastic cap stamped "J. M. Peterson PLS. 106b" at the southwest corner of the 36 foot 4" by 36 foot 4" square, which point bears north 88° 33' 00" west 25,003.53 feet from a 3" diameter Yamhill County Surveyor's brass disk at the southeastern southeast corner of the 36 foot 4" by 36 foot 4" square, and running thence north 00° 34' 40" east 230.64 feet to a 1½" iron pipe, thence south 00° 34' 40" east 136.88 feet to a 1½" iron pipe, thence north 00° 34' 40" east 418.00 feet, thence south 27° 31' 32" east 29.08 feet to a point on the west right of way line of the Southern Pacific Railroad right of way thence south 07° 19' 13" east, along said right of way line, 347.04 feet to a point on the north right of way line of W. Campfield Street, thence north 88° 33' 00" west 25,003.53 feet, along said right of way line, to the initial point.

AS PER O.R.S. 92.075 (2), I, JOHN M. PETERSON, also certify that the monuments shown on the annexed map have been so surveyed and are shown on said map, and are hereby dedicated "WEBB ADDITION" and hereby dedicate all streets as shown herein to the public for public use forever.

All easements are hereby granted as shown on said map.

Any water rights appurtenant to this property.

ROBERT EVANS, President
KENT L. ALDICH

DECLARATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, ROBERT EVANS, and KENT L. ALDICH, the owners of the lands described in the surveyor's certificate and as shown on the annexed map, do hereby declare that this surveyor's certificate and the annexed map have been so surveyed and laid out as shown in the plat and to be hereby dedicated "WEBB ADDITION" and hereby dedicate all streets as shown herein to the public for public use forever. All easements are hereby granted as shown on said map.

Robert Evans, President
Kent L. Aldich

ACKNOWLEDGEMENT

STATE OF OREGON
COUNTY OF YAMHILL

KNOW ALL PERSONS BY THESE PRESENTS, THAT on this 7th day of July, 1994, before me, a Notary Public in and for said State and County, personally appeared ROBERT EVANS, who being first duly sworn did say that he is the President of the Robert Evans Company, an Oregon corporation, and that the signatures of the foregoing instrument on behalf of said corporation, was his own free act and deed. Also appearing was KENT L. ALDICH, an individual, who being first duly sworn did affirm his signature to said instrument and say that it was his own free act and deed.

Witness my hand and official seal.

[Signature]
Notary Public State of Oregon

NOTES

There is a geodetic control monument within 1/2 mile of this plat.

BASE OF BEARINGS PER C.S.P. 101.59

A SUBDIVISION CONSENT AFFIDAVIT FROM DANIEL WEBB AND BETTY B. JURIS, TRUST DEED BENEFICIARIES, HAS BEEN RECORDED IN FILM VOLUME 1632, PAGE 252, YAMHILL COUNTY DEED RECORDE.