COVENANTS, CONDITIONS AND RESTRICTIONS
WEST VALLEY ESTATES PHASE 2

These Covenants, Conditions and Restrictions apply to all lots located in West Valley Estates Phase 2, a subdivision in Yamhill County, Oregon (Collectively “property”, with individual parcels also referred to as a “lot”). They are enforceable by owners of the “benefited properties”, which are defined as lots affected, but so long as the undersigned (or either of its managers, Jeff and Lori Zumwalt) together or individually own at least one lot of the property described in exhibit “A,” then they are also enforceable by each member of the group consisting of West Valley Estates, LLC, an Oregon limited liability company who owns property as described in exhibit “A”.

The undersigned owners of all the property included in the West Valley Estates Phase 2, a Plat duly recorded 2-7-06, Sec. 16, 2006, in 2006-2-27-34. Plat Records of Yamhill County, Oregon, together with the property described in exhibit “A”, adopt the following Covenants, Conditions and Restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the benefited property described above.

These Covenants, Conditions, and Restrictions shall constitute the Covenants to run with the land and shall be binding upon all persons having or acquiring a right, title and interest in the property or any part of the property, and shall inure to each owner of benefited property area and that owners heirs, successors and assigns.

A. West Valley Estates, LLC shall have full discretion as to architectural approval of each building allowed in West Valley Estates.

B. No building shall be constructed other than a single-family permanent dwelling for private use and other outbuildings having uses related to those uses, such as garages, a swimming pool or other types of home recreational facilities. For purposes of the preceding sentence, a “permanent dwelling” shall not include a prefabricated modular residential structure which is transported to any property in a state of substantial prefabrication and then permanently affixed to a ground level foundation or a manufactured dwelling as presently defined in ORS 446.003(26)(a). All outbuildings must be of good construction and of design compatible with associated dwelling. No lot may contain more than one single-family dwelling and the necessary outbuildings for permitted uses. The only non-residential uses allowed on the property are home occupations, if they meet all applicable laws, rules and regulations, (including those of the City of McMinnville applicable in this zone); otherwise comply with these Covenants, Conditions and Restrictions.

C. All construction on any lot must be completed and the final occupancy issued within one (1) year from the issuance of a building permit.

D. All landscaping on any lot must be substantially completed within one (1) year from completion of construction or within (2) years from the issuance of a building permit, which ever is sooner.

E. Fencing shall meet City height and setback standards.
F. No dwelling may be higher than two (2) stories above ground level. In addition, maximum height shall be no more than thirty five (35) feet, measured from the ridge line of the roof to the uphill side grade level.

G. The minimum size for dwelling, exclusive of garages, outbuildings, covered walk and open porches, is ONE THOUSAND EIGHT HUNDRED (1,800) square feet.

H. All residents will have a two car enclosed garage or larger; no carports shall be allowed in the development.

I. Exterior walls on dwellings will be double wall construction and will have lap siding, shingles, board and batten, stone (natural or cultured), or brick finish. No dwelling shall be constructed with metal siding, vinyl, or T-111.

J. House body colors will be natural earth tones colors; bright or vivid shades shall be allowed as accent only.

K. Roofing will be 30-year architectural style composition, cedar, tile, or comparable. Metal roofing is not allowed. Minimum six in twelve roof pitch shall be required, excluding porches.

L. Each lot and its improvements shall be maintained in a clean and attractive condition, in good repair, and in such fashion as to not create a fire hazard or nuisance.

M. No short wave antennas or large (greater than 1 ½ feet in diameter) satellite dishes will be placed on properties or lots. To the extent this further limitation is allowed by applicable law, allowed satellite dishes will be located on the property to have limited visual impact on the neighbors, consistent with proper functioning of the dish.

N. All garbage, trash, cuttings, refuse or garage containers, fuel tanks, clothes drying apparatus or lines, heating and cooling equipment and other service facilities shall be screened from view from adjoining lots (ground level) and roads.

O. No offensive activity shall be carried on or in any lot, nor shall anything be placed or constructed on any lot, or anything done on a lot which interferes with or jeopardizes the enjoyment of other lots or otherwise may become a nuisance or annoyance to the neighborhood. No garbage, trash, cuttings, or refuse may be allowed to accumulate, remain on any lot.

P. No commercial advertising signs or billboards shall be placed or kept on any lot, except such signs as are normally used in connection with the sale, rent or lease of real property (including model homes) may be placed upon the lot of any owner.

Q. No lot may be used as a place to raise or breed animals of any kind except for a reasonable number of ordinary household pets, which shall be leashed or kenneled and not allowed to run at large. Allowed animals shall not be a nuisance to owners of other lots.

R. No recreational or commercial vehicles (excluding pickups and vans), trailers, boats, snowmobiles, motor homes, truck campers, or off road vehicles may be kept on the property unless they are stored in a garage or not parked closer to the front of the lot than any portion of the house and they are stored behind a 6 foot high fence. Pads and driveway approaches for allowed storage of such vehicles must be on concrete. No such vehicle may be parked overnight on any street or road serving the property or a driveway, except that, subject to the City of McMinnville restrictions, for vehicles of guests of homeowners. No heavy equipment or semitractors or trailers or flatbeds of any kind are allowed on the property, except as needed to
construct or maintain buildings and improvements allowed by these covenants or temporarily for
delivery of residential items.

S. Loading, unloading or cleaning of recreational or commercial vehicles (excluding pickups) may
take place no more than 3 days in a row and no more than twice a month.

T. There shall not be stored, parked, or kept upon any lot in open and plain view any motor vehicle
which is in a rusted, junked, partially dismantled, inoperative or abandon condition. The owner
of the vehicle shall remove it or store it in a building where it will not be visible from the street or
other property.

U. The developer retains the right and intends to plant trees in the plant strip located in the front of
each lot (between the sidewalk and the curb). The owner of each lot will care for and maintain
such trees after they are planted.

2. Enforcement

A. These restrictions shall be for the protection and benefit of each of the property owners or
occupants of any portion of the benefited property. Any such person shall have the right at law or
in equity to enforce the restrictions. It is not implied nor at any time will Yamhill County or the
City of McMinnville be responsible for the enforcement of these restrictions.

B. These restrictions run with the land and shall be binding on the owner or tenant of any or all of
the land and all persons claiming by, through or under them until ten years from the recording of
this document at which time these covenants shall be automatically extended for successive
periods of ten years. The owners of at least two-thirds (2/3) of the benefited properties may, at
any time, agree in writing to change these covenants in whole or part, and such agreement is
effective when duly recorded in Yamhill County real property records. Each legally subdivided
or partitioned portion of the benefited property shall entitle its owners to one vote.

C. Invalidation of any of these Covenants, Conditions and Restrictions by court order, judgment or
decree shall in no way effect any of the remaining provisions which shall continue to remain in
full force and effect.

D. If a suit or action (including an arbitration) is filed to enforce any of the terms of this agreement,
the prevailing party shall be entitled to recover from the other party, in addition to the costs and
disbursements provided by statute, any sum which a court (or arbitration tribunal), including any
appellate court, may adjudge reasonable as attorney fees.

DATED this 27 day of September, 2027.

West Valley Estates, LLC
An Oregon Limited Liability Company

By  [Signature]
Member
(Notarization on the following)

STATE OF OREGON

County of Yamhill

On the 27 day of SEPTEMBER, 2016, personally appeared Lori Zimmatt, who, being first duly sworn, did say that she is the manager of West Valley Estates, LLC, an Oregon limited liability company, and that said instrument was signed in behalf of said company by authority of its members; and she acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]

ABBY WEBB
NOTARY PUBLIC-OREGON
COMMISSION NO. 382062
MY COMMISSION EXPIRES JUNE 23, 2018
EXHIBIT "A"

WEST VALLEY ESTATES PHASE 2

A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 4 WEST, AND THE SOUTHEAST QUARTER SECTION OF 24, TOWNSHIP 4 SOUTH, RANGE 5 WEST, WILLAMETTE MERIDIAN, WITHIN THE WILLIAM G. DAVIS DONATION LAND CLAIM NO. 69 AND 45, CITY OF McMinnville, Yamhill County, Oregon
WEST VALLEY ESTATES – Phase 2

Located in the SW 1/4 of Section 19, T. 4 S., R. 4 W. and the SE 1/4 of Section 24, T. 4 S., R. 5 W., W.M., William Davis Donation Land Claim No. 69 and 45, City of McMinnville, Yamhill County, OR

City of McMinnville File No. 5-03-05

Date: 15 August 2006

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that WEST VALLEY ESTATES, LLC, is the owner of the lands, in fee, and COMMUNITY FINANCIAL CORPORATION, an Oregon Corporation, is the lien holder of the lands represented on the attached map and more particularly described in the Surveyor’s Certificate and have caused said lands to be plotted into lots, streets and easements as shown and noted on the attached map, and do hereby dedicate for the public use forever all street right of ways and easements for the purposes shown and noted on the attached map.

Acknowledgement

STATE OF OREGON }  
COUNTY OF YAMHILL )

On this 1st day of September, 2006, personally appeared before me, a Notary Public for the State of Oregon, JEFFREY A. ZUMMALT, Member, WEST VALLEY ESTATES, LLC, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

LORENZO ZUMMALT
Member, WEST VALLEY ESTATES, LLC

Commission Number: 320022

NOTARY PUBLIC
Signature:  
Yamhill County Commission

Commission Expires: Jun 29, 2008

Acknowledgement

STATE OF OREGON }  
COUNTY OF YAMHILL )

On this 1st day of September, 2006, personally appeared before me, a Notary Public for the State of Oregon, JOHN SATTERBERG, President, COMMUNITY FINANCIAL CORPORATION, and that this Declaration was voluntarily signed and sealed by him in behalf of and pursuant to authority of said corporation.

JOHN SATTERBERG
President, COMMUNITY FINANCIAL CORPORATION

Commission Number: 392002

NOTARY PUBLIC
Signature:  
Yamhill County Commission

Commission Expires: Jun 29, 2008

Notes

(1) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument No. 2002-22843, Yamhill County Deed Records.

(2) Pursuant to City of McMinnville Ord. 4282, a park fee shall be paid for each lot at the time of application for a building permit.

SURVEYOR’S CERTIFICATE

I, Matt Dunkel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as WEST VALLEY ESTATES – Phase 2, the boundary of which is described as follows:

Beginning at the northwest corner of Lot 4 of WEST VALLEY ESTATES – Phase 2, which is on the west line of Parcel 1 of Yamhill County Partition Plat No. 2004-35; thence North 00°20’51” West 930.28 feet along the west line of said Parcel 1 to the northwest corner of said Parcel 1; thence South 89°44’58” East 611.26 feet along the north line of Parcel 1 to the northeast corner of Parcel 2 of Yamhill County Partition Plat 1985-86; thence South 01°24’47” East 250.30 feet along the west line of said Parcel 2; thence North 89°45’05” West 226.42 feet; thence South 00°16’18” East 100.07 feet; thence South 11°04’09” West 50.90 feet; thence South 00°16’17” East 250.30 feet to the northwest corner of Lot 40 of WEST VALLEY ESTATES – Phase 1; thence North 89°44’33” West 232.96 feet along the north line of WEST VALLEY ESTATES – Phase 1; thence North 45°22’28” West 71.50 feet along said north line; thence North 89°44’36” West 94.95 feet along said line to the point of beginning.

Matt Dunkel
Matt Dunkel & Assoc.
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McMinnville, Oregon 97128
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This is an exact copy of the original plat of "WEST VALLEY ESTATES – Phase 2"