Declaration of Conditions, Covenants and Restrictions
For Westpark II Subdivision
In the County of Yamhill, State of Oregon
To Include Lots: 1 through 25

Declaration of Restrictions, Conditions and Covenants is applicable to Westpark 2 Subdivision.

Whereas, Pacific Construction, Inc., hereinafter referred to as the declarant, is owner of certain real property located in Yamhill County, in the state of Oregon, known as Westpark 2 Subdivision, a duly recorded plat:

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 declare that the following restrictions, conditions and covenants shall become and are hereby made a part of all conveyances of lots within the plat of Westpark 2 Subdivision recorded in microfilm records of Yamhill County, Oregon. And that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

1. LAND USE AND BUILDING TYPE: All lots shall be used for residential purposes only. Any owner may erect a structure to house garden equipment and personal property if said structure does not detract from the residential community. The floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1,600 square feet for each residential dwelling. No manufactured homes (mobile homes) shall be permitted. All buildings constructed shall conform to existing city of Newberg and Yamhill County building and zoning codes.

2. DETENTION POND AND DRAIN EASEMENT MAINTENANCE: Lot 25 is responsible for the cost of maintaining the detention pond and drainage easement even though this detention pond and drain easement benefits Lots 1 thru 25.

3. 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.

4. 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 wood material or an approved material, including chain link with slats.

5. ARCHITECTURAL CONTROL: No building shall be erected, placed, altered, painted, or repainted on any lot until the construction, plans and specifications, colors and a plan showing the location of the structure have been approved by the Architectural 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.
6. **STREET TREES AND LANDSCAPING:** Each builder shall landscape the front yard and plant street trees before occupancy as required by the governing body having jurisdiction. Side and rear yard landscaping must be completed within six (6) months of the 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. A minimum of one (1) street tree must be maintained by the homeowner on each lot. All trees, shrubs, grass and other landscaping items must be maintained so that it does not impact the beautification of other homes of Westpark 1. Architectural Control Committee will determine the tree species.

7. **PARKING:** No recreational vehicles, trailers or boats shall be stored or parked forward of the front building line or in the street right-of-way of each home for more than 72 hours. Storage for said vehicles for any period longer than 72 hours shall be screened from public view and shall be fenced on all sides. No owner shall permit any vehicle that 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 in an extreme state of disrepair when its presence offends the occupants of the neighborhood.

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 or an 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. **EXTERIOR MATERIALS AND FINISHES:** Siding material shall be natural wood material, or have the appearance of natural wood, masonry brick, stone, or a combination of these. Manufactured wood siding is allowed. All roofing shall be 30-year or better Architectural Composition. Vertical grooved siding must be approved by the Architectural Control Committee.

11. **ANTENNAS AND SERVICE FACILITIES:** Exterior antennas shall not be permitted upon the roof of any structure on any lot. Clotheslines and other service facilities shall be screened so as not to be viewed from the street or other lots. Antenna satellite dishes larger than 24 inches in diameter are not allowed on any lot.

12. **RUBBISH AND TRASH:** No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal. All garbage, recyclable, and yard debris containers are to be screened from public view. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any lots. Trash and garbage, properly bagged or boxed, may be permitted at street curbs on the night before or on pickup days only.

13. **HEATING AND AIR CONDITIONING:** Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Control Committee subject to location on the lot. Window mounted air conditioners shall not be allowed.
14. **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.

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

16. **SIGNS:** No signs shall be erected or maintained on any lot except not more than one "For Sale" sign placed by the Owner, Declarants or by a licensed real estate agent, not exceeding seven (7) square feet, may be temporarily displayed on any lot, provided the same shall not be a violation of the controlling governmental sign ordinances. Builder's project signs do not fall under the square footage limitation. "For Rent" signs are not permitted.

17. **GARAGE SALES:** No garage, yard, or other sale is permitted for more than seven (7) consecutive days, and shall not occur for more than a total of 2 weeks out of any calendar year.

18. **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. These covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of 14 or more of the platted lots.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of this date **May 14, 2005.**

Pacific Construction, Inc.

By: [Signature]
Douglas C. Harnar, President

STATE OF OREGON
COUNTY OF **Yamhill**

Personally appeared before me on the **14th** day of **May**, 2005, the above named Douglas C. Harnar, whom did say that he is President of Pacific Construction, Inc. an Oregon Corporation, and that he executed the foregoing as its voluntary act and deed.

[Signature]
Jody J. Watson
NOTARY PUBLIC for Oregon

MY COMMISSION EXPIRES: **July 18, 2007**
WESTPARK II

Located in
SE & SW 1/4 Section 7, T. J. S., R. 2 W., WM.,
James Morris Donation Land Claim #46,
City of Newberg, Yamhill County, OR
Newberg Planning File No. S-43-04
Date: 16 May 2005

Narrative

The purpose of this survey is to divide a tract of land described in the Surveys Certificate into lots, streets and easements as shown. This survey is based on monuments recorded in Yamhill County, Oregon, and are points located on the Property line of Westpark II. The survey line is a continuation of Westpark I which is also based on CS-111264. The basis of bearing is NORTHERN along Chatham Drive between the southwest corner of Westpark I and the SW corner of the James Morris Donation Land Claim.

City of Newberg Approvals

Note

1) This subdivision is subject to Declaration of Conditions, Covenants and Restrictions of WESTPARK II SUBDIVISION recorded in Instrument No. 200512333

Yamhill County Approvals

Yamhill County Approvals

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that PACIFIC CONSTRUCTION, INC. is the owner of the land herein described and has caused said land to be subdivided into lots and easements as shown in the attached plat, and does hereby dedicate Oxford Street and a 10' strip of land along the east side of Chatham Drive and a 10' wide strip of land along the west side of Oxford Lane, as shown to the public for road purposes, forever, and the easements for the purposes shown herein, and does hereby dedicate all common improvements to the public forever.

DOUGLAS C. HAARIAN, President
PACIFIC CONSTRUCTION, INC.

Acknowledgement

STATE OF OREGON )
COUNTY OF YAMHILL )

On this 16th day of June, 2005, did personally appear DOUGLAS C. HAARIAN 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.

JAN COULMAN, Yamhill County Clerk

SURVEYOR’S CERTIFICATE

L. Matt Bucknel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as WESTPARK II, the boundary of which is described as follows:

Beginning at a point on the west line of the James Morris Donation Land Claim No. 46, that is North 67° 50' from the southwest corner of said Morris (S.C. thence N9°39'41" E74.53' to west margin of Oxford Lane thence N0°39'57" E 74.21' to east margin of Chatham Drive thence South 33°45' along said east margin to the point of beginning.

JAN COULMAN, Yamhill County Clerk

Recorded in Instrument No. 20051233
15th Day of June 2005

YAMHILL COUNTY RECORDER
JAN COULMAN, COUNTY CLERK

This is a true copy of the original plat of WESTPARK II

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