DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO WHISTLERS RIDGE PHASE 2

This Declaration of Restrictions, Conditions and Covenants is applicable to WHISTLERS RIDGE PHASE 2, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, SUNNYRIDGE PARTNERS LLC, herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as WHISTLERS RIDGE PHASE 2.

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 declares that the following restrictions, conditions, and covenants shall become and are hereby made part of all conveyances of lots within the plat of WHISTLERS RIDGE PHASE 2, recorded on __________ 20__, as Recorder’s Fee No. __________ of the Plat 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.

ARTICLE I
Property Subject to these Covenants

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to these covenants shall constitute WHISTLERS RIDGE PHASE 2.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one half (2 1/2) stories in height and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or part for the protection of such swimming pool of for the storage of a boat, and/or camping trailer or mobile home kept for personal use, provided the location of such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, and placed on such lots as provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence(s) as a sale office, model home, or construction office for the purposes of home sales and house construction in WHISTLERS RIDGE PHASE 2.

(2) Dwelling Size

Except as hereinafter provided, the area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet of living space.
Declarant reserves the right to permit exceptions to this dwelling size requirement in selected locations. The Declarant may permit size exceptions where architectural design enhancements provides an overall appearance and value in conformance with the balance of the property. Such exceptions shall be made at the sole discretion of the Declarant. In no instance shall exceptions as may hereunder be granted, exceed a total of one-half (1/2) of the total lots.

(3) **Nuisances**

No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(4) **Parking**

Parking of boats, trailers, motorcycles, trucks, truck-campers, motor homes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(5) **Vehicles in Disrepair**

No owner shall permit any vehicle which is inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(6) **Fences**

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

(7) **Signs**

No signs shall be created on any lot except that not more than one “For Sale” sign placed by owner, the Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the “political” signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant, which must comply with the City of Newberg sign ordinances. The Declarant may maintain “For Sale” sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(8) **Temporary Structures**

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(9) **Livestock and Poultry**

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg.
(10) **Garbage and Refuse Disposal**

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(11) **Utilities**

All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within said phases. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable facilities provided. (Small satellite dishes are allowed).

(12) **Completion**

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically, during the course of construction, remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(13) **Business and Commercial Uses**

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any homebuilder and the Declarant, or Declarant's affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in said phases.

(14) **Landscape Completion**

All front yard landscaping must be completed within six (6) months from the date of the first occupancy of the residence constructed thereon. The Declarant, at his sole option and discretion, may require the contractor or builder of any residence on any lot to complete the front yard landscaping as part of their construction of the home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant. Street trees, as required by the local government agency shall be planted by buyer prior to home completion. Types of trees and exact locations are to be coordinated with the local government agency.

(15) **Antennas and Service Facilities**

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof on any structure on any lot so as to be visible from the street or adjoining lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.
ARTICLE III
Architectural Approval

(1) Procedures

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material; harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf.

(2) Action

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.

(3) Approval of Plans by Declarant

No building or structure, including but not limited to swimming pools, private greenhouses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) Nonwaiver

Consent by the Declarant to any matter proposed to it and within its jurisdiction under these covenants shall not be deeded to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

(5) Liability

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action of failure to act by the Declarant or his assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

ARTICLE IV
General Provisions

(1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owners of a majority of the platted lots. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) Enforcement
Should any person violate or attempt to violate any of the provisions of the covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at its or their option shall have full power an authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(3) **Expenses and Attorney’s Fees**

In the event any person or persons owning any real property embraced within the plat of WHISTLERS RIDGE PHASE 2, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney’s fees at trial and upon any appeal thereof.

(4) **Severability**

Invalidation of any of these Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

(5) **Limitation of Liability of Declarant**

Neither Declarant or any officer of director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or on behalf of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned being Declarant herein, has hereunto set its hand this the 7th day of **August**, 2002

SUNNYRIDGE PARTNERS LLC

By: Michael Hanks

By: Marc Willcuts

By: Mart Storm

STATE OF OREGON

County of Yamhill

On this 7th day of **August**, 20, before me personally known, who being duly sworn, did say that he is the Representative of Mike Hanks.

_O_
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]

Notary Public for Oregon

My commission expires: 5/6/05
WHISTLER'S RIDGE - Phase 2
A subdivision in the southwest quarter of Section 6, Township 3 South, Range 2 West, Willamette Meridian, part of the William T. Wallace Donation Land Claim No. 47, the City of Newberg, Yamhill County, Oregon.

Date: 1 August 2002

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that SUNNYRIDGE PARTNERS LLC is the owner of the land represented on the attached map of WHISTLER'S RIDGE - Phase 2, and more particularly described in the Surveys Certificate and have caused said lands to be plotted into lots, streets and easements as shown and noted, and do hereby dedicate "Ivy Drive" to the public use forever, and do hereby dedicate Tract "B" and Tract "C" to the City of Newberg for a pedestrian walkway, and do hereby dedicate easements for the purposes shown and noted, forever.

MARC WILLIOUT, Member
SUNNYRIDGE PARTNERS LLC
Acknowledgement

STATE OF OREGON )
COUNTY OF YAMHILL )

On this day the 15th day of August, 2002, did personally appear MARC WILLIOUT, 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.

MARC WILLIOUT, Member
SUNNYRIDGE PARTNERS LLC
Acknowledgement

STATE OF OREGON )
COUNTY OF YAMHILL )

On this day the 16th day of August, 2002, did personally appear MARY STORM, in the capacity shown in the above Declaration, who being duly sworn, did say that she is the identical person named in the foregoing instrument and that she executed said instrument freely and voluntarily.

MARY STORM, Member
SUNNYRIDGE PARTNERS LLC
Acknowledgement

NOTES

1) There is a 12' wide public utilities easement to the City of Newberg along both sides of Ivy Drive being created by this plat as shown herein.

2) This subdivision is subject to covenants, conditions and restrictions recorded in Instrument #__________________________

3) Tract "A" is a 8.00' wide strip of land dedicated to the City of Newberg for a pedestrian with public and private utilities easement.

4) Tract "B" is a 10.00' wide strip of land dedicated to the City of Newberg for a pedestrian with public and private utilities easement.

5) Existing Temporary Emergency Turnaround Easement per Instrument No. 2003-14841. Easement is made to expire when Ivy Drive is extended south of this plat.

SURVEYOR'S CERTIFICATE

I, Nathan Magnus, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as WHISTLER'S RIDGE - Phase 2, the boundary of which is described as follows:

Beginning at the INITIAL POINT, said point being the northeast corner of Whistlers Ridge - Phase 1 subdivision, thence South 000°00' West 316.65 feet to the southwest corner of Lot 6 of said WHISTLER'S RIDGE - PHASE 1 subdivision, thence South 72°00' West 8.01 feet along the east line of said WHISTLER'S RIDGE - PHASE 1 subdivision to a point of intersection with the north line of Parcel 3 of Partition Plan 1998-06, thence North 89°34'56" East 257.84 feet along said north line of Parcel 3 to an iron rod, thence North 000°00' East 324.74 feet to the southeast corner of Lot 123 of the Knoll, No. 1 subdivision, thence South 89°34'56" West 257.00 feet to the POINT OF BEGINNING.

By: Nathan Magnus, Oregon P.S. #35182
3765 Riverside Drive
Newberg, Oregon 97132
Phone: 503-972-7230
Fax: 503-972-7158
E-Mail: dundie@nw.com

This is an exact copy of the original subdivision plat.

NATHAN T. WILSON

GEO.S. NO. 2

REMARKS:

APPROVALS:

City of Newberg
Community Development Director
City of Newberg File #6-28-01
City of Newberg File #6-28-01

Yamhill County Recorder
Date

Yamhill County Tax Assessor
Date

Yamhill County Treasurer
Date

Yamhill County Commissioner
Date

Yamhill County Commissioner
Date

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