DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO WHISTLERS RIDGE PHASE 6

This Declaration of Restrictions, Conditions and Covenants is applicable to WHISTLERS RIDGE PHASE 6, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, COYOTE HOMES INC., herein after referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as WHISTLERS RIDGE PHASE 6.

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 6, recorded on Feb 15, 2005 as Recorder’s Fee No. 2005.02.309 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 6.

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 port 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 6.

(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 1975 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 ordinances.

(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 or 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. 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. The Owner of lot 38 to be responsible for maintenance of sidewalk and landscape of 16’ pedestrian walkway where it abuts their lot.

(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 deemed 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 6, 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 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 15th day of February, 2005.

COYOTE HOMES INC.

By: Marc Willcuts, President

STATE OF OREGON

County of Yamhill

On this 15th day of February, 2005 before me personally appeared Marc Willcuts being to me personally known, who being duly sworn, did say that he is the Representative of Marc Willcuts.

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

CARYN E. WALL
Notary Public for Oregon

My commission expires: Sept. 24, 2007
WHISTLER'S RIDGE - Phase 6

A subdivision in the southwest quarter of Section 8, 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.

Planning File 5-32-03
Date: 1 Dec 2004

Notes

1. This plat creates 10'-0" wide public utilities easements along the street margins as shown.

2. This subdivision is subject to covenants, conditions and restrictions recorded in Instrument #2005003085.

3. Treat "1" in a 0'-0" wide strip at land dedicated to the Public for a pedestrian walkway and public and private utilities purposes.

Narrative

The purpose of this survey is to establish that tract of land described in said from CORNELL HOMES, INC. to CHKSS, INC. and recorded in Instrument No. 2005004442, Yamhill County Court Records. The north line of this plat is the north line of Parcel 3 of Yamhill County Partition 06-07, which is also the south line of WHISTLER'S RIDGE, Phase 3, WHISTLER'S RIDGE - Phase 5, WHISTLER'S RIDGE - Phase 4 and WHISTLER'S RIDGE - Phase 2. The east line of this Plat is the east line of Parcel 06-07. The west line is that part of the west line of WHISTLER'S RIDGE - Phase 2 and the north line of Parcel 06-07. The property's expansion of said parcels is to the north line of said Parcel 3. The geometry of this plat is based completely on FY-98-05 and the basis of survey in FY-98-06.

SURVEYOR'S CERTIFICATE

I. Matt Dunkel, do hereby certify that I have correctly surveyed and marked with proper monuments the land herein shown as WHISTLER'S RIDGE - Phase 6, the boundary of which is more particularly described as follows:

Beginning at the northeast corner of Parcel 2 of Partition 06-07, thence North 89°47'52" East 622.95 feet to the east line of Parcel 3 of said FY 98-06; thence North 00°30'27" East 292.38 feet to the northeast corner of said Parcel 3, thence South 89°47'52" West 949.81 feet along the north line of Parcel 3 from the northeast corner of Parcel 2; thence South 00°30'27" West 110.87 feet to the south line of Parcel 3 and thence South 88°45'32" East 22.00 feet to the south line of Parcel 3; thence South 00°30'27" East 100.00 feet to the south line of Parcel 3; thence North 88°45'32" East 22.00 feet along said north line to the point of beginning.

Matt Dunkel
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Sheet 2 of 3
WHISTLER'S RIDGE - Phase 6

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.

Planning File 5-32-03
Date: 1 Dec. 2004

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that COTYNE HOMES, INC., is the owner of the lands represented on the attached map of WHISTLER'S RIDGE - Phase 6, and THOMAS A. GAL, sole trustee of his trustors in trust under the GAL TRUST dated July 2, 1996 and restated on April 8, 2002 and any amendments thereto, as beneficiary, dated March 1, 2004, recorded March 2, 2004 as Instrument No. 20040215, and more particularly described in the Surveyor's Certificate and has caused said lands to be platted into lots, streets and easements as shown and noted, and does hereby dedicate all easements for public for street purposes, and do hereby dedicate of easements for the purposes shown and noted herein and do hereby dedicate tract "F" to the public for a pedestrian walk way and public utilities easements forever.

MARC WILCUTS
President of Coyote Homes, Inc.

Acknowledgement

STATE OF OREGON }
COUNTY OF YAMHILL }

On this day the 29th day of December 2004, the person or persons appearing MARC WILCUTS in the capacity shown in the above Declaration, acknowledged, and 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.

Affidavit of Consent to the Declaration

By THOMAS A. GAL

Recorded in Instrument No. 200503581

Charles Stern, Yamhill County, Clerk

APPROVALS:

City of Newberg

City of Newberg Planning Director

City of Newberg Planning File 5-32-03

City of Newberg Recorder

Yamhill County Tax Assessor

Yamhill County Commissioner

Yamhill County Commissioner

Yamhill County Commissioner

Not available for signature

Yamhill County Commissioner

Yamhill County Commissioner

OFFICIAL YAMHILL COUNTY RECORDS
JIM COLEMAN, COUNTY CLERK

02/12/2005 02:17:24 PM

This is a true and exact copy of the original plat of WHISTLER'S RIDGE - Phase 6

Matt Dunkel
5765 Riverside Drive
McMinnville, Oregon 97128
Phone: 503-372-7804
Fax: 503-372-5067
E-Mail: dunkel@zinkcorp.com

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
MATTHEW E. DUNKEL

Renewed 31 December 2005

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