DECLARATION OF
CONDITIONS, COVENANTS AND RESTRICTIONS
APPLICABLE TO WILDERNESS CANYON

Declaration of Conditions, Covenants and Restrictions is applicable to Wilderness Canyon Subdivision.

Whereas, Powell Industrial Builders, Inc., hereinafter referred to as the declarant, is owner of certain real property located in Yamhill County, in the state of Oregon, known as Wilderness Canyon, 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 Wilderness Canyon recorded in file volume 3, page 305, 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.

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.

ARTICLE II
RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE
No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half (2½) stories or 35' in height and an attached 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 for the storage of a boat and/or camping trailer kept for personal use, provided the location of use structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot.

The provisions of this section shall not be deemed to prohibit the right of any housebuilder 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 as a model home for the purpose of sales in Wilderness Canyon.

All buildings constructed shall conform to existing Yamhill County building and zoning codes.
Any clearing or cutting of trees within the canyon walls, with the
exception of excavation for the construction of a home, must be
approved by the majority of owners in the subdivision. The individ-
ual homeowner is responsible to secure the permission in writing.

No commercial logging will be permitted in Wilderness canyon unless
approved by 13 homeowners.

(2) PROVISIONS FOR FUTURE DEVELOPMENT

The shadow plat, as approved by the City of Newberg and Yamhill County,
is an exhibit attached to the CCR’s. The shadow plat will serve as a
guideline for future urban development.

All property owners consent to the dedication of right-of-way within
the temporary building restrictions at the written request of any
adjoining property where the shadow plat indicates access will be
provided to any future lot.

(3) DWELLING SIZE AND SETBACKS

The ground floor area of the main structure, exclusive of one-story open
porches and garages, shall not be less than 1800 square feet for a one-
story dwelling, nor shall the ground floor level be less than 1000
square feet for a two-story dwelling. The total living levels of multi-
level dwellings shall not be less than a total of 1900 square feet.
There shall be a minimum building setback of thirty (30) feet from the
front property line and a minimum of fifteen (15) feet from rear and
side property lines.

The residence shall not be located on more than two(2) lots as shown
on the shadow plat of Wilderness Canyon.

Although the area below the 20% slope break line shall be labeled as
open space, daylight basements and decks will be allowed to encroach
into this area.

(4) EASEMENTS

For installation and maintenance of utilities and drainage facilities
are reserved as shown on the recorded plat.

(5) NUISANCES

No noxious 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.

(6) PARKING

Parking of boats, trailers, motorcycles, 1/2 ton or larger trucks, truck-
campers and the like equipment shall not be allowed on any part of said
property nor on public ways adjacent thereto excepting when parked in
the residential driveway for not more than seven (7) consecutive days
or within the confines of any 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. No parking of any kind shall
be allowed on public roadways within the subdivision.

(7) VEHICLES IN DISREPAIR

No owner shall permit any vehicle which is in an extreme state of dis-
repair 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 to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

(8) FENCES
As defined in this section, "fencing" shall mean any barrier or wall, including trees and shrubs. Planting or site obscuring fences shall not exceed (4) feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of a site obscuring fence located on the remainder of the lot shall be six (6) feet. Fences shall be well constructed of suitable fencing materials and shall not detract from the appearances of the dwelling houses located on adjacent lots or be offensive to the owners or occupants thereof.

(9) SIGNS
No signs shall be erected 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 "political" signs on any lot by the owner, or the placement of a professional sign by the developer or declarant.

(10) TEMPORARY STRUCTURES
No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence whether temporarily or permanently. Tents used for recreational purposes will be limited to seven (7) consecutive days.

(11) LIVESTOCK AND POULTRY
Pigs or animals, excepting swine, may be kept on the premises. They must be contained on their owners land and they must be limited in number, maintained in a clean healthy quarters and kept reasonably quiet so that they are not a nuisance to the neighbors. No animals may be kept, bred, or maintained for any commercial purpose.

(12) GARBAGE AND REFUSE DISPOSAL
No lot or open space shall be used or maintained as a dumping or burying ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(13) UTILITIES
All plumbing facilities shall comply with the requirements of the plumbing code of Yamhill County. No outdoor overhead wire or service drop for the distribution of electric energy or for tele-communication purposes will be allowed. Nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained within Wilderness Canyon. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.
(14) **MAINTENANCE**
All lots, at all times, shall be kept in a neat and orderly condition, free of debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. Areas beyond the 20% slope are exempt from this condition.

(15) **BUSINESS AND COMMERCIAL USES**
No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be kept or stored outside of the house or garage on any lot, excepting the right of any homeowner and the declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction and to use any single family residence as a model home for the purpose of sales in Wilderness Canyon. After commencing construction homes must be completed within one year.

(16) **LANDSCAPE COMPLETION**
All front yard landscaping must be completed within six (6) months from the date of posting notice of completion or the date of occupancy of the residence constructed thereon, whichever occurs first. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time.

(17) **ANTENNAS AND SERVICE FACILITIES**
Exterior antennas shall not be permitted to be placed 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 are allowed on any lot if screened from the streets and adjacent lots.

(18) **EXTERIOR MATERIALS AND FINISHES**
Each dwelling shall be constructed with a minimum square footage per Article II, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches.

Each dwelling shall be constructed using conventional double-wall wood framing.

Siding material shall be natural wood materials, or have the appearance of natural wood, masonry brick, stone, stucco, or a combination of these. Manufactured wood siding is allowed. No T 1-11 is allowed on residences in view of the street. Outbuildings must be painted to match residences.

All roofing shall be architectural composition, tile, wood shakes or standing seam metal roofing. Window frames will be wood or vinyl.

The location, color, size design, lettering and other particulars for the paper delivery boxes shall be subject to approval of the declarant.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

(1) Architectural control shall be by the declarant. All plans and specifications of houses to be constructed in Wilderness Canyon shall be approved in writing by the declarant. In the event that the declarant fails to approve or disapprove the plans and specifications within
thirty (30) days after they have been submitted, or in any event, if no
suit to enjoin the construction has been commenced prior to the comple-
tion thereof, approval will not be required and the related covenants
shall be deemed to have been fully complied with. No two lots shall
have identical or nearly identical elevations as determined by the
declarant. One set of architectural plans submitted to the declarant
shall include:
(A) Floor plans, indicating building dimensions and areas.
(B) Building elevations indicating exterior materials, colors,
window sizes and locations, and building height of all pro-
posed buildings.
(C) Lot plan indicating locations of all improvements, includ-
ing buildings, fencing, patios, drives and walks.
Within ten (10) days of receipt of the plans and $50.00 fee, the de-
clarant shall return the set of plans and either:
Issue a notice of compliance or non-compliance; issue a notice
indicating conditional approval with corrections. Plans shall be
again submitted to the declarant for a notice indicating approval.
Any changes to the approved plans shall be reviewed by the declarant.

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 therein. These covenants can be terminated and
revised 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 a 75% majority of the platted owners.

(2) ENFORCEMENT
Should any person violate or attempt to violate any of the provisions
of these covenants, any person or persons owning any real property em-
braced within this plat, including the declarant, at its or their
option, may have full power and authority to prosecute any proceed-
ing 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 vio-
lation. 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 Wilderness Canyon 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 fees at trial
and upon any appeal thereafter.
(4) SEVERABILITY
Invalidation of any one of these covenants by judgement 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 nor any officer or director thereof, shall be liable
to any owner on account of any action or failure to act 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 the declarant herein, has
hereunto set its hand on this 4th day of JAN, 1993.

Powell Industrial Builders, Inc.

Le Roy Powell, President
SURVEYOR'S CERTIFICATE:

I, DONALD C. COOLEY, a registered land surveyor in the state of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments 3/8" x 3/8", iron rods with yellow plastic caps marked D. COOLEY L.S. 1986, the lands shown on the attached map and being more particularly described as follows:

**BOUNDARIES**
- At the south corner of the property, a found 3/8" iron rod at the southeast corner of this property.
- At the east corner of the property, a found 3/8" iron rod before mentioned.
- At the west corner of the property, a found 3/8" iron rod before mentioned.
- At the north corner of the property, a found 3/8" iron rod before mentioned.

**DESCRIPTION**
- The property line along Dayton Avenue was adjusted to align with the realignment of Dayton Avenue per C.R.S. 752B.
- Property corners were previously found and set in D.P. plat 613 of bearing 15' along Dayton Avenue per C.R.S. 752B.
- Equipment used: Wild PX-7 theodolite and a Red 1-130 EDM.

**APPROVALS**
- Approved this 24th day of January, 1993.
- Dale Owens
  YAMhill COUNTY COMMISSIONER

**DECLARATION**

Know all men by these presents that Powell Industrial Builders "LEROY POWELL, PRESIDENT, MARIAN POWELL, SECRETARY/TREASURER." A STATE OF OREGON, a corporation are the owners of the lands shown on the annexed map and described in the surveyor's certificate and map on file in my office to be surveyed and divided into lots and streets and be dedicated as "wildsmere canyon phase 2." I do hereby dedicate to the public use forever the streets as shown on the附件d map.

**ACKNOWLEDGMENT**

STATE OF OREGON
COUNTY OF YAMHILL

I do hereby certify that the attached plat was received for record on this 19th day of JANUARY 1992 and recorded in book 1285, page 7736 of deed records of Yamhill County, Oregon.

**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO CREATE LOTS AND TO COMPLY WITH THE YAMHILL COUNTY PLANNING DEPARTMENT Docket No. 80-44. ALL PROPERTY CORNERS WERE FOUND IN PLACE AND MAILED, EXCEPT ALONG DAYTON AVENUE. THE PROPERTY LINE ALONG DAYTON AVENUE WAS ADJUSTED TO ALIGN WITH THE REALIGNMENT OF DAYTON AVENUE PER C.R.S. 752B. PROPERTY CORNERS WERE PREVIOUSLY FOUND AND SET IN D.P. PLAT 613 OF BEARING 15' ALONG DAYTON AVENUE PER C.R.S. 752B.

**NOTE**

THE CENTERLINE MONUMENTS TO BE SET AT COMPLETION OF PHASES OF STREET. SEPTIC TANK DRAINFIELDS HAVE BEEN APPROVED FOR THOSE AREAS SERVED HOMES. THE PLACEMENT OF A DRAINFIELD SHALL BE AS PERMITTED BY THE COUNTY SANITARIAN. LOTS 15, 14, AND 13 WILL NOT BE PROVIDED WITH CITY SERVICES OR PRIVATION OIL TREATMENT FACILITY OR SEPTIC SYSTEM.

**APPROVED THIS 7TH DAY OF JANUARY 1993.
- Roland Cole
  YAMHILL COUNTY COMMISSIONER**