DECLARATION

OF

PROTECTIVE COVENANTS

FOR

McLAIN WEST NO. 6

79025568

This Declaration of Protective Covenants is applicable to McLain West No. 6.

WHEREAS, Stone-Fox Investment Co. hereinafter referred to as Declarant, is owner in fee simple of certain real property located in the County of Washington State of Oregon, known as McLain West No. 6, a duly recorded plat.

WHEREAS, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property.

NOW, THEREFORE, the Declarant does hereby certify and declare that the following reservations, conditions and covenants shall become and are hereby made a part of all conveyances within the plat of McLain West No. 6 recorded June 27, 1979 Book: 47 Page: 1 & 2 , of Plat records of Washington County, Oregon and that the following reservations and conveyances shall apply thereto as fully and with the same effect as if set forth at large therein.

A. RESIDENTIAL COVENANTS

(1) Land Use and Building Type

All lots shall be used 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 stories in height and a private garage for not less than two cars. The foregoing provisions shall not exclude construction of a private swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such 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 home-builder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or a model home for purposes of sales in McLain West No. 6.

(2) Dwelling Size

The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than 900 square feet for a one-story dwelling, nor shall the main level be less than 800 square feet for a dwelling of more than one-story.

(3) Building Setbacks

All dwellings constructed upon said property shall conform to the set back restrictions as defined in the Washington County ordinances, unless a variance is granted through approved procedure.

(4) Easements

Easements for installation and maintenance of utilities and drainage ways (drainage channels) are reserved as shown on the recorded plat; and over the front 6 feet of all lots and 5 feet along the side and rear lot lines of all lots. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which obstruct or change the direction of flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

(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) Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence whether temporarily or permanently.

(7) Parking

Parking of boats, trailers, motorcycles, truck, truck-campers 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 or stored behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. Included also in this section is the prohibition of the parking of junk cars and disabled vehicles of any kind.

(8) Fences and Hedges

No fence or hedge exceeding six feet in height shall be erected or placed or permitted to remain on any lot. Fences shall be well constructed of suitable fencing materials and shall not detract from the appearance of the dwelling house located upon the lot, detract from the appearnace of the dwelling houses located on the 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" or "For Rent" sign placed by the owner, the Declarant or by a licensed real estate agency, not exceeding twenty four (24) inches high and thirty six (36) inches long, may be temporarily displayed on any lot, and except one professional sign of not more than three square feet which must comply with the Washington County sign ordinances. Subdivision signs for sale of original homes are excluded from this requirement.

(10) Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

(11) Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping 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 or disposal of such materials shall be kept in a clean and sanitary condition.

(12) Utilities

All plumbing facilities shall comply with the requirements of the Building Code of Washington County. No outdoor overhead wire or service drop for the distribution of electric company energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within McLain West No. 6. All owners af 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.

(13) Completion

Construction of any dwelling shall be completed including exterior decoratic within 8 months from the date of the start of such construction. All lots shall prior to construction of improvements thereon, be kept in a neat and orderly condition and 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.

B. 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 declarations, conditions and covenants can be terminated and revoked or amended by duly recording an instrument which contains an agreement providing for termination and revocation, or amendment, and which is signed by the owners of seventy-five (75%) of the platted lots.

(2) Enforcement

Enforcement shall be by processing at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(3) Severability

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

C. Plat Restrictions

(1) All benefits, rights and duties of undivided and common ownership, including but not limited to the use and maintenance of all common areas designated in this plat and entitled tract "T" shall inure to the owner of each and every platted lot in this plat (and all previous and subsequent plat in the McLain West series) and shall forever run and remain with the ownership of said platted lot. In the event of failure to fulfill any or all duties and responsibilities of responsible ownership by the said lot owners, and each of them, or by their delegated agent for such, the Board of County Commissioners of Washington County, or its successors or Delegates is hereby granted the right to enforce said duties of responsible ownership, including but not limited to reasonable maintenance compatible with the other areas and lots in the plat, against the owners of said lots, jointly and severally by all means provided by law. However, said aforementioned duties and responsibilities to maintain and the liability arising therefrom shall be released subject to the right and responsibility of any existing or future public or private entity that may, with the approval of the Washington County Board of County Commissioners accept responsibility for maintenance of the aforementioned tract "T". Tract "T" to be used for storm drain purposes.

(2) A six foot easement shall exist along all front lot lines and a five foot easement shall exist along all side and rear lot lines for installation and maintenance of utilities and for storm drain purposes. The drainage easement (drainage channel) along the side and back of all lots shall not be obstructed by individual property owners. Fences, trees and other landscaping shall be installed in such a way as to not block or obstruct established drainage ways.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has here unto set its hand this 29th day of June, 1979.

Stone-Fox Investment Co.

BY Edgar L. Stone

Edgar L. Stone

Neil E. Fox

Neil E. Fox

STATE OF OREGON,

County of Washington ss

be it remembered, that on this 29th day of June 19 79 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Edgar L. Stone and Neil E. Fox

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Myron L. Elliott

Notary Public for Oregon

My Commission Expires Sept. 20, 1980

My Commission expires ____

4

STATE OF OREGON } ss
County of Washington

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

ROGER THOMSSEN, Director of Records & Elections