

## **Draft Covenants, Conditions, and Restrictions**

**NOTICE  
REGARDING  
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable

Oregon Version 20150707

Mail Tax Statements To:  
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After Recording Return To:  
Alan M. Sorem, Attorney  
PO Box 470  
Salem, OR 97308

**DECLARATIONS  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PHILLIPS ESTATES SUBDIVISION PHASE III  
STAYTON, OREGON**

This Declaration of Protective Covenants is applicable to Phillips Estates Subdivision Phase II and all lots and blocks inclusive.

**WHEREAS**, JCNW Family LLC, hereinafter referred to as "Declarant" is the owner in fee simple of certain real property located in the City of Stayton, County of Marion, State of Oregon, known as Phillips Estates Subdivision Phase III, a duly recorded plat. Whereas, the Phillips Estates Subdivision Phase III is a Class III planned community as defined under the Oregon Planned Community Act.

**Now, THEREFORE**, the Declarant does hereby certify and declare that the following Covenants, Conditions, and Restrictions shall become and are hereby made a part of all conveyances on all lots inclusive, with the plat of Phillips Estates Subdivision Phase III, recorded the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in Marion County Book of Town Plats, Volume \_\_\_\_, Page \_\_\_\_, Marion County, Oregon.

**Article I  
DEFINITIONS**

As used this Declaration, unless the context otherwise requires:

1. "Lot," means all lots within Phase III of the Phillips Estates Subdivision as shown on the subdivision plat.
2. "Dwelling" or "Dwelling Unit" means any building or other structure, or any portion thereof, which is placed on or situated upon any lot, and which is designed and intended for residential use by one or more persons, or which is used as a residence.
3. "Owner" means the person or persons who are the holders of record of fee simple title to any Lot within the development.
4. Where the lot in question is the subject of one or more land sale contract, the purchase under the last said contract shall be regarded as the Owner of the lot.

**Article II**  
**ARCHITECTURAL REVIEW COMMITTEE**

1. Establishment of Committee. The Declarant or Declarant's authorized representative or the Declarant's successor-in-interest shall establish an Architectural Review Committee (hereinafter called "ARC"), which shall be composed of two or three persons who are then owners of one or more lots or interests therein. Provided, however, that until all the lots are sold by the Declarants and the houses on said lots are constructed, one or more of the Declarants will serve on the ARC. Until January 1, 2036 each of the Declarants who serve on the ARC shall have three votes on each matter which comes before the ARC, and each other member shall have one vote. Members of the ARC shall serve at the pleasure of the Declarants, and if at any time the Declarants fail to appoint members to the ARC, the Declarants shall themselves serve as the ARC. No rule or regulation shall be adopted and no finding, determination, ruling, order, consent, authorization or approval shall be promulgated by the ARC except by the majority vote of the entire number of votes entitled to be cast by the members of the ARC. In no event shall the powers and duties herein granted to the ARC in any way alter or affect the ultimate control or authority of the Declarants.

**ARTICLE III**  
**SUBMISSION AND APPROVAL OF PLANS FOR IMPROVEMENTS**

1. No structure shall be erected, placed or altered on these lots, nor shall any excavation, grading, or landscaping be commenced or completed thereon prior to written approval by the ARC of the site, construction and landscaping plans and specifications, including, but not limited to, the following:
  - a. Such details as are required by the City of Stayton for building permit issuance, if applicable.
  - b. A description of exterior materials, finish, color and grades of material where applicable. Fences shall be subject to such description. Exterior painting, repainting, remodeling, or additions shall require submission and approval of plans.
2. The ARC may grant or withhold approval based on any criteria it reasonably deems is necessary to preserve the quality and character of the subdivision.
3. Plans, drawings and specifications that have been neither approved nor rejected within 45 days from the date of submission thereof to the ARC, shall be deemed approved. The ARC may retain one set of plans as approved.

**ARTICLE IV**  
**OCCUPANCY AND USE OF LOTS**

The following covenants, conditions and restrictions 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. It is the intent of the Declarant that the following covenants, conditions and restrictions shall run with all the land, as provided by the law, and shall be binding on all parties and all persons claiming under them, and for the benefit of the limitations on all future owners in such

subdivision, this declaration being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified below:

1. Dwelling Units. No mobile home or manufactured home or modular home shall be brought upon any lot within the development and used as a temporary or permanent residence thereon. No dwelling unit shall be built, constructed, erected or placed on a lot in the development unless:
  - a. At least four of the following design features shall be included on the sides of a building facing a street, public right of way or open space.
    - (1) Dormers or gables
    - (2) Cupolas
    - (3) Bay or bow windows
    - (4) Exterior shutters
    - (5) Recessed entries
    - (6) Covered porch entries or porticos
    - (7) Front porch of at least 100 square feet
    - (8) Covered or uncovered balconies
    - (9) Pillars or posts
    - (10) Eaves with a minimum 18 inch projection
    - (11) Exterior brick work or masonry on a minimum of 15% of the façade, not including the area of doors and windows;
  - b. All buildings sides facing a street, public right of way or open space shall have a minimum of 15% in windows or doors with glazing.
  - c. A break in wall plane of at least 16 inches every 30 feet.
  - d. Offsets or breaks in roof elevation of at least 2 feet every 30 feet.
  - e. The dwelling unit contains at least 1,400 square feet in a single story or 1,800 square feet in two stories of covered, heated living space, exclusive of the garage.
  - f. The dwelling unit is a single-family residence, as defined in the applicable provisions of the City of Stayton Zoning Code. Duplexes are not permitted.
  - g. The location, plans and any specifications required by the ARC for the dwelling unit and for all landscaping and other improvements built, constructed, erected or placed on the lot in connection with the dwelling unit shall be approved by the ARC prior to start of construction.

- h. The roof of the dwelling unit shall be composed of wood shake, wood shingles, tile, architectural composition shingles or any other material specifically approved for use on said dwelling by the ARC. The ARC shall determine a minimum thickness of architectural composition shingles.
  - i. The exterior sides of the dwelling unit shall be covered with any of the following: brick, stone, wood siding or any other material specifically approved for use on said dwelling by the ARC. No T-111 type siding shall be used on any exterior portion of the dwelling unit.
  - j. Any auxiliary buildings placed on a lot will have the same siding, color scheme, and roofing materials as the dwelling unit on that lot. The auxiliary building must meet the City of Stayton's setback and height restrictions as well as any other city zoning code.
  - k. Play equipment, including basketball goals, must be placed in the rear of the lot. Absolutely no equipment will be allowed in the front of the residence.
  - l. No awnings, patio covers, decorations, antennae, aerials, radio or television broadcasting or receiving devices, shall be applied to all or any part of the exterior surface of any dwelling unit without the prior review and approval of the ARC.
  - m. No paint or other finish shall be applied to all or any part of the exterior surface of any dwelling unit without the prior review and approval of the ARC.
  - n. No fence shall be installed on any lot without the prior review and approval of the ARC. All fence design types, sizes, locations, materials and colors must be approved by the ARC.
    - (1) There shall be no fences in the front yard of residential structures.
    - (2) If a lot adjoins an open space, trail or water way, any fence not located in the front yard or between two structures must be 50% open and no more than 4 feet in height. Alternately, a solid fence of not more than 6 feet in height may be allowed in rear yards for privacy if an additional 10 feet of public open space is added between any trails, waterways or common open space and the fence and that area is landscaped to buffer and conceal the fence.
  - o. All exterior wires for television, radio, telephone and electrical service shall be installed underground.
2. Accessory Building and Structures. No temporary structure of any kind shall be constructed upon or moved upon any lot except a small structure for use by a builder as his construction shack during the period of construction of the dwelling unit on the lot. The ARC must approve any accessory buildings and locations.
  3. Vehicle and Boat Parking and Storage. No Commercial use trucks or vans (except vehicles of 1 ton weight or less deemed to be passenger type vehicle), or trailers, boats, campers, recreational vehicle, or similar vehicles or equipment shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the

purpose of loading or unloading or for a service call; provided, however that such a vehicle may be kept within an owner's enclosed garage. No vehicles or other equipment of any kind shall be parked on any portion of the property while such vehicles are in a state of disrepair.

All automobiles, trucks, buses, trailers, travel trailers, motor homes, campers, boats, and recreational vehicles which are brought upon any lot in the development shall either be parked or stored in a garage, or shall be parked or stored in a location behind the front line of the garage. Graveled or paved parking areas in the front yard outside of the driveway are prohibited.

4. Maintenance and Repair of Improvements. All buildings and other structures and improvements constructed, placed or erected on a lot shall be properly maintained and kept in good condition and repair so as to enhance and preserve the aesthetic attractiveness of the development. Outdoor storage of garbage, trash, agricultural machinery, lawn mowers, building materials, toys, furniture, appliances, automotive parts, garden equipment, or like requirement, is not permitted in the front yard or within direct view from any street. Covering with a tarp is not considered to be out of sight.
5. Landscaping Areas. A minimum of fifteen percent of each Lot shall be landscaped. Landscape plans must be submitted to the ARC for approval. Lot owners must receive approval of the landscape plans prior to construction of the landscape. Except during the period of construction of any improvements thereon, all portions of each lot within the development shall be kept entirely free of accumulations of trash and rubbish. All yards shall be kept in a neat and clean condition at all times. Landscape maintenance shall include, but not be limited to, the mowing and edging of all lawn areas; the pruning and cutting of all trees and shrubbery; the weed removal from all planting beds; and the fertilizing and watering of all plant materials and lawn. All landscape maintenance shall be executed in a manner and with such frequency as is consistent with good property management.
  - a. All landscaping must include underground irrigation for all lawn areas.
6. General Restrictions. No use of any lot or lots will be allowed that in any manner infringes on the rights of any abutting lot owner or lot owners. No offensive or noxious activity shall not be allowed, nor shall anything be done thereon which might be or become a nuisance or annoyance to the adjacent lot owners, or which might detract from the value of the lots as a residential development.
7. Completion of Construction and Landscaping. Work on all buildings and other structures which are built, constructed, erected or placed on a lot shall in each case be completed (included painting, staining, and other exterior finish work) within one year after the commencement of such work. No dwelling shall be occupied for residential purposes on a temporary or permanent basis until all construction work thereon has been substantially completed. All landscaping shown on the plans and specifications approved by the ARC shall be completed within six months following completion of the building adjacent to the landscaping. No heavy equipment such as dump trucks or backhoes shall remain in the street on Saturdays or Sundays during house construction unless actual work is being performed on these days. Materials shall not be stock piled in the streets. In additions, streets shall be left in a clean condition. The Owner or Builder is responsible for trash that blows off the site and shall retrieve such trash immediately. There will be no stockpiling or

dumping on adjacent lots, or on streets, driveways or easements. The intent of this provision is to maintain the appearance of Phillips Subdivision for potential house buyers. Exterior decoration and landscaping shall comply with all applicable requirements of local zoning ordinances. All lots shall, prior to construction of improvements thereon, be kept in a neat and orderly condition and mowed to maintain grass height of no more than 6-inches. Any damage to streets, drainage inlets, sidewalks, street lights, street markers, mailboxes, landscaping, etc. will be repaired immediately by the Builder or Owner, or the Developer will cause repairs to be done and such cost will be billed to the responsible party.

8. Livestock and other Animals. No livestock shall be kept temporarily or permanently upon any lot within the development. No other animals except for dogs, cats and other household pets may be kept on any lot within the development. Dogs, cats and other household pets may not be kept or raised for commercial purposes and may not be permitted to stray onto other lots, or to cause disturbances, damage or discomfort to others. Dogs must be kept inside buildings or fenced areas or on leashes at all times.
9. Residential Uses. No commercial activities of any kind shall be carried on in any living unit or on any other portion of the property, except activities reasonably related to the sale or rental of lots of living units. However, nothing herein contained shall be construed to prevent or prohibit an owner from maintaining the owner's professional personal library, keeping personal business or professional records or accounts, handling business or professional associates in any living unit or otherwise on the property.
10. Signs. No sign of any kind shall be displayed to public view except one professional sign of not more than five (5) square feet advertising the property for sale, rent, or lease, or a sign not more than thirty-two (32) square feet used by the Declarant to advertise the property, including future phases, during the construction and sales period.

## **ARTICLE V GENERAL PROVISIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

1. Transfer of Rights. At any time subsequent to the execution of this Declaration, the Declarant may by written instrument transfer and assign Declarant's rights, powers, liability and authority as Declarant to any other person or legal entity whom it may designate; and such person or entity shall thereupon succeed to all rights, powers, authority and liability of Declarant under this Declaration. No such transfer or assignment of Declarant's rights powers, authority, or liability shall be inferred from Declarant's conveyance of a lot or lots within the subdivision.
2. Continuation. All of the above Covenants, Conditions and Restrictions shall run with said real property and shall be binding upon and Inure to the benefit of (i) any successor-in-interest or assignee of the Declarant, and (ii) upon the original purchaser from the Declarant of each residential lot in Phillips Estates Subdivision Phase II and (iii) upon each successor-In-interest of such original purchaser, for a period of 25 years from the date these covenants are recorded, unless an instrument signed by the owners of record of a majority of the residential lots In Phillips Estates Subdivision Phase II has been recorded, agreeing to change such covenants in whole or in part. Thereafter, these Covenants, Conditions, and Restrictions shall be automatically extended for successive 10-year periods, subject to the continuing power of the owners of a majority of the residential lots to change the covenants as set forth above. Notwithstanding anything to the contrary

herein contained, the Covenants, Conditions, and Restrictions shall not be amended or terminated without the consent of the Declarant or its successor-in-interest as developer prior to January 1, 2025.

3. Enforcement. Declarant or any lot owner may seek enforcement of the Covenants, Conditions, and Restrictions. Enforcement shall be by proceedings at law or in equity, and may be brought against any person or persons violating or attempting to violate any Covenant, Condition, or Restriction stated herein. Proceedings may be brought to restrain violation, to recover damages, to compel specific performance (including, but not limited to, the removal or modification of any improvements, constructed or placed on a residential lot without the approval required hereunder or otherwise in violation of the declaration) or any combination of such remedies. The party prevailing in such proceedings shall be entitled to recover from the party not prevailing all costs and expenses, including reasonable attorney fees, incurred by the prevailing party, at trial and upon any appeal. Failure to obtain the necessary approval from Declarant, its authorized representative or successor of the site, construction and landscaping plans and specifications shall constitute a violation of these Covenants, Conditions, and Restrictions, and will entitle Declarant or its successor to require the owner to modify or remove an improvement at the expense of the owner.
4. Severability. In the event that any portion of this declaration is held to be invalid, illegal or unenforceable, such event shall in no way affect any other provisions, which remain in full force and effect.
5. No-Waiver by Non-Enforcement. The various restrictive measures and provisions of this declaration are declared to constitute equitable covenants and servitudes for the protection of each lot within Phillips Estates Subdivision Phase II, and failure by Declarant or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter, or be deemed a waiver of the rights to enforce such measure or provision in the future.

IN WITNESS WHEREOF, the undersigned Declarants have hereunto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
William J. Martinak

\_\_\_\_\_  
Jennifer L. Martinak

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by the above named William J. Martinak and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by the above named Jennifer L. Martinak and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_