

Restrictive Covenants

For

STONE CREEK CROSSING

- 1. No lot may be used for any purpose except for the construction and maintenance of a residential building and no such residential structure on any such lot shall be designed, constructed or used for more than one family.**
- 2. No lot shall be re-subdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. However, this provision shall not prohibit building one such residential structure on more than one lot, subject to the approval of the McMinnville Planning Commission (or appropriate authority).**
- 3. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes and they shall be confined by leash, fence or pen to the lot of their owner. Any fence or pen area shall be maintained in a sanitary and clean condition so as to not cause a blight or adversely affect the public health or safety. No commercial business or trade shall be conducted or carried on upon any lot.**
- 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Furthermore, no structure of a temporary character, trailer, tent or shack shall be stored on any lot.**
- 5. No building shall be constructed or maintained on any lot closer to the street than the setback lines as shown on the recorded plat. PROVIDED, HOWEVER, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line.**
- 6. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street; on all corner lots, no fence shall be permitted between either building or setback line and either street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED, such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in**

height. No landscaping shall be allowed within the area between the minimum building setback line of any lot and the street right-of-way that would restrict the visibility along the street or otherwise be hazardous to motorist, pedestrians and children.

7. No chain link or wire fencing shall be allowed on any lot unless the same shall be completely hidden or screened from view by planting (hedges, shrubbery or evergreens). Chain link or wire fencing shall not be greater the forty-eight (48) inches in height, except in the case of fencing around tennis courts which may be of greater height.
8. Private swimming pools and private vegetable gardens are permitted uses on all developed lots in said subdivision, but shall not be allowed or permitted closer to the street or streets bordering said lot than the front or side walls of the residential structure located thereon. All such private swimming pools and vegetable gardens shall be fenced and screened or hidden from view by planting. In the case of private swimming pools, the same shall be fenced and completely enclosed by chain link, wire, brick, wood, or other appropriate fencing and maintained in a safe manner to avoid the creation of a hazard or nuisance to the public. Such pools shall be subject to approval of the City of McMinnville building codes.
9. Any detached accessory building shall not exceed 1 ½ story in height. It shall be on the rear quarter of the lot and not less than ten (10) feet from any side or rear lot line, or 100-year flood line, except that on corner lots it shall be located not less than ten (10) feet from the interior lot lines and not more than half the length of rear lot line from building shall be erected as one building and no garage shall contain room for more than three cars. Any residence erected on any lot in the development must have not less than a two- car garage attached thereto, (attached meaning by roofline whether by breezeway or directly to main structure) except those residences which have comparable garage facilities in the basement. No carport is permissible. No portable buildings of any kind shall be permitted.
10. The Developer of this subdivision, or its assigns, reserves the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien upon the lot.
11. All driveway entrances from the street to each lot shall be permanent in nature with concrete. A temporary gravel drive shall be constructed from the street to the site of the proposed dwelling before or at the time construction of said dwelling is commenced. A temporary gravel drive onto lot is required before and during construction to minimize the problem of mud and debris on streets. A completed hard surface driveway is to be constructed within 3 months after completion of home.
12. Lot owner will be responsible for continuing sidewalk parallel to street for the distance of the entire property line.
13. No sign of any kind shall be displayed to the public view on any lot except one real estate pointer sign of not more than one square foot, one sign of not more than five square feet advertising the

property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

14. Each building placed on each lot shall be set back at least 40 feet from the front boundary of said lot and least 15 feet from the side boundaries of said lot and shall not be closer than 50 feet from the adjoining boundary or lot on back side.
15. The minimum square feet of floor area in a one (1) story dwelling shall 1,600 square feet. The minimum square foot of floor area in a 1 ½ or two (2) story dwelling shall be 2,200 square feet. This restriction is with reference to floor area of heated living space and is exclusive of garages, porches, terraces, etc. Satellite dishes will be allowed only in the event they are installed directly behind dwelling at rear of property.
16. The owner of each building lot must commence construction within 24 months from date of deed. The penalty for not abiding by the rule shall be the Developer will have the option of re-purchasing the lot at the same buyer paid (excluding any finance charges). Owner must mow and maintain lot after purchase of lot.
17. A. Architectural Control Committee: There is hereby appointed an Architectural Control Committee to be comprised of three (3) people. The initial committee shall be composed of Waymon H. Hale, Brian R. Stiles and Dess A. Reed. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor for the unexpired term. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

B. Jurisdiction of Architectural Control Committee: No building shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Landscaping plans for the lot must be submitted to the Architectural Control Committee within thirty (30) days after completion of house for approval by the committee and landscaping must be completed with six (6) months from the date of completion of house. Approval of the Committee shall be in writing as must be received by the lot owner prior to the commencement of the improvement or alteration undertaken. Approval of the Committee requires the affirmative vote of two of the three committee members. In addition to the plans and specifications of the building, the Architectural Control Committee shall either approve or disapprove al the matter incident or related to the architectural and aesthetic design of the building, including but not limited to the elevation or exterior design, exterior colors, landscaping, fencing, building material, and exterior veneer (brick, stone, wood, etc.). It is the intent of these architectural requirements that this committee shall insure a uniform, aesthetically pleasing subdivision. The Architectural Control Committee is empowered to waive provisions of these requirements within its jurisdiction for good cause shown, provided however, that specified in Paragraph 15 hereof.

C. Enforcement: Decisions of the Architectural Control Committee may be enforced by the Committee by prosecution of any violations at law or in equity against from so doing. It shall not, however, be incumbent on the Committee to prosecute such violations. In addition to the Committee, it shall be lawful for any person owning real property stated in such a subdivision to prosecute any proceedings at law or in equity against the person or persons violating any decision of the Architectural Control Committee, and either prevent him from so doing or recover damages for such violation, or both. The Architectural Control Committee may also, at its option, enforce all other Restrictive Covenants applying to Stone Creek Crossing and listed herein.

D. Procedure: The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- 18. All dwellings or other buildings constructed on any lot shall have a full masonry foundation. All dwellings shall be built with a crawl space foundation or basement. There shall be no exposed concrete block on any structure or building in said subdivision. All concrete block construction shall be covered to grade.**

- 19. The exterior finish of all residences and garages constructed on said lots shall be of dressed brick, stone or fibered cement, or any combination thereof, or as approved differently by the Architectural Control Committee. All houses shall be bricked or stoned to grade or as approved differently by the Committee. There shall not be allowed on buildings constructed on said lots unpainted aluminum windows, unpainted storm or screen doors, or awnings of fiberglass or metal. Vinyl cornice, pre-painted aluminum gutters and fascia trim will be allowed. No type of metal roofs allowed except in accent areas and must have the approval of the Committee.**