



FIRST AMERICAN TITLE

Property Research Report

SUBJECT PROPERTY

1367 S Seventh St

Parcel #: 565540

Map & Taxlot #: 8429DD 1200

County: Polk

OWNER

Deyoe Rev Living Trust Etal

DATE PREPARED

04/09/2025

PREPARED BY

eauau@firstam.com



First American Title

Customer Service Department

503-476-8735

csfirst@firstam.com

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John Whitesell
471058

DECLARATION OF RESTRICTIONS

OF

MOUNTAIN FIR ESTATES

Phase 3 Lots 1 thru 14

and

Phase 4 Lots 1 thru 37

This document is being
re-recorded to expand
the property that it
affects.



State of Oregon, County of Polk
I hereby certify that this instrument was received and
duly recorded by me in Polk County Records.
Linda Dawson
Linda Dawson, County Clerk

COVENANTS, CONDITIONS AND RESTRICTIONS OF MOUNTAIN FIR ESTATES, a subdivision
in the City of Independence, County of Polk and State of Oregon.

The Covenants, Conditions and Restrictions (hereafter referred to as CC&R's)
are made this day of 8-5-99 by John Whitesell (hereafter referred to as
"Developer"). John Whitesell is the developer of Mountain Fir Estates (Phase III)
(hereafter referred to as "subdivision"), a duly platted residential subdivision
recorded in Book 11, Pages 41 Plat Records of Polk County, Oregon. On the
date of execution of these CC&R's, Developer was the owner of each of the platted
lots in the subdivision. Developer adopts these CC&R's in order to insure orderly
development and to provide for minimum standards for the use and maintenance of
lots and residences. These CC&R's shall run with the land and shall burden each
lot in the subdivision under the following terms and conditions:

John Whitesell is hereby designated as the Initial Architectural Control Board
and a successor Board shall also be appointed by the Developer. In the event of
dissolution or resignation of the Board, all privileges, power and authority
shall be vested in a Board to be selected by the owners of a majority of the lots
in the subdivision. For so long as the Developer or Developer's successor in
interest as Developer of the subdivision, owns any lot or land within the subdivision,
one to four representatives of the Developer shall be the members of the Board.
Upon the sale or other transfer by the Developer or the Developer's successor in
interest of the last lot or land within the subdivision, the Developer or successor
in interest shall select one to four persons from among the owners of the lots in
the subdivision to succeed the representatives of the Developer or successor in
interest as the Board, and the persons so selected shall serve as the Board until
the successors are duly elected. Board members selected by the Declarant or
successor in interest and all subsequent Board members, shall serve terms of three
years each and may be reelected without limitation. Election shall be by the
owners of the lots within the subdivision, voting in person or by proxy, with one
vote to be cast by the owner or owners of each lot within the subdivision.

Section 1. ARCHITECTURAL CONTROLS

- 1.1 Before any structure may be constructed within the subdivision, the
owner of the proposed construction site shall comply with these CC&R's.
Failure to do so shall be deemed a violation of the CC&R's.
- 1.2 Architectural control over any improvement within the subdivision shall
be exercised exclusively by Developer so long as Developer owns any
property within Mountain Fir subdivision.

Declaration of Restrictions of Mountain Fir Estates
Page 1 of 6

RECORDED IN POLK COUNTY
VALERIE UNGER, COUNTY CLERK

2003-001740



\$51.00

00067795200300017400060069

01/30/2003 11:39:17 AM

REC-C&R Cnt=1 Stn=1 A. CAPTAIN
\$30.00 \$11.00 \$10.00

- 1.3 Before construction may begin on any lots, the owner of that lot shall submit the following to Developer for architectural review and approval:
 - A. A proposed site plan showing the location, layout dimensions and configuration of the proposed structures as well as proposed landscaping and fencing. In the event fencing is to be erected, rear yard fencing shall not exceed six feet in height. All fencing must meet the requirements of the Independence City Code.
 - B. A proposed building plan and supporting drawing, showing the style and design of the proposed residence including the type of exterior materials and colors to be used. The front elevation of each home shall be of double wall construction. Homes on corner lots shall be of double wall construction on each elevation (side) facing a street and brick a minimum of 3 feet high on each side of garage door. Windows shall be white in color, as shall the gutters and exterior trim of the home. The base color of the home shall be an earth tone color approved by the Board.
- 1.4 Within thirty (30) days after the plans are submitted the plans shall be reviewed by Developer and the lot owner shall be advised in writing as to the Developer's decision. No structure shall be started without the approval of Developer.
- 1.5 Developer shall have control over the development concept and may reject any plan not deemed compatible with other homes in the subdivision. Setbacks shall conform to City Building Codes.
- 1.6 The owners of each lot shall be responsible for any and all damage to curbs, streets, sidewalks, and utilities adjoining their lots during construction. No structure shall be occupied until all damage is repaired. Builders and owners shall keep the streets clean and free from mud and debris at all times. Sidewalks shall be constructed within twelve (12) months of the purchase of a lot whether or not a home has been constructed.
- 1.7 After approval of the plan, the lot owner may begin construction in accordance with the plans. Construction not in conformity with the plans shall be deemed a violation of these CC&R's.
- 1.8 If, after inspection, Developer believes that any construction is not in agreement with the approved plans, it may halt construction, without court order, and may require, without court order, that corrective action be taken before construction can continue. Developer shall not be liable for any damages, delays or inconveniences caused by its inspection, whether or not the inspection results in the discovery and correction of any unapproved work.
- 1.9 Developer reserves the right to waive any of the CC&R's. However, any such waiver must be in writing and signed by Developer and/or an authorized representative of Developer. A waiver given to one owner does not entitle other lot owners to a similar waiver.

Section 2. USE AND MAINTENANCE OF PROPERTY

- 2.1 All lots in the subdivision shall be for family residential use only. No business ventures shall be conducted in or about the property in the subdivision except for builder's temporary sales offices or model homes.
- 2.2 Each lot owner in the subdivision shall be responsible for the exterior maintenance repair and landscaping for his property. Maintenance is to be done in accordance with usual community standards for family residential subdivisions in the area. No owner shall permit the growth of noxious or annoying weeds on his property.
- 2.3 No boat, motorcycle, motor home, mobile home, camper, trailer, or recreational vehicle shall be kept in open, public view in the subdivision. Such vehicles must be stored in a garage or carport in the side or back-yard, screened from public view and not extending beyond the front of the house. No vehicles of any kind shall be parked on any portion of the lot or street while such vehicles are in a state of disrepair or while being repaired. No inoperable or unused, wrecked trailer, automobiles, mechanical parts, household appliances, machines or similar items shall be stored, parked or left in public view. No clotheslines, clothes racks or other apparatus on which clothes, rugs or similar items are exposed for the purpose of drying or airing shall be visible from any street.
- 2.4 The ground floor of any residence excluding open porches and garages - shall be not less than 1,000 square feet for a one-story dwelling, and not less than 500 square feet each floor for any multi-level dwelling. All residences will have a minimum two car garage.
- 2.5 Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his expense, except for improvements for which a public authority or utility is responsible.
- 2.6 No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than 24 hours. No pot belly pigs, animals, livestock or poultry of any kind shall be kept on any subdivision lot, however, dogs, cats and other household pets may be kept in compliance with local controls and if they are not kept for any commercial or breeding purposes.
- 2.7 All refuse shall be kept in sanitary containers and shall not be dumped in the subdivision.
- 2.8 No trailer, van, bus, camper, truck, tent, garage, barn, shack or storage structure located in the subdivision shall be used as a residence, either permanently or temporarily. No mobile home or manufactured home shall be brought upon any lot and used as a temporary or permanent residence thereon.

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- 2.9 No roof-mounted antennae of any kind shall be erected on any dwelling or building. No dish-style antennae or satellite antennae with diameter of three (3) feet or more shall be used in the subdivision.
- 2.10 No sign of any kind shall be posted on a lot except for one sign advertising property for sale or rent.
- 2.11 All roof shingles shall be 25 year architectural composition of earth or dark grey tones, wood shingle, wood shake, tile, or other materials approved by the Board. Such other materials will be judged on their merit after review of samples. A minimum of 5/12 pitch shall be required on all main roofs.
- 2.12 Construction of the dwelling shall be substantially completed within six (6) months after commencement of construction. No dwelling shall be occupied prior to substantial completion.
- 2.13 All front and rear yard areas shall be planted with any of the following; trees and shrubs, approved ground cover, conifer trees, deciduous shrubs/trees and lawn areas. All other yards areas shall, at minimum, be covered with bark mulch or similar material. Mounding of planting beds and lawn areas permitted if graded so as to blend with adjacent property and/or drainage to eliminate casual water pockets, so as not to infringe on neighboring property. Extensive areas of sparsely planted shrub beds covered with bark dust or similar materials will not be permitted. All lots shall be landscaped in compliance with these requirements within 180 days after issuance of the occupancy permit for the living unit.

Section 3. GENERAL PROVISION OF THE CC&R'S

- 3.1 These CC&R's shall run with and burden each of the subdivision lots to the benefit of any party who holds any right, title or interest in any lot.
- 3.2 Unless extended, revised, or repealed, these CC&R's shall expire after 20 years.
- 3.3 Any modification, repeal or amendment to these CC&R's may be executed and recorded only by the Developer as long as Developer holds title to any lot in Mountain Fir Estates subdivision or is still in the process of exercising architectural control per Section 1. Consent of other owners is not required. Other modifications, repeal, or amendments may be made only after Developer has fulfilled its architectural responsibilities and no longer holds legal title to any lot and only if 75% or more of the owners sign and record a written instrument.

Declaration of Restrictions of Mountain Fir Estates
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- 3.4 In spite of the provision of paragraphs 3.2 and 3.3, Section 1 of these CC&R's shall expire when Developer no longer has legal title to any lot and has fulfilled its responsibility of plan reviews. After that time, neither Developer nor anyone else shall have the right to architectural review, except as to the enforcement provision of Section 1, 2 and 3.
- 3.5 The CC&R's are enforceable by any lot owner in the subdivision. If legal proceedings of any type are begun so as to enforce these CC&R's or to seek damages for any CC&R violation, the prevailing party shall recover reasonable attorney fees as determined by the trial or appellate courts.

Declaration of Restrictions of Mountain Fir Estates
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IN WITNESS WHEREOF, the undersigned, being Declarant, herein has hereunto
set its hand this day of

By:

John Whitesell

STATE OF OREGON

} ss.

COUNTY OF

Polk

Personally appeared John Whitesell, Developer of Mountain Fir Estates, and
on the 5th day of August 1999, executed the foregoing document as
a voluntary act.

BEFORE ME, a Notary Public in and for Oregon:



Jennifer L. Wheeler
My Commission expires 3-5-2000

AFTER RECORDING RETURN TO:

John Whitesell
P. O. Box 12279
Salem, Oregon 97309

Declaration of Restrictions of Mountain Fir Estates
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CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
VALERIE UNGER, Polk County Clerk
By: *Valerie Unger* Deputy

MOUNTAIN FIR ESTATES PHASE 4
FOR
JOHN WHITESELL
LIVING IN THE
SOUTHWEST 1/4 OF SECTION 28
TOWNSHIP 8 SOUTH, RANGE 4 WEST
CITY OF INDEPENDENCE
POLK COUNTY, OREGON

COUNTY APPROVALS:
THIS SURVEY AND DESCRIPTION IS
HEREBY APPROVED
JANUARY 2003

DATE 1-29-2003
POLK COUNTY SURVEYOR
FEE: \$100.00

STATE OF OREGON
COUNTY OF POLK
I, VALERIE LINGER, COUNTY CLERK AND RECORDER, DO HEREBY CERTIFY THAT THE WITHIN PLAT WAS
RECORDED AND DULY RECORDED BY ME IN THE POLK COUNTY BOOK OF TOWN PLATS VOLUME 12
PAGE 39 ON JAN 31, 2003.

VALERIE LINGER
COUNTY CLERK
BY: [Signature]
DEPUTY
I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS ON THE ABOVE DESCRIBED
PROPERTY HAVE BEEN PAID IN FULL TO
DATE 7-1-2003
POLK COUNTY TAX COLLECTOR
DATE 1-30-03
POLK COUNTY ASSESSOR
DATE 1-30-03
CHAIRPERSON - POLK COUNTY
BOARD OF COMMISSIONERS
CITY APPROVALS:
THIS PLAT IS HEREBY APPROVED. ALL CITY LIENS AND FEES HAVE BEEN PAID IN FULL.

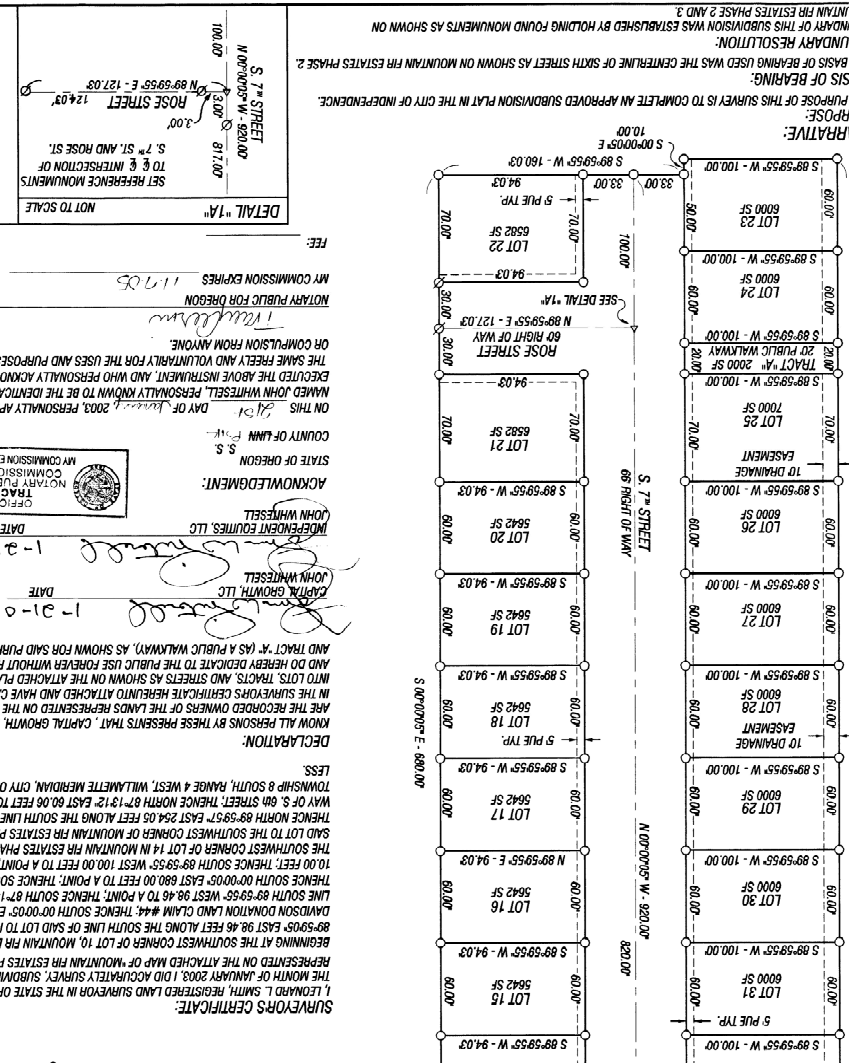
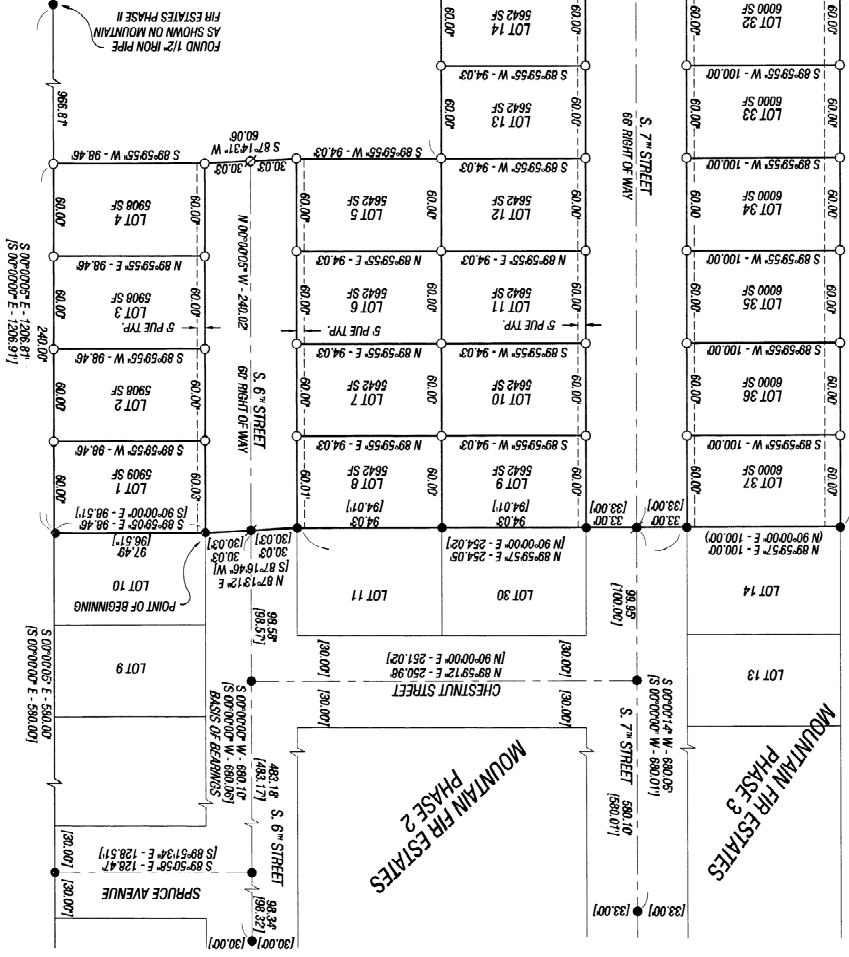
BY: [Signature]
CITY RECORDER
DATE 01-13-03
BY: [Signature]
PLANNING ADMINISTRATOR
DATE 01-21-03
BY: [Signature]
PLANNING COMMISSION CHAIRPERSON
DATE 1-10-03
CITY OF INDEPENDENCE

DECLARATION:
KNOW ALL PERSONS BY THESE PRESENTS THAT J. CAPITAL GROWTH, LLC AND INDEPENDENT ESTATES, LLC
ARE THE RECORDED OWNERS OF THE LANDS REPRESENTED ON THE ATTACHED MAP AND PARCELARLY DESCRIBED
IN THE SURVEYORS CERTIFICATE HEREUNTO ATTACHED AND HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED
AND LOTS, TRACTS, AND STREETS AS SHOWN ON THE ATTACHED PLAT AND TO BE DEDICATED "MOUNTAIN FIR ESTATES PHASE 4"
INTO LOT 14, TRACT 20, AND STREETS AS SHOWN ON THE ATTACHED PLAT AND TO BE DEDICATED "MOUNTAIN FIR ESTATES PHASE 4"
AND TRACT 20 (AS A PUBLIC WALKWAY), AS SHOWN FOR SAID PURPOSES RESPECTIVELY.

ACKNOWLEDGMENT:
ON THIS DAY OF 12-21-03, 2003, PERSONALLY APPEARED BEFORE ME WITHIN
COUNTY OF POLK, STATE OF OREGON
J. CAPITAL GROWTH, LLC
INDEPENDENT ESTATES, LLC
[Signatures]
DATE 12-21-03
OFFICIAL SEAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 351888
MY COMMISSION EXPIRES NOV. 7, 2008

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 11-7-05
FEE:
NOT TO SCALE
S 7° STREET
N 00°00'00" W - 820.00'
N 00°00'00" E - 127.03'
S 7° STREET
N 00°00'00" E - 127.03'
S 7° ST. AND ROSE ST.
TO E & INTERSECTION OF
ROSE STREET
12.03'

REGISTERED
PROFESSIONAL
LAND SURVEYOR
LEONARD L. SMITH
SEPTEMBER 23, 1977
RENEWAL 6/30/04
Client: JOHN WHITESELL
P.O. BOX 18279
SALEM, OREGON 97309
ALBANY, OR 97321
TEL 503-226-7834
FAX 503-226-7539
Drawing No.: 00-023
PLAT
DATE: 12/10/03
Scale: 1"=60'
Page of 1



NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO COMPLETE AN APPROVED SUBDIVISION PLAT IN THE CITY OF INDEPENDENCE.
BASIS OF BEARING:
THE BASIS OF BEARING USED WAS THE CENTRELINE OF SIXTH STREET AS SHOWN ON MOUNTAIN FIR ESTATES PHASE 2.
BOUNDARY RESOLUTION:
THE BOUNDARY OF THIS SUBDIVISION WAS ESTABLISHED BY HOLDING FOUND MONUMENTS AS SHOWN ON
MOUNTAIN FIR ESTATES PHASE 2 AND 3.