

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

ALLENBACH ACRES SUBDIVISION

WASHINGTON COUNTY, OREGON

THIS DECLARATION made on the date hereinafter set forth by the undersigned:

WHEREAS, the undersigned is the owner of that certain real property in the County of Washington, State of Oregon, hereinafter referred to as "said property," more particularly described as follows:

Allenbach Acres Subdivision, as platted in  
Book 61  
Pages 13,14,15, & 16  
Plat Records of Washington County, Oregon.

NOW, THEREFORE, the undersigned hereby declared that all of said property is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein:

DEFINITIONS:

The following words when used in the Declarations shall have the following meanings:

1. "Said Property" shall mean and refer to the certain real property hereinbefore described.

2. "Lot:" shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property under on ownership consisting of a portion of one or more of such lots and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.

3. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, or all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.

4. "Building Site" shall mean and refer to a lot, or to any parcel of said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.

5. "Dwelling Unit" shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.

6. "Set Back" means the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line.
7. "Declarant: shall mean and refer to Allenbach Acres Joint Venture.
8. "Open Land" shall refer to any and all portions of said property not consisting of all or any portion of a Building Site.

#### USE OF LAND

No building or structure shall be created, constructed, maintained or permitted upon said property except upon a building site as hereinabove defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other than a single detached dwelling unit, except that appurtenances to any dwelling unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, and a permanent construction, may be erected within the building limits hereinafter set forth.

#### BUILDING COMPLETION

All building shall be completed and painted within six months from the time construction thereof is commenced.

#### ARCHITECTURAL CONTROL

No building, including incidental out buildings, structure, improvement, obstruction, ornament, fence, wall hedge, or landscaping shall be erected, placed or altered on

said property, until the construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the Architectural Control Committee, to quality of workmanship and material, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set up plans and specifications in the usual form showing insofar as appropriate, (1) the site and dimensions of the improvements, (2) the exterior design, (3) approximate exterior color scheme, (4) location of improvements on the lot, including driveway, parking areas, and (5) location of existing trees to be removed. These plans and specifications shall be left with the Committee until 60 days after the notice of completion has been received by the Committee. This is for the purpose of determining whether, after and inspections by the Committee, the improvement complies substantially with the plans and specifications submitted. In the event that the Committee shall determine that such improvements do no comply with such plans and specifications., it shall notify the property owners in writing within the 60 day period, whereupon the property owner shall, within a reasonable time either remove such

improvements or alter is so that it will comply with such plans and specifications.

The initial membership of the Committee shall be: Mike Duncan, Greg A.Hemstreet and Larry Taft.

The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, two-thirds of the then record owners of the lots shall have the power by a duly recorded written instrument to change the membership of the Committee or withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, it shall be presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

Declarant, or their successors, assume no responsibility by virtue of approving any plan for the

improvement, construction or alternation of any structure hereunder.

It shall be the desire and intent of declarant to prevent adjacent houses from being constructed alike, such that from exterior style, floor plan, etc., said property would acquire a "tract" appearance.

It shall be the duty of the owner or occupant of any building site to maintain in proper condition the area between the property line of said building site and the nearest curb of improved street, including public sidewalks within said area.

#### DWELLING UNIT CONSTRUCTION

No building may be erected on any of the said building sites unless it contains a minimum of 1400 square foot of floor area, exclusive of open porches, garages, garden houses and other appurtenances. In the case of a two-story dwelling, the lower or ground level shall not be less than 950 square feet.

Exterior walls shall be of double wall construction with siding such as cedar, spruce, redwood or materials approved by the Architectural Control Committee. Earth tone stain or paint colors shall be used. Windows shall be of wood or anodized metal frame construction. All dwelling units shall have a double car garage or larger. Roofing shall be of wood shake or shingle, tile, or a reasonable

substitute acceptable to the Architectural Control Committee. All flashing must be painted.

#### EXISTING TREES

Every attempt shall be made to preserve existing trees. No tree of diameter greater than a six inch base may be removed without approval of the Architectural Control Committee.

#### HEDGES, FENCES AND WALLS

No Scrubs, trees or bushes shall be allowed to grow to a height which unduly restricts the view from adjoining property and the Architectural Control Committee, at its discretion, after an investigation, may require any offending, shrub, tree, or bush to be pruned, trimmed or removed.

Fences, if any, shall not exceed 72 inches in height and shall be subject to approval of the Architectural Control Committee. Fences shall be of wood or brick.

No hedge, fence hedge wall, boundary wall, retaining wall or similar structure shall be erected or maintained between any front set back line of any building site and any street line serving as a boundary line for such building site, unless approval of the Committee as to material, form, size and color is first obtained.

#### LANDSCAPING

All front yard landscaping must be completed within six months from the date of completion of the residence

constructed thereon. All front yard landscaping must include two deciduous trees two inches in diameter at the base.

#### SIDEWALKS

Purchaser of the building sites shall install, at purchaser's cost, concrete sidewalks to county standards long front property lines, and side property lines in the case of corner lots, and concrete driveways from the edge of the finished surface of the county street to the property line and then concrete to connect with the paved surface of the floor of the garage.

#### EASEMENTS

Said property shall be subject to mutual and reciprocal easements as shown on recorded plat.

#### PROPERTY USE RESTRICTIONS

1. Unless written approval is first obtained from the Architectural Control Committee, no sign of any kind shall be displayed to public view on any building or dwelling unit on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or a sign used by the building to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the builder and its agent may post a "sold" sign for a reasonable period following a sale.



2. No animals , livestock or poultry f any kind shall be raised, bred or kept on any part of said property, except dogs , cats or other household pets provided that such household pets are not kept, bred or maintained for any commercial purpose or do not become a nuisance.

3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash or garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from public view.

4. No noxious or offensive activity or noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, camper-truck, tent, garage, barn, shack, or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said property.

6. No boats, trailers, trucks (except pickups), campers for truck-campers and like equipment , or junk cars or other unsightly vehicles shall be allowed on any part of said property nor on public ways adjacent thereto, excepting

only with the confines of an enclosed garage or other screened enclosure, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written approval by the Architectural Control Committee. All other parking of equipment shall be prohibited except as approved by the Architectural Control Committee.

7. No exterior antennas or serials shall be permitted unless required for reception, and then only if approved by the Architectural Control Committee.

8. No outdoor overhead wire or service drip for the distribution of electric energy or for telecommunication purpose nor any pole, tower or other structure, supporting said outdoor overhead wires, shall be erected, placed or maintained with said property. All purchases of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to the underground electric or telephone utility facilities.

#### OTHER BUILDINGS

A designated real estate company may be granted the right to construct and maintain a sale office upon suitable site on said property during the period of construction and sale of all of the dwelling units to be built in the subdivision.

Builders are permitted to erect temporary of portable sheds as tool houses and for other uses common to

residential construction and to maintain them until each structure is finished.

#### MAINTENACE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner and each vendee of any Lot, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Architectural Control Committee (the Committee) regular annual or other regular periodic assessments or charges as established by the Committee. The assessments, together with interest thereon and costs of collection thereof, as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time such assessment became due. The obligation shall remain a lien upon the Lot until paid or successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Committee shall be used exclusively for the purpose of (1) promoting the maintenance and improvement of Open Land within or contiguous to Allenbach Acres available for the use and benefit of persons residing therein, (2) providing

such liability or other insurance as the Committee may deem proper for the Open Land within or contiguous to Allenbach Acres: and (3) for providing such reserves for those purposes as the Committee may decide are prudent.

3. Basis and Maximum of Annual Assessments. Until June 1, 1987, the maximum regular annual assessment shall be \$100.00 for each Lot subject thereto:

The maximum annual assessment may be increased effectively June 1 of each year, beginning June 1, 1987, by the Committee, in conformance with the rise, if any, of the Consumer Price Index (All Cities - All Urban Consumers, or successor index published by the Department of Labor, Washington, D.C. or successor U.S. governmental agency) from April of the year preceding the year in which such increase becomes effective through April of the year in which the increase is to be effective, taking into consideration prior increases in such maximum, if any.

4. Uniform Rate of Assessment; Common Profits- Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis at the discretion of the Committee. If the Committee has any common profits at the end of any fiscal year it may, in its sole discretion, elect to distribute such profits to Lot owners in proportion to the assessments made to the Lots during the same fiscal year. In establishing assessments and administering the proceeds thereof, the Committee shall act by majority vote.

5.. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided herein shall commence as to all Lots on January 1, 1987. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Committee shall fix the amount of the regular assessment to least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Committee. The Committee shall, upon demand at any reasonable time, furnish a certificate in writing signed by a member of the Committee setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the Committee for the issuance of these certificates; such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

6. Effect of Nonpayment of Assessments: Remedies of the Committee. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12% per annum. The Committee shall file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyance of Washington County, Oregon, within one hundred twenty (120) days after delinquency, a statement of

the amount or any such charges or assessments together with interest as aforesaid, which have become delinquent with respect to any Lot. Upon payment in full thereof, the committee shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs, expenses and reasonable attorney's fees for the filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is fixed, including any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as here herein provided. Such lien may be enforced by the Committee in the manner provided by law with respect to liens upon real property. The Owner of said Lot at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorney's fees which shall also be secured by said lien, including additional attorney's fees incurred on appeal. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure sale.

7. Subordination of the Lien to Mortgage. The lien of the assessments provided to herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said Property or

any part thereof. The sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or trust deed or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.

8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) All properties expressly dedicated to and accepted by a local public authority, and (b) Open Land. “

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS 9<sup>th</sup> DAY OF JUNE, 1986.

DUNCAN-HEMSTREET JOINT VENTURE

Duncan Properties, Inc.

BY: \_\_\_\_\_ Pres.

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Greg A. Hemstreet