

Washington County, Oregon 2006-151816
12/27/2006 02:59:51 PM
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I, Richard Hobermicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.



Richard Hobermicht
Richard Hobermicht, Director of Assessment and
Taxation, Ex-Officio County Clerk

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After Recording, Return To:
Steven W. Eck
Eck Construction, Inc.
P.O. Box 204
Sherwood, OR 97140

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MARYLHAVEN SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MARYLHAVEN SUBDIVISION ("Declaration") is made this 20th day of October, 2006 by Eck Construction, Inc. as the Declarant.

RECITALS

WHEREAS, the Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Sherwood, County of Washington, State of Oregon, described as Lots 1 through 6 and Tract A of the Plat of Marylhaven Subdivision recorded December 27, 2006 as Document No. 2006151815 of the Washington County real property records (the "Property"); and

WHEREAS, Declarant intends to develop the Property as a residential subdivision; and

WHEREAS, Declarant desires to impose these covenants, conditions and restrictions on the Property for the mutual benefit of all of the Owners, the Lots and Common Area within Marylhaven Subdivision.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions and restrictions, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each Lot Owner.

ARTICLE 1

DEFINITIONS

1.1 "Marylhaven Subdivision" shall mean the real property described on the previously referenced Plat map and any annexations of additional lands to Marylhaven Subdivision and all Common Area included within the Plat of Marylhaven Subdivision.

1.2 "Declarant" shall mean and refer to Eck Construction, Inc., its successors or assigns, or any successor or assign to all remainder of its interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Lot or Home.

1.3 "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for Marylhaven Subdivision.

1.4 "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.5 "Lot" shall mean a platted or partitioned lot or tract within the Property improved or scheduled to be improved with or occupied by a dwelling unit, and shall not include any Common Area, street, alley, or dedicated area.

1.6 "Occupant" shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of any Lot under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.8 "Plat" shall mean and refer to the recorded plat of Marylhaven Subdivision and any annexations to the original plat.

1.9 "Property" shall mean and refer to all real property described on the Plat, and any annexations of additional property, including the Common Area, and all improvements located on the real property.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sherwood, Washington County, Oregon, in that certain plat entitled "Marylhaven Subdivision" filed in the plat records of Washington County, Oregon, more particularly described as Lots 1 through 6 and Tract A of the Marylhaven Subdivision Plat.

2.2 At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into Marylhaven Subdivision to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of six Lots in the subdivision, but this number may be adjusted at the sole discretion of Declarant. Declarant shall have no obligation of any kind to annex any additional land to the Property.

(a) **Eligible Property.** There is no limitation on the number of Lots which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.

(b) **Consent or Joinder Not Required.** No consent or joinder of any person or entity except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

(c) **Declaration of Annexation.** Annexation shall be evidenced by a written declaration of annexation executed by the Declarant and the owner(s) of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

(i) establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

(ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or

(iii) contain provisions necessary or appropriate to comply with any condition, requirement or imposition of any governmental or regulatory authority.

Without limitation on the meaning of the foregoing provisions of this Section, in any declaration of annexation, Declarant may, but shall not be obligated to, establish one or more special categories or types of Lots and have particular rights and obligations pertain to these different types of Lots, establish easements particular to those different Lots, establish assessments that pertain only to certain types of Lots, establish maintenance obligations of Owners that vary in accordance with different types of Lots or different tracts of common area, and establish limited common areas that benefit particular Lots to the exclusion of other Lots and provisions particular to such limited common areas.

(d) **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant to annex any property into Marylhaven Subdivision, and no owner of property excluded from Marylhaven Subdivision shall have any right to have such property annexed thereto.

2.3 **Withdrawal of Property.** Declarant may withdraw property from the Property only by a duly-adopted amendment to this Declaration, except that Declarant may unilaterally withdraw all or a portion of (i) any property annexed pursuant to Section 2.2 at any time prior to the sale of the first Lot in the annexed property, or (ii) property within any phase of the Property (other than designated common areas therein) for which a final plat creating individual Lots has not yet been recorded. Such withdrawal shall be affected by a declaration executed by Declarant and recorded in the deed records of the county in which the property being withdrawn is located.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 **Ownership of Lots.** Title to each Lot in Marylhaven Subdivision shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner for purposes of this Declaration.

3.2 **Easements.** Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

(a) **Easements on Plat.** The Lots are subject to the easements and rights of way shown on, or noted, on the Plat.

(b) **Additional Easements.** Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Marylhaven Subdivision. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities or drainage facilities and swales, or which may change the direction of flow or functioning of 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 thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(c) **Landscaping.** All landscape maintenance on any Lot, including within any easement area, is solely the responsibility of the Owner of that Lot, and at that Owner's sole cost.

ARTICLE 4

LOTS AND HOMES

4.1 **Residential Use.** Lots shall be used for residential purposes only. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in and of itself, constitute a violation of this provision. Nothing in this paragraph

shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct residences on any Lot, to store construction materials and equipment on such Lots in the normal course of development of Marylhaven Subdivision, to use any residence as a sales office or model home for purposes of sales in Marylhaven Subdivision, or to maintain on site a temporary construction office or trailer, and (c) the right of the Owner or Occupant of a Lot to maintain his or her professional or personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls, or confer with business or professional associates, clients or customers, in his or her residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is not in violation of applicable local government ordinances.

4.2 **Construction.** The following restrictions are minimum standards applicable to all Lots:

- (a) **Height.** No Home shall exceed two stories in height above the ground;
- (b) **Floor Area.** The square footage area of a Home shall not be less than two thousand (2,000) square feet exclusive of attics, patios, decks, porches, balconies and garages;
- (c) **Garages.** A minimum one-car garage must be constructed on each Lot. Garages may be used as a sales office by Declarant, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.

4.3 **Completion of Construction.** The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six months from the beginning of the construction so as to present a finished appearance when viewed from any angle. This shall exclude any construction by Declarant.

4.4 **Landscaping.** Owners may use any enclosed side and rear yard for any purpose not prohibited hereunder, provided such use does not constitute a nuisance. Maintenance of all landscaping on individual Lots is the Owner's sole responsibility. Completed landscaping on Lots shall be installed by Owners no later than six months after occupancy. All landscaping on Lots shall be maintained by Owners in a good condition, including watering, weeding, pruning, fertilization, mowing and other forms of maintenance.

4.5 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by a pet, including noise, shall be the responsibility of the Owner thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot.

4.6 **Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of, or which is a source of annoyance to, the other Owners and Occupants or their invitees.

4.7 **Parking.** Parking of boats, trailers, motorhomes, trucks (except pickups/SUV's of 3/4 ton capacity weight or less), unmounted truck campers, or other recreational vehicles or similar equipment and vehicles shall not be allowed on any part of the Property or on streets adjacent thereto. Garages shall be primarily used for vehicular parking and not solely for storage. Street parking is prohibited, except to the extent permitted by government authorities.

4.8 **Vehicles in Disrepair.** No Owner shall cause or permit any vehicle which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight hours, nor on a street within or adjacent to Marylhaven Subdivision for any length of time. A vehicle shall be deemed in an "extreme state of disrepair" if its presence is reasonably likely to offend the other Owners and Occupants. No repair or maintenance of vehicles shall be allowed in parking spaces. All oil or grease on roadways or driveways shall be cleaned up immediately by the Owner.

4.9 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarant or by a licensed real estate agent may be temporarily displayed on any Lot. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner or Occupant, or construction and marketing related signage by the Declarant or its contractors.

4.10 **Rubbish and Trash.** No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets or any other Lots. Each Owner is responsible for trash disposal, and shall remove individual trash containers within twelve hours of collection. No trash and storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

4.11 **Service Facilities; Utilities.** Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. The exterior location of any heating and air conditioning compressors or heat pumps shall take into consideration the noise and view from adjacent Homes.

4.12 **Antennas, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain exterior antennas, microwave, aerial, tower or other devices for the transmission or reception of television, radio or other forms of sound or electromagnetic radiation, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the street right-of-way directly in front of the Home erected on the Lot, the side, in the case of a corner Lot, and from any neighboring Home. Exterior satellite dishes with a surface diameter of twenty-four (24) inches or less may be placed on any Lot so long as they are not visible from the street and are screened from all neighboring property.

4.13 **Grades, Slopes, and Drainage.** There shall be no interference with the established drainage patterns or systems over or through any Lot so as to affect any other Lot or any real property outside Marylhaven Subdivision unless adequate alternative provision is made for proper drainage.

The term "established drainage" shall mean any drainage swales, ditches, conduits, inlets and outlets designed and constructed for Marylhaven Subdivision.

4.14 Damage or Destruction to Home and/or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) above must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes. The Owner must commence such work within sixty days after the damage occurs and must complete the work within six months thereafter.

4.15 Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages, storage buildings, greenhouses, children's playhouses and similar structures, shall be used as additional living space.

4.16 Owner's Maintenance Obligations. Each Owner shall maintain his/her Lot and all improvements thereon in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind on his/her Lot neatly trimmed, fertilized, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this section include the areas between the property line of any Lot and the nearest curb, including sidewalks and street trees.

4.17 Recreational Equipment. No playground, athletic or recreational equipment or structures, including without limitation, basketball backboards, hoops and related supporting structures, shall be permitted, installed or utilized on any Lot in view from any public street within the Property.

4.18 Subdivision. No Owner other than Declarant may subdivide a Lot or combine a Lot with any other Lot.

4.19 Government Ordinances and Regulations. The standards and restrictions of the Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Sherwood and/or Washington County are more restrictive or provide for a higher or different standard, the ordinances and regulations of any jurisdiction to which the Property may be legally subject shall prevail.

ARTICLE 5

GENERAL PROVISIONS

5.1 Enforcement; Attorney Fees. The Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions and restrictions now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or Owners, by any proceeding at law or in equity. Failure by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of

their right to do so thereafter. In any suit or action to enforce this Declaration, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal or petition for review thereof.

5.2 **Severability.** Invalidation of any one or more of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof, and the same shall remain in full force and effect.

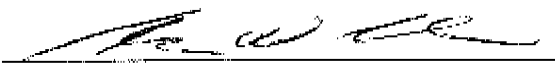
5.3 **Duration.** Subject to amendment of this Declaration in accordance with Sections 5.4 or 5.5, the covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty-five years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees.

5.4 **Amendment.** This Declaration may be amended at any time by an instrument approved and executed by the Owners of not less than seventy-five percent (75%) of all Lots then subject to this Declaration. Notwithstanding the foregoing, Declarant or its designee may from time to time enact and record Supplemental Declarations that encumber specific Lots within the Property that are then owned by Declarant or such designee, provided that the effect of such Supplemental Declaration is to supplement and not to amend this Declaration. Provided further, so long as Declarant owns any Lot, no amendment of this Declaration may be effected without the express written consent of the Declarant or its successors and assigns, and Declarant may amend this Declaration pursuant to Section 5.5.

5.5 **Unilateral Amendment by Declarant.** The Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 20th day of October, 2006.

ECK CONSTRUCTION, INC.

By: 
Steven W. Eck, President

STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on the 20th day of October, 2006, by Steven W. Eck, president of the above-named Declarant.

Leslie Bradley
Notary Public for Oregon

