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DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
VALLEY VIEW ESTATES
WASHINGTON COUNTY, STATE OF OREGON

THIS DECLARATION, made this 12th day of November, 1991,
by L.A. Development Co., hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner of certain real property
located within Washington County, State of Oregon, known as Valley
View Estates, a duly recorded subdivision which is more
particularly described as:

Valley View Estates, a duly recorded subdivision located
within Washington County, State of Oregon.

NOW, THEREFORE, Declarant does hereby certify and declare that
the following covenants, conditions, and restrictions shall become
and are hereby made a part of all conveyances of lots within the
Plat of Valley View Estates, said Plat having been recorded in
Book 79, Page 3415, as Recorder's Fee No. _____ of Plat
Records of Washington County, Oregon, on the 12 day of
NOVEMBER, 1991, and that the following covenants,
conditions and restrictions shall apply thereto as fully and with
the same effect as if set forth at large therein.

ARTICLE I

DEFINITIONS

SECTION 1: "Association" shall mean and refer to Valley View Estates Homeowners Association, its successors and assigns, or in the event Valley View Estates Homeowners Association, its successors and assigns are not in existence, then the owners of lots comprising the properties.

SECTION 2: "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 3: "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association. The Common Area includes all "Tracts" shown on the plats of Phase I and any subsequent phases of Valley View Estates.

SECTION 4: "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plats of Valley View Estates with the exception of the Common Area.

SECTION 5: "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 6: "Owner" shall mean the owner of any lot, whether one or more persons or entities, including contract sellers, but does not include a person holding only a security interest in a lot.

SECTION 7: "Declarant" shall mean and refer to L.A. Development Co. or any person who succeeds to any rights of Declarant and to whom all of the Declarant's ownership interest is transferred or any person other than a homeowners association to whom Declarant has transferred for purposes of resale, all of the Declarant's ownership interest in the real property.

SECTION 8: "Residence" shall mean that portion or part of any structure intended to be occupied as a dwelling, together with attached or detached garage, as the case may be, and the patios, porches or steps annexed thereto.

SECTION 9: "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS applicable to the properties as executed by Declarant on the 12th day of November, 19 91.

ARTICLE II

NATURE OF ASSOCIATION - DUTIES AND POWERS

SECTION 1: The Association is a corporation organized and existing under the provisions of the Oregon Nonprofit Corporation Law and its duration is perpetual.

SECTION 2: The duties and powers of the Association and its directors and officers shall be as defined and limited by its Articles of Incorporation and its By Laws. In general, the Association shall serve as a perpetual and continuing corporate entity to administer and maintain common areas, any recreational facilities, landscaping, and related improvements for the benefit of its members. The Association shall have the right to make annual assessments for maintenance and special assessments for capital improvements in order to fulfill its duties and functions in the manner provided by its Bylaws and any such assessment shall be a charge on the land and Declarant and each owner of any lot by acceptance of a deed or contract is deemed to covenant and pay such assessments to the Association.

SECTION 3: Membership. Every owner of an individual lot, by virtue of their ownership, automatically is a member of the Association and assumes liability for membership fees. Membership shall be appurtenant to and may not be separated from ownership in any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 4: Voting Rights. The Association shall have two classes of voting members:

Class A: Class A members shall be all those members as defined in Article I with the exception of Declarant. Class A members shall be entitled to one vote for each lot in which they own the interest required for membership except as provided herein.

When more than one person holds such interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership provided the Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) On a date three (3) years from the date of recording of these Covenants, Conditions and Restrictions in the Deed Records of Washington County.

SECTION 5: Control of the Association. Until such time as the Class B membership is converted to Class A membership, full control of the Association shall rest with Declarant whose powers and rights shall include but are not limited to a right to allocate a greater number of votes to lots owned by the Declarant, to appoint or remove members of the Board of Directors or to approve an amendment to the Declaration or Bylaws. At the time the Class B membership is converted to Class A membership, the individual lot owners will assume control of the Association. However, this section and Article II, Section 4 notwithstanding, Declarant may turn over control to the individual lot owners and convert its membership to a Class A membership prior to the times specified if it determines the individual lot owners are capable of managing the Association. Declarant does not agree to build any improvement.

SECTION 6: Title to Common Areas. Subject to the rights, easements and privileges of its members, the Association shall hold title to all common areas, as well as to all recreational and other facilities located therein or thereon, whether consisting of real or personal property. The Association shall also, as set forth in and limited by its Articles of Incorporation and its Bylaws, have power to acquire by gift, purchase or otherwise, and to own, hold, improve, landscape, plant trees, build upon, operate, maintain, sell, convey, dedicate for public use or otherwise dispose of, real or personal common property as required by the conduct of the affairs of the Association.

SECTION 7: Member's Easement of Enjoyment. Every member, and those residing with the member, a member's tenants and his family, shall have in common with all other owners, a non-exclusive right and easement of enjoyment in and to any Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject only to duly enacted regulations and provisions of the Association.

ARTICLE III

ASSESSMENTS

SECTION 1: Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of

promoting the recreation, health, safety, enjoyment and welfare of the residents in the properties, and for the improvement and maintenance of the properties, services and facilities of the Common Area. The members of the Association and the Association are jointly and severally liable for any tort claim resulting from or arising out of use of the common area. Assessments can therefore include amounts necessary to pay such claims and/or amounts necessary to provide insurance against such claims, as the Association so decides. Any common profits of the Association shall be applied to future assessments at a uniform rate in the same manner as assessments or applied to special reserves established in the manner provided by the Bylaws of the Association.

SECTION 2: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly, semi-annual or annual basis; except, however, that Declarant is relieved of all obligation to pay assessments on lots upon which no residence has been constructed and lots not previously transferred to an owner. After more than seventy percent (70%) of the lots in Valley View Estates have been sold, the Declarant will have the obligation to pay assessments on the same basis as any other owner.

SECTION 3: Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: a) all properties dedicated to and accepted by a public authority; and b) any common area. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, notwithstanding that the same may be owned by a charitable or nonprofit organization.

SECTION 4: Date of Commencement of Annual Assessment; Due Dates and Prorates. The initial annual assessment shall commence on the first day of such month as shall be determined by the Board of Directors of the Association and shall be adjusted according to the number of months remaining in the calendar year.

SECTION 5: Basis and Maximum of Annual Assessments. The first maximum annual assessment shall be Fifty Dollars (\$50.00) per lot. After the first annual assessment, the maximum annual assessment per lot may be increased each year by the Board of Directors of the Association in the manner provided by the Bylaws.

SECTION 6: Subordination to Mortgage or Trust Deed Lien. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, sale or transfer of any lot which is subject to any first mortgage or deed of trust, pursuant to decree of foreclosure, shall:

- a) if sold or transferred to Declarant hereunder, extinguish any lien of an assessment which became a lien prior to such sale or transfer;
- b) not, in any other case, relieve the lot from liability for any assessment which became a lien prior to such sale or transfer;
- c) not in any case relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV

STRUCTURES, USE AND MAINTENANCE OF PROPERTY

SECTION 1: Land Use. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single detached single family dwelling.

SECTION 2: Building Type. Each dwelling is not to exceed two and one-half (2-1/2) stories in height and shall have a private garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or an enclosed area for the storage of a boat or trailer kept for personal use, provided the location of such a structure is in conformity in design and decoration with the residence constructed on such lot, and approved as provided herein.

SECTION 3: Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one-story dwelling, nor shall the ground floor level be less than 1,000 square feet for a two story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1,500 square feet.

SECTION 4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may cause damage to or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The owner of the lot which has the easement shall maintain the easement area at his own expense, except for improvements for which a public authority or utility is responsible.

SECTION 5: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

* SECTION 6: Parking. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of said property nor on any public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port or behind a screening fence or shrubbery and shall in no event project beyond the enclosed areas.

SECTION 7: Vehicles in Disrepair. No owners shall permit any inoperable vehicle to be abandoned or to remain parked upon any lot or on the Open Space or on any street for a period in excess of forty-eight (48) hours.

SECTION 8: Fences. No fence or screening structure shall be erected on any lot that does not comply with the Washington County codes. Fences shall be constructed of suitable fencing materials located on adjacent lots. Maximum allowable height for fences, hedges or walls is six (6) feet.

SECTION 9: Signs. No signs shall be placed on any lot except that not more than one "For Sale" or "For Rent" sign not exceeding in size twenty-four (24) inches high and thirty-six (36) inches long may be temporarily displayed on any lot by the owner, the Declarant or by a licensed real estate agent. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by the developer which complies with the local sign ordinances or signs used by the builder which meet the approval of the developer.

SECTION 10: Temporary Structures. 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 whether temporarily or permanently.

SECTION 11: Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

SECTION 12: Garbage, Rubbish and Trash Disposal. No lot or part of any area may be used as a dump for garbage, rubbish or trash of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view.

SECTION 13: Utilities. All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of Tigard and the County of Washington. No outdoor overhead wire or service

drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided.

SECTION 14: Completion. Construction of any dwelling shall be completed, including exterior decoration, within nine (9) months from the date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

SECTION 15: Business and Commercial Uses. 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, except for the right of any homebuilder and the Declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sales in this subdivision. No alcoholic beverages or intoxicating liquors shall be manufactured, kept for sale, or sold on the conveyed premises, nor shall a place of public entertainment or amusement be operated on the conveyed premises.

SECTION 16: Landscape Completion. All front landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship, the time for completion may be extended a reasonable length of time upon written approval by the Architectural Control Committee.

SECTION 17: Antennas and Service Facilities. Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

SECTION 18: Exterior Materials and Finishes. Each dwelling shall be constructed using conventional double wall wood framing. Siding material shall be either natural wood material, hardboard siding, or masonry brick or stone, or a combination or each. Plaster stucco may also be used, but only as an accent texture, not as a dominant siding material for any individual dwelling. No plywood or aluminum sidings will be permitted. Roofing material

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shall be either cedar shingle or cedar shake, or concrete or clay tile. Composition roofing material will not be permitted. No windows of mill grade aluminum are permitted.

Exterior colors for each dwelling constructed shall be semi or transparent stain or solid body paint in earth tones. Trim colors may be solid stain or paint in complimentary tones. The use of bright or pastel exterior colors will not be permitted, unless specifically approved by the architectural committee.

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Control Committee.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1: Membership, Appointment and Removal. The Architectural Control Committee, hereinafter referred to as the "Committee", shall consist of as many persons, but not less than three (3), as the Declarant may from time to time appoint. Declarant may remove any member of the Committee from office at any time and may appoint new or additional members at any time. In the event it becomes apparent that a minor deviation from any of the aforesaid restrictions concerning the construction or location or improvement on any of said property herein is necessary for the best use of said property, such restrictions may be waived by the Committee.

SECTION 2: Procedures. 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 if no suit to enjoin 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.

SECTION 3: Action. Except as otherwise provided herein, any two members of the Architectural Control Committee shall have power to act on behalf of the Committee, without the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto. The Committee's consent to any proposed work shall automatically be revoked six (6) months after issuance unless construction of the work has been commenced or the owner has received an extension of time from the Committee.

SECTION 4: Approval of Plans by Architectural Control Committee. No building or structure, including swimming pools and animal runs shall be commenced, erected, placed or altered on any

lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site, have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications for approval by the Committee must be submitted in duplicate at least ten (10) days prior to application for building permit. Declarant shall have control over the development concept and may reject any plan not deemed compatible with other homes in the subdivision.

SECTION 5: Nonwaiver. Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

SECTION 6: Liability. Neither the Committee nor any member thereof shall be liable to any owner, occupant, or builder for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

SECTION 7: Transfer of Architectural Authority. At such time as Declarant retains legal title to two (2) or fewer lots, or earlier if Declarant believes the Association capable of exercising the responsibility, Declarant shall transfer all its rights and responsibilities under this Article to the Association, which may then conduct architectural review authority in any manner permitted by its Bylaws.

SECTION 8: Preservation of Views. The Architectural Control Committee shall exercise its best effort to preserve view potential from each lot. Limitations may be placed on, among other things, height, location, and design of all homes. The decision of the Architectural Control Committee on these matters shall be final. No shrub, tree or bush shall be allowed to grow to a height or width which unduly restricts the view from any other lot in Valley View Estates 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.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1: Amendments to Declaration.

(a) Except as otherwise provided, the Homeowners' Association

may amend this Declaration and/or the Plat only by vote or agreement of seventy-five percent (75%) of the outstanding votes; however, in no event may the Declaration and/or the Plat be amended without the written consent of Declarant if the proposed amendment is put to a vote within five (5) years from the date of recording of the Declaration. In no event, shall an amendment under this section create, limit or diminish any of Declarant's rights, change the number of lots or units or change the boundaries of any uses to which any lot or unit is restricted unless all of the affected lots unanimously consent to the amendment.

(b) The Association shall record the amendment in the same place as the Declaration. An amendment of the Declaration is effective only upon recordation.

(c) Amendments to the Declaration under this section shall be executed, recorded and certified on behalf of the Association by an officer of the Homeowners' Association designated for that purpose, or, in the absence of designation, by the president of the Board of Directors of the Association.

(d) A person may not bring an action to challenge the validity of an amendment adopted pursuant to this section later than one year after the date on which the amendment is recorded. However, nothing in this subsection prevents the Association from further amending an amended declaration or plat.

SECTION 2: Enforcement. Should any person violate or attempt to violate any of the provisions of these Covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at his option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 3: Expenses and Attorney Fees. In the event any person or persons owning any real property embraced within the plat of this subdivision, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorneys fees at trial and upon any appeal thereof.

SECTION 4: Severability. In validation of any one of these covenants by judgment or court order shall in no way affect any of

the other provisions which shall remain in full force and effect.

SECTION 5: Limitation of Liability of Declarant. Neither Declarant, nor any principal thereof, shall be liable to any owner on account of any action or failure to act in performing their duties or rights hereunder, provided that Declarant has in accordance with actual knowledge perceived by it, acted in good faith.

SECTION 6: Property Subject to Declaration. Declarant hereby declares that Phase 7 of Valley View Estates is subject to this Declaration, together with other real property which Declarant, in its sole discretion, may from time to time annex to Valley View Estates.

L.A. Development Company by:

By:

Louis J. Fasano
Louis J. Fasano, Partner

By: ARTHUR & ASSOCIATES REAL ESTATE, INC., PARTNER

Arthur A. Lutz
Arthur A. Lutz, President