

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR MARITA PARK SUBDIVISION

Beaverton, Washington County, Oregon

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

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

MARITA PARK SUBDIVISION, as platted in Book 77
Page 31, Plat Records of Washington County,
Oregon.

A copy of said plat is attached as Exhibit "A"
hereto and made a part hereof.

NOW, THEREFORE, the undersigned hereby declare that all
of said property is and shall be held, sold and conveyed upon
and subject to the conditions, covenants, restrictions, reser-
vations and easements hereinafter set forth, all of which are
for the purpose of enhancing and protecting the value, desira-
bility and attractiveness of said property. These conditions,
covenants, restrictions, reservations and easements constitute
covenants to run with the land and shall be binding upon all
persons having any right, title or interest in said property
or any part thereof, their heirs, successors and assigns, and
shall inure to the benefit of and be limitations upon all
present and future owners of the property of any interest
therein:

DEFINITIONS:

The following words when used in this Declaration shall
have the following meanings:

1. "Said property" shall mean and refer to that 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 one 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;

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3. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, of 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 a given street or road or lot line;

7. "Declarant" or "Developer" shall mean and refer to Scott/Erickson Properties, Inc., its successors and assigns.

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 or duplex, 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 buildings 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 have been approved by the Architectural Control Committee, hereinafter named, and hereinafter referred to as "Committee", as to quality of workmanship and materials, 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 of plans and specifications in the usual form showing insofar as appropriate, (1) the size 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) landscaping. These plans and specifications shall be left with the committee until 60 days after notice of completion has been received by the committee. This is for the purpose of determining whether, after an inspection 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 not comply with such plans and specifications, it shall notify the property owners within the 60 day period, whereupon the property owner shall, within a reasonable time either remove such improvement or alter it so that it will comply with such plans and specifications.

The initial membership of the committee shall be:

George O. Scott and Michael E. Erickson.

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 to 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 alteration of any structure hereunder.

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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 or improved street, including public sidewalks within said area.

MINIMUM AREA OF DWELLING UNIT:

No building may be erected on any of the said building sites unless it contains a minimum of 1250 square feet of floor area, exclusive of open porches, garages, garden houses and other appurtenances.

HEDGES, FENCES AND WALLS:

No shrubs, trees or bushes shall be allowed to grow to a height which unduly restricts the view from adjoining property and the Architectural 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 committee.

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.

SIDEWALKS:

Purchasers of building sites shall install, at their cost, public sidewalks according to city grade and specifications prior to final completion of the dwelling unit constructed on said building site.

DRIVEWAYS:

Purchasers of building sites shall install, at their cost, concrete driveways from the edge of the finished surface of the city street to the property line and then concrete or asphalt to connect with the paved surface of the floor of the carport or the garage.

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EASEMENTS:

Said property shall be subject to mutual and reciprocal easements over and across a strip of land 10 feet in width along all lot lines contiguous with the boundary of the plat, and five feet in width along the side and rear lines of all other lots for the installation, operation and maintenance of water, gas, sewer, telephone and electrical lines, and other services now or hereinafter commonly supplied by public utilities serving the dwelling units of this subdivision.

PROPERTY USE RESTRICTIONS:

1. Unless written approval is first obtained from the Architectural 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 sign used by the developer 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 declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

2. No animals, livestock or poultry of 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, 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, motorcycles, trucks (except pickups), campers or 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

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only within the confines of an enclosed garage, 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 Committee, and also excepting Recreational Vehicles and boats which may be kept along the side of a dwelling unit behind a screening structure approved by the Architectural Committee. All other parking of equipment shall be prohibited except as approved in writing by the Architectural Committee.

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

8. No outdoor overhead wire or service drop for the distribution of electric energy or for telacommunication purposes nor any pole, tower or other structure, supporting said outdoor overhead wires, shall be erected, placed or maintained within said property. All purchasers 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 is hereby granted the right to construct and maintain a sale office upon a 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 or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

DURATION:

These conditions, covenants, restrictions, reservations and easements shall be binding upon all parties hereto and all persons claiming under them for a period of 10 years from the date they are recorded, after which time they shall be automatically extended for subsequent periods of 10 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or in part.

RIGHT TO ENFORCE:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants, either to restrain violations or to

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recover damages.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, George O. Scott and Michael E. Erickson have caused this instrument to be executed this 7th day of July, 1977.



George O. Scott
GEORGE O. SCOTT

Michael E. Erickson
MICHAEL E. ERICKSON

SUBSCRIBED AND SWORN to before me this 7th day of July, 1977.

Larry R. Finer
Notary Public for Oregon
My commission expires: 3/20/81

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