

108

**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
HAVERHILL SUBDIVISION  
CLACKAMAS COUNTY,  
OREGON**

Clackamas County Official Records  
Sherry Hall, County Clerk

2018-040215



02156450201800402150100109

\$143.00

06/28/2018 11:36:27 AM

D-OD Cnt=2 Stn=9 COUNTER1  
\$50.00 \$5.00 \$16.00 \$62.00 \$10.00

After recording, return to:  
*April Lee*  
Haverhill HOA  
PO Box 422  
West Linn OR 97068

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HAVERHILL SUBDIVISION (“Declaration”) is made this 27<sup>th</sup> day of June, 2018 by the Association of Lot Owners of the Haverhill Subdivision (hereinafter “Association”) pursuant to a resolution adopted by the Association’s Architectural Control Committee in accordance with ORS 94.590 (6). The purpose of this Declaration is to update and consolidate previous amendments to the covenants, conditions, and restrictions for the Haverhill Subdivision.

This Declaration amends and restates the original declaration recorded October 20, 1987 under instrument number 8747865 in Clackamas County, Oregon. Said declaration was subsequently amended twice by documents recorded August 12, 1988 under instrument number 8832881 and February 14, 1989 under instrument number 8906681 in Clackamas County, Oregon. These documents affect certain real property in Clackamas County, Oregon, hereinafter referred to as “Said Property,” more particularly described as follows:

Haverhill Subdivision, as platted in Book 90 Page 12 Plat Records of Clackamas County, Oregon.

NOW, THEREFORE, the Association does hereby declare that all of Said Property is and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservation 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 condition, covenants, restrictions, reservations, and easements constitute covenants that shall run with the land and shall be binding upon all present and future owners of the property of the interest therein.

**1. DEFINITIONS**

The following words when used in the Declaration 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 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.
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 or 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 Haverhill Joint Venture.

## 2. 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.

## 3. BUILDING COMPLETION

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

## 4. ARCHITECTURAL CONTROL

1. 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 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 and (3) approximate exterior color scheme, (4) location of improvements on the lot, including driveway, and parking areas. 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 in writing 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.

2. The Committee shall be comprised of at least three record owners, who may designate a representative to act for the Committee. In absence of sufficient volunteers to serve on the Committee, the Committee shall use a rolling roster of all record owners residing in the Haverhill subdivision to select Committee members. Record owner(s) selected to serve on the Committee may either serve for a minimum of one year; defer serving for one or two years; or pay an assessment of \$200.00 to the Haverhill subdivision in lieu of serving on the Committee for the selected year and be placed at the bottom of the rolling roster. 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.

3. The Committee's approval or disapproval 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 suite 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.

4. Declarant, or their successors, assume no responsibility by virtue of proving any plan for the improvement, construction or alternation of any structure hereunder.

5. 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.

6. 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.

#### 5. DWELLING UNIT CONSTRUCTION

1. No building may be erected on any of the said building sites unless it contains a minimum of 1500 square feet 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 900 square feet.

2. Exterior walls shall be of double wall construction siding, such as cedar, spruce, redwood, or cement fiber (e.g., hardiplank), with four to six inch exposure, and shall be approved by the Architectural Control Committee. Exterior stain or paint colors shall be approved by the Architectural Control Committee. Windows shall be of wood, vinyl, or anodized metal frame construction. All dwelling units shall have a double car garage or larger. The Architectural Control Committee shall approve roof installations or replacements, and roof material shall be of wood shake or shingle, tile, or triple layer architectural composite shingle that is charcoal gray or black in color. All flashing must be painted.

3. Special Building Restrictions: The following special building restrictions shall apply only to lots 18 and 24. On Lot 24, no building or structure shall be located within 12' of the south lot line. On Lot 18, no building or structure shall be located within 20' of the North lot line.

#### 6. EXISTING TREES.

Every attempt shall be made to preserve existing trees.

#### 7. HEDGES, FENCES AND WALLS

1. No shrub, 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.

2. Yard Perimeter Fencing shall be consistent with the Fence Design Plan attached hereto, marked Exhibit "A" and "B" and incorporated in the Declaration of Conditions, Covenants and Restrictions for Haverhill Subdivision. In addition to wood material left natural (no finish), fences may be stained only with natural or clear stain.

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

4. All signs advertising "HOMES FOR SALE," "BUILD TO SUIT," "BUILDING COMPANIES," etc. shall be of the same design and color scheme and approved by the Architectural Control Committee. Said uniform signage may be acquired through the developer of Haverhill.

#### 8. LANDSCAPING

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

## 9. SIDEWALKS

Purchaser of building sites shall install, at the purchaser's cost, concrete sidewalks to county standards along 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.

## 10. EASEMENTS

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

## 11. 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 a sign used by the builder to advertise the property during the construction and sales period, which sign can also be no more than 5 square feet. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the builder 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 materials 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 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 only within 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 aerials shall be permitted unless required for reception, and then only if approved by the Architectural Control Committee. A Satellite Dish may be allowed, if it

can be situated in the lots so as not to be visible from any other lot or roadway in or around the subject lot. Approval for a Satellite Dish must be obtained from the Architectural Control Committee prior to its installation.

8. 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 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.

## 12. OTHER BUILDINGS

1. 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 subdivision.

2. 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.

## 13. ASSESSMENTS

1. The Architectural Control committee shall maintain or provide for the maintenance and improvement of open land within or contiguous to Haverhill which is available for the use and benefit of persons residing therein, and for the maintenance and improvement of Parcel "G" of Hidden Springs Ranch No. 4 and the maintenance and improvement of the 15' public access easement between lots 13 and 14, Haverhill. In this connection, the Architectural Control Committee shall have the authority to do all things reasonably necessary to these objects.

2. 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 regular annual or other regular periodic assessments or charges as established by the Architectural Control 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. In addition to running with the land, and not in lieu of it, each such assessment, together with interest, costs and reasonable attorney 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 foreclosed, and runs with the land.

3. The maximum regular annual assessment shall be \$400.00 for each Lot subject thereto, unless a higher assessment is approved by a majority of the record owners of lots who return ballots to the Architectural Control Committee under rules established by the Architectural Control Committee.

4. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on an appropriate basis at the discretion of the Architectural Control Committee. If the

Architectural Control Committee has any unused assessments at the end of any fiscal year it may, in its sole discretion, elect to distribute such funds to Lot owners in proportion to the assessments made to the Lots during the same fiscal year.

5. The annual assessments provided for herein shall commence as to all Lots on June 1, 1988. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Architectural Control Committee. The Architectural Control Committee shall, upon demand at any reasonable time, furnish a certificate in writing signed by a member of the Architectural Control Committee setting forth whether the assessments on a specific Lot have been paid.

A reasonable charge may be made by the Architectural Control Committee for the issuance of these certificates; such certificate shall be conclusive evidence of payment of any assessment herein stated to have been paid.

6. 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 become delinquent and bear interest from the date of delinquency at the rate of 12% per annum. Upon delinquency, and at any time thereafter, the Architectural Control Committee may file in the office of the Director of Records, County Clerk, or appropriate recorder of conveyances of Clackamas County, Oregon, a statement of the amount of any such charges or assessments, together with interest, which have become delinquent with respect to any Lot. Upon payment in full, the Architectural Control Committee shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessments, together with interest, costs, expenses and reasonable attorney fees for the filing and enforcement thereof, including at trial and appeal, 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 herein provided. Such lien may be enforced by any two members of the Architectural Control Committee in the manner provided by law with respect to such obligations and liens upon real property. In addition to and not in lieu of the lien against the real property to which any unpaid assessment relates, the Owner of said Lot at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorney fees which shall also be secured by said lien. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure on the lien.

#### 14. DURATION

1. These conditions, covenants, restrictions, reservations and easements—as originally recorded and subsequently modified by majority of record lot owners' approval—shall be binding upon all parties hereto and all persons claiming under them for a period of 25 years from the date this paragraph modification is recorded, after which time they shall be automatically extended for subsequent period of 25 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or part.

2. In validation of any one of these covenants by judgment of court order shall in no way effect any of the other covenant which shall remain in full force and effect.

THE UNDERSIGNED PRESIDENT AND VICE PRESIDENT of the Association's Architecture Control Committee hereby certify and affirm that this Amended and Restated Declaration includes all previously adopted amendments in effect and no other changes except to correct scriveners' errors or to conform format and style.

In witness whereof, the undersigned have caused this instrument to be executed this 27th day of June, 2018.

ASSOCIATION OF LOT OWNER'S OF THE HAVERHILL SUBDIVISION

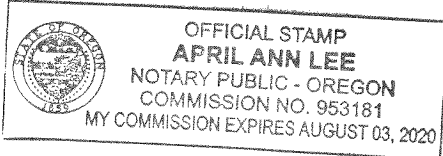
Architecture Control Committee

By: [Signature], President

KIRSTIN KENDALL

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

This instrument was acknowledged before me on June 27, 2018, by Kristin Kendall as president of the Association's Architecture Control Committee.



[Signature]  
Notary Public for Oregon  
My commission expires: 8-3-20

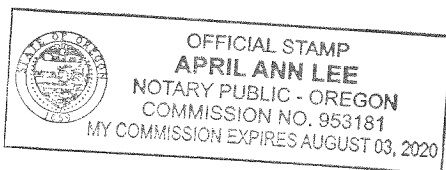
Architecture Control Committee

By: Barbara Joan Dingle, Vice President

BARBARA JOAN DINGLE

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

This instrument was acknowledged before me on June 27, 2018, by Barbara Dingle as vice president of the Association's Architecture Control Committee.



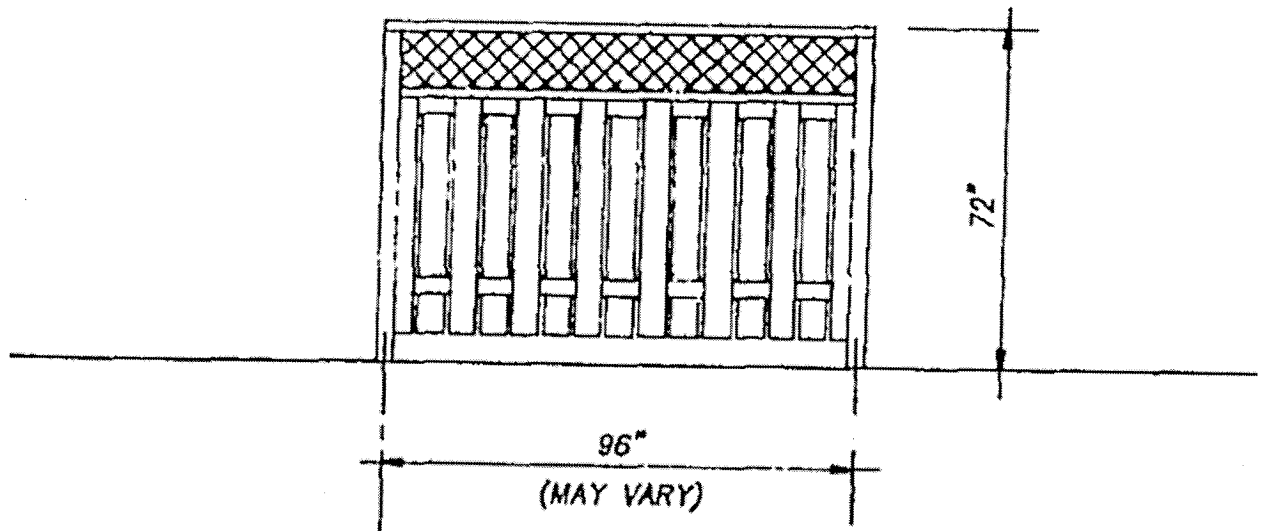
[Signature]  
Notary Public for Oregon  
My commission expires: 8-3-20

CC&R's HAVERHILL SUBDIVISION



Exhibit A  
To Haverhill  
Covenants, Conditions, and Restrictions

Yard Perimeter Fencing



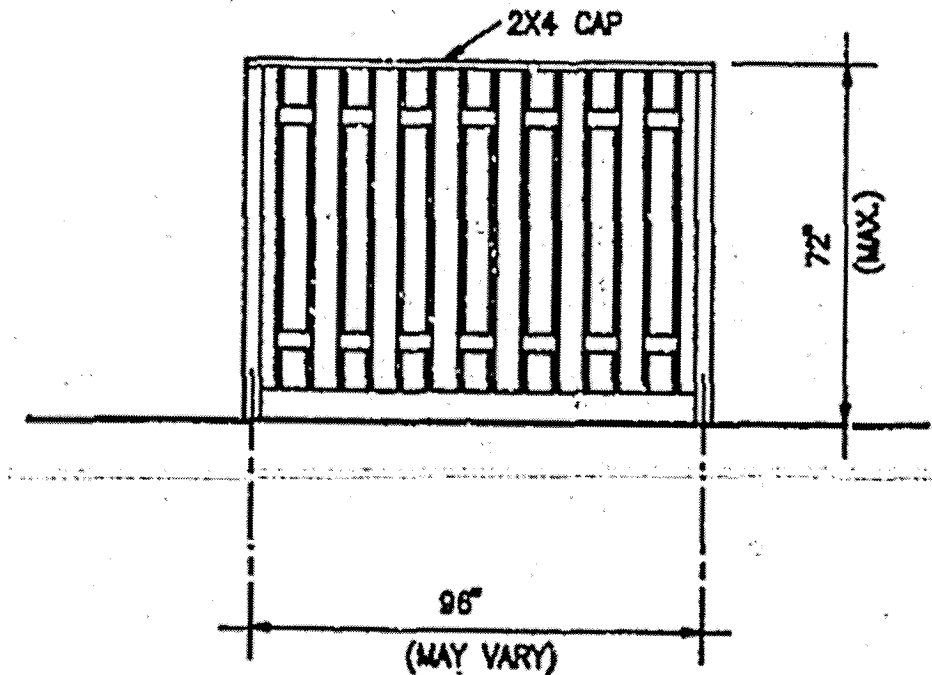
MATERIALS: 1x6 #1 CEDAR TIGHT KNOT UPRIGHTS  
4x4 #1 CEDAR POSTS WITH 2x4 CEDAR BRACES  
ALL WOOD MATERIALS ARE TO BE LEFT NATURAL (NO FINISH), FENCES MAY BE STAINED  
ONLY WITH NATURAL OR CLEAR STAIN.

STYLE: LATTICE TOP

MAINTENANCE: PROPERTY OWNERS ARE TO KEEP FENCING IN GOOD REPAIR BROKEN OR DECAYED  
FENCING MUST BE BROUGHT UP TO "NEW" CONDITION IN A TIMELY MANNER.

Exhibit B  
To Haverhill  
Covenants, Conditions, and Restrictions

Yard Perimeter Fencing



MATERIALS: 1x6 #1 CEDAR TIGHT KNOT UPRIGHTS  
4x4 #1 CEDAR POSTS WITH 2x4 CEDAR BRACES  
ALL WOOD MATERIALS ARE TO BE LEFT NATURAL (NO FINISH), FENCES MAY BE STAINED ONLY WITH NATRUAL OR CLEAR STAIN.

STYLE: 2x4 CAP

MAINTENANCE: PROPERTY OWNERS ARE TO KEEP FENCING IN GOOD REPAIR BROKEN OR DECAYED FENCING MUST BE BROUGHT UP TO "NEW" CONDITION IN A TIMELY MANNER.

CC&R's HAVERHILL SUBDIVISION