

RETURN TO:

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JOHN R. LONEY  
3325 Augusta NATIONAL Dr. S  
Salem OR 97302

## DECLARATION OF WOODCREST ESTATES PROTECTIVE COVENANTS, CONDITIOINS AND RESTRICTIONS

**THIS DECLARATION** is applicable to all Phases in Woodcrest Estates.

Woodcrest Estates is a subdivision located within the city limits of Salem, Oregon. Its primary access is from Boone Rd (see attached Exhibit A). REEL 4609, Page 186, 3/29/22.p

**WHEREAS**, John Loney and Rod Ashford Owners are hereinafter referred to as Declarant, is opener of the above described real property located in the County of Marion, State of Oregon, known as Woodcrest Estates, a duly recorded plat, and

**WHEREAS**, the Declarant desires to declare of public record its intention to create protective covenants, condition and restrictions for the owner of said property.

**NOW THEREFORE**, Declarant herby declares that all the property described above shall be held, sold and convened subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties of any parts thereof, their heirs, successors and assign, and shall insure the benefit of each owner thereof.

### ARTICLE 1 RESIDENTIAL CONVENANTS

REEL 4611 PAGE 110  
MARION COUNTY  
BILL BURGESS, COUNTY CLERK  
04-04-2022 01:49 pm.  
Control Number 700609 \$ 106.00  
Instrument 2022 00015245

#### 1. DWELLING SIZE

All dwellings are to have no less than 1,600 square feet of living area exclusive of open porches and garages of single story and 1,600 square feet of two-story exclusive of open porches and garages. Each single family detached living unit, should include a garage designed to enclose a minimum of two vehicles (no carports permitted).

#### 2. USE OF LOTS; VEHICLES AND EQUIPMENT.

These lots shall henceforth be known and described as residential lots. No structure shall be erected, placed, altered or permitted to remain on any residential lots other than one detached single family dwelling with a private automobile garage and a small outbuilding incidental to residential use. No manufactured home, mobile home or mobile home rendered immobile shall be placed for stored upon these residential lots. no trucks or vans (except vehicles of 3/4 ton weight or less), shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours), and then solely of the purpose of loading or unloading or for a service call; provide, however, that such a vehicle may be kept within an owner's enclosed garage. No vehicles or other equipment of any kind shall be parked on any portion of the property while such vehicles are in a state of disrepair. Recreational vehicles, campers, motor homes, large trucks, trailers, boats or vehicles in disrepair will not be permitted to be parked or stored in the driveways of residences or in the streets of the subdivision. Boats and trailers are allowed to park on the streets or driveways for loading and unloading only. Not to exceed 24 hrs. They must be parked or stored in a garage. Or side yard, or backyard behind a 6 foot high fence not extending beyond the front of the garage. Corner lot side yards adjacent to the street shall also be prohibited areas for parking or storage as described above.

### **3. SIGNS**

No sign shall be erected shall be erected or maintained on any lot (excluding WoodCrest Estates entry signs) except that not more than on "FOR SALE" or "FOR RENT" sign placed by the owners, Declarant or by licensed real estate agent, not exceeding twenty-four inches high and thirty-six inches long, may be temporarily displaced on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by owner of appointees provided the same shall not be a violation of the controlling governmental sign ordinances

### **4. RUBBISH AND TRASH**

(a) Landscaping design - the front and rear yards of all lots shall within six months of issuance of the occupancy permit be landscaped in a manner that is harmonious and compatible with the overall landscaping as existing in the developed part of all phases in Woodcrest Estates.

(b) Landscaping Maintenance - Each owner shall maintain the landscaping and yard area in an attractive appearance and free from insects and disease; each owner shall provide for the timely replacement of lost plant life and trim and prune the plant material to prevent an overgrown look.

(c) Fencing - All fencing must follow the rules of the city ordinance. All fencing must be made of wood (cedar or outdoor wood), vinyl, or black vinyl coated link fencing.

## **ARTICLE II ARCHITECTURAL CONTROL DESIGN GUIDELINE**

### **EXTERIOR LIGHTING:**

Exterior lighting must be designed to eliminate glare and annoyance to adjacent property owners and passersby.

### **EXTERIOR MATERIALS:**

No manufactured 4-foot by 8-foot or 4-foot by 9-foot sheets will be allowed on elevations of the home. Lap siding, board and batten, stucco and/or brick must be used on all sides of the homes. Minimum roof pitch is to be 5/12

### **ROOF:**

Roof must be 30 year Architectural design composition or cedar shake or tile.

## **ARTICLE III GENERAL PROVISIONS**

### **(1) TERM AND-AMENDMENT**

These Covenants, conditions and restrictions imposed hereby shall run with the land and shall be binding on all parties and all persons claiming under them until 2032, after which time said covenants, conditions and restrictions shall be automatically extended for successive 10-year periods, unless and until instruments signed by two-thirds of the current owners of the

lots has been recorded agreeing to change said covenants, conditions and restrictions in whole or in part. City of Salem, mandated Covenants, Conditions or Restrictions may not be changed without the permission of the City of Salem.

**(2) ENFORCEMENT**

In the event of any violation of any of the provisions of this declaration, the declarant or any other person or persons owning real property within the plat may, at their own option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for violation of the provisions of this of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees incurred in such enforcement.

**(3) SEVEFRABILITY**

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

**(4) LIMITATION OF LIABILITY**

These Covenants, Conditions and Restrictions are designed to be enforceable by the owners of a lot or lots in the subdivision and the intent is not for the developer to be enforcer. Any lot owner may seek enforcement of these Covenants, Conditions and Restrictions. Enforcement shall be by proceedings at law or in equity and may be brought against any person or persons violating or attempting to violate any covenant, Conditions or Restriction stated herein.

IN WITNESS, WHEREOF, the undersigned have caused this instrument to be executed this 4 day of APRIL 2022.

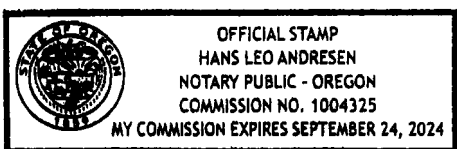
By: John R Loney Owner  
John Loney-Owner

STATE OF OREGON

COUNTY OF Marion

BE IT REMEMBERED, That on this 4<sup>th</sup> day of April, 2022 before, a Notary Public in and for said County and State, personally appeared the within named John Loney, Owner and that said instrument was signed and sealed on his behalf, and does acknowledge said instrument to be in voluntary act and deed.

Hans Leo Andersen  
Notary Public for Oregon  
My commission expires 9/24/2024



WITNESS, WHEREOF, the undersigned have caused this instrument to be executed this 4 day of APRIL 20 22.

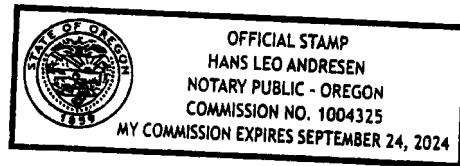
By: Rodney Ashford Owner  
Rodney Ashford-Owner

STATE OF OREGON

COUNTY OF Marion

BE IT REMEMBERED, That on this 4<sup>th</sup> day of April, 20 22 before, a Notary Public in and for said County and State, personally appeared the within named Rodney Ashford, Owner and that said instrument was signed and sealed on his behalf, and does acknowledge said instrument to be in voluntary act and deed.

Hans Leo Andresen  
Notary Public for Oregon  
My commission expires 9/24/2024



**REEL: 4611**

**PAGE: 110**

**April 04, 2022, 01:49 pm.**

CONTROL #: 700609

State of Oregon  
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 106.00

BILL BURGESS  
COUNTY CLERK

THIS IS NOT AN INVOICE.