

JOHN'S WOODS PROTECTIVE COVENANTS

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS APPLICABLE TO JOHN'S WOODS
CLACKAMAS COUNTY, OREGON**

[Recorded in Clackamas County, Oregon, No. 80 2276]

January 15, 1980

WITNESSETH:

The Hollman Company, an Oregon corporation, hereinafter referred to as Declarant, is the owner in fee simple of a certain real property situated in the City of Lake Oswego, Clackamas County, Oregon which has been platted and designated as "John's Woods" according to the only recorded map and plat thereof on file and of record in the office of the county clerk of Clackamas County, Oregon. In the record of town plats, plat book 77, page 18.

The Declarant desires to declare of public record its intentions to create certain protective covenants and conditions to the ownership of said property.

Now therefore, the Declarant does hereby certify and declare that the following reservations, conditions and covenants shall become and are hereby made a part of all covenances of the plat of John's Woods, recorded January 24, 1979, Book 77, Page 18, Instrument #79-3373, Plat records of Clackamas County, Oregon and that the following protective covenants and reservations shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

The declarations are adopted in the best interest of all present and future owners of real property in John's Woods.

- I. LAND USE AND BUILDING TYPE: No lot shall be used for other than residential purposes and no building other than one single family dwelling with a private attached or detached garage for not less than two cars.
- II. DWELLING SIZE: The ground floor area of the dwelling exclusive of open porches and garage shall not be less than 1600 square feet, except that a 2-story dwelling may have less than 1200 square feet on the ground floor, provided the total living area is 1800 square feet or more and a daylight basement home shall have a main floor area of not less than 1200 square feet.
- III. ARCHITECTURAL CONTROL: John's Woods is a unique and distinctive development. The homes are to be of quality and character, unique in itself and its relation to the site and to the surrounding homes. Duplications and similarities of elevation will be strongly discouraged.

Requirements for architectural control are provided here so as to set guidelines on this objective.

1. All homes within John's Woods shall have written approval of the Architectural Control Committee prior to any construction, excavation, or site clearing.

2. Prior to start of construction, contractor must submit in a designated format to the Architectural Control Committee for written approval of the following:
 - a. SITE PLAN – indicating location of the improvements, setbacks, city sidewalk locations (where required), location of all trees over 6" in diameter within 10 feet of the improvements.
 - b. DRAINAGE PLAN – location of rain drains and surface drainage plan for the lot.
 - c. FLOOR PLANS OF HOME – indicating room relationships, sizes, and features.
 - d. EXTERIOR MATERIALS AND ELEVATION OF HOME – Exterior materials must be approved for use by the Architectural Control Committee. Roofing material must be cedar shingle, shake, or tile. Siding material shall be of the cedar or redwood type. No plywood siding of any type will be approved. Windows must be aluminum bronze anodized or wood. The exterior finish of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures, and landscaping within John's Woods. Any other architectural features subject to control will be approved or disapproved upon submission of plans to the Architectural Control Committee. The existing structure on Lot 15 shall be exempt from this restriction.
3. All requests for approval to be submitted in duplicate with one copy of each document to be retained by the Architectural Control Committee.

- IV. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and at least five (5) feet in width along all side and rear lot lines of all lots. Within these easements no structure or planting or other material shall be placed or be permitted to remain which may change the direction or flow of drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- V. NOXIOUS ACTIVITY: No noxious, unlawful, or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- VI. STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building, shall be used on any lot at any time as a residence, either temporarily or permanently.
- VII. PARKING: Parking of boats, trailers, motorcycles, trucks, truck campers, and light equipment shall not be allowed on any part of said property, nor on public ways adjacent hereto, excepting only within the confines of an enclosed garage or hidden from public view by a fence or hedge and no portion of same may project beyond enclosed area. The plans for which must be approved by the Architectural Control Committee prior to construction. Street parking is prohibited for more than six continuous hours within a 24 hour period.

- VIII. SIGNS: No signs of any kind shall be displayed to the public view on any lot or property except:
1. Professional sign of not larger than 18" x 24" advertising the property for sale or rent. This does not apply to construction and sales period.
 2. John's Woods entry signs.
- IX. AERIALS AND SERVICE FACILITIES: All outside television and radio aerials and antennas are prohibited. 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 John's Woods. Clotheslines and other service facilities shall be screened so as not to be viewed from the street.
- X. MAILBOX AND PAPER DELIVERY: 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.
- XI. CONSTRUCTION PERIOD: All residences shall be completed within a one year period of time from the commencement of building. No person(s) shall occupy a residence during the construction period. All builders will be responsible to keep the lots clear of excess waste materials and the streets clean of mud, debris, or materials.
- XII. LANDSCAPING: All front yards must be landscaped in an acceptable manner within six (6) months of being owner occupied.
- XIII. IMPROVEMENTS: It shall be the duty of the property owner or occupant of any building site, to improve and maintain in proper condition the area between the property line of said building site, and the nearest curb or improved street.
- XIV. FENCES AND HEDGES: No fence, hedge, or wall shall be erected, placed, or permitted to remain on any lot in said addition without the written approval of the Architectural Control Committee. Maximum allowable height for above is six (6) feet.
- XV. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided they are not a nuisance to neighbors and owners must abide by local ordinances.
- XVI. TRASH AND RUBBISH: 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, which will not be permanently in view from any street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, and sanitary condition. Yard rakings, dirt, and brush resulting from landscaping work shall not be dumped onto streets, open space, or any other lots.
- XVII. TREE REMOVAL: No trees with a diameter of six (6) inches, or more, measured at a height of five (5) feet above ground level, may be removed from those portions of any lot which lie outside the building site (including driveway) without prior written approval of the Architectural Control Committee and City of Lake Oswego.

- XVIII. DURATION: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years beginning January 15, 1980, and shall be automatically extended for successive periods of ten (10) years unless cancelled or modified by a recorded instrument signed by the majority of the then owners of the lots agreeing to change said covenants in whole or in part. This represents a total of 40 signatures corresponding with the platted 79 lots. To form a majority will require 40 owners to agree.
- XIX. ENFORCEMENT: Should any person violate or attempt to violate any of the provisions of these Covenants, the Declarant, or any other person or person owning any real property embraced within the plat, at its or their option shall have full power and authority to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any of the 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.
- XX. SEVERABILITY: Invalidation of any one of these covenants by judgement or court shall in no way effect any of the other provisions which shall remain in full force and effect.
- XXI. LIABILITY: Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder, or developer 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 that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.
- XXII. EFFECTIVE PERIOD OF CONSENT: 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 applied for and received an extension of time from the Architectural Control Committee.

Done by order of The Hollman Company this 15th day of January, 1980.

THE HOLLMAN COMPANY

Edward H. Murphy, President