

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
WESTVIEW ESTATES**

**RECITALS:**

1. Westview Estates was established by the Declaration of Covenants, Conditions And Restrictions for Westview Estates ("Declaration"), recorded on January 5th, 1994 at Polk County BOR 279, page 1722, real property records for Polk County.
2. The first amendment to the Declaration was recorded on April 8, 1994 at Polk County BOR 285, page 1261. The Declaration was further amended by document no. 2007-017896, recorded on November 28, 2007, document no. 2013-008931 recorded on August 15, 2013, document no. 2018-001247, recorded on January 31, 2018, and document no. 2021-017011, recorded on October 27, 2021. The Westview Estates Homeowners Association approved an additional amendment December 2, 2014.
3. Pursuant to ORS 94.590(6), the Executive Committee of the Westview Estates Homeowners Association has adopted a resolution authorizing the recording of this Amended and Restated Declaration of Covenants, Condition, and Restrictions for Westview Estates.

**1. PURPOSE**

**RECORDED IN POLK COUNTY**  
Valerie Unger, County Clerk

**2022-012620**

**2. LAND USE**

- 2.1. Animals
- 2.2. Clotheslines
- 2.3. Commercial Activity
- 2.4. Equipment
- 2.5. Fences
- 2.6. Heating and Air Conditioning
- 2.7. Inoperable Vehicles and Machinery
- 2.8. Landscaping and Landscape Maintenance
- 2.9. Mailboxes
- 2.10. Noxious Activity
- 2.11. Obstructing View
- 2.12. Signs
- 2.13. Site Maintenance
- 2.14. Trucks, Campers, Etc.
- 2.15. Rental of Homes



**\$136.00**

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REC-C&R    Cnt=1    Stn=1    K. WILLIAMS  
\$50.00 \$11.00 \$60.00 \$5.00 \$10.00

**3. BUILDINGS**

- 3.1. Building Size and Type
- 3.2. Garages
- 3.3. Manufactured Homes

- 3.5. Quality
- 3.6. Construction Period
- 3.7. Construction Completion
- 3.8. Occupancy

#### 4. ARCHITECTURAL CONTROL

- 4.1. Committee
- 4.2. Plan Submission
- 4.3. Plan Approval

#### 5. OTHER

- 5.1. Governing Law
- 5.2. Enforcement of CC&Rs
- 5.3. Expiration of CC&Rs
- 5.4. Resolution of Conflicts
- 5.5. Waiver of CC&Rs
- 5.6. Contribution to Working Capital

### **TO THE PUBLIC:**

THIS AMENDED AND RESTATED DECLARATION is made by the Westview Estates Homeowners Association:

#### **1. PURPOSE.**

DECLARANT, Westview Estates Homeowner's Association represents the owners of the real properties described on the Map, attached hereto, hereinafter known as properties, and desires to subject the properties to the following protective covenants, conditions restrictions, reservation, and easements, hereinafter known as "CC&Rs". These CC&Rs are for the benefit of the properties and their present and subsequent owner, and will convey the properties subject thereto.

Therefore declarant hereby declares that all of the properties are, and shall be held, sold and conveyed upon and subject to the CC&R hereinafter set forth, all of which are for the purpose of enhancing and protecting the value desirability and attractiveness of the properties. These CC&Rs shall run with the land and bind all persons having or acquiring any right, title or interest in the properties for the benefit of all present and future owners of the properties, or any interest therein.

In addition, the affairs of Westview Estates shall be governed by the Westview Estates Homeowner's Association, of which each owner of a lot within Westview Estates shall be a member by virtue of such lot ownership. Westview Estates shall be subject to the provisions of the Oregon Planned Community Act, ORS 94.550-94.945. The Westview Estates Homeowner's Association shall have all the powers and duties enumerated in that Act and in its duly adopted Bylaws including authority to establish and collect assessments from each of its members, and shall additionally be empowered to

enforce the provisions of this Declaration and such rules and regulation as the Executive Board may adopt pursuant to this Declaration and/or the Bylaws.

## **2. LAND USE.**

Westview Estates is restricted to residential, one-story, single-family dwellings.

- 2.1. ANIMALS: No animals or fowl shall be raised, kept or permitted upon the residential lot or any part thereof excepting domestic pets. Domestic pets may not be kept, bred or raised for commercial purposes.
  - 2.1.1. Cats shall be limited to not more than four and must be kept indoors, properly vaccinated, spayed or neutered.
  - 2.1.2. Dogs shall be properly vaccinated, licensed, and shall be controlled in number and other respects by City of Salem dog ordinances.
- 2.2. CLOTHESLINE: No clotheslines, clothes racks or other apparatus on which clothes, rugs or similar items are exposed for the purposes of drying or airing shall be visible from any street.
- 2.3. COMMERCIAL ACTIVITY: No business or commercial activities of any kind shall be carried on in any residence or on any other portion of the property. This provision, however, shall not be construed so as to prohibit an owner from maintaining their professional personal library, keeping records and doing other things incidental to a business or profession conducted elsewhere.
- 2.4. EQUIPMENT: No equipment, tools or other personal property shall be stored on any residential lot so as to be visible from a public street or sidewalk without the consent of the HOA Executive Board.
- 2.5. FENCES: Fences shall be cedar, chain link, or coated white vinyl or equivalent, properly repaired and maintained. Fences shall not be constructed or contain any material capable of, doing bodily harm, such as electrical wire, broken glass, protruding spikes, or any other hazardous material. Bare wire, chicken wire and barbed wire are not acceptable. No fence shall be over six feet in height. No fence over three feet in height shall be constructed within twenty (20) feet from the front line of the lot.
  - 2.5.1. Within the limitations above, the location, material, and design of any new fence is subject to registration with and approval of the Executive Board of the Association, or its designee prior to construction. In considering any proposed fence design and dimensions, the Board or its designee shall consider whether the proposed fence would be a significant detriment to the adjoining properties, and to the subdivision as a whole.
- 2.6. HEAT PUMPS, AIR CONDITIONERS, AND SOLAR SYSTEMS: Placement of heat pump and condenser units shall receive special consideration in order to provide visual screening and noise mitigation for the neighboring residence and areas. Use of solar heating systems is acceptable provided that the panels or collectors are integrated into the structure with regard to the overall appearance and design.
- 2.7. INOPERABLE VEHICLES OR MACHINERY: No inoperable or unused, wrecked trailers, automobiles, mechanical parts, household appliances, machines, or similar items shall be stored, parked or left in public view.

- 2.8. LANDSCAPING and LANDSCAPE MAINTENANCE: Each lot shall have front and side yards graded and landscaped. The front yard shall be planted and maintained in grass lawn. Bark dust or similar material may be used in lieu of grass, but in such case bark dust or similar material must be augmented by trees, shrubs, ornamental planting, flower beds, or other commonly used landscaping. Side and back yards in public view shall be similarly landscaped. In all cases, vegetation shall be kept trimmed in a reasonable manner to prevent encroachment on sidewalks or neighboring properties, and weeds shall be suppressed. Each lot and its landscaping shall be kept neat and tidy and free from weeds, pests and diseases. Trees and shrubs shall be trimmed and pruned. They shall not be allowed to encroach on any sidewalk or street.
- 2.9. MAIL BOXES: Mail boxes and newspaper receptacles shall be of the standard design approved by the HOA Board of Directors. All replacements shall be of the same design.
- 2.10. NOXIOUS ACTIVITY: No noxious or offensive activity shall be carried on upon a residential lot or any part thereof, nor shall anything be done or maintained thereon which may be, or may be reasonably expected to become, an annoyance or nuisance to the neighborhood or detract from its value as a desirable residential district.
- 2.11. OBSTRUCTING VIEW: No fence, wall, hedge or shrub planting which will obstruct sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway's pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line. The Executive Board, by resolution, may impose special conditions on view and lake front property.
- 2.12. SIGNS: No signs shall be erected or displayed on any lot, residence or street right of way without the prior written permission of the HOA Executive Board; provided such permission shall not be required for one sign no larger than six (6) inches by twenty-four (24) inches displaying the name and/or address of the occupant, or one temporary sign no larger than eighteen (18) inches by twenty four (24) inches advertising the lot or residence for sale or rent, which shall be removed upon the sale, or rental of the lot or residence. Nothing herein shall apply to restrict temporary political signs consistent with applicable law.
- 2.13. SITE MAINTENANCE: Each owner of a lot shall maintain the lot and each structure thereon, in proper condition, including the area between his property line, the improved portion of any abutting public curb or street and any public sidewalks.
- 2.14. TRUCKS, CAMPERS. ETC. No trucks (except pickup, without campers), campers, motor homes, trailers, boats, motorcycles or similar recreational vehicles shall be parked on a lot or street other than temporarily, in no case in excess of 24 hours, and then solely for the purposes of loading or unloading or for a service call; provided however that such vehicle may be kept within an owner's enclosed garage, or in a designated screened area approved by the HOA Executive Board. No vehicles of any kind shall be parked on any portion of the lot or street when such vehicles are in state of disrepair or while beginning repaired.

## 2.15. RENTAL OF HOMES

### 1. Definitions

- 1.1 "Lot" means any lot depicted on the Plat of Westview Estates, and includes dwellings, alternative dwelling units, and all other habitable structures.
- 1.2 "Rent" means the granting of a right to exclusive use or occupancy of a dwelling on any lot in exchange for payment. The right to exclusive use or occupancy includes specific and indefinite lengths of time. Payment includes money, property, other goods, and services of value.
- 1.3 "Rental" means any dwelling on a Lot where rent is exchanged. Rental does not include:
  - 1.3.1 Joint ownership of a lot, i.e. joint tenancy, tenancy in common, or other forms of co-ownership.
  - 1.3.2 Occupancy, regardless if rent is exchanged, by a member of the Owner's immediate or extended family, so long as the Lot is occupied by at least one Owner.

### 2. Restrictions

- 2.1 No more than 5% of the Lots may be rented at any time ("Rental Cap"). All other Lots must be owner-occupied.
- 2.2 An Owner may not rent less than the entire Lot.
- 2.3 No Lot may be rented for transit or hotel purposes.
- 2.4 All rentals must be at least 30 days.
- 2.5 The number of occupants must comply with all city and county ordinances and requirements.

### 3. Application and Approval

- 3.1 Prior to renting their Lot, Owners must submit an application to the Board of Directors. If the requested rental will not exceed the Rental Cap, the Board shall approve the request. If allowing the requested rental will exceed the Rental Cap, then the Board shall deny the request.
- 3.2 In the event the requested rental is denied, the Owner will be placed on a waiting list in chronological order, based on the date the application was received by the Board. When the number of rentals falls below the Rental Cap, the first Owner on the waiting list will be notified and allowed to rent their Lot.

### 4. Rental Agreement and Tenant Information

- 4.1 Any Owner who rents their Lot must include the following provisions in the rental agreement:
  - 4.1.1 The tenants are obligated to comply with the Association's governing documents;

- 4.1.2 An acknowledgement that each tenant has received and reviewed the Association's governing documents; and
- 4.1.3 Failure to comply with the Association's governing documents constitutes a material breach of the rental agreement.
- 4.1.4 All owners who rent their Lot must provide the names and contact information for each tenant.

#### 5. Existing Rental Exception

- 5.1 The Rental Cap does not apply to any Owner who is renting at the time this Section 2.15 is recorded in the records of Polk County.
- 5.2 Such owners may continue to rent their Lot to existing and subsequent tenants so long as the Owner has legal title to the Lot.
- 5.3 At any time such Owner is no longer a legal title holder on the Lot, the Lot and subsequent Owner shall be subject to the Rental Cap.

#### 6. Hardship Exception

- 6.1 The Board of Directors, at its sole discretion, may authorize a rental even if the rental will exceed the Rental Cap. Such authorization shall be made if the Board determines that a hardship exists, and the requesting Owner will suffer significant harm if not allowed to rent the Lot.
- 6.2 Examples of such hardship include, but are not limited to:
  - 6.2.1 An Owner in the National Guard is called to serve overseas;
  - 6.2.2 An Owner's employer requires the Owner to live out of state for an extended period, and selling the Lot is not practical or desirable;
  - 6.2.3 An Owner is injured or convalescing and must live in a rehabilitation center for an extended period of time.

#### 7. Other Rules and Regulations

- 7.1 The Board of Directors may adopt rules, regulations and resolutions to interpret, implement, or enforce the provisions of Section 2.15.

### 3. BUILDING TYPES:

- 3.1. BUILDING SIZE AND TYPE: No building shall be erected or maintained on any building site except one story, one single-family dwelling. Each dwelling shall have at least 1,300 square feet of floor space, (exclusive of porches, patios, basement and garage). Out buildings (e.g. garage, hobby shop, greenhouse. etc.), shall not exceed ten (10) feet at eaves in height and shall conform in material, architectural design, color, and construction of the dwelling.

No residence shall be erected, altered, placed or permitted other than one single family dwelling not to exceed thirty (30) feet in height. For the purposes of these CC&Rs, "height" shall be measured from the highest natural grade elevation immediately adjoining the foundation of said building to the highest point of the building.

- 3.2. GARAGES: Each occupied lot shall have an attached garage adequate for two automobiles, (or an automobile and RV). An equivalent free-standing garage will be allowed if it is connected to the home by a covered breeze way. Either type must have a concrete floor and driveway. The garage shall be completed within sixty days (60) days of occupancy of the dwelling. Garages for RV's are acceptable upon written approval of the HOA Executive Board.
- 3.3. MANUFACTURED HOMES: A manufactured home shall be installed on a concrete foundation to manufacturer specifications, meeting applicable city and county codes. The hitch, tires, wheels, and axles shall be removed. Any utility facilities shall be enclosed or completely screened from view.
- 3.3.1 CRAWL SPACE: All manufactured homes shall be new and installed over a crawl space. The minimum crawl space depth shall be as required by applicable codes. Each manufactured home shall be skirted with a material that is either treated wood or suitable material to prevent dirt from entering the crawl space. Skirting color shall harmonize with the manufactured home. A crawl space opening shall be provided to allow adequate access by an individual to service the crawl space area. Ventilation openings shall be placed in the foundation according to applicable codes.
- 3.4. SIDING: All siding material shall be composite or cement board siding, brick, stone, cedar or a comparable material with sheathing under layment on the house. The color of such siding is subject to approval by the Executive Board.
- 3.5. QUALITY: Houses constructed or placed on the properties must maintain a high level of construction. The following requirements represent the minimum standards that will be considered by the HOA Executive Board when reviewing plans submitted for review consideration:
- A full gable roof line on three (3) section homes. A nominal 3/12 pitch with 4/12 peak height is required.
  - A 3/12 pitch on all two (2) section homes.
  - Twenty (20) year life composition roof shingles of a color approved by the Executive Board.
  - Interior walls should be taped and textured.
  - All homes must have continuous gutters and down spouts.
  - All homes must have some combination of a gable, dormer or recessed entry to break up the appearance of the front of the home.
  - Any variations are subject to prior approval of the Executive Board.
- 3.6. CONSTRUCTION PERIOD: Construction of any building or improvement, or placement of any manufactured home on any lot, shall be started within three (3) years of the date of purchase, and shall be completed within one (1) year of commencement. Derelict homes shall be removed the title holder within six (6) months of purchase.

- 3.7. CONSTRUCTION COMPLETE: Promptly after completion of any work, owner shall give written notice of completion to the Executive Board. Upon receipt of the completion notice, the Executive Board shall inspect the completed work, and give written notice to the owner of approval or of any respects in which the completed work fails to meet the plans and specifications consented to by the Executive Board. The owner shall be given a reasonable period, not less than thirty (30) days, in which owner shall remedy any variance or commence to remedy any variance in the event the variance cannot reasonably be remedied in thirty (30) days.
- 3.8. OCCUPANCY: No dwelling shall be occupied until it complies with all applicable conditions and restrictions and its exterior has been completed and painted. Every building, fence, wall or other structure shall be constructed with new material (except that used brick is permissible) unless the use of other than new material shall have received the written approval of the HOA Executive Board. All buildings must be completed within six (6) months from the date construction is commenced, exclusive of inside finish work.

#### **4. ARCHITECTURAL CONTROL**

- 4.1. COMMITTEE: No structure shall be built or installed, nor the exterior thereof modified without the prior written approval of the Architectural Review Committee and the Executive Board. In the event the Executive Board fails to approve or disapprove a proposed design within thirty (30) days after the plan and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.
- 4.2. SUBMISSION OF PLANS: Plan submitted to the Executive Board for approval shall be sufficiently detailed to inform the Executive Board exactly what is planned. Building plans shall consist of the following minimum information: plot plan, floor plans, front, side, and rear elevations, type and class of exterior material, exterior color and finish to be used, and the size and location of decks, terraces. Plot plans should also show careful consideration for the preservation of the view of other lot owners.
- 4.3. APPROVAL OF PLANS: Whether or not the provision is specifically stated in any conveyance of a lot, each lot, by acceptance of title or taking possession, agrees that no building, wall, or other structure shall be placed upon such lot until the plan, specifications design, landscaping, and plot plan have been approved in writing by the Executive Board. Each structure of any kind shall be placed on the premise only in accordance with the plans, specifications and plot plan so approved. Refusal or approval of plans and specification may be based upon any ground, including aesthetic grounds, which in the reasonable discretion of the Executive Board shall be sufficient. No alteration in the exterior appearance or buildings, or structures shall be made without like approval. If the Executive Board fails to approve or disapprove the plans with thirty (30) days after written request therefore, then such approval shall not be required provided that no building or other structure shall be erected which violates any of the CC&Rs contained herein. Failure to approve or disapprove a plan within thirty (30) days shall not constitute a waiver of any other provisions in these CC&Rs.

## 5. OTHER

- 5.1. GOVERNING LAW: This Declaration shall be governed by the laws of the State of Oregon including, but not limited to, the Oregon Planned Community Act, 94.550 - 94.945 and as may be amended.
- 5.2. ENFORCEMENT of CC&Rs: If any lot owner violates or attempts to violate any of the CC&Rs the Executive Board or any injured lot owner, may prosecute any proceeding in either law or equity against the person or persons violating or attempting to violate such CC & R's. In the event of such suit or proceedings, the plaintiff shall be entitled to judgment for such damages as he or she may have incurred by reason of breach of said CC&Rs; and besides rendering Judgment for damages, costs and attorney fees (Including fees on appeal, if any). The Executive Board shall order a discontinuance of said violation. However, the lien of any mortgage shall not be impaired by reason of such violation.
- 5.3. EXPIRATION OF CC&R's: The foregoing covenants and restrictions shall run with the land and shall be binding and for the benefit of all parties and persons owning lots in development, or claiming under them, until July 1, 2003 at which time they shall be automatically extended for successive periods of ten (10) years; provided, however, that these covenants and restrictions may be modified, amended or rescinded at any time if an instrument agreeing to change the covenants in whole or in part has been signed by the home owners of two thirds (2/3) majority of the lots.
- 5.4. WAIVER OF CC&RS: The Executive Board shall be the final judge for approval of any buildings, additions, fences, or planting that may be built or erected on or to any lots on the properties. The Executive Board reserves, the exclusive right in its sole discretion to waive, in whole or in part, any provisions, covenants, conditions, restrictions,
- 5.5. CONFLICT: In case of a conflict between these CC&R's and any zoning ordinance of any governmental body, the more restrictive shall prevail.
- 5.6. CONTRIBUTION TO WORKING CAPITAL: At closing, each purchaser must contribute to the Association a sum in the amount of \$1,000, as a one-time contribution to the working capital of the Association. The working capital contribution will be allocated to the general operating reserve. The working capital contribution is in addition to regular assessments and may not be used as a prepayment of assessments by any owner.

CERTIFICATION

In WITNESS WHEREOF, the undersigned President and Secretary of Westview Estates Homeowners Association, an Oregon nonprofit corporation, hereby certify that the attached Amended and Restated Declaration has been approved and adopted in accordance with the Declaration and applicable law, and further certify that this Amended and Restated Declaration contains no change other than those duly adopted by the Westview Estates Homeowners Association, this 16<sup>th</sup> day of October 2022.

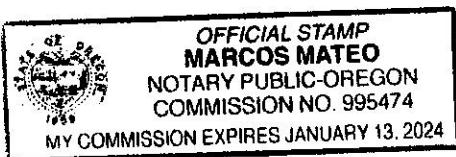
WESTVIEW ESTATES HOMEOWNERS  
ASSOCIATION, INC.

By: Michael Crop  
President

By: Maureen Pointer  
Secretary

STATE OF OREGON           )  
County of Polk           ) ss

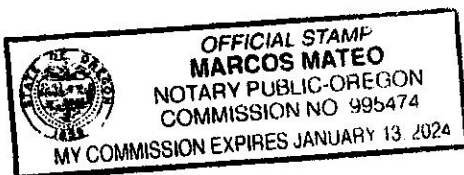
The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of  
December, 2022 by Michael Crop, President, of Westview  
Estates Homeowners Association, Inc., on its behalf.



[Signature]  
Notary Public for Oregon

My Commission Expires: January 13<sup>th</sup> 2024

The foregoing instrument was acknowledged before me on this 2<sup>nd</sup> day of  
December, 2022 by Maureen Pointer, Secretary, of Westview  
Estates Homeowners Association, Inc., on its behalf.



[Signature]  
Notary Public for Oregon

My Commission Expires: January 13<sup>th</sup> 2024

AMENDED AND RESTATED DECLARATION

File: Governing Documents, 2022 CC&R's approved