

## ARTICLE I

### PROPERTY SUBJECT TO DECLARATION

1. Original Property: The property which is subjected to this Declaration and which shall be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject hereto is located in the County of Marion, State of Oregon, and is more particularly described as all lots within Wren Heights Salem, Oregon.

## ARTICLE II

### OCCUPANCY AND USE OF LOTS

Each lot within the development, and all improvements situated on each such lot, shall be held, used, occupied, improved, maintained, repaired, sold, leased, rented and otherwise transferred in accordance with and subject to the following provisions:

1. Dwelling Units: No mobile home or manufactured home shall be brought upon any lot within the development and used as temporary or permanent residence thereon. No dwelling unit shall be built, constructed, erected or placed on any lot in the development unless:

a) The dwelling unit contain at least 1,800' square feet in a single story home and 2,000 square feet in a two story home, of covered heated living space, exclusive of garage. With prior approval, the dwelling unit may contain less than 1,800' square feet in a single story home and less than 2,000' feet in a two story home if a covered disconnected area (e.g., pergola, casita, or other covered structure) built with a separate building permit is placed on the property. The amount of square footage reduced in the dwelling unit must be doubled in the additional onsite non-heated disconnected area. Overhangs, soffits, or awnings of less than three feet around the dwelling unit are not considered in determining the square footage of the dwelling unit.

b) The dwelling unit is a single family residence, as defined in the applicable provisions of the City of Salem Zoning Code. Duplexes are not permitted. (This prohibition of duplexes may change with the final structure of House Bill 2001 and the allowance of "auxiliary dwelling unit" residences. "HB 2001 Requires cities with population greater than 10,000 or within Metro to allow duplexes in lands zoned for single-family dwellings within urban growth boundary").

c) The location, plans and any specifications required by the Architectural Control Committee for the dwelling unit and for all landscaping and other improvements built, constructed, erected or placed on the lot in connection with the dwelling unit shall have been submitted to, and approved by the Architectural Control Committee prior to submission of plans for building permits.

d) The roof of the dwelling unit shall be composed of wood shake, wood shingles, tile, architectural comp. shingle or any other material specifically approved for use on said dwellings by the Architectural Control Committee. A minimum thickness of architectural comp shall be determined by the Architectural Control Committee

e) The exterior sides of the dwelling unit shall be covered with any of the following: brick, stone, wood siding, or any other material specifically approved for use on said dwelling by the Architectural Control Committee.

f) No awnings, patio covers, decorations, antennae, aerials, radio or television broadcasting or receiving devices, other than side panels, shall be connected to or attached to any dwelling unit without the prior review and approval of the Architectural Control Committee.

g) No paint or finish other than natural color shall be applied to all or any part of the exterior surface of any dwelling unit without the prior review and approval of the Architectural Control Committee.

h) No Fence shall be installed on any lot other than a "Live Fence" consisting of wire or trellis designed to support espaliered and/or plantings without the prior review and approval of the Architectural Control Committee. All fence design types, sizes, locations, materials & colors must be approved by the Architectural Control Committee

i) All exterior wires for television, radio, telephone and electrical service shall be installed underground.

j) All dwelling construction must be performed by a licensed General Contractor, holding a valid Oregon Construction Contractors Board Registration. Any General Contractor performing work within the development shall have been approved in writing by the Architectural Control Committee.

k) No sign, flag, or other communicative apparatus shall be installed, displayed, exposed, connected to, or attached to any dwelling, except as expressly authorized by state or federal law. Signage pertaining to support for a political candidate for office is permissible only within forty-five (45) days before the candidate's election date.

2. Accessory Building and Structures: No temporary structure of any kind shall be constructed upon or moved upon any lot except a small structure for use by a builder as his construction shack during the period of construction of the residence upon the lot. Any accessory buildings and location must be approved by the Architectural Control Committee.

3. Vehicle and Boat Parking and Storage: No Commercial use trucks or vans (except vehicles of 1 ton weight or less deemed to be passenger type.), or trailers, boats, campers or similar vehicles or equipment, shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours), and then solely for the purpose of loading or unloading or for a service call; provided, 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.

a) Trucks, except vehicles of 1 ton weight cargo rating or less deemed to be for personal passenger use, and all buses, trailers, travel trailers, motor homes, campers, boats, and recreation vehicles which are brought upon any lot in the development shall either be parked or stored in a garage or shall be parked or stored in a location behind the front plane of the garage & where the same shall be screened by a sight obscuring wall or evergreen hedge. A sight visibility exception shall be granted for any portion of the vehicle visible above a sight obscuring ornamental access gate, a minimum of 6' tall and a maximum of 10' wide, and the vehicle height must not exceed 10'.

4. Maintenance and Repair of Improvements: All buildings and other structures and improvements constructed, placed or erected on a lot shall be properly maintained and kept in good condition and repair, so as to enhance and preserve the aesthetic attractiveness of the development.

5. Landscaping and Un-Landscaped Areas: Landscape Plans must be submitted to the Architectural Control Committee for approval. Lot owners must receive approval of the landscape plans prior to construction of the landscape. Except during the period of construction of any improvements thereon, all portions of each lot within the development shall be kept entirely free of accumulations of trash and rubbish. All yards shall be kept in a neat and clean condition at all times.

a) All landscape strips located between city sidewalks & street curbs shall be lawn. All lot owners are required to plant & maintain street trees in locations described by the Architectural Control Committee. Additionally, all trees located along the street shall be the same species on any given street. The species types & locations shall be determined by the Architectural Control Committee, and must at a minimum comply with the City of Salem's street tree requirements and the height limitations described below

b) All landscaping must include underground irrigation for lawn areas.

c) Lot owner(s) are required to maintain the existence of subdivision sign as constructed by the developers.

6. Retaining Walls: Non Natural Stone or/and Concrete Block: The use of non natural stone or “cultured rock” for the purposes of structural soil retention in engineered or other form for retaining walls or embankment is forbidden. This does not include the use for curbing or garden planters. In all cases height is to be no more than 24” inches.

7. General Restrictions: No use or any lot or lots will be allowed that in any manner infringes on the rights of any abutting lot owner or lot owners. No offensive or noxious activity, nor shall anything be done thereon which might be or become a nuisance or annoyance to adjacent lot owners, or which might detract from the value of the lots as a residential development.

8. Completion of Construction and Landscaping: Work on all buildings and other structures which are built, constructed, erected or placed on a lot shall in each case be completed (including painting, staining and other exterior finish work) within one year after the commencement of such work. No dwelling shall be occupied for residential purposes on a temporary or permanent basis until all construction work thereon has been substantially completed. All landscaping shown on the plans and specifications approved by the Architectural Control Committee shall be completed within six (6) months following completion of the building adjacent to the landscaping.

9. Livestock and Other Animals: No livestock shall be kept temporarily or permanently upon any lot within the development. No other animals except for dogs, cats, and other household pets, except city ordinance for chickens as approved by the city of Salem may be kept on any lot within the development. Dogs, cats, and other household pets may not be kept or raised for commercial purposes and may not be permitted to stray onto other lots, or to cause disturbances, damage or discomfort to others. Dogs must be kept inside buildings or on leashes at all times.

10. Residential Use: No commercial activities of any kind shall be carried on in any living unit or on any other portion of the property, except activities reasonably related to the sale or rental of lots or living units. However, nothing herein contained shall be construed to prevent or prohibit an owner from maintaining the owner’s professional personal liberty, keeping personal business or professional records or accounts, handling business or professional associates in a living unit or otherwise on the property.

11. Landscape height restrictions: Planting of new trees, shrubs or hedges, that would exceed the height of the ridge line of the roof of the house is prohibited unless it is approved by the architectural control committee. All plantings which grow higher than the ridge line of the roof of the house on any such lot must be pruned, topped, or otherwise limited to grow no higher than the ridge line of the roof of the house. This covenant is in effect except for those existing before the initial permit for construction of the residence is granted.

### ARTICLE III

#### SUBMISSION AND APPROVAL OF PLANS FOR IMPROVEMENTS.

Improvements built, constructed, erected or placed on the lot in connection with the dwelling unit shall have been submitted to, and approved by the Architectural Control Committee prior to submission of plans for building permits.

1. No structure shall be erected, placed or altered on these lots, nor shall any excavation, grading or landscaping be commenced or completed thereon prior to written approval by Declarant or Declarant's authorized representative or by Declarant's successor-in-interest, of the site, construction and landscaping plans and specifications, including, but not limited to, the following:
  - A. Such details *as* are required by the City of Salem for building permit issuance, if applicable.
  - B. The location, size and type of any existing trees over 8 inches in diameter at 4' above ground level that are proposed to be removed. Owner or owner’s agent must consult with the tree preservation plan for Wren Heights prior to removal of any trees.
  - C. A description of exterior materials, finish, color and grades of material where applicable.

Fences shall be of a living variety. Exterior painting, repainting, remodeling or additions shall require submission and approval of plans.

2. The Declarant, Declarant's authorized representatives or successor-in-interest may grant or withhold approval based on any criteria it reasonably deems is necessary to preserve the quality and character of the subdivision.
3. Plans, drawings and specifications which have been neither approved nor rejected within 30 days from the date of submission thereof to Declarant, its authorized representative or successor-in-interest, shall be deemed approved. One set of plans as approved may be retained by Declarant.
4. All structures and improvements, (Including but not limited to dwellings, out buildings and Landscaping), constructed, erected or placed on the lot in connection with the dwelling unit shall have been submitted to, and approved by the Architectural Control Committee prior to submission of plans for building permits.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

1. Establishment of Committee: The Declarant or Declarant's authorized representative or the Declarant's successor-in-interest, shall establish an Architectural Control Committee, (hereinafter called "the committee"), which shall be composed of two or three persons who are then owners of one or more lots or interests therein. Provided, however, that until all the lots are sold by the Declarants, and the houses on said lots are constructed, one or more of the Declarants will serve on the committee. Until January 1, 2025 each of the Declarants who serve on the committee shall have three votes on each matter which comes before the committee, and each other member shall have one vote. Members of the committee shall serve at the pleasure of the Declarant's, and if at any time the Declarant's fail to appoint members to the committee, the Declarant's shall themselves serve as the committee. No rule or regulation shall be adopted and no finding, determination, ruling, order, consent, authorization or approval shall be promulgated by the committee except by the majority vote of the entire number of votes entitled to be cast by the members of the committee. In no event shall the powers and duties herein granted to the committee in any way alter or affect the ultimate control or authority of the Declarant's.

##### **Proposed Change to "Establishment of Committee" Section for discussion:**

The Declarant or Declarant's authorized representative or the Declarant's successor-in-interest, shall establish an Architectural Control Committee, (hereinafter called "the committee"). Membership shall be initially composed of two or three persons who are then owners of one or more lots or interests therein. Declarant shall serve on the committee until all of the lots are sold and conveyed by the Declarant, and the houses on said lots are constructed. Upon sale of all lots, membership in the committee shall increase to five persons. In the event of the resignation or inability of the Declarant to serve the committee, a successor shall be appointed by Declarant and/or remaining committee members. Members of the committee shall serve at the pleasure of the Declarant. If Declarant is not serving on the committee, members may be removed for cause by a majority vote of remaining members.

Until January 1, 2025, the Declarant shall have three votes on each matter which comes before the committee, and each other member shall have one vote. After January 1, 2025, the Declarant shall have one vote on each matter which comes before the Committee. No rule or regulation, nor finding, determination, ruling, order, consent, authorization, or approval, shall be promulgated by the committee except by the majority vote of the entire number of votes entitled to be cast by the members of the committee. In no event shall the powers and duties herein granted to the committee in any way alter or affect the ultimate authority otherwise granted to the Declarant.

## ARTICLE V

### GENERAL PROVISIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

- A. At any time subsequent to the execution of this Declaration, the Declarant may by written instrument transfer and assign Declarant's rights, powers, liability and authority as Declarant to any other person or legal entity whom it may designate; and such person or entity shall thereupon succeed to all rights, powers, authority and liability of Declarant under this Declaration. No such transfer or assignment of Declarant's rights, powers, authority or liability shall be inferred from Declarant's conveyance of a lot or lots within the subdivision.
- B. All of the above Covenants, Conditions and Restrictions shall run with said real property and shall be binding upon and inure to the benefit of (i) any successor-in-interest or assignee of the Declarant, and (ii) upon the original purchaser from the Declarant of each residential lot in Wren Heights, and (iii) upon each successor-in-interest of such original purchaser, for a period of 25 years from the date these covenants are recorded, unless an instrument signed by the owners of record of a majority of the residential lots in Wren Heights subdivision has been recorded, agreeing to change such covenants in whole or in part. Thereafter, these Covenants, Conditions and Restrictions shall be automatically extended for successive 10-year periods, subject to the continuing power of the owners of a majority of the residential lots to change the covenants as set forth above. Notwithstanding anything to the contrary herein contained, these Covenants, Conditions and Restrictions shall not be amended or terminated without the consent of Declarant or its successor-in-interest as developer prior to January 1, 2025.
- C. Declarant or any lot owner may seek enforcement of the 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, Condition or Restriction stated herein. Proceedings may be brought to restrain violation, to recover damages, to compel specific performance (including, but not limited to, the removal or modification of any improvements constructed or placed on a residential lot without the approval required hereunder or otherwise in violation of the declaration) or any combination of such remedies. The party prevailing in such proceedings shall be entitled to recover from the party not prevailing all costs and expenses, including reasonable attorney's fees, incurred by the prevailing party, at trial and upon any appeal. Failure to obtain the necessary approval from Declarant, its authorized representative or successor of the site, construction and landscaping plans and specifications shall constitute a violation of these Covenants, Conditions and Restrictions, and will entitle Declarant or its successor to require the owner to modify or remove an improvement at the expense of the owner.
- D. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarants have hereunto set their hands  
the day and year first hereinabove written.

\_\_\_\_\_  
The Thomas Kay Co.  
By: Thomas Kay

STATE OF OREGON            )  
  ) ss.  
County of Marion            )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by

Seller, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: