

**After Recording Return to:**  
The Law Office of Wesley A. Hill  
PO Box 6019  
Salem, OR 97304

**Tax Statements:**  
No changes

RECORDED IN POLK COUNTY Kimberly Williams, County Clerk	<b>2024-008883</b> 11/22/2024 10:11:02 AM
REC-C&R      Cnt=1 Str=5 O. DUTY \$50.00 \$11.00 \$10.00 \$60.00 \$5.00	<b>\$136.00</b>

## Declaration of Covenants, Conditions and Restrictions for FIRAS ESTATES, Polk County, Oregon.

This Declaration is made and entered into this 21 day of November, 2024, by Yacoub Firas and Mark Wildfang, hereinafter called "Declarant".

Witnesseth:

Declarant is the owner of the real property located in Township 7 South, Range 4 West of the Willamette Meridian in Polk County, Oregon as their interests show, and which is legally described in the six Property Line Adjustment Deeds recorded on November 1, 2024, at Document No. 2024-008310, 2024-008311, 2024-008313, 2024-008314, 2024-008318 and 2024-008319, in the Polk County Deed Records, which real property is hereinafter referred to as the "Property" or the "Project". Declarant received approval from Polk County, Oregon to adjust 6 lot lines between 7 parcels. The approval for the adjustment of lot lines was given in Polk County Lot Line Adjustment Cases LLA 24-15, LLA 24-16, LLA 24-17, LLA 24-18, LLA 24-19, and LLA 24-20. This Declaration affects adjusted Tracts 1 through 7 which are depicted in their final form in the Survey performed by Azimuth Surveying and filed with the Polk County Surveyor as County Survey number CS16890, which is incorporated herein by this reference as if attached hereto. This Declaration also affects Tracts 8 and 9 which are identified and legally described at **Exhibit A** attached hereto and incorporated herein by this reference.

To ensure that the Property and each of the Tracts therein, and or parcels (hereinafter "Tracts" and/or "Parcels") to be further divided by partition are developed and maintained in accordance with standards which will enhance the values of the Tracts or Parcels and the improvements made thereon, and for each succeeding owner of all or any portion of the Project, or any Tract or Parcel within the Project, Declarant hereby makes this Declaration of Covenants, Conditions, and Restrictions which shall be effective for and after the date of execution hereof. Each provision of the Declaration shall be binding upon and shall inure to the benefit of the Declarant and each successor in interest of the Declarant as to the Property, and each Tract or Parcel therein. No conveyance shall be made of the Property or any part thereof, or any Tract or Parcel therein, except subject to all of the Covenants, Conditions, and Restrictions set forth herein, all of which shall be deemed to run with the land.

Each of the Adjusted Tracts will be portioned further into individual 5-acre parcels. Any reference to Parcel is made in order to refer to those future parcels created on each Adjusted Tract or Tracts 8 or 9. Adjusted Tract 4 will not be divided further.

NOW, THEREFORE, Declarant hereby adopts the following Covenants, Conditions, and Restrictions:

- 1) ZONING: Regardless of zoning, only one conventional single-family dwelling may be constructed on each Parcel. The only structures that shall be erected, altered, placed, or permitted to remain on any residential building Parcel shall be one (1) detached single family dwelling, with a private garage, and other outbuildings incidental to residential use.
- 2) SIZE AND PLACEMENT OF DWELLINGS: Only single-story or two-story dwellings with or without a daylight basement will be allowed on each Parcel. Each single-family dwelling that is constructed within the Project shall have a finished interior area of not less than 3,000 square feet, not including porches, garages, overhangs and eaves, and shall be a single-story or two story dwelling, with the option of a daylight basement. All homes shall have a minimum of a two (2) car garage, with said garage to be a minimum of seven hundred (700) square feet of enclosed area. Building setbacks as required by the building codes of the governing jurisdiction shall be observed. Minimum side yard setback shall be as required by the local jurisdiction's requirement at the time building permits are obtained. No dwelling shall be constructed, erected, or placed upon any Parcel or Tract without prior review and approval by the Architectural Control Committee (ACC). ACC will have discretion for approving all building sites and plans, including, but not limited to, structure height, in consideration of the effect such sites, heights and plans would have on views for adjacent Parcels or Tracts. All dwellings constructed shall be in a good and workmanlike manner, and in compliance with all applicable laws and building codes. All dwellings shall comply with all applicable governmental codes, including, but not limited to, any environmental codes required by local, state or federal authorities. Owners may not opt out of any such governmental or environmental code requirements.
- 3) MANUFACTURED HOUSING: No manufactured housing, including, without limitation, any mobile home, or modular home, shall be erected or placed upon any Parcel or Tract within the Project.
- 4) ROOFING: For any structure, the minimum quality of roofing shall be no less than 30-year roofing shingle, designed for use in moderate wind and color to be approved by the ACC. Metal roofing may be used as the primary roofing material, and the color must be approved by the ACC. Roofing tiles may not be used, and the pitch may be no larger than 8/12. Any dwellings constructed on Adjusted Tract 1 or any Parcel created on Adjusted Tract 1 shall not be subject to the roof pitch requirement of this section.
- 5) EXTERIOR WALLS: All exterior walls shall be of natural wood, brick, masonite siding, manmade horizontal lap, board and batten siding, or stone. T1-11 is not permitted. All buildings shall be constructed of new materials on the exterior before occupancy. All exterior building surfaces must be maintained in good order, free from peeling paint, and appropriately

sealed with caulking. Construction and maintenance of buildings and structures are subject to ACC oversight and approval.

6) PERMITTED STRUCTURES:

- a) No building shall be constructed, erected or placed upon any Parcel or Tract except for one single family dwelling and such garage, and other detached outbuildings as are permitted within the zoning classification applicable to the property within the Project and this Agreement. All structures, including outbuildings, will require ACC review and approval prior to erection. All outbuildings must be constructed similarly and of the same materials as the dwelling. Any similarly allowed enclosures for maintaining personal animals shall also require ACC approval and be constructed to similarly match the dwelling and outbuildings.
- b) Except for temporary construction shacks placed on Parcels or Tracts during construction of permanent improvements, no temporary building shall be constructed, erected or placed upon any Parcel or Tract within the Project.

7) COMPLETION OF STRUCTURES: Each dwelling which is constructed, erected or placed upon a Parcel or Tract within the Project shall be completed and awarded a certificate of occupancy within one (1) year after the commencement of construction, erection or placement. If additional time is needed to complete the dwelling, the ACC may extend this deadline, applying its reasonable discretion.

8) LANDSCAPING AND HARDSCAPING: All front and side yards of each Parcel shall be completely landscaped within six (6) months of the date of initial occupancy of the dwelling on that Parcel. Each Parcel or Tract can be landscaped to the owner(s)' preference, but must be kept in a neat, orderly fashion. No trees, shrubs, hedges, or vegetation shall be installed, allowed to remain, maintained or mature to a height that would impact any adjoining owner's view. All landscaping must be installed and maintained in a clean and attractive manner, which includes mowing, weed abatement, edging, and irrigation on a regular consistent schedule. No yard waste or debris shall be allowed to remain on any Parcel Tract, unless screened from the view of any other Parcel, Tract, or roadway. Tarps or other similar materials will not be considered as appropriately screening yard waste or debris from view. All landscape and hardscape plans must be approved by the ACC. All driveways must be paved with asphalt and/or concrete.

9) FENCING: Only black chain link or black wrought iron fencing will be allowed on any Parcel or Tract. Further, black chain link fencing shall only be allowed on the sides and rear (rear is opposite of street, roadway or curb side of each property) of each Parcel. Any fencing along the front (street/roadway side) of any Parcel must be of black wrought iron construction, if any fencing is used. No fencing shall be required on any Parcel or Tract.

10) PAVING AND ACCESS GATES: The main access easement described as a 60.00' Private Utility and Egress and Ingress Easement on the Survey for this project (CS16890) shall be paved prior to the completion of the development of all Parcels. Solar powered metal gates

shall be installed at the entrance and exit of the main access easement. Maintenance Agreements shall be recorded requiring all owners of any Tract or Parcel to be responsible for their share of general maintenance, upkeep, repair and replacement of the roadway, and cost of maintenance and replacement of the gates and gate control equipment, if necessary, pursuant to the terms of that recorded Easement and Maintenance Agreement. In the event an owner fails to pay their share of expenses and costs for maintenance, upkeep repair or replacement, the other owners may pay for the repair, upkeep or fees and the paying parties shall place a lien on the offending party's real property. Such lien shall incur interest at the rate of twelve (12%) per annum from the date the payment is made, until the paying parties have been repaid in full.

- 11) ARCHITECTURAL CONTROL COMMITTEE: No building or structure shall be erected, placed, or altered on any Parcel or Tract until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (ACC) as to quality, workmanship, materials, harmony of external design with existing structures, including, but not limited to, roof and paint colors, and as to location with respect to topography and finish grade elevation. Additional standards to be applied, include, but are not limited to, ensuring that each home is custom built, complies with the minimum square footage requirements, and are to be constructed with a quality and aesthetically pleasing design. The overall design of this development will not be compatible with structures that are simply utilitarian in nature or of an unimaginative "box" design. Building site and building plans and building height requirements for each Parcel will also be determined in accordance with the affect such construction would have on the views from other Parcels or Tracts in the discretion of the ACC. The Declarant shall comprise the initial ACC. The Declarant, in its sole discretion, may appoint a representative or designee to act for the ACC. All correspondence should be addressed to Yacoub Firas at 550 50<sup>th</sup> Ave. NW, Salem, OR 97304. At or before such time as the Declarant sells its last remaining Parcel or Tract in the Project, the remaining Parcel and/or Tract owners shall elect by a majority vote, three (3) Parcel or Tract owners to the ACC. Prior to selling the last Parcel or Tract in the Project, Declarant shall have sole discretion to determine whether other owners shall be admitted to the ACC. However, once elected, those new committee members shall have full authority to act or make any decision on behalf of the ACC by majority vote. In the event of death, removal or resignation of a committee member, the remaining members shall have authority to designate a successor. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for service performed according to this covenant. Approval of building or design plans by the ACC does not comprise a warranty or guarantee that the design or plan approved can be built or that it can or will be approved by the jurisdiction with authority over building plans and specifications.
- 12) NON-OPERATIONAL VEHICLES: Inoperable vehicles, automobiles, recreational vehicles or the like shall be stored or parked only inside buildings or within outside storage areas that are completely screened from view from the other Parcels or Tracts and from the roadways within the Project.
- 13) RECREATIONAL VEHICLES: No commercial vehicles, such as dump trucks, delivery trucks, etc. shall be stored upon any Parcel or Tract. Camping vehicles, motor homes, trailers,

boats, golf carts, motorcycles, or similar recreational vehicles shall not be parked on any Parcel or Tract for more than 7 consecutive days. Only 3 or fewer personal vehicles of any type shall be parked outside at any one time, or on the street or roadway adjacent to any Parcel or Tract at any one time; provided, however, that any vehicle may be kept within a Parcel or Tract owner's enclosed garage, or on an enclosed concrete pad beside said garage, so the vehicle is screened from other Parcel or Tract owner's view.

- 14) NO NUISANCES PERMITTED: No noxious or offensive trade or activity shall be carried on upon any Parcel or Tract, nor shall anything be done thereon which may be, or become an annoyance or nuisance in the neighborhood. No Parcel or Tract shall be used or maintained for the dumping of garbage or trash. All trash, garbage and other waste materials shall be kept in containers in a screened area, using fencing or shrubbery. All Parcels and Tracts shall be maintained in good condition, appearance, and maintenance. The requirements contained within this paragraph must be observed at all times, including during construction, at which time Parcel or Tract owners and their agents are responsible for adequately managing construction sites, including, but not limited to removal of construction debris.
- 15) NO COMMERCIAL ACTIVITY: No commercial activities of any type shall be allowed upon or in any Parcel or Tract. Notwithstanding the foregoing, this covenant shall not prohibit professionals from retaining their professional records at home or working from home, provided said professional work does not include bringing customers or public invitees on any Parcel or Tract in conjunction with their professional work.
- 16) ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel or Tract for commercial purposes. Tract or Parcel owners may keep up to four (4) horses or head of cattle (in any combination) as long as proper facilities and enclosures are also constructed for their care and cover in a style and with materials similar to the dwelling. Chickens or ducks in any reasonable amount may be maintained only for personal use and only if a proper enclosure(s) is maintained to house them and said enclosure is constructed similarly to the dwelling. Dogs, cats, or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No Parcel or Tract owner shall allow any animal to run at large or become an annoyance or nuisance to the neighborhood. No mink, peacocks, or swine shall be permitted on any Parcel or Tract.
- 17) EXCEPTIONS APPLIED TO ADJUSTED TRACT 5: The owner(s) of Adjusted Tract 5 or any Parcel created on Adjusted Tract 5 are subject to the requirements of these CC&RS for contributions towards maintenance of Easements, gates and other associated gate equipment, but are exempted from any other Restrictions contained within this Agreement.
- 18) EXCEPTIONS APPLIED TO ADJUSTED TRACT 1: The owner(s) of Adjusted Tract 1 or any parcel created on Adjusted Tract 1 are subject to the requirements of these CC&Rs for contributions towards maintenance of Easements, gates and other associated gate equipment. The owner(s) of Adjusted Tract 1 or any parcel created on Adjusted Tract 1 are also subject to the requirements of paragraphs 8, 12, 13 and 15 above, but are exempt from any other restrictions contained within this Agreement. However, if Declarant Wildfang sells any parcel

created on Adjusted Tract 1, all parcels created on Adjusted Tract 1 will become subject to the entirety of the requirements of this Agreement.

- 19) EASEMENTS FOR UTILITIES, ACCESS, INGRESS, AND EGRESS: The Declarant has proposed a number of non-exclusive easements as are depicted on the Survey Map referenced above. As recited on the Survey Map, which is an original Survey, the Map is incorporated into this Declaration, as if appearing there of Record. Similarly, the Map is incorporated into this instrument for purposes of identifying the general plan of development intended by the Declarant. It is therefore intended that these proposed easements will be actually conveyed as each Tract or Parcel is sold by the Declarant in the configuration proposed and as depicted in said Survey Map. All Tract and Parcel owners agree to cooperate with the Declarant in carrying out the proper and efficient conveyance and observance of those easements depicted. Each Parcel or Tract owner acknowledges an affirmative duty and obligation to cooperate with the Declarant to Grant the identified Easements if it has not already been adequately conveyed at the time the Declarant or any successor, or assign of the Declarant conveys each Parcel to the owner of that Parcel or Tract. Notwithstanding the foregoing, the 40' Easement that runs northerly and southerly along the eastern boundary of Adjusted Tract 5 and Tracts 8 are intended to be utility easements only and not for ingress and egress as stated on the referenced Survey Map. When that Easement is conveyed, this change will be clearly stated on the later recorded document.
- 20) COOPERATION AND NON-REMONSTRANCE: All subsequent Parcel or Tract owners agree to cooperate with Declarant with respect to easements as indicated in paragraph 18 above. For the purposes of this Agreement, "cooperate" shall include, but not be limited to the execution of any documents and/or agreements necessary for completion of Declarant's portion of the Project. As such, all subsequent owners of any Parcel or Tract waive any and all right to remonstrate against Declarant's further development of the Project. Such waiver shall prohibit subsequent owners from opposing Declarant's further development, whether by written or oral communication, the protest to any governmental agencies or non-governmental organizations, or by attendance of any hearing in opposition of the Declarant's future development of any Parcel or Tract.
- 21) RESTRICTIONS ON ANTENNA OR OTHER BROADCAST SIGNAL RECEPTION EQUIPMENT: No Parcel or Tract shall be allowed to maintain any antenna or devise that exceeds the minimum restrictions imposed by Section 207 of the Telecommunications Act of 1996 or the Federal Communications Commission (FCC) Over-the-Air-Reception Devices (OTARD) rule, including that rule promulgated at 47 CFR 1.4000. All other Antenna or similar apparatus, including installation of Cellular Communication Towers shall be prohibited. Generally, any antenna or dish that exceeds 1 meter in diameter, or diagonal measurement, or lineal measurement, as may apply, is prohibited from being affixed to any building, structure, or improvement, or to be visible from any other Parcel or Tract.
- 22) DECLARANT ADDITIONAL RIGHTS: Declarant expressly reserves the right to adjust any property lines between properties owned by the Declarant, by applying to the appropriate planning authority and completing the prescribed process for such an adjustment. Declarant

also reserves the right to partition Tracts further as Declarant determines in Declarant's sole discretion.

23) NO WAIVER OR VOIDING: The failure by the Declarant or other person to enforce any measure or provision herein shall not constitute a waiver of the right of the Declarant or other person to enforce such measure or provision thereafter. If any provision is found to be unconstitutional, illegal or unenforceable, all other provisions of this Declaration shall remain in force.

24) ENFORCEMENT: If any person violates or attempts to violate any of the provisions of the Declaration, the Declarant or the owner or owners of any Parcel or Tract within the Project may seek to recover damages for the breach hereof, or may seek to enforce the specific performance of the Covenants, Conditions and Restrictions contained herein. However, such enforcement actions, except as specifically and otherwise allowed herein, shall not allow for recovery of attorney fees for any party.

25) TERM OF DECLARATION:

- a) Except as provided for below, this Declaration shall remain in force indefinitely unless the persons who are then the owners of the majority of the Parcels and Tracts within the Project vote to modify or terminate the Declaration.
- b) For so long as the Declarant or its successor owns any Parcel or Tract within the Project, the Declaration may only be modified or terminated by the affirmative vote of: 1) the Declarant or its successor as Declarant; and 2) those persons who together own Fifty (50%) percent of the Parcels and Tracts within the Project that are not then owned by the Declarant. Each Parcel or Tract is entitled to one (1) vote, regardless of how many individuals or entities have an ownership interest in the Parcel or Tract, to determine if a sufficient number of votes have been cast to modify or terminate the Covenants, Conditions, and Restrictions contained herein.
- c) From the date on which the Declarant or its successor as Declarant has conveyed all Parcels and Tracts within the Project, this Declaration may be modified or terminated by the affirmative vote of those persons who together own at least seventy-five (75%) percent of the Parcels and Tracts in the Project.
- d) These covenants run with the land and shall be binding on and inure to all parties, future owners, and all persons claiming under them in perpetuity unless revoked or modified pursuant to paragraph 24 a-c above.
- e) Invalidation of any of these covenants by judgment or court order shall not affect any of the other covenants or provisions, which shall remain in full force and effect.

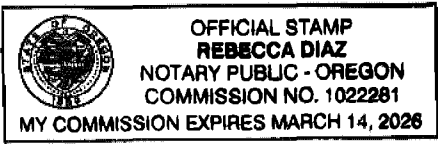
In WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name on the day and year first hereinabove written.

[Signature]  
Yacoub Firas

[Signature]  
Mark Wildfang

STATE OF Oregon  
County of Marion

On this 21 day of November, 2024, personally appeared before me the above-named Yacoub Firas and acknowledged the foregoing instrument to be his voluntary act and deed.

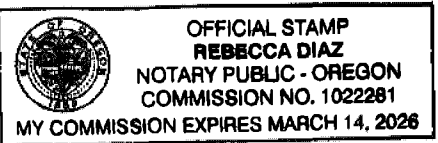


[Signature]  
Notary Public for Oregon  
My Commission Expires: 3-14-26

STATE OF Oregon  
County of Marion

ss.

On this 21 day of November, 2024, personally appeared before me the above-named Mark Wildfang and acknowledged the foregoing instrument to be his voluntary act and deed.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 3-14-26



EXHIBIT A

Legal Description of Tracts 8 & 9



**AZIMUTH SURVEYING**

2015 Market Street NE Salem, Oregon 97301

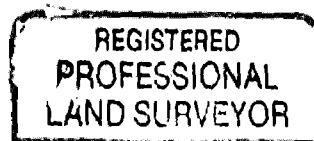
Phone (503) 364-0026

November 6, 2024

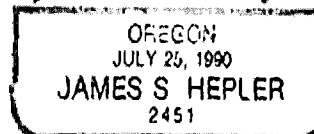
**Legal Description for Yacoub Firas and Mark Wildfang**

**Tract 8**

That portion of Parcel 1 of that land described in Book of Records 95, Page 755 of Polk County Clerk's Records, lying northerly of that tract of land conveyed to Polk County by deed recorded in Book 189, Page 418.



*James S. Hepler*



*Expires: 6-30-25*



# AZIMUTH SURVEYING

2015 Market Street NE Salem, Oregon 97301

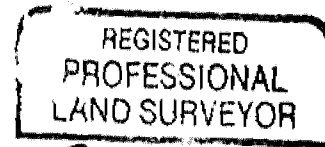
Phone (503) 364-0026

November 6, 2024

## Legal Description for Yacoub Firas and Mark Wildfang

### Tract 9

That portion of Parcel 1 of that land described in Book of Records 95, Page 755 of Polk County Clerk's Records, lying southerly of that tract of land conveyed to Polk County by deed recorded in Book 189, Page 418.



*James S. Hepler*



*Expires: 6-30-25*