

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 17-04-11-07

IN THE MATTER OF AUTHORIZING THE  
BOARD CHAIR TO SIGN A  
DECLARATION OF COVENANTS,  
CONDITONS AND RESTRICTIONS  
DOCUMENT FOR COUNTY OWNED  
PROPERTY IDENTIFIED AS MAP NO. 17-  
03-33-11-01300

**WHEREAS** Lane County, pursuant to tax foreclosure, owns property identified as Assessor's map no. 17-03-33-11-01300; and

**WHEREAS** the property is located within the Dove Estates subdivision; and

**WHEREAS** the developer of the subdivision has requested that Lane County execute a document implementing Covenants, Conditions and Restrictions to govern development within the subdivision; and

**WHEREAS** the Board has determined it would be in the County's best interest to sign such a document.

**NOW, THEREFORE**, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The Board Chair is authorized to execute a document implementing Covenants, Conditions and Restrictions substantially similar to attached Exhibit "A" on County owned property identified as Lot 3, Dove Estates, as platted and recorded in Reception No. 2008-016284.
2. The County's agreement to execute such a document is subject to all other property owners in the subdivision also signing the document.

ADOPTED this 11th day of April, 2017



Pat Farr, Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date: 4/31/17

LANE COUNTY OFFICE OF LEGAL COUNSEL

**DOVE ESTATES DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration is made on the date hereinafter set forth by the following:

Benito L. Martinez and Lidia Contreras, who are the owners of Lot 1 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

DWB Investments Co., Inc., an Oregon Corporation, who is the owner of Lot 2 and Lot 11 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Lane County, a political subdivision of the State of Oregon, who is the owner of Lot 3 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Donna M. Benson, who is the owner of Lot 4 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Janet Rosencrantz, Trustee, or her Successors in Trust, under the Janet Rosencrantz Living Trust dated April 4, 2012, and any Amendments thereto, who is the owner of Lot 5 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Kenneth L. Larson and Carolyn A. Larson, who are the owners of Lot 6 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Welton Tucker and Wanda K. Tucker, who are the owners of Lot 7 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Five Doves, LLC, an Oregon Limited Liability Company, who is the owner of Lot 8 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Daniel McCormick and Jill McCormick, who are the owners of Lot 9 and Lot 10 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Benson Development Company, LLC, an Oregon Limited Liability Company, who is the owner of Lot 12, Lot 13, and Lot 14 of Dove Estates, as platted and recorded in Reception No. 2008-016284, Lane County Oregon Plat Records.

Hereinafter referred to as "Declarants".

Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties. These covenants, conditions and restrictions shall run with the real property and be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of, be imposed upon and pass to the successor in interest of each and all said Lots as a servitude in favor of and enforceable by Declarant, its successors and assigns, and the owner or owners of any such Lots.

## **ARTICLE I DEFINITIONS**

Section 1. "Architectural Control Committee" shall mean and refer to a committee as established by these covenants, conditions, and restrictions.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the plat of Dove Estates, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Lot" shall mean and refer to any plot of land shown on the plat of Dove Estates.

Section 4. "Improved Lot" shall mean a Lot with completed living unit thereon.

Section 5. "Living Unit" shall mean any dwelling or portion of any dwelling or structure intended for the use of occupancy or ownership as a residence by a single family.

## **ARTICLE II ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and existing or planned plantings by the Architectural Control Committee.

The initial Architectural Control Committee for the purposes of administering and enforcing these protective covenants shall be Five Doves, LLC, an Oregon Limited Liability Company. The initial Architectural Control Committee shall serve until all Lots in Dove Estates are sold from Five Doves, LLC, an Oregon Limited Liability Company. After all of the Lots in Dove Estates are sold a majority of the Owners may choose two (2) members to serve on a three person Architectural Control Committee. These two members can choose a third member or may choose a local architect to serve as the third member of the committee. The term of membership is to be two years and persons can be re-elected to consecutive terms.

Section 2. The Architectural Control Committee is responsible for ensuring that proposed structures meet the Architectural Control provisions specified herein. The City of Springfield shall not be held liable in regards to suits or other actions regarding enforcement of these provisions, i.e. in regards to building permit approvals. In order to insure conformance with the architectural controls, each owner is required to submit final construction drawings to the Architectural Control Committee for review and approval prior to applying for a building permit. The Architectural Control Committee may choose a local architect to review the drawings. If a local architect is chosen to review the drawings a fee of \$200.00 must be paid by the Owner to the Architectural Control Committee upon submission for consideration of building plans and specifications of a residence. Within thirty (30) days from time of submission of all plans and specifications, the Architectural Control Committee must furnish to the Owner a written decision regarding

modifications, conditions, or requirements of the Committee consistent with these covenants, conditions and restrictions. Each owner is encouraged to discuss their building plans with the Architectural Control Committee prior to submitting drawings. Drawings should include a site plan showing existing and proposed contours and spot elevations at a scale not less than 1" = 20' and floor plans and exterior elevations at a scale not less than 1/4" = 1'.

1. Setbacks will be per City building code.
2. Planting of trees and shrubs shall be approved by the Architectural Control Committee so as not to adversely impact the view or solar access of neighboring properties.
3. Fencing is allowed, however plans as to location, style, height, design, color and material must be submitted to and approved by the Architectural Control Committee.
4. Minimum house size shall be equal to or exceed 1,800 square feet.
5. No non-anodized natural finish aluminum windows or screen doors will be allowed. No bright, primary colors shall be used on the exterior of the dwellings, all exterior colors shall be muted, earth tones.
6. Driveways shall be concrete.
7. Roof mounted mechanical equipment is not allowed. Metal roofs will not be allowed. Flat roofs will not be allowed.
8. Unplanted expanses of bark are limited to 25% of the unimproved Lot area. It is intended that each Lot be planted with lawn, shrubs, or evergreen ground cover beds.
9. Installation of fire sprinkler systems consistent with fire code standards are required in all residences unless a turnaround per fire department standards is provided for fire trucks.

### **ARTICLE III USE RESTRICTIONS**

1. No noxious, offensive, or illegal activities are allowed on any Lot or in any building. Such prohibited activities include, but are not limited to, excessive noise, offensive smells, the dumping or storage or waste of any sort except in proper receptacles, and any other activity that would create a health hazard to other owners.
2. The property is restricted to residential use. No commercial usage is allowed unless the business is a home business requiring no signs and no extra traffic from customers. No manufacturing or repair businesses are allowed. No outbuildings are allowed except for hobby purposes. Personal vehicle repair that takes place for more than one day must be done in the garage. No more than two vehicles shall be parked in the driveway. Any recreational vehicle shall be kept in the garage.
3. No radio or television aerial shall be attached to or hung from the exterior of the building without the approval of the Architectural Control Committee.

4. No garbage cans or hanging or drying clothes shall be visible from the property.

5. Exterior Signs. No commercial advertisements shall be displayed at any window or other part of the property, except as approved by the Architectural Control Committee.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 1. ENFORCEMENT. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall not in any event be deemed a waiver of the right to do so thereafter. Neither Declarant, nor any Owner, shall have any personal liability for acting or failure to act. This qualification shall not limit the right of any Owner to enforce these restrictions by specific performance, or to recover any damages caused by any Owner in violation of these covenants or restrictions.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. At any time this Declaration maybe amended by an instrument signed by a majority of the Owners of the properties herein before described.

Section 4. The Architectural Control Committee shall have the power to grant variances.

#### **ARTICLE V OWNERS' RIGHTS**

Section 1. OWNERS' USE AND OCCUPANCY. The Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot.