

Requested By: stephanie.smith, Printed: 2/25/2025 2:25 PM

80010145

DECLARATION OF CONDITIONS AND RESTRICTIONS

The Declarant Mel Mar Investment has filed for recording in the office of the County Clerk of the County of Washington and State of Oregon, a plat designated as Nelson Park a resubdivision of a portion of Lot 18, Cornelius Environs in the Northwest 1/4, Section 4, T1S, R3W, WM in the City of Cornelius, Washington County Oregon. Coincident therewith, Declarant does hereby adopt the following general scheme and plan for the improvement, use, and enjoyment of the land contained in Nelson Park. This general Scheme and plan is hereby impressed and fixed on all of the said land and each part and parcel thereof. All who shall derive title from the Declarant shall take title subject to such general scheme and plan, even though no reference thereto shall be made in documents of conveyance, and the passing of title to any part or parcel of said land to any successor or assign shall carry with it as an appurtenance the obligations and burdens of such general scheme and plan. Said general scheme and plan of Nelson Park consists of the following conditions, restrictions, and covenants (hereinafter sometimes referred to collectively as "covenants"):

1. LAND USE AND BUILDING TYPE: No building shall be erected, altered or placed on any lot, other than one detached dwelling not to exceed two stories in height, and a private garage or carport, and a tool or storage shed.
2. DWELLING COST: Quality and Size: The floor area of the structure erected, altered or placed on any lot shall contain a minimum of 1,000 square feet, exclusive of open porches and garages.
3. YARD REQUIREMENTS: All buildings and fencing shall be located to comply with the City of Cornelius zoning ordinances and variances granted therefrom.
4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having an area of less than 7,000 square feet.
5. UTILITY CONNECTIONS: On each of the lots in the plat, all telephone service wire connections to the main telephone system and all power connections to the main power system must be placed underground.
6. NUISANCES: No noxious 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.

Page 1 of Four Pages

1-5

March 24, 1980

HILLSBORO

Page 2

7. TEMPORARY 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.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred or maintained for any commercial purposes.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. EASEMENTS: To comply with Nelson Park recorded plat.

13. GENERAL PROVISION: (a) Term; 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 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: (b) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages, if, upon the erection of the first improvement upon any of the residential lots which are subject to these restrictions, it is disclosed by survey that a minor violation or infringement of the setback lines has occurred,

Page 2 of Four Pages

2

March 24, 1980

HILLSBORO

Page 3

Enforcement, (cont.)

such violation or infringement may be waived by the written consent and waiver of the owners of the residential lots immediately adjoining on either side of the residential lot upon which the violation or infringement occurs and such waiver shall be finding upon all other owners of residential lots which are subject to these restrictions and shall nullify the provisions of paragraph (b) herein insofar as any right of suit or action occurs by reason of such violation so waived. Nothing herein contained shall prevent the prosecution of a suit for any other violations of these restrictions. For the purpose of defining a "minor" violation herein contained, such violation shall be not more than two feet beyond the setback lines a herein set forth. This provision shall apply only to the original structure and shall not be applicable to any alterations or repairs to such structure.

SEVERABILITY: (c) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. ATTORNEYS' FEES: In the event suit or action shall be brought by any of the parties affected by these declarations for the enforcement of any of the covenants or conditions on the part of any parties to be kept or performed, the parties agree to pay to the successful party in such litigation, such sum as the court may adjudge reasonable as attorneys' fees to be allowed the successful part in such suit or action, including any appeal therefrom.

Page 3 of Four Pages

HILLSBORO

March 24, 1980

Page 4

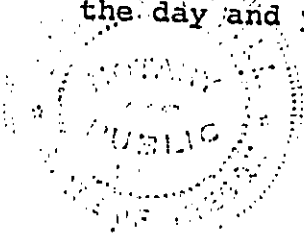
MEL MAR INVESTMENTS

Melvin J. Hansen  
Melvin J. Hansen

STATE OF OREGON )  
 ) ss.  
County of Washington)

3-24-80  
Dated

Personally appeared Melvin J. Hansen who is known to me to be the identical person named in and who executed the foregoing instrument, and he acknowledged to that the same was done freely and voluntarily, in witness whereof I have hereunto set my hand and affixed my official seal the day and year last above written.



Before me:  
Charles Kottla  
Notary Public for Oregon

My Commission Expires: 2-29-80

STATE OF OREGON )  
 ) ss.  
County of Washington )

3-22-80  
Dated

Personally appeared Patrick A. Terry and Susan H. Terry, who are known to me to be the identical persons named in and who executed the foregoing instrument, and he acknowledged to that the same was done freely and voluntarily, in witness whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Patrick A. Terry  
Susan H. Terry

Before me:  
Patrick A. Terry  
Notary Public for Oregon

My Commission Expires: 11-29-81

4

March 24, 1980

HILLSBORO

STATE OF OREGON  
County of Washington

SS *dud*

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

1400  
C  
pd ck  
ROGER THOMSEN, Director of  
Records & Elections

1980 MAR 24 AM 11:19

After Recording Return to:

WT  
PO Box 367  
Hillsboro, Ore  
97123

HILLSBORO

March 24, 1980