

Dated: October 26, 2018

Codified and Amended Declaration of Conditions, Covenants, and Restrictions for Washington Square Estates I, II & III.

1. We do hereby declare that the following conditions, covenants, restrictions and agreements shall become and hereby are made a part of all conveyances of property within the plats of Washington Square Estates I, II, and III, as they appear in the plats recorded in Washington County, Oregon Book 32, page 44; Book 34 pages 46 and 46A; and Book 35, Pages 29 and 29A. These restrictions shall by reference become a part of each plat and shall apply as fully and with the same effect as if fully set forth therein.
2. Lot shall be used for residential purposes. Any in-home business shall comply with applicable City of Tigard ordinances and State of Oregon statutes as they exist now or may be amended in the future. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.
3. Easements for utilities as outlined on the plats are hereby reserved.
4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood or that is prohibited or restricted by the ordinances of the City of Tigard, and the State of Oregon statutes as they exist now or may be amended in the future.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Further, no trailer, camper, recreational vehicle, boat trailer or equipment or vehicle other than passenger car, panel or pickup trucks may be stored or parked permanently outside of the garage or a

shelter without permission of the Washington Square Estates Home Owners Association, Inc. Board of Directors of WSE HOA, Inc. Board designated committee.

6. No sign shall be posted on Washington Square Estates common property except Washington Square Estates community service signs that have been approved by the WSE HOA Board. Signs displayed on private lots are subject to the ordinances of the City of Tigard as they exist now or may be amended in the future.

7. Fences on lots are subject to the ordinances of the City of Tigard as they exist now or may be amended in the future.

8. 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 provided that they are not kept, bred or maintained for any commercial purposes.

9. Removal of trees is subject to the ordinances of the City of Tigard as they exist now or may be amended in the future.

10. Tracts A,B,C,D,E,F,G,H,J,K,L,M,N,O,P,Q,R,S,T are Common Areas and shall be owned in common by the parties who are legal owners of individual lots of Washington Square Estates. Common area may not be sold for personal gain. The common areas shall be maintained and are the responsibility of the Washington Square Estates Home Owners Association, Inc., as governed by the WSE HOA, Inc. Board.

11. Washington Square Estates Home Owners Association, Inc. membership and dues are mandatory and subject to the by-laws of the association as they exist now or may be amended in the future.

12. Owners of lots in Washington Square Estates shall be entitled to one vote per lot.

13. Architectural Control Committee will be established by the Washington Square Estates Home Owners Association, Inc. Board with not less than three members, when new construction is planned on any unoccupied lots. The duties

of the Architectural Control Committee apply only to new home construction on unoccupied lots. The Architectural Control Committee review will include:

A. No structure shall be erected, altered, placed or permitted to remain on a building lot other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not less than two cars.

B. The total square footage of any residence shall not be less than 2,500 square feet, the interior and exterior which shall be in finished condition at the time of occupancy. The owner may petition the Architectural Control Committee for a variance on the square footage of a planned home. If the Committee does not provide approval or disapproval within fifteen (15) working days after all requested plans and specifications have been submitted, approval will not be required as to the proposed work for which the approval was sought.

C. Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to any owner, occupant, builder, developer or any other person claiming to have an interest in any lot in Washington Square Estates I, II and III for any damage, loss or prejudice suffered or claimed or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming them for an indefinite period of time from the date these covenants are recorded, and can only be changed by a vote of an affirmative majority (greater than 50%) of the total membership (of all lots in Washington Square Estates) .

IN WITNESS WHEREOF, the undersigned, being duly authorized by an affirmative majority of owners of lots in Washington Square Estates I, II, and III have set their hand this _____ day of _____ 20 _____.