

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT DECLARANT NAME AND  
TITLE.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND GENERAL DESCRIPTION OF PLAN OF DEVELOPMENT  
FOR BARRINGTON HEIGHTS II

This declaration made this 23rd day of January, 1987, by Imperial Plaza Co., ~~an Oregon Corporation~~, <sup>an Oregon Limited Partnership</sup>, hereinafter called Declarant. Declarant is owner of all the land in Barrington Heights, duly recorded plat in Clackamas County, Oregon recorded in Plat Book 89, Page 23 of the plat records of Clackamas County, Oregon, in connection with said plat and dedication, do hereby declare that for the use of each and all of the lots, the following protective covenants are hereby established.

LAND USE AND BUILDING TYPE

Applicable to all lots except those listed in the following paragraph, no residence shall be constructed or maintained on any lot or building site other than one single family dwelling, not to exceed two stories in height, together with an attached garage for not less than two cars. No residence shall have a total floor space of less than 1800 sq.ft., exclusive of garages, if the residence consists of one story. Residents having two stories or daylight basements shall have not less than 2400 sq.ft. total square footage. Split level residences [ie. tri-level] shall be considered a one story dwelling within the meaning of this covenant. Each residence shall have a minimum of two off street parking spaces. Each lot shall have a 30' front yard set back. Traditional style homes only will be allowed. Landscaping front yard to be within 30 days of completion; backyard within 6 months, weather permitting. Each lot shall have two (2) pin oak trees (3" caliper or greater) installed by builder as shown on street tree detail at the City of West Linn.

ROOF, SIDING AND WINDOW TYPE

All residences must have a wood shake or approved tile roof. The entire house shall be double constructed (beveled) with wood cedar siding; no T-1-11 allowed. Brick and stone are permitted with developer's approval, except for any type imitation brick or stone products. Wood windows are required on all front windows. Skylights forward of ridge must have approval.

ARCHITECTURAL COMMITTEE

No plan may be repeated in this development without Architectural Review Committee approval. Architectural Review Committee [Imperial Plaza Co.] consists of:

Neil Nedelisky  
Mike Barclay

87 25491

SAFECO TITLE INSURANCE CO. 150642

#### COMPLETION AND OCCUPANCY TIME

Construction of the dwelling shall be substantially completed within eight (8) months from start of construction. No dwelling shall be occupied until it is deemed substantially complete and occupancy permit by City of West Linn has been issued.

#### NUISANCE AND ANIMALS

No noxious or offensive activity shall be carried on any lot, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No animals of any kind shall be bred or raised for commercial purposes, nor shall any owner have unreasonable numbers of animals which constitute a nuisance to the other owners.

#### FENCES

There shall be no windbreak, hedge or fence of any kind which is higher than six feet above the level of the ground. Said fence shall not impair visibility in any case and must be maintained properly at all times. Fences are to be of wood material only -- no metal cyclone fences are permitted. No fences will be permitted in front of the house. Approved brick posts at front corners of all fences.

#### SIDEWALKS

Sidewalks are to be provided pursuant to the City of West Linn specifications. Said sidewalks will be installed by each builder during the construction of each house. All frontage that is adjacent to or abuts a public thoroughfare shall be sidewalked. 5'0" sidewalks shall be installed by builder as per design submitted by engineers. Said sidewalk shall curve within the easements for utilities and up to the curbs. No straight line sidewalk shall be allowed. All mailbox stands to be brick (approved subdivision style) at a charge of \$100 to each builder. Newspaper holder are not allowed.

#### ANTENNAS

No T.V. or like antenna shall be allowed on said premises. This includes T.V. dishes, C.B. radio or standard T.V. antenna.

#### UPKEEP AND OCCUPANCY

The owner of a unit shall keep it in good repair, at his own expense, and shall maintain it in such a way that it will not interfere with the rights of the other owners. There shall be no commercial activity of any kind by the residents or their assigns on the premises and no owner shall maintain any sign or other advertising device upon the house except for the purpose of advertising the property for lease or sale. Builders signs to be uniform.

### TEMPORARY STRUCTURES OR MOVING OF RESIDENCES

No structures of a temporary character, such as a basement, tent, shack, garage or trailer shall be used as a residence at any time. No residence shall be moved onto any lot from another lot or location. There shall be no installation of basketball backboards or hoops on the residence structure or on a post, pole or other base.

### GARBAGE AND REFUSE DISPOSAL

No lot shall be used as a dumping ground for garbage, brush, weeds, rubbish or other waste. All refuse must be kept in sanitary containers or other equipment for the storage or disposal of such material shall be maintained in a clean and sanitary condition. No garbage cans may be visible from streets.

### PARKING AND STORAGE OF EQUIPMENT

Parking and storage of boats, trailers, truck/campers, motor homes and like equipment shall be allowed so long as they are kept in the side yard (ie. along side the garage) and behind the front elevation of said residence and within the scope of the following exceptions:

- (a) Unless equipment is wholly confined in an enclosed portion of the buildings as defined in these covenants.
- (b) No equipment owned, rented, borrowed or under the control of the occupant of the dwelling located on the lot shall be allowed to be parked on the driveway servicing the dwelling or on public streets adjacent thereto for the purpose of repairs, maintenance and convenience of ingress and egress to a permanent storage area for a period not to exceed five (5) days in any one twenty (20) day period.
- (c) Equipment owned by others who are guests of the occupants of the building shall be allowed to be parked in the driveway servicing the dwelling or on public streets adjacent thereto for a period not to exceed fourteen (14) days in any one thirty (30) day period.

### TERM

These covenants shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date of recording, and shall be automatically extended for successive ten (10) year periods. However, if at any time it appears to the advantage of this subdivision that the covenants and restrictions herein set forth should be altered, then and in that case, any change desired may be made by recording an instrument setting forth said change executed as follows:

- (a) During the development and building period of any change desired shall be by special permission granted by the declarant and by an instrument signed and recorded by him.

Term (Cont'd)

- (b) After the development and building period of five (5) years from the date of this declarant is recorded, whichever occurs first, any desired change shall be made by recording an instrument setting forth said change signed by a majority of the then owners of the lots in said subdivision.

HOMEOWNERS ASSOCIATION

A Homeowners Association shall be set up to maintain the planting strip and signs at the entry of the project and medians as shown on plans. The Homeowners Association is to maintain the corner of tax lot 400 across the street, to keep it clean of vegetation as needed for line of site easement. Homeowners Association fees shall be \$10/month per homeowner and adjusted by vote each year by the Association.

ENFORCEMENT

Each owner shall strictly comply with all laws of the State of Oregon and City of West Linn and with every rule of the administrative agencies which are now or may be in effect. Each owner or occupant of a unit shall comply with the provisions of this Declaration. Failure to comply with any such provisions or rules shall be grounds for an action for injunctive relief or for such other relief as may be provided by law, the prevailing party being entitled to attorneys fees arising out of said dispute or any legal proceedings resulting therefrom.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed and its corporate seal to be affixed hereto by its duly authorized officers this 23rd day of January, 1987.

IMPERIAL PLAZA CO

By *Neil B. Nedelisky*  
Neil B. Nedelisky, General Partner

STATE OF OREGON }  
County of Clackamas } ss.

On this 23rd day of January, 1987, before me appeared Neil B. Nedelisky and to me personally known, who being duly sworn, did say that he, the said General Partner is the General Partner of Imperial Plaza Co., the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and he acknowledge(s) said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

STATE OF OREGON }  
COUNTY OF Clackamas } ss.  
June 5, 1987

Personally appeared the above named

Neil B. Nedelisky, General Partner

and acknowledged the foregoing instrument to be his  
voluntary act and deed.

*Jackwell S. Nastase*  
Notary Public of Oregon  
My commission expires: 12-11-88