

AFTER RECORDING RETURN TO:  
Show Timber Co.,  
2525 Lorinda Lane  
West Linn, Oregon 97068

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

This declaration made this 30 day of June 1993, by Show Timber Co., an Oregon Corporation, hereinafter called Declarant. Declarant is owner of all the land in Barrington Heights VIII, duly recorded plat in Clackamas County, Oregon, recorded in Plat Book 99 Page 27, 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, 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 a garage for not less than two cars. No residence shall have a total floor space of less than 2000 sq. ft., exclusive of garages. If the residence consists of one story. Residences having two stories or daylight basements shall have not less than 2200 sq. ft. total square footage. Split-level residences (i.e. 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 at least a 20' foot front yard set-back. Side yard setback shall be no less than 5'-0".

**LANDSCAPE**

Landscaping of front yard to be within 30 days of completion of house; back yard within 6 months, weather permitting. During course of construction, all debris and garbage shall be kept clear off site or developer shall have the right to do so at his own discretion, and lien said property for payment thereof. Each lot shall have a minimum of two (2) Marshall Seedless Ash (or equivalent) trees (3" caliper or greater) installed by builder at no greater than 50'-0" apart, planted between the curb and sidewalk, and lawn shall be the only other type of ground cover allowed in this space.

**ROOF, SIDING AND WINDOW TYPE**

All residences must have a wood shake or approved tile roof. The Design Review Committee (DRC) shall have the power to approve in special cases flat gravel roofs, but only in the case where the contemporary style dictates such a need and is tastefully designed. The entire house shall be double constructed with wood siding, brick or stucco; (L/P board is allowed) no T-1-11 allowed. Brick and stone are permitted with DRC approval, except for any type of imitation brick or stone products. Wood windows or equivalent vinyl look alike product (to be approved by the DRC) are required on all windows visible from the street. Skylights forward of ridge are not allowed without approval of the DRC.

**DESIGN REVIEW COMMITTEE / APPROVAL**

No improvement, paint color or landscaping shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications have been submitted to The Design Review Committee for approval PRIOR to construction beginning. No plan may be repeated in this development without committee approval. The Design Review Committee consists of Declarant and person or persons appointed by Declarant to serve on this committee. This committee is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of residential construction may be set forth in Design guidelines adopted from time to time by the Design Review Committee. The Design Review Committee shall have the right to refuse to allow certain types of buildings to be built that are not consistent with the neighborhood. They shall also have the right to determine set-backs, require certain landscape plans and external appearance of homes.

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#### **COMMITTEE DISCRETION**

The Design Review Committee may, at its sole discretion, withhold consent to any proposed work if the committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the standards that the committee intends for BARRINGTON HEIGHTS. Consideration such as home placement, shape size, color, design, height, solar access, impairment of the view of other lots, or other effect on the enjoyment of other Lots within the Development, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

#### **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 is 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, wrought iron or brick material only--no metal cyclone fences are permitted. No fences will be permitted in front of the house, unless it is a flag lot.

#### **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. Five foot (5'0") sidewalks shall be installed by builder 3'-0" away from curb (as per design submitted by engineers). All mailbox stands to be brick or stucco (approved subdivision style) at a charge of \$100 per lot to each buyer-builder or homeowner. Newspaper holders are not allowed.

#### **ANTENNAS**

No television or like antenna shall be allowed on said premises unless approval is given by the Design Review Committee. This includes television dishes, C.B. radio or standard television antenna.

#### **UPKEEP AND OCCUPANCY**

The owner of a home 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. Such maintenance shall include, without limitation, painting, replacement and care of roofs, gutters, exterior building surfaces, sidewalks, and other exterior improvements and glass surfaces.

All repainting or restaining and exterior remodeling shall be subject to prior approval by the Design Review Committee. In addition, each Owner shall keep all shrubs, trees, lawns and plantings of every kind on this Lot or within street right-of-way neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. 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 (no greater than 24" x 36").

#### 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 visible from the street.

#### 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. All vacant lots shall be kept mowed at least three (3) times a year so as not to impose a weed or fire hazard to neighboring lots.

#### PARKING AND STORAGE OR 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 behind a fenced enclosure) 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 building 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 -- any change desired shall be by special per-mission granted by the declarant and by an instrument signed and recorded by him.
- b) After the development and building period or five (5) years from the date this declaration 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 in this and other Phases of BARRINGTON HEIGHTS. Homeowners Association fees shall be \$20/month per lot 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 home 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, with the prevailing party being entitled to attorney's fees arising out of said dispute or any legal proceedings resulting therefrom.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officers this 30 day of June 1993.

SHOW TIMBER COMPANY

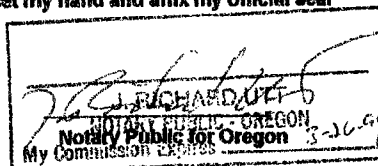
*Wendell O. Walker*  
 WENDELL O. WALKER, PRESIDENT

STATE OF OREGON )  
 )  
 County of Clackamas )

ss.

On this 30 day of June, 1993, before me appeared WENDELL O. WALKER and to me personally known, who being duly sworn did say that he is the President of Show Timber Company, an Oregon Corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged that said instrument was his voluntary act and deed.

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

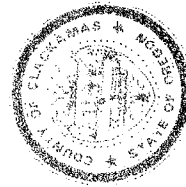


My Commission expires:

AFTER RECORDING RETURN TO:  
 Show Timber Co.  
 2525 Lorinda Ln.  
 West Linn, OR. 97068

STATE OF OREGON }  
County of Clackamas } ss.  
I, John Kauffman, County Clerk, for the County of  
Clackamas, do hereby certify that the instrument of  
writing was received for recording in the records of  
said county at

93 JUL 12 PM 3:48



Witness my hand and seal affixed  
*John Kauffman*  
JOHN KAUFFMAN  
County Clerk  
Recording Certificate  
CCP-R4 (Rev. 6/91) **93 48613**