

WEP
AFTER RECORDING RETURN TO:

Mr. Curt McLeod, Secretary
2KRMT, INC
1120 NW 12th Avenue
Canby, OR 97013

Clackamas County Official Records
Sherry Hall, County Clerk

2014-041795



\$83.00

UNTIL REQUESTED OTHERWISE,
SEND TAX STATEMENTS TO:

counter
Mr. Curt McLeod, Secretary
2KRMT, INC
1120 NW 12th Avenue
Canby, OR 97013

PD-COV Cnt=2 Stn=9 COUNTER1
\$30.00 \$5.00 \$16.00 \$22.00 \$10.00

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COVENANTS, CONDITIONS AND RESTRICTIONS

For NORTHWOOD ESTATES No. 2 DEVELOPMENT

RECITALS:

- A. 2KRMT, Inc., is an Oregon corporation and may be hereinafter referred to as "Declarant".
- B. Declarant is the owner of all residential property described as Lots 42 through 74 of the Northwood Estates No. 2 development in Canby, Clackamas County, Oregon.
- C. It is the intent of Declarant to certify and declare that the hereinafter described Covenants, Conditions and Restrictions shall become and hereby made a part of all conveyances of residential real property described in Recital B above.

THE DECLARANT DECLARES THAT ALL REAL PROPERTY DESCRIBED IN RECITAL B ABOVE SHALL BE HELD, TRANSFERRED, SOLD AND CONVEYED AND OCCUPIED SUBJECT TO THE BELOW DESCRIBED COVENANTS, CONDITIONS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND BE BINDING UPON ALL PARTIES HAVING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY.

1. PROPERTY OWNERS. All Property owners shall at all times be subject to the Covenants, Conditions and Restrictions as defined herein and shall be responsible for the application and compliance of all Covenants, Conditions and Restrictions as provided herein.
2. DECLARANT (2KRMT, Inc.) Declarant shall serve as the Standard and Development Committee which shall approve of all home construction designs, PRIOR to submittal to any permitting agencies. The Standard and Development Committee shall terminate upon the development and subsequent build-out of Northwood Estates Development No. 2 and any subsequent phases which are made subject to these same Declarations of Covenants, Conditions and Restrictions.

3. RESIDENTIAL BUILDINGS:

3.1 All residential plans shall be approved by the Standard and Development Committee prior to submittal for permits.

3.2 All single story dwelling structures shall contain a minimum of 1,800 square feet of living space (excluding garages, patios and decks). Two story structures shall have a minimum of 2,200 square feet of living space.

3.3 The first floor finished floor elevation shall be located within 18" of the highest elevation of the curb abutting the lot. The driveways shall be installed with a maximum slope of 3% as practicable. All excess excavated materials shall be disposed of off-site.

3.4 All first stories shall have a minimum of nine (9) foot ceilings and no more than two stories shall be allowed.

3.5 Roof lines shall include multiple breaks and/or elevations.

3.6 All residential structures shall be of conventional double wall construction with siding materials consistent on all sides of the structures provided that brick or masonry façade may be limited to the front of the home if desired.

3.7 A masonry or stone accent is required as a component of each home. All exposed portions of chimneys shall be of masonry or stone construction, or have masonry or stone cladding. Chimneys alone do not meet the requirement of masonry or stone accent.

3.8 Roofing materials may be of tile, wood or composition. All composition roofing shall be Presidential Series or equivalent, with architectural relief.

3.9 All exterior colors shall be of muted earth tones with compatible accent colors.

3.10 Construction of the dwelling shall commence within six (6) months of the purchase of the property of the lot. Construction shall be completed within twelve (12) months from the commencement of construction.

3.11 During construction the property owner/builder shall maintain general liability insurance that protects the Developer from liability related to the construction.

3.12 During construction there shall be a weekly cleanup of all debris. No burial of materials shall be permitted.

3.13 Landscaping shall be completed within six (6) months of occupancy of the dwelling.

4. GARAGES/DRIVEWAYS:

4.1 Each garage shall be attached to the home and sized to accommodate a minimum of two (2) vehicles. Carports/canopies (defined as one or more open sides) shall not be permitted.

4.2 Driveways to the garage shall be limited in capacity to match the number of bays provided in the garage. For example, a two (2) car garage shall have a driveway limited to accommodate two (2) vehicles and the driveway of a three (3) car garage shall be limited to accommodate three (3) vehicles.

4.3 No driveway or sidewalk may be poured alongside any residence that would provide a vehicle storage area or vehicle access greater than 72" wide to the rear yards.

4.4 Vehicles, boats, utility trailers or other functional or non-functional motorized vehicles may be stored within the garage of the house only, and not in any visible exterior location.

5. ACCESSORY BUILDINGS:

5.1 All accessory structures shall meet the requirements of the City of Canby Development Code.

5.2 All accessory structures shall be of comparable architectural materials and conform to the general plan of the residential structure.

5.3 Accessory buildings shall be limited to a maximum height from floor to ceiling of ten (10) feet.

5.4 No accessory dwelling shall be constructed or allowed for the purpose of storage of vehicles, boats, trailers, farm equipment or other non-functional motorized vehicles. However, residential maintenance equipment such as lawnmowers may be stored within the accessory building.

5.5 Vehicles shall not be repaired or maintained except within the accessory structure or garage.

6. SPECIFIC LOT PLACEMENT/DEVELOPMENT REQUIREMENTS:

6.1 Pursuant to City of Canby Municipal Code 16.21.050, Lots 42, 54, 59, 60 and 74 are "Infill Lots" and are required to comply with the "infill" provisions of the municipal code.

6.2 Specific homes located on Lots 52, 53 and 54 are required to have fire sprinklers installed in accordance with IFC and IBC standards.

6.3 Lots 44, 45, 46, 47, 48, 49, 62, 63, 64 and 65 are to have front yard and dwelling orientation toward North Elm Street; however, driveway access to North Elm Street is not permitted. Consequently, garage structures for these lots shall face the side street or rear property line with access from the side streets.

6.4 Lots 57 and 67 may have a front yard and dwelling facing N Elm Street or NW 10th Avenue, however, the driveway must access NW 10th Avenue. Lots 50 and 56 may have a front yard and dwelling facing N Elm Street or NW 11th Place, however, the driveway must access Northwest 11th Place.

6.5 Common access easements are identified on the plat. Maintenance of the common access easements shall be shared jointly to the extent the driveway serves each individual lot. Driveway easements include Lots 39 (Phase I) and 44, 46 and 47, 48 and 49, 64 and 65, and 66 and 67.

6.6 All lots shall comply with the vision clearance requirements defined in the CMC Section 16.16.030(G)(1)

6.7 There shall be no further division of any lot. That is, no additional lots shall be created; however, minor lot adjustments may be permitted.

7. MISCELLANEOUS PROVISIONS:

7.1 Weather stations, weathervanes, satellite dishes and antennae shall be placed so as to not be visible from the public right-of-way.

7.2 Outdoor overhead wires, pole mounted transmitters and receivers or similar utility services shall not be permitted on any lot.

7.3 Residential lighting shall be of a sharp cut-off design so that light does not exceed the boundaries of the property; provided, however, accent lighting at the main entrance is permitted.

7.4 Each owner shall install sidewalks prior to completion of the home construction. Sidewalks shall be curb tight and 4' 6" wide. Sidewalks on NW 10th Avenue (Lots 57, 58, 59, 67, 68, 69, 70, 71, 72, 73 and 74) shall sweep behind the existing power poles to provide a minimum of 5'0" width at the obstruction with the remainder of the sidewalks curb tight and 4'6" wide. In accordance with the Canby Municipal Codes, all lot frontage sidewalks shall be maintained by the property owner.

7.5 Cleanouts not located within the designated sidewalk alignment (Only along NW 10th Avenue including Lots 57, 58, 59, 67, 68, 69, 70, 71, 72, 73 and 74) shall have a 24" square by 4" thick concrete pad poured around the sanitary sewer access cover. Pad shall be poured flush to the surrounding ground level.

7.6 Each owner shall coordinate with the City of Canby to install street trees prior to completion of the home construction. The Developer has prepaid the City to provide and install all street trees on all lots. Tree variety may be selected by the owner from the City's list of acceptable trees. The location of street trees shall be approved by the City within the frontage easement area of the lot, and be on average 30 foot on center along all street frontage. In accordance with the Canby Municipal Codes, lot frontage landscaping including trees shall be maintained by the property owner.

7.7 No animals or livestock of any kind shall be raised, bred or kept within the property except dogs, cats or other household pets which are not raised, bred or kept for commercial purposes. No animals shall be permitted to roam unattended within the development. All animals shall be contained with a confining fence and isolated from pedestrians within the public right-of-way. Dogs shall be kept on a leash while outside of the confining fence.

7.8 No signs may be displayed on any lot except for temporary signs for political campaigns, and temporary signs for the sale of the property AFTER the first year of residency. No lot or homes may have FOR SALE signs displayed within 12 months of initiating construction of the home. Signs displaying the business identity of companies completing construction work will be permitted.

7.9 No part of any property that is visible from the public right-of-way shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. Trash or recycling containers shall be hidden from view and placed in the right-of-way only for scheduled collection. All trash and recycling containers shall be removed from the street within twenty-four (24) hours of collection and no containers may be placed in the street so as to hinder delivery of newspapers or mail.

7.10 All fences shall be built in conformance with the Canby Municipal Code. No front yard fencing will be permitted within the 20- foot setback along the lots which face the park and/or are designated with side access, including lots 8, 9 and 39 in Phase I.

7.11 No recreational vehicles, boats, trailers, farm equipment or non-functional motorized vehicles shall be stored on the property nor shall structures be specifically constructed for the purpose of the storage of such. Such items may be stored within the garage of the house.

8. SURVIVABILITY: If any of these Covenants, Conditions and Restrictions is deemed by a Court of Law to be discriminatory or unenforceable, the remaining provisions shall remain valid and enforceable.

9. AMENDMENTS: These Covenants, Conditions and Restrictions may be amended by the property owners (including any property owners of subsequent phases) who consist of owners representing more than fifty percent (50%) of the total number of lots.

10. ATTORNEY FEES: In the event action is instituted to enforce any term of the Covenants, Conditions and Restrictions, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

Dated: AUGUST 19, 2014

Declarant:
2KRMT, Inc.

Fred C Kahut, President

Curt McLeod, Secretary

STATE OF OREGON)
) ss.
County of Clackamas)

Before me personally appeared Fred A. Kahut and Curt McLeod who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of 2KRMT, INC., a corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Mary J. Stoller
Notary Public for Oregon
My Commission Expires: 3/18/2017

