

AFTER RECORDING RETURN TO:

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

UNTIL REQUESTED OTHERWISE,
SEND TAX STATEMENTS TO:

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

COVENANTS, CONDITIONS AND RESTRICTIONS For NORTHWOOD ESTATES 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 1 through 41 of the Northwood Estates 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.

1.1 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.

1.2 The property owners of Lot Number 21 shall be permitted exceptions to the CC&Rs where the conditions may conflict with the existing structure, to allow for the continued use of existing structure. In the event a major remodel is completed, the lot will become subject to all conditions of the CC&Rs as they apply to the proposed improvements. A major remodel shall be defined as any improvements to the home where the declared value on the building permit exceeds 50% of the assessed value of the structure according to the Clackamas County tax records.

2. DECLARANT (2KRMT, Inc.) Declarant shall serve as the Standard and Development Committee which shall approve of all home construction designs (including subsequent alterations and modifications), exterior colors and materials 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, Phase I and any subsequent phases which are made subject to these same Declarations of Covenants, Conditions and Restrictions.

3. RESIDENTIAL BUILDINGS:

3.1 All residential buildings shall be of a generally recognizable architectural style.

3.2 All single story dwelling structures shall contain a minimum of 1800 square feet of living space (excluding garages, patios and decks). Two story structures shall have a minimum ground floor of 1400 square feet of living space.

3.3 All first stories shall have a minimum of nine (9) foot ceilings on first floor.

3.4 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 materials with architectural relief.

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

3.10 Construction of the dwelling shall commence within four (4) months of the purchase of the property of the lot. Construction shall be completed within twelve (12) months from the commencement of construction. All homes must be substantially completed and have a certificate of occupancy from the City of Canby before occupancy is allowed. These timelines may be extended by written approval of the Declarant.

3.11 During construction the property owner/builder shall maintain general liability insurance of not less than one million dollars (\$1,000,000) per occurrence naming Declarant as a named insured. The obligation to maintain general liability insurance shall terminate on the issuance of the occupancy permit.

3.12 During construction there shall be a daily cleanup of all debris including but not limited to residual construction waste, concrete washout, food packaging materials, etc. At the conclusion of construction, there shall be a general lot cleanup and all residual materials including rocks and construction debris shall be removed from the premises. No burial of materials shall be permitted.

3.13 Landscaping shall be completed within one (1) year of occupancy of the dwelling.

4. GARAGES:

4.1 Each garage shall be attached to the home and sized to accommodate a minimum of two (2) vehicles.

4.2 Driveways to the garage shall have the capacity to accommodate a similar number of vehicles. For example, a two (2) car garage shall have a driveway to accommodate two (2) vehicles and the driveway of a three (3) car garage shall accommodate three (3) vehicles.

4.3 Carports/canopies (defined as one or more open sides) shall not be permitted.

4.4 Vehicles, boats, trailers, farm equipment or other non-functional motorized vehicles may be stored within the garage of the house.

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 11, 25, 28, 29 and 41 of Phase I are "Infill Lots" and are required to comply with the "infill" provisions of the municipal code.

6.2 Lots that abut Territorial Road (Lots 1, 12, 22, 23, 24 and 25) shall not front onto Territorial Road. That is, dwellings are to be constructed so that a side elevation faces Territorial Road or, in the alternative, the rear façade shall be designed to simulate a home front elevation. Additionally, the owners of lots abutting Territorial Road shall be responsible for maintenance and restoration in the event of damage of that portion of the wall constructed along Territorial Road on their individual lot.

6.3 Specific homes located on North Fir Street north of NW 14th Avenue (Lots 19, 20, 22, 23, 24, 25 and 26 of Phase I) are required to have fire sprinklers installed in accordance with IFC and IBC standards. If a substantial remodel of the existing home on Lot Number 21 is undertaken, the Fire Department may also require residential sprinklers be installed to the referenced standards.

6.4 Homes located on North Fir Street which abut the park area (Lots 34, 35, 36, 37 and 38) shall be responsible for maintenance and restoration in the event of damage of that portion of the wall constructed along the park frontage on their individual lot.

6.5 Lots 8, 9 & 39 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 rear façade of the home and access shall only be permitted from Northwest 13th Avenue. Access to Northwest 13th Avenue by private easements may be allowed.

6.6 Lots 8 and 9 of Phase I shall have a reciprocal access easement as identified on the plat. Maintenance of the common access easement shall be shared jointly to the extent the driveway serves each individual lot. Similarly, lot 39 and lot 44 in the future construction phase shall have a reciprocal access easement and similar maintenance responsibilities.

6.7 Lot 15 of Phase I shall have a front yard and dwelling orientation toward Northwest 14th Avenue.

6.8 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, and antennae shall be placed so as can not be seen from the public right-of-way. Satellite dishes shall also not be seen from the public right-of-way unless approved by Standards and Development Committee.

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 and street trees as required by development approvals. This shall include a minimum of one (1) street tree on the street frontage of each lot.

7.5 Each property owner is required to plant a street tree from the list of acceptable varieties maintained in the Planning Department, within the frontage easement area of the lot. Trees, planter strips, drainage swales and sidewalks shall be maintained by the property owner.

7.6 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.

7.7 No signs shall be displayed except for: temporary signs for political campaigns, and temporary signs for the sale of the property. Signs evidencing ownership of the property will be permitted so long as the signs are part of a generally acceptable landscaping scheme.

7.8 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.

7.9 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.

7.10 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 are 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: _____

5-21-07

Declarant:
2KRMT, Inc.

Lyle L. Read, President

Curt M. Gifford, Secretary

STATE OF OREGON

County of Clackamas^{SS}

J. McLeod Before me personally appeared Lyle L. Road and Curt 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 the seal affixed to the foregoing instrument is the corporate seal of said 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 Jo Mc Gauvran
Notary Public for Oregon
My Commission Expires: 5-30-10

