## RESTATED DECLARATION OF

## RESTRICTIONS, CONDITIONS AND COVENANTS

## APPLICABLE TO SKYLINE RIDGE I, SKYLINE RIDGE II,

## SKYLINE RIDGE III AND SKYLINE RIDGE IV

This Restated Declaration of Restrictions, Conditions and Covenants is applicable to SKYLINE RIDGE I, SKYLINE RIDGE II, SKYLINE RIDGE IV.

WHEREAS, Centurion Homes, Inc., an Oregon corporation, hereinafter referred to as Declarant, was owner or contract purchaser of certain real property located in the -State of Oregon, known as SKYLINE RIDGE I, SKYLINE RIDGE II, SKYLINE RIDGE III and SKYLINE RIDGE IV, hereinafter referred to as SKYLINE RIDGE, all duly recorded plats; WHEREAS, the Declarant was desirous to declare of public record its intentions to create certain restrictive conditions and covenants to the ownership of said property; WHEREAS, the Declarant did certify and declare that certain restrictions, conditions and covenants shall become and are hereby made a part of all conveyances of lots within the plats of SKYLINE RIDGE recorded on September 6, 1983, as Recorder's Fee No. 83-25732, SKYLINE RIDGE II recorded on July 1, 1985 as Recorder's Fee No. 85-22596, SKYLINE RIDGE III recorded on December 11, 1986 as Recorder's Fee No. 86-49697 and SKYLINE RIDGE IV recorded on November 23, 1987 as Recorder's Fee No. 87-53022 of Plat Records of Clackamas County, Oregon, and that those restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein; WHEREAS, the majority of the current owners, hereinafter referred to as SKYLINE RIDGE NEIGHBORHOOD ASSOCIATION or Association, as determined by ballot, have elected to amend the original Declarations of Restrictions, Conditions and Covenants as provided in Article IV, paragraph 1 thereof;

NOW, THEREFORE, the Association does hereby certify and declare that the original restrictions, conditions and covenants shall be revoked in their entirety and replaced with the following restrictions, conditions and covenants which shall become and are hereby made a part of all conveyances of lots within the plats of SKYLINE RIDGE recorded on September 6, 1983, as Recorder's Fee No. 83-25732, SKYLINE RIDGE II recorded on July 1, 1985 as Recorder's Fee No. 85-22596, SKYLINE RIDGE III recorded on December 11, 1986 as Recorder's Fee No. 86-49697 and SKYLINE RIDGE IV recorded on November 23, 1987 as Recorder's Fee No. 87-53022 of Plat Records of Clackamas County, Oregon, and that those restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

# ARTICLE I

## Property Subject to These Covenants

## (1) Initial Development

Association hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants. The above property together with other real property that may be annexed thereto and made subject to these covenants shall constitute SKYLINE RIDGE.

## ARTICLE II

## Residential Covenants

## (1) Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one half (2-1/2) stories in height and a private garage for not less than two (2) cars. In this regard, no garage shall be remodeled so that it is used for anything other than a garage. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such lot, upon approval of plans by the Architectural Control Committee.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction, and to use a single family residence as a sales office or a model home for the purpose of sales in SKYLINE RIDGE.

All buildings constructed shall conform to existing City of West Linn building and zoning codes.

## (2) Dwelling Size

#### SKYLINE RIDGE I, II AND III:

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,200 square feet in SKYLINE RIDGE I, 1,400 square feet in SKYLINE RIDGE II, 1,800 square feet for a one-story dwelling; nor shall the ground floor level be less than 900 in SKYLINE RIDGE I and II, or less than 1,000 square feet in SKYLINE RIDGE III for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 1,400 square feet in SKYLINE RIDGE I, 1,600 square feet in SKYLINE RIDGE II, or 2,000 square feet in SKYLINE RIDGE III.

## SKYLINE RIDGE IV:

Lots 17 through 26, Block 5 Lots 14 through 27, Block 4

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,000 square feet for a one-story dwelling, nor shall the ground floor level be less than 1,000 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 2,100 square feet.

#### Lots 27 through 36, Block 5

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,200 square feet for a one-story dwelling, nor shall the ground floor level be less than 1,100 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 2,400 square feet.

## (3) Easements

Easements for the installation and maintenance of utilities and drainage facilities and reserved as shown on the recorded plat and over the rear five (5) feet, and the side five (5) feet of each lot. Within these easements, no structure, planting, fencing or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through the drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

## (4) Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

## (5) Parking

Parking of boats, trailers, motorcycles, trucks, truckcampers and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

No owner or occupant shall park any vehicle not listed in the immediately preceding paragraph within SKYLINE RIDGE in any manner other than upon the owner's driveway, in the owner's garage, or lawfully upon the public streets.

## (6) Vehicles in Disrepair

No owner or occupant shall permit any vehicle which is inoperable to remain parked upon any lot or on the Open Space or on any street for a period in excess of forty-eight (48) hours. No vehicle repairs or servicing shall be performed within SKYLINE RIDGE, other than in the owner's garage or on the owner's driveway. The preceding sentence is not intended to prohibit minor repairs immediately after a vehicle breakdown, or having a vehicle towed.

## (7) Fences and Hedges

No fences or hedges, either sight or non-sight obscuring, may be located in the front yard setback and in the case of a corner lot in either the front yard setback or side yard setback abutting the street.

No fences or hedges, either sight or non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard setback. Any sight or non-sight obscuring fence or hedge located on any SKYLINE RIDGE I, II or III lot which is in existence as of the date of these Restated Covenants which are greater than three (3) feet, shall be permitted to remain to the extent they do not exceed four (4) feet in height. However, any future additions or replacements must not be in excess of three (3) feet in height.

The maximum height of a fence or hedge located on the remainder of the lot shall be six (6) feet. Fences shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Architectural Control Committee.

## (8) Signs

No signs shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the owner, the Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by the owner, or the placement of a professional sign by a Developer or Declarant, which must comply with the City of West Linn sign ordinances.

## (9) Temporary Structures

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence whether temporarily or permanently.

# (10) Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other normal household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

## (11) Garbage and Refuse Disposal

No lot or Open Space shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

## (12) Utilities

All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of West Linn and the County of Clackamas. No outdoor overhead wire or service drop for the distribution of electric energy, for tele-communication or for cable television purposes, nor any pole, tower of other structure supporting said outdoor overhead wires shall be erected, placed or maintained within SKYLINE RIDGE. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone or cable television utility facilities provided.

#### (13) Completion

Construction or remodeling of any dwelling shall be completed, including exterior decoration, within eight (8) months from the date of the start of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

## (14) Business and Commercial Uses

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any home-builder and the Declarant to construct residences on any lot, to store construction equipment and materials on said lots in the normal course of said construction, and to use any single family residence as a sales office or model home for purposes of sales in SKYLINE RIDGE. Additionally, this paragraph shall not exclude occupants from maintaining a home office in conjunction with their occupation or hobby so long as the home is not used as a place for regularly meeting with customers or vendors.

## (15) Landscape Completion

All front yard landscaping must be completed within six (6) months from the date of occupancy of the residence constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

Any significant re-landscaping must be completed within six (6) months from the project commencement date.

# (16) Antennas and Service Facilities

Exterior antennas shall not be permitted to be placed on the lot or upon the roof of any structure on any lot. No satellite dish shall be installed on any property without prior approval of the Architectural Control Committee. Clothes lines and other service facilities (including satellite dishes) shall be screened so as not to be viewed from the street or park areas.

# (17) Exterior Materials and Finishes

Each dwelling shall be constructed with a minimum square footage per Article II, paragraph 2 fully finished, excluding non-habitable appurtenances such as garages or enclosed porches. Each dwelling shall be constructed using conventional double-wall framing. Siding material shall be either natural wood material or masonry brick or stone, or a combination of each. Plaster stucco may also be used, but only as an accent texture, not as a dominant siding material for any individual dwelling. No plywood, hardboard, or aluminum sidings will be permitted. Roofing material shall be either cedar shingle or cedar shake, or concrete or clay tile. Composition roofing material will not be permitted. Windows will be either bronze tone, white or black aluminum, vinyl-clad wood, or wood; no mill grade aluminum will be permitted.

Exterior colors for each dwelling constructed will be solid or semi-transparent earth tone stain or latex paint. Trim colors may be solid stain or latex paint in complimentary earth tones. The use of bright or pastel exterior colors will not be permitted. The current exterior color(s) of each house as of the date of this Restated Declaration of Restrictions, Conditions and Covenants shall be deemed to meet the requirements of this paragraph. Approval from the Architectural Control Committee is required prior to applying exterior colors.

The location, color, size design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Control Committee.

## (18) Public Passageways

No owner of any lot, nor any occupant, shall permit any structure, vehicle or vegetation to interfere with the normal passage of pedestrians or vehicles on any public sidewalk or street. Additionally, each owner or occupant shall keep sidewalks and curbs immediately adjacent to the owner or occupant's property free of weeds and obstacles.

## (19) Leased/Rented Properties

All non-owner occupants who take possession of any property within SKYLINE RIDGE by rent, lease or otherwise, must comply with all provisions of these restriction, conditions and covenants. The property owner must provide all such occupants with a copy of the Restated Declaration of Restrictions, Conditions and Covenants. The ultimate responsibility of compliance will remain with the property owners.

## ARTICLE III

## ARCHITECTURAL CONTROL COMMITTEE

## (1) Membership: Election, Appointment and Removal

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of one elected member from each phase of SKYLINE RIDGE and one member of the Skyline Ridge Neighborhood Association's Board of Directors to be chosen by the Board. Elected Committee members shall serve for a period of two (2) years, with re-elections for Phases I and III occurring in odd years and Phases II and IV occurring in even years. The member appointed by the Board will serve a one (1) year term. Elections will be held at the same time as the election of the Association Board of Directors. The Association Secretary shall keep on file a list of names and addresses of members of the Committee.

Elected Committee members may be replaced at any time by a ballot of a majority of the homeowners of lots within that member's plat. The appointed member of the Committee may be replaced by the Board at any time by a majority ballot of all members of the Board.

## (2) Procedures

In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

## (3) Action

Except as otherwise provided herein, any three (3) members of the Committee shall have power to act on behalf of the Committee, without the necessity of meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

# (4) Approval of Plans by Architectural Control Committee

No building or structure, including but not limited to swimming pools, private green houses, storage sheds, boat or trailer storage, fences and animal runs shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Committee. All plans and specifications for approval by the Committee must be submitted at least ten (10) days prior to application for building permit, or thirty (30) days prior to commencement of the project if no permit is required.

## (5) Nonwaiver

Consent by the Committee to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

# (6) Liability

Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder, the Association or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him/her, acted in good faith.

## ARTICLE IV

## General Provisions

## (1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for the termination and revocation or amendment, and which is signed by the owners of a majority of the platted lots.

## (2) Enforcement

Should any person violate or attempt to violate any of the provisions of these Covenants, and person or persons owning any real property embraced within the plat, at its or their option, shall have full power and authority to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

# (3) Expenses and Attorneys' Fees

In the event any person or persons owning any real property embraced within the plats of SKYLINE RIDGE, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

# (4) Severability

Owner's(s') Name(s)

Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

# (5) Limitation of Liability of Association and Committee

Neither the Association, nor any director thereof, or the Committee, nor any member thereof, shall be liable to any owner on account of any action or failure to act of the Association or the Committee in performing its or their duties or rights hereunder, provided that the Association and the Committee, has in accordance with actual knowledge possessed by it, acted in good faith.

IN WITNESS WHEREOF, the undersigned, being the owners of a majority of the platted lots of SKYLINE RIDGE, has hereunto set their hands this 20 day of the platted lots.

Owner's(s') Signature(s)

Thesident

Skyline Ridge

Neighborhooel

Desociation

12/2 195

Street Address of Platted Lots Owned

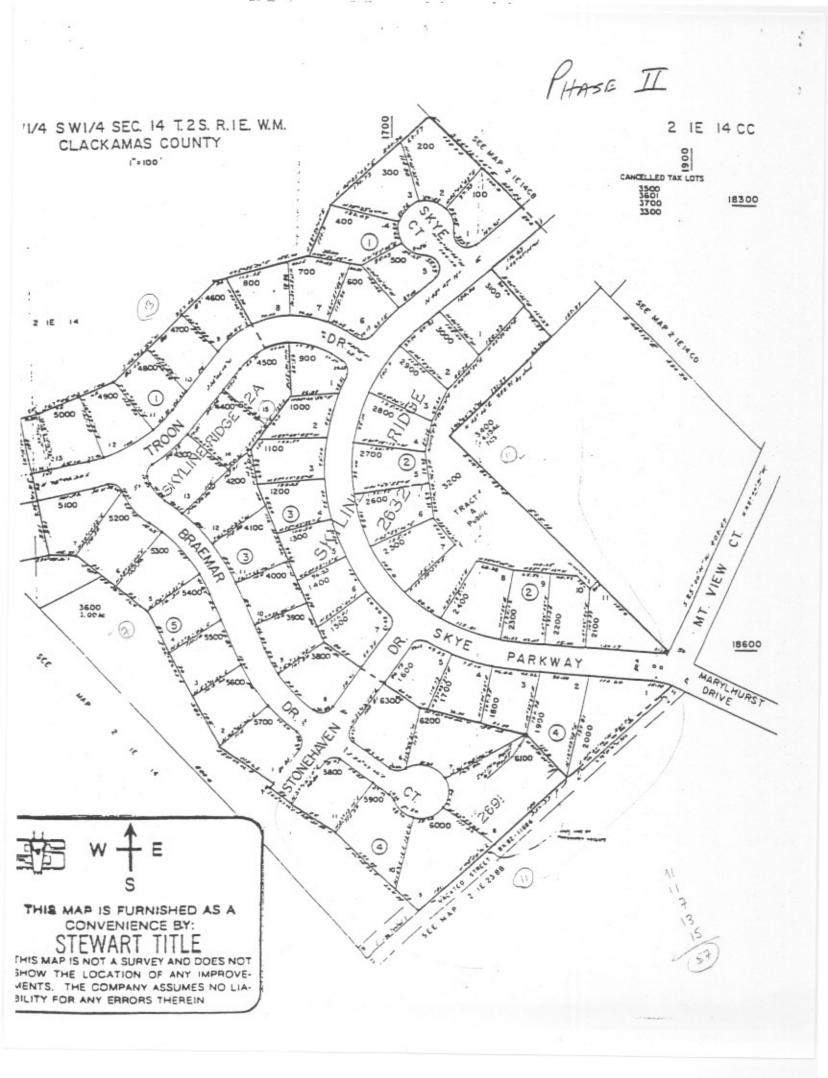
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County of Clackamas) SS	
On this 20 day of Cec.	1995, before me personally appeared Eric G. Egland
instrument (Type of document: AHada	evidence) (personally known by me) to be the person who signed the within UIT) in my presence.
	Landra M. Glover
	Notary Public, State of Oregon My Commission expires: 1 March 16, 1999

Let of ptn of (94) 14-2-1E (new map 14CC)
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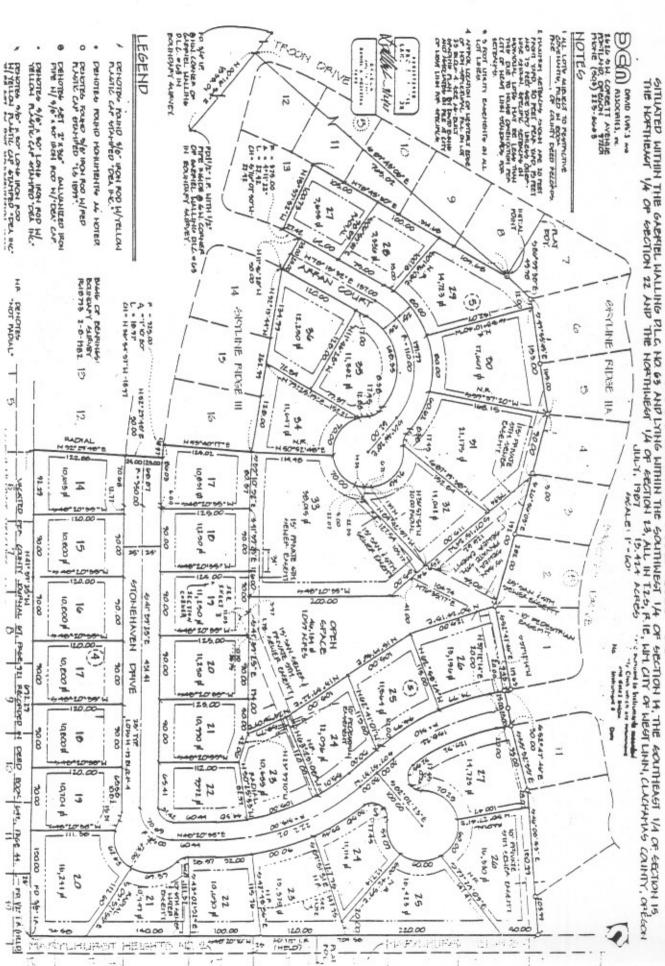
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# FIRST AMMENDMENT TO RESTATED DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO SKYLINE RIDGE I, SKYLINE RIDGE II. SKYLINE RIDGE III AND SKYLINE RIDGE IV

This amendment amends that certain RESTATED DECLARATION OF RESTRICTIONS, CONDITIONS AND COVENANTS APPLICABLE TO SKYLINE RIDGE I, SKYLINE RIDGE II, SKYLINE RIDGE III AND SKYLINE RIDGE IV recorded on December 20, 1995 as Recorder's Fee No. 95-79180 (the "Declaration").

WHEREAS, the majority of the current owners, hereinafter referred to as SKYLINE RIDGE NEIGHBORHOOD ASSOCIATION or Association have elected to amend the Declaration as provided in Article IV, paragraph 1 thereof;

NOW, THEREFORE the Association does hereby amend the Declaration as follows:

ARTICLE II paragraph (17)

## DELETE THE FOLLOWING SENTENCES.

"Roofing material shall be either cedar shingle or cedar shake, or concrete or clay tile. Composition roofing material will not be permitted."

## REPLACE WITH:

"Roofing shall be covered with one of the following roofing materials, both originally and at the time of replacement:

Cedar shingles or cedar shakes

Concrete or clay tile

Architectural fiberglass asphalt shingles meeting or exceeding all of the following criteria:

- Shingle construction shall be two ply or greater.
- Minimum manufacturers' warranty of 40 years.
- c. Minimum weight per square (100 square feet) of 355 pounds; and
- d. Class A fire and wind rating from Underwriter's Laboratories.

Approved colors for such roofing materials are limited to those that imitate the natural color of cedar shakes."

After recording - Return to: Shelly R. Cruze 1504 Braemar Court West Linn. OR 97068

Clackamas County Official Records Sherry Hall, County Clerk

2003-137396

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\$36.00

Cnt=2 Stn=2 BEV L. \$10.00 \$5.00 \$11.00 \$10.00

ARTICLE II paragraph (16) is amended in its entirety to read as follows:

"(16) Antennas and Service Facilities

Exterior antennas (excluding satellite dishes) shall not be permitted to be placed on the lot or upon the roof of any structure on any lot. Clothes lines and other service facilities (including satellite dishes) shall be screened so as not to be viewed from the street or park areas."

ARTICLE IV paragraph (1) is amended in its entirety to read as follows:

"(1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by an agreement providing for the termination and revocation or amendment, and which is signed by the owners of a majority of the platted lots. Copies of any such fully executed agreements shall be provided to all Association members, with the original of any such agreement to be maintained by the Committee. No such agreement shall be effective until a copy of such agreement, executed by the President of the Association, has been recorded in the official records for the County of Clackamas."

This Amendment may be signed in counterparts, the signature pages of which may be attached to a single copy of this Amendment. .

Except as expressly amended herein, the Declaration is and does remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of a majority of the platted lots of SKYLINE RIDGE, have hereunto set their hands.

Owner's (s') Name (s) Stelly R. Cruze

Owner's (s') Signature (s) Platted Lots Owned

Street Address of

1504 Brasmar Ct.

as President of the Skyline Ridge Neighborhood Association.

State of oregon

County of <u>Clackamas</u>

This instrument was acknowledge before me on October 13, 2003 by Shelly Cruze as President of the Skyline Ridge Neighborhood

Cynthia a Sollers

