

After recording return to:
Tom Orth, President
Tom Orth Construction, Inc.
26951 S.E. Forrester Road
Boring, Oregon 97009-9114



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE
PLAT OF SANDY RIM,
A SUBDIVISION IN MULTNOMAH COUNTY, OREGON.

This declaration is made by Tom Orth Construction, Inc., an Oregon Corporation, and David Keller hereinafter called the "Declarants".

To the public,

Declarations of Restrictions on SANDY RIM a subdivision in MULTNOMAH County, Oregon, as recorded in Plat Book 1322, Pages 41-42 of the Public Records of MULTNOMAH County, Oregon.

SANDY RIM is a residential subdivision of FOUR residential home sites, which will provide an environment for permanent well-crafted homes.

The Covenants, Restrictions and Conditions hereinafter set out shall run with the land and shall be binding upon all parties and all persons owning land in SANDY RIM or claiming under them from date the subdivision is filed for a period of twenty years. Such covenants as mandated by Multnomah County Zoning Ordinances shall be perpetual in effect.

If the owners of such lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision or County to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either prevent him from doing so or to recover damages for such violations or both.

Invalidation of any of these covenants by judgment or Court Order shall in no way effect any of the other provisions, which shall remain in full force and effect.

1.0 DEFINITIONS

1.1 "DEVELOPER" shall mean Tom Orth, President of Tom Orth Construction, Inc. and David Keller or their successors or assigns.

1.2 "DEVELOPMENT" shall refer to all land and improvements herein described as the Property.

1.3 "LOT" shall mean those individual tracts of land created in the property for the purpose of construction of a single-family residential structure.

1.4 "OWNER" shall mean the person or persons, including the Developer, holding fee simple ownership of a Lot or a contract purchaser of a Lot, but does not include a tenant or a holder of a leasehold interest and does not include a mortgagee or beneficiary of a deed of trust until the same have acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The rights, obligations and other status of being an Owner commence upon acquisition of the fee simple ownership of a Lot or a contract purchaser's interest in a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.5 "DECLARATION" shall mean Declaration of Covenants, Conditions and Restrictions affecting the Property.

1.6 "SANDY RIM" shall mean the real property described in Exhibit A attached hereto.

1.7 "ARCHITECTURE REVIEW COMMITTEE" shall mean the Declarant and any person or persons designated by the Declarant to review building plans site plans and or landscaping plans as required herein.

2.0 GENERAL PROVISIONS FOR AND RESTRICTION ON THE USE OF PRIVATE AREAS.

2.01 MAINTANANCE OF LOTS. Each Lot and its improvements shall be maintained in a clean and attractive condition, in good repair and in such fashion not to create a fire hazard. Each lot shall be maintained, mowed and kept clear of debris even while the Lot is vacant or held for investment. Any lot not so maintained shall be subject to the provisions of the enforcement section herein.

2.02 TYPE OF BUILDING. No building other than a single family dwelling of not less than 1800 square feet for a single level and 2200 square feet for homes of two levels for private use may be constructed on any Lot. No mobile or manufactured home or trailer may be used as a residence.

2.03 OUTSIDE ANTENNAS. The construction or installation of satellite dishes, CB antennas, radio and/or TV antennas and placement above the roof ridge or on the front (street facing) side is prohibited. Satellite dishes over 24" in diameter are prohibited. Wires shall be professionally attached and not allowed to hang loose.

2.04 TEMPORARY STRUCTURES. Temporary structures, which have been approved by the Architectural Review Committee, shall be permitted on a Lot during the period of construction of a dwelling. However, any such

temporary structure shall be removed within 30 days after completion of the dwelling or within one year after the date upon which the temporary structure was erected, whichever occurs first.

- 2.05 APPEARANCE. All garbage, trash, cuttings, refuse or garbage containers, fuel tanks, clothes drying apparatus or other service facilities shall be screened from the view of neighboring Lots in a manner approved by the Architectural Review Committee.
- 2.06 SIGNS. No sign shall be placed or kept on a Lot, except signage constructed of a tasteful and personal nature such as household names or addresses to be approved by the Architectural Review Committee prior to installation. Only standard real estate "yard signs" will be permitted and only one sign per Lot will be permitted at any one time.
- 2.07 OFFENSIVE OR COMMERCIAL ACTIVITIES. No offensive or commercial activities shall be carried out on any Lot or anything done on a lot, which interferes with or jeopardizes the enjoyment of the other Lots within SANDY RIM. Home occupations are allowed pursuant to the provisions of City of Troutdale zoning ordinances and with written permission of the Architectural Review Committee.
- 2.08 LIGHTING. No direct beam exterior lighting or noise making devices shall be installed or maintained on a Lot. No Mercury vapor lights shall be allowed. Private security systems and subdued landscape lighting shall be allowed.
- 2.09 DRIVEWAY CONSTRUCTION. All private driveways shall be paved with concrete or asphaltic concrete or any other high quality paving as approved.
- 2.10 ANIMALS. No Lot may be used as a place to raise domestic or other animals of any kind except for a reasonable number of household pets, which are not kept, bred, boarded, or raised for commercial purposes and are not nuisance to other Lots.
- 2.11 ARCHITECTURAL REVIEW COMMITTEE CONSENT. Any improvement contemplated to be built on a Lot in the Property must conform to the SANDY RIM design plan, and must have written consent of the Architectural Review Committee prior to application to Multnomah County or the City of Troutdale for any required permits or prior to the commencement of any physical aspect of the improvement. In all cases in which Architectural Review Committee consent is required, the

following provisions together with the other provisions contained in this declaration shall apply.

2.12A MATERIAL REQUIRED TO BE SUBMITTED. Where consent must be acquired by Lot owners from the Architectural Review Committee, plans, specifications and other materials the committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 10 days in advance of the occurrence which requires consent.

2.12B ARCHITECTURAL REVIEW COMMITTEE DISCRETION AND GUIDE LINES. The Architectural Review Committee may at its discretion withhold consent with respect to any proposal that the Committee finds would be inappropriate for the particular Lot or incompatible with the quality and high design standards within SANDY RIM. Considerations such as color, design, size, view, effect on other Lot owners, disturbance of existing terrain and vegetation and any other factor of which the Architectural Review Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposal.

The following general guidelines shall be followed for the exterior of all homes:

1. Roofing shall be cedar shake material, tile, or 30 year architectural composition. Metal roofing may only be used with written approval and sole discretion of the Architectural Review Committee. All allowed roofing is subject to approval of the Committee.
2. Any auxiliary building, covered or uncovered structure erected on a Lot shall be sided, roofed and the exterior designed in a manner identical to the home to be erected on each Lot. Only small well-constructed storage facilities shall be allowed and shall be permitted solely at the discretion of the Committee.
3. Siding material of all homes in the Property shall be cedar, finger jointed cedar or better wood siding and/or a masonry product such as brick, rock or stone. No spruce trim or fascia shall be permitted. Staining or painting of any siding material must be of a muted color or a color consistent with generally accepted design standards. The Architectural Review Committee shall have sole discretion in approving the exterior color and finish of any home erected within SANDY RIM. All homes within Sandy RIM shall be sided to a minimum of 20% of an approved brick, stone, rock or other approved masonry

product on all vertical walls facing the common street or the front aspect of the home as determined by the Architectural Review Committee. At the discretion of the Architectural Review Committee, some wood trim may be included in the street facing vertical walls if the Committee if the Committee is convinced that such trim is an integral part of the design of the home.

4. All front yard and side yard landscape construction must be completed within six months from the issuance of the occupancy permit for said home by Multnomah County or the City of Troutdale.
5. Any fencing constructed on any lot shall be constructed of a wood, stone, brick or masonry material of kind identical to the homes siding or trim material. The maximum height of any constructed fence shall not exceed 5'. Use of chain link fence shall be permitted in black color only. Fences shall only be constructed in rear and side yards. Not in front yards. Permission to use any fencing materials and acceptance of the design of any fencing shall be at the sole discretion of the Architectural Review Committee.
6. All windows shall be wood or vinyl framed window. All windows: Front, sides and rear shall be wood trimmed a minimum of 4" laterally from all glass surfaces. Variations may be granted by the Architectural Review Committee if a particular home's design may be enhanced by an alternate design or material. Granting of a variance shall be at the sole discretion of the Architectural Review Committee.
7. All construction of private homes and landscaping shall be done in a matter that is sensitive to the views of the other homes built within the Property. As such, site plans shall be approved at the sole discretion of the Architectural Review Committee. All building plans shall minimize to a reasonable extent obstruction of views of homes within the Property. In addition, landscape plans shall be approved prior to construction and shall and shall include plant material that minimizes obstructions of views within the Property. Approval by the Architectural Review Committee of each landscape plan for each Lot is required, and the committee may impose height restrictions on structures and landscape material.

8. Any building must maintain a minimum front yard, rear yard and side yard setbacks as set forth in the City of Troutdale building code.
9. If the garage attached to the home has three stalls or doors in a row (same plane) then at least one of the doors must be offset forward or back a minimum of two feet.
10. If the home to be constructed is one level then the minimum square footage shall be no less than square feet. If the home to be constructed is two story then the minimum square foot shall be no less than 2100 square feet

2.12C BUILDER. The owner of each lot 1 through 4 shall have the sole right to select the builder of their home.

2.12D FAILURE TO ACT. In the event the Architectural Review Committee fails to render its decision with respect to any proposed work within 10 days granted in Section 2.12A, the Committee shall conclusively be deemed to have consented to the proposal.

2.12E EFFECTIVE PERIOD OF CONSENT. For items requiring Committee consent, the Architectural Review Committee consent shall be revoked after one year of issuance unless work has been commenced or the Lot owner has applied for and received an extension of time from the Architectural Review Committee.

3.0 ENFORCEMENT

3.1 GENERAL PROVISIONS. The Developer of the Property shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens, and charges now or hereinafter imposed by the provisions of the SANDY RIM design or any SANDY RIM declaration. Failure by any such person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any reference to the authority to enforce any provisions of these declarations may apply either to the Developer or his assigns whichever authority has enforcement rights at such time as they may be exercised.

3.2 VIOLATION OF SANDY RIM DECLARATIONS BY NON-QUALIFYING IMPROVEMENT. In the event any Lot owner constructs or permits to be constructed on his Lot, an improvement contrary to the

provisions of the SANDY RIM declarations, or in the event any Lot owner maintains or permits any improvement, condition, or thing on his Lot contrary to the provisions of the of the SANDY RIM declarations, the developer may no sooner than 60 days after delivery to such Lot owner of written notice of the violation enter upon the offending Lot and remove the cause of the violation, or alter, repair or change the item which is in violation of such declaration in such manner as to make it conform thereto. The developer may charge the Lot Owner for the entire cost of the work done by him pursuant to this section. Such amounts shall become payable upon delivery by the Developer to the Lot Owner notice of the amount due.

- 3.3 RIGHT OF ENTRY. The Developer or any appointee authorized by the Developer may at any reasonable time and from time to time at reasonable intervals enter upon any Lot within the Property for the purpose of determining whether or not the use of such Lot or any improvement therein is then in compliance with the design or any SANDY RIM declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action by the Lot Owner or occupant of such Lot.
- 3.4 INTEREST. Any amount not paid to the developer when due in accordance with the design or in any SANDY RIM declaration shall bear interest from the date due until paid at the rate of 12% per annum.
- 3.5 EXPENSES AND ATTORNEY FEES. In the event the Developer shall bring any suit or action to enforce any provision contained in the SANDY RIM design or in a SANDY RIM declaration to collect any money due to it thereunto, or to foreclose a lien, the defendant in such suit or action shall pay to the Developer all costs and expenses which the developer shall incur in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable, as attorneys fees therein, including attorneys fee incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.
- 3.6 NON-EXCLUSIVENESS AND ACCUMULATION OF REMEDIES. Developer's pursuit of any remedy provided for the violation of any SANDY RIM design or declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunto or which is permitted by law. The remedies provide in the SANDY

RIM design plan and in any SANDY RIM declaration are not intended to be inclusive but shall be in addition to all other remedy including actions for damages or suits for injunctions or for specific performance available under applicable law.

3.7 MISCELLANEOUS PROVISIONS.

3.71 AMENDMENT AND REPEAL. The provisions of the SANDY RIM design plan may at any time be amended or repealed or provisions may be added at the discretion of the Declarant, so long as the Declarant has written approval of all Lot owners.

3.72 JOINT OWNERS. In any case where two or more persons share ownership of any Lot, regardless of the form of ownership the responsibility of such persons to comply with the provisions of the SANDY RIM declarations shall be joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

3.73 CONSTRUCTION, SEVERABILITY, NUMBER, CAPTION. The SANDY RIM declarations shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs. Nevertheless, each provision of the SANDY RIM declarations shall be deemed independent and severable and the invalidity or partial invalidity of any provision shall not effect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural and the plural shall include the singular. The masculine and neuter shall each include the masculine, feminine and the neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of the declarations.

3.74 NOTICES. Any notice permitted or required by the master design or any SANDY RIM declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:

If for plan review or other notices:

Tom Orth

Tom Orth Construction, Inc.
26951 S.E. Forrester Road
Boring, Oregon 97009

And

David Keller
7450 S.E. Cottrell Road
Gresham, Oregon 97080

Or to such other address as David Keller and Thomas C. Orth, their successors or assigns may designate as provided for in the declarations of the property.

If to a Lot Owner:

At the address given by him at the time of his purchase of a Lot or at the address of his Lot within the Property.

The address of any person may be changed at any time by notice in writing delivered as provided herein.

Declarant hereby declares that Lots 1 through 4, SANDY RIM shall be sold, held and conveyed subject to the above covenants, conditions and restrictions and easements all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and shall be binding on all persons having or acquiring any right, title or interest in the described properties or any part thereof and inure to the benefit of each Owner thereof.

In the witness whereof, Declarant has caused this instrument to be signed the day and year first above written.

Dated this 25 day of August, 2021

(Acknowledgement follows)

Tom Orth Construction, Inc.

[Handwritten Signature]

By: _____
Thomas C. Orth, President

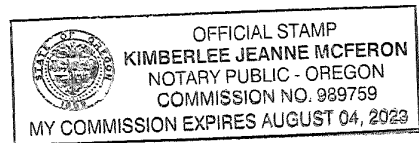
State of Oregon)

County of *Multnomah*)ss.

This instrument was acknowledged before me on 8-25-21,
20__ by Thomas C. Orth as President of Tom Orth Construction, Inc.

[Handwritten Signature]

Notary Public for Oregon
My Commission expires:



By: *[Handwritten Signature]*

David Keller

State of Oregon)

County of *Multnomah*)ss.

This instrument was acknowledged before me on 8-24,
2021 by David Keller.

[Handwritten Signature]

Notary Public for Oregon
My Commission expires: *8-4-23*

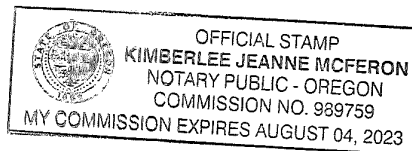


EXHIBIT "A"

Lots 1 through 4, SANDY RIM, City of Troutdale, Multnomah County, Oregon,
recorded in Book 1322, Page 41-42, Multnomah County Plat records.