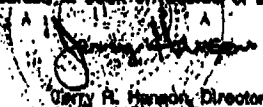


STATE OF OREGON  
County of Washington

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I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

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**ELLMAN COURT  
COVENANTS, CONDITIONS, AND RESTRICTIONS**

These covenants, Conditions and Restrictions (Hereafter referred to as "CC&R's) are made this 28 day of Dec 1998, by The Hollman Company, an Oregon Corporation. The Hollman Company adopts these CC&R's in order to insure architectural compatibility within the subdivision and to provide for minimum standards for the use and maintenance of lots and residences. These CC&R's shall run with the land and shall burden each lot in Ellman Court subdivision under the following terms and conditions. Also for the purposes of these CC&R's, the term "subdivision" shall mean all the property encumbered by these CC&R's.

**SECTION I: ARCHITECTURAL CONTROLS**

1) Before any structure may be constructed within the subdivision, the owner of the proposed construction site shall comply with these CC&R's. Failure to do so shall be deemed a violation of the CC&R's.

- (a) The architectural control committee, hereinafter
- (b) Referred to as "The ACC", shall consist of The Hollman Company and R.J. Veenker Inc and Veenker Homes.

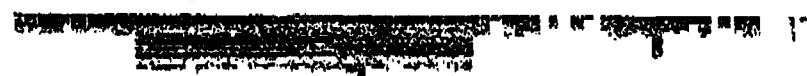
1.2) Any subdivision lot owner who intends to build or have built a residence shall submit the following to the ACC:

- (a) A proposed site plan showing the location, layout, dimensions and configuration of the proposed structure, as well as utility connections, drainage, grading plan, finished floor elevations and building elevations.

RETURN TO:  
CHICAGO TITLE  
10001 SB SUNNYSIDE ROAD  
CLACKAMAS, OR 97015

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- (b) A proposed building plan and supporting drawings, showing the style and design of the proposed residence including the type of exterior materials and colors to be used.

**1.3)** Within fifteen (15) days after submission of the plans described in Section 1.2 to the ACC, the lot owner shall be informed in writing as to the plans acceptability. If any aspect of the plan does not conform to the ACC's development concept for the subdivision, the lot owner shall revise and resubmit the plans until conformity with the development concept is reached and the plans are approved by the ACC.

**1.4)** The ACC shall have the exclusive right and authority to establish the subdivision's development concept. The concept must, however, be consistent with these CC&R's, zoning restrictions, and other governmental controls which pertain to this location. The development concept may be modified from time to time and may vary from lot to lot within the subdivision.

**1.5)** After approval of the plan, the lot owner may begin construction in accordance with the plans. Construction not in conformity with the plans shall be deemed a violation of these CC&R's.

**1.6)** If, after inspection, The ACC believes any construction is not in agreement with the approved plans, it may halt construction, without court order, and may require, without court order, that corrective action be taken before construction can continue. The ACC shall not be liable for any damages, delays or inconveniences caused by its inspection, whether or not these inspections results in the discovery and correction of any un-approved work.

1.7) The ACC reserves the right to waive, in its sole discretion, any of these CC&R's when, in its reasonable judgment, such waiver will not cause a significant deviation from the subdivision's development concept. However, any such waiver must be in writing and signed by two members of the ACC. A waiver given to one lot owner does not entitle other lot owners to a similar waiver.

**SECTION II: USE AND MAINTENANCE OF PROPERTY**

2.1) All lots in the subdivision shall be for residential use only. No business venture shall be conducted in or about any property in the subdivision except for:

- (a) Builders, temporary sales offices or model homes and
- (b) One room offices which are not designated by exterior signs.

2.2) Each lot owner in the subdivision shall be responsible for the exterior maintenance, repair and landscaping on his property. Maintenance is to be done in accordance with usual community standards for residential subdivision, striving to keep the natural aesthetics of the property. No owner shall permit the growth of noxious or annoying weeds on his property. Within six months of occupancy of any house erected or constructed in Ellman Court, the front yard of the lot upon which said house is being erected or constructed shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the ACC. Rear and side landscaping shall be installed within 6 months following the occupancy of the house.

2.3) No boat, motor home, mobile home, camper, trailer, or recreation vehicle shall be kept in open public view in the subdivision. Such vehicles must be stored in a garage or in

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the side or backyard screened from public view and not extending beyond the front of the home.

**2.4)** Single family dwelling units shall have a total living area of not less than 1,600 sf (exclusive of porches, decks and garage).

**2.5)** All structures within the subdivision shall have cedar shake, composition shingle, or tile roofs, and be of double wall construction. All windows shall be wood, vinyl, or bronzed or white aluminum. If aluminum windows are used, a trim molding of wood shall be required surrounding each window. All exteriors shall be sided with cedar, brick, stucco or such other wood as may be deemed acceptable by the ACC.

**2.6)** Easements as shown on the subdivision plat or as otherwise recorded shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement at his expense, except for improvements for which a public authority or utility is responsible.

**2.7)** No disabled or dismantled vehicle shall be kept on any street or lot in public view for more than forty-eight (48) hours in accord with Sec. 5-3.16 of the City's Uniform Traffic Ordinance pertaining to abandoned vehicles. No animals, livestock or poultry of any kind shall be kept on any subdivision lot, however, dogs, cats, and other household pets may be kept if in compliance with local controls and if they are not kept for any commercial breeding purposes.

**2.8)** All refuse shall be kept in sanitary containers and shall not be dumped in the subdivision.

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**2.9) No trailer, van, bus, camper, truck, tent, garage, or storage structure located in the subdivision shall be used as a residence, either permanently or temporarily, furthermore, on-site vehicle parking shall be maintained to provide two enclosed parking spaces and two open parking spaces.**

**2.10) No outside antenna shall be erected without ACC approval.**

**2.11) Solar collectors must be approved by the ACC.**

**2.12) No sign of any kind shall be posted on any lot except for one sign advertising the property for sale or rent.**

**2.13) All perimeter fencing shall be a uniform design of materials and application. The boards shall be applied in a good neighbor type design. The height shall not exceed six feet. Plantings or site obscuring fences shall not be placed in the front yard or side Lot line forward of the building lines.**

**2.14) A six-ft tall cedar board fence shall be constructed along the perimeter of the subdivision (excluding Ellman Lane frontage). Said fence construction shall be accomplished no later than the time of issuance of an Occupancy Permit for the fourth lot within the subdivision.**

**2.15) Tract B shall be platted as a part of Lot 8 as a public recreational easement area, and no park improvements are required thereon. In addition, a separate easement shall be recorded for Lot 8 at the time of final plat recording. Said easement shall include a description of the easement's purpose, i.e. recreation and open space to preserve the existing native trees, vegetation and landscaping for public use and enjoyment, with maintenance of the easement to be the responsibility of the owner of Lot 8. The applicant shall provide a copy of the recorded easement to the City Recorder prior to issuance of a Building Permit for Lot 8.**

**2.16)** Landscaping for Tracts A (adjacent to Lot 1) and the public recreational easement area on Lot 8 shall be installed prior to occupancy of future housing on any subdivision lot. Street trees shall have a minimum trunk diameter of 1 ½-inch at time of planting, which shall occur within 90 days from occupancy of each individual lot. Project landscaping shall be properly maintained to exist in a healthy condition at all times. The applicant or his successors shall be responsible for replacing dead plant material whenever the need arises.

**2.17)** No trees shall be removed until each lot is individually approved for Building Permit by the Design Review Board.

**2.18)** A Tree Removal Permit shall be required prior to any tree removal within the project. Said permit application shall comply with the tree protection measures specified in the City's Tree Removal Ordinance No. 189-97. and no trees shall be removed until each lot is individually approved for Building Permit by the Design Review Board.

**SECTION 3: GENERAL PROVISIONS OF THE CC&R'S**

**3.1)** These CC&R's shall run with and burden each of the subdivision lots to the benefit of any party who holds any right, title or interest in any lot.

**3.2)** These CC&R's shall run permanently with the land with respect to properties within Ellman Court.

**3.3)** Any modifications, repeal or amendment to these CC&R's must be executed and recorded by The ACC as long as The Hollman Company holds title to any lot in the subdivision or is still in the process of exercising architectural control per Section 1. Other modification, repeal or amendments can only happen after The ACC has fulfilled its


architectural responsibilities and The Hollman Company no longer holds legal title to any lot and only if eighty percent (80%) or more of the lot owners sign and record a written instrument.

3.4) Notwithstanding the provisions of Paragraph 3.2 and 3.3, The ACC's obligation to review plans pursuant to Section 1 of these CC&R's shall expire when The Hollman Company has fulfilled its responsibility of plan reviews for all lots.

3.5) The CC&R's are enforceable by any lot owner in the subdivision. If legal proceedings of any type are begun so as to enforce these CC&R's or to seek damages for any CC&R violations, the prevailing party shall recover reasonable attorney fees as determined by the trial or appellate courts.


IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set his hand the 28 day of December, 1998.

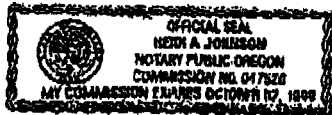
Declarant: The Hollman Company

  
\_\_\_\_\_  
Gerald L. Veenker, President

State of Oregon, County of Washington, on this 28 day of December, 1998 personally appeared Gerald L. Veenker, who being duly sworn did say that he is the President of The Hollman Company and that said instrument was signed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed before me:

Notary Public for Oregon  
My Commission Expires:

  
\_\_\_\_\_  
10/2/99



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