

Clackamas County Official Records  
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AFTER RECORDING RETURN TO:  
Pacific Edge Development, Inc.  
P. O. Box 7428  
Stockton, California 95267-042819

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
TWIN MEADOWS ESTATES  
MOLALLA, OREGON**

THIS DECLARATION made this 25th DAY of JUNE, 2018, by PACIFIC EDGE DEVELOPMENT, INC. a California Corporation ("Declarant").

**RECITALS**

Declarant is the owner of all the real property described as follows: Lots 1 thru 30, TWIN MEADOWS ESTATES, in the City of Molalla, County of Clackamas, State of Oregon (the "Property"), and desires to create thereon a subdivision to be known as Twin Meadows Estates, with permanent roadways, utility installations and open spaces for the benefit of such community.

NOW, THEREFORE, the Declarant declares as follows:

**ARTICLE 1**

**DEFINITIONS**

**1.1** "Declaration" shall mean the covenants, restrictions, and all other provisions set forth in this Declaration of Covenants and Restrictions for Twin Meadows Estates.

**1.2** "Declarant" shall mean and refer to Pacific Edge Development, Inc. a California Corporation and its successors or assigns.

**1.3** "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated upon the Property designed and intended for use and occupancy as a residence by a single family.

**1.4** "Lot" shall mean and refer to each and any of Lots 1 thru 30, Twin Meadows Estates, City of Molalla, and Clackamas County, Oregon.

1.5 "Occupant" shall mean and refer to the occupant of a Living Unit who shall be the owner, lessee or any other person authorized by the owner to occupy the premises.

1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.12 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations contained herein.

## ARTICLE 2

### USE RESTRICTIONS; ARCHITECTURAL CONTROLS

#### AND MAINTENANCE RESPONSIBILITIES

**3.1 Architectural Controls.** Before any structure may be constructed within the Property, the owner of the proposed construction site shall comply with these Declarations. Failure to do so shall be deemed a violation of the Declaration.

**3.2 Exercise of Architectural Controls.** Architectural control over any improvement within the Property shall be exercised by Declarant so long as Declarant owns any property within the Property.

**3.3 Approval of Plans.** Before construction may begin on any Lot, the Owner of that Lot shall submit the following to Declarant for architectural review and approval:

**3.3.1** A proposed site plan showing the location, layout, dimension and configuration of the proposed structure as well as proposed landscaping and fencing.

**3.3.2** A proposed building plan and supporting drawings, showing the style and design of the proposed residence, including the type of exterior material and colors to be used.

**3.4 Architectural Guidelines.** All construction shall meet the following guidelines:

**3.4.1 Use of Lots.** All Lots shall be used only for residences.

**3.4.2 Driveways, Walks, Landscaping & Fencing.** All new Driveways shall be of concrete slab construction only. The drive surface shall be finished with a broom finish or exposed aggregate. Not more than seventy percent (70%) of any Lot shall be covered with in impervious material; impervious materials include all structures, decks, patios, pools, driveways, and the like. All fences shall be constructed principally of wood, vinyl, or approved masonry to maintain the aesthetic quality of the community. (No front yard chain link fencing allowed) Rear yard landscaping is to be installed within 9 mos. of occupancy or fenced as to shield from view of adjacent properties. Each builder shall construct five (5) foot concrete sidewalks on street frontages of said Lot. Each

residence shall be required to have front yard landscaping with automatic sprinkler system, which shall be completed within 6 months of occupancy.

**3.4.3 Private Landscape Maintenance Agreement.** Landscape area between the public sidewalk and fence along Toliver Road, Lot's # (16, 17, 3, 1) and Lot's# (25, 20, 26). are to be irrigated and maintained by each Lots' property owner.

**3.4.4 Private Access Maintenance Agreement.** Private Access roads, Lot's # (1, 2,10,11,12,14,15,16,21,22,20 & 25) are responsible for the care and maintenance of said driveway access roads as recorded in document "Private Access Maintenance Agreement" recorded May 18, 2018.

**3.4.5 Garages & Parking Restrictions.** Each single-family residence shall include a garage as an integral part of the residence designated to enclose a minimum of one and maximum of three vehicles. All allowable vehicles are to be parked on hardscape such as concrete driveway/concrete pad /garage or street parking. At no time are vehicles to be parked on any portion of the Lot other than designated parking areas.

**3.4.6 Decks, Patios & Detached Buildings.** All buildings, covers for decks and patios must be of complementary design and be constructed of similar materials and colors as the Living Unit.

**3.4.7 Exterior Siding & Color.** All exterior siding shall be cedar, redwood, or wood in a tongue and groove, lap siding, or a hardboard / concrete lap siding. All exterior colors must be initially approved by Declarant and may not be materially changed by an Owner.

**3.4.8 Roof Materials.** All roofs shall be of wood shingle, wood shake, tile, or 25-year architectural shingle. A minimum four in twelve pitch shall be required.

**3.4.9 Animals.** No animals of any kind shall be kept on any Lot except household pets allowable per City and/or County Code. It is agreed that no household pet shall be allowed to interfere with the quiet enjoyment of other residents of the Property, nor will any household pet be permitted to run at large. Owners and Occupants must keep animal waste clean at all times as to not cause a nuisance to surrounding Lots.

**3.4.10 Storage, Accessories, Buildings & Structures.** Storage or accessory buildings (such as dog houses, tool sheds, buildings or enclosures surrounding firewood, garbage or barbecues, non-portable pools, and non-portable or affixed outdoor furniture, such as swings, backstops, picnic tables, barbecues, arbors, jungle gyms, hot tub etc.) shall be reasonably placed away from curbside view and at no time should said structure distract from the view of neighboring Lots.( All changes or additions are subject to local codes, City of Molalla, Clackamas County review and approval process)

**3.4.11 Outside Receptors.** Satellite TV systems, exterior radio and television antennas or other receptors shall be permitted provide that it does not exceed standard residential size.

At no time should said structure distract from the view of neighboring Living Units. Any outside receptors shall not violate any city or county codes or ordinances.

**3.4.12 Heat Pumps & Air Conditioners.** Placement of heat pump and condenser units shall receive special consideration to provide visual screening and noise attenuation to the neighboring Living Units and areas. Use of solar heating systems and solar panels is acceptable, providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design.

**3.4.13 3.13 Completion Rule, Minimum Requirements.** Design consideration shall be given to maintain compatibility to the natural setting without dominating the surrounding Living Units and area. Living Units shall be a minimum square footage, as follows: (a) single family detached Living Units (one story); 1,600 square feet; (b) single family detached Living Units (two story); 1,600 square feet. Any dwelling with appurtenances constructed shall be completed within one year after commencement.

**3.4.14 Mailboxes & Newspaper Receptacles.** Mailboxes and newspaper receptacles shall be of the standard design initially approved by the Declarant and/or the US Postal Service or any other governing agency.

**3.4.15 Trucks and Recreational Vehicles.** All of the following items are subject to local codes of the City of Molalla, County of Clackamas. No commercial vehicles, motor homes, trailers, boats, or similar recreational vehicle shall be parked in the driveway, Lot or street that shall block, obstruct, or become a nuisance to any surrounding property. However, those vehicles may be kept, within an owner's enclosed garage, or behind rear yard fencing screened by similar fencing material, which screened area must completely screen that vehicle from street level view. No vehicles of any kind shall be parked on any portion of the Lot or street while such vehicles are in a state of disrepair.

**3.4.16 Signs.** Any signage shall comply with all City of Molalla and County of Clackamas codes and ordinances. No signs shall be erected or displayed on any Lot, Living Unit or street right of way except for one sign no larger than six inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 18 inches by 24 inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon the sale or rental of the Lot or Living Unit. (Declarant and his Agents may install temporary model home signs/ flags/ for sale signs, while marketing subdivision)

**3.4.17 Commercial Activity.** No business or commercial activities of any kind shall be carried on in any Living Unit or on any other portion of the Property, except activities relating to the sale or rental of Lots or Living Units, or other activities allowable under City/County ordinances. This provision, however, shall not be construed so as to prohibit an Owner from maintaining their professional personal library, keeping records and other things incidental to a business or profession conducted elsewhere.

**3.4.18 Nuisances.** No weeds, underbrush, high grass or other unsightly growth shall be permitted to grow or remain upon the premises and no refuse pile or unsightly objects shall be placed or suffered to remain anywhere thereon. All front and back yard landscaping are to be cared for at all times to maintain the aesthetic quality of the community. Trash receptacles are to be removed from curbside within 24 hours of garbage removal day and placed as to not be visible from the street. Holiday Decorations shall be taken down within 2 months of the Holiday.

**3.4.19 Building Codes.** Compliance with building codes and other requirements established by the applicable governmental authorities are the responsibility of each owner.

**3.4.20 Temporary Structures.** No mobile or modular type homes will be permitted, except those used during the sales and construction period of the subdivision.

## ARTICLE 4

### GENERAL PROVISIONS

**4.1 Covenants to Run With the Land.** These covenants and restrictions shall run with and burden each of the Lots to the benefit of any party who holds any right, title or interest in any Lot.

**4.2 Term.** Unless extended, revised or repeated, this Declaration shall expire after thirty (30) years. This Declaration may be extended by recording, within sixty (60) days of the expiration date, a written instrument signed by 80% or more of the Owners, which states their intention to extend the Declaration's life. Any extension must be for minimum of two (2) years and a maximum of ten (10) years. The same procedure shall apply for successive extensions.

**4.3 Modification, Repeal or Amendment.** Any modification, repeal or amendment to this Declaration must be executed and recorded by Declarant, as long as Declarant holds legal title to any Lot or is still in the process of exercising architectural control per Section 3.2. Other modifications repeal or amendments can only occur after Declarant has fulfilled its architectural responsibilities and no longer holds title to any lot and only if 80% or more of the then lot owners sign and record a written instrument.

**4.4 Declarant's Control.** Notwithstanding the provisions of Sections 4.2 and 4.3, Section 3.3 of this Declaration shall expire when Declarant no longer has legal title to any Lot and has fulfilled its responsibility of plan review. After that time, neither Declarant nor anyone else shall have the right to architectural review, except as to the enforcement provisions of Section 3.

**4.5 Limitation of Liability of Declarant.** Neither Declarant, nor any officer, director or employee thereof shall be liable to any Owner or on account of any action or failure to act of Declarant in performing its duties or rights thereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

**4.6 Attorney Fees.** This Declaration is enforceable by any Owner. If legal proceedings of any type are begun so as to enforce this Declaration or to seek damages for any violation hereunder,

the prevailing party shall recover reasonable attorney fees, as determined by the trial or appellate courts.

ARTICLE 5

DECLARANT'S SPECIAL RIGHTS

5.1 Declarant's Special Rights. Until the Living Units on all Lots on the Property have been constructed, fully completed and sold, the Declarant shall have the following special rights:

5.1.1 Sales Office and Model. The Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

5.1.2 "For Sale" Signs. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property.

IN WITNESS WHEREOF, the undersigned being Declarant, has executed this instrument this 28<sup>th</sup> day of June, 2018.

PACIFIC EDGE DEVELOPMENT, INC.

By: [Signature]
Schyler J. Eto, President

STATE OF OREGON )
County of Marion ) ss.

On this 28<sup>th</sup> day of June 2018, before me Debbie Lathrop, a notary public in and for said state, personally appeared Schyler Eto, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
State of Oregon
My commission expires: 1/21/2019

