

PREMIER
title of oregon



00068110201200120960070075

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.



Dana W. Jenkins, Lincoln County Clerk

RECORDING COVER SHEET

Per ORS 205.234 this cover sheet has been prepared and attached to the instrument for record. Any errors in this cover sheet do not affect the transaction(s) contained in the instrument itself.

NAME OF TRANSACTION: DECLARATION

DECLARANTS: GARY L. WIEBE AND ANN M. WIEBE

AFTER RECORDING RETURN TO:
MR. AND MRS. GARY L. WIEBE
P.O. BOX 762
WALDPORT, OR 97394

10, 20, 30, and 40 Cape Ranch Road

These covenants, conditions, restrictions, and reservations shall run with and attach to the land and shall inure to the benefit of and be enforceable by the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

This Declaration shall attach to and run with the land, SEE ATTACHED EXHIBIT "A". The owner of any lot or lots shall be entitled to institute and prosecute any proceedings at law or equity against the person or persons violating or threatening to violate any term or provision of this Declaration. Failure of any lot owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In the event an action, suit, or proceeding is brought to enforce the terms of this Declaration, the losing party shall pay to the prevailing party such sum as the court may adjudge reasonable as attorneys' fees in both the trial and appellate courts in said suit or action.

It is expressly agreed that if any covenant, condition, or restriction herein contained or any portion thereof is invalid or void, or deemed so by a court of competent jurisdiction, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained herein.

Police, fire and other public safety ordinances of any municipal corporation or political subdivision having jurisdiction over any portion of the lots shall govern where more restrictive than these covenants and restrictions.

Any or all of the described restrictions may be waived with the written approval of all other plat property owners. Ongoing cost of driveway maintenance shall be shared by all owners except Parcel 2 P P 2007-33 which shall be accessed by "Cape Ranch" road only and has no access from ingress/egress/utility easement(s) of said plat.

COMMON AREAS STREETS

No heavy hauling or other commercial vehicles shall be permitted to use such roadways, except during construction of improvements, or for emergency purposes.

No owner shall be permitted to locate any fence, hedge or other screening material in such a manner as to impair traffic visibility at intersections or to otherwise create a traffic hazard.

All easements, whether for ingress and egress or for utilities, are hereby dedicated and conveyed by deed.

RESTRICTIONS ON USE OF PROPERTY

No buildings shall be erected, altered, or placed on any lot other than one detached single family dwelling and accessory structures. All structures shall be in conformity with applicable municipal ordinances and the provisions of the Declaration.

All lots shall be used, improved, and devoted exclusively for residential use.

No animals excepting domestic pets shall be permitted, provided said pets are not permitted to run at large and are not kept, bred, or raised for commercial purposes.

10, 20, 30, and 40 Cape Ranch Road

No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity or to unreasonably interfere with the use or enjoyment of such property by its occupants.

It shall be the duty of the owner or occupant of any lot to improve and maintain in proper condition the area between the property line and improved area of the street, including installing and maintaining parking bays within said area. No trucks, campers, trailers or boats shall be parked or permitted to remain in said area for more than a 72 hour period on an occasional basis.

No lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. Garbage and other wastes shall be kept in sanitary containers. No incinerators or fire pits allowed.

Parking of boats, RV's, trailers, campers, and other such recreational equipment owned by the homeowner is allowed. Said vehicles and vessels shall be properly licensed and/or registered at all times and shall be kept in neat, clean, and operational condition so as not to present an unsightly nuisance to adjacent homeowners and are not allowed to be left standing, sitting, or parked on any easement. In addition, such vehicles and/or vessels may not be parked or stored on any side or rear yards unless surfaced for such traffic. Professionally fitted covers are permitted, tarps are prohibited.

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

The owner of each lot is responsible to prevent wind or water caused erosion and shall make no use of property or allow property to be in such condition as to cause to precipitate erosion on his lot or on a lot of another.

No mechanical vehicles, including trail bikes, motorcycles, motor scooters, go-carts and four wheel vehicles, may operate upon any lot except for parking on the driveway or other parking areas.

No signs or other advertising device of any character shall be erected on any lot or maintained upon part of any lot except one sign advertising a lot or building for sale.

After original conveyance, all lots shall prior to and after the construction of improvements thereon, be kept in a neat and orderly condition. All lots shall be maintained in a manner to prevent the creation of a nuisance or fire hazard.

No lot shall be further subdivided or separated, and no portion less than all of any such lot, or any easement or other interest herein, shall be conveyed or transferred by an owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

No lot shall be allowed to either permanently or temporarily use or install any antennae or structure(s) for radio/television/communications devices except that small, less than 36", "dish" type receivers may be used (2 maximum) @ each dwelling unit.

Each owner shall keep all lots owned by him and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

10, 20, 30, and 40 Cape Ranch Road

All residences constructed upon any lot shall be site-built dwellings. Mobile homes, modular homes, manufactured homes and any other type of structure either wholly or partially assembled off-site for placement on-site are strictly prohibited except that "panelized" construction is allowed.

SPECIAL RESTRICTIONS

No planting(s) or natural vegetation shall be allowed in excess of 25' height above top of electrical transformer located @ corner of parcel 2 of P.P. 2007-33 except that future parcel 4: (highest parcel), shall be allowed to exceed this requirement.

Parcel 2 shall be permitted structure height of 22' above top of electrical transformer @ SE corner of same parcel.

UTILITY EASEMENTS

Utility easements as marked on plat hereby created, upon, across, over, through, for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewer, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, residences providing such company restores disturbed areas to the conditions in which they were found. This easement shall in now way affect any other recorded easements of said premises.

REMEDY FOR VIOLATIONS

Violation of recorded deed restrictions may be remedied through civil action.

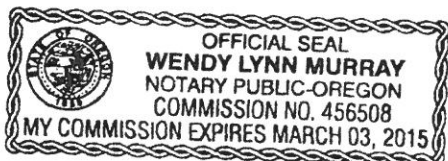
Gary L. Wiebe
Gary L. Wiebe

Ann M. Wiebe

STATE OF *Oregon*)
COUNTY OF *Multnomah*) ss.

The foregoing instrument was acknowledged before me this 15 day of November, 2012 by Gary L. Wiebe and Ann M. Wiebe.

Wendy Murray
Notary Public in and for the State of *Oregon*
My appointment expires: *03/03/2015*



Gary L. Wiebe

Ann M. Wiebe

Ann M. Wiebe

STATE OF

)

COUNTY OF

) ss.

)

The foregoing instrument was acknowledged before me this 9th day of November, 2012 by ~~Gary L. Wiebe~~ and Ann M Wiebe.

Josie E Thompson

Notary Public in and for the State of

My appointment expires: 5-13-13



OFFICIAL SEAL
JOSIE E THOMPSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 439272
MY COMMISSION EXPIRES MAY 13, 2013