

After recording please mail to:  
Community Development Department  
City of Newport  
169 SW Coast Hwy  
Newport, OR 97365

Lincoln County, Oregon  
08/29/2024 01:11:01 PM  
DOC-COV  
2024-06033  
Cnt=1 Pgs=2 Stn=4  
\$10.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$98.00



00244495202400060330020020

I, Amy A Southwell, 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.



Amy A Southwell, Lincoln County Clerk

## DECLARATION OF REAL COVENANT

CGC III, L.L.C. (B)

~~We~~ the undersigned owner(s) of real property in the City of Newport, County of Lincoln, State of Oregon, described as follows:

Lots 1, 2, and 3, STEWART'S ADDITION TO NYE AND THOMPSON'S ADDITION TO NEWPORT, being a subdivision of Lot 1 in Block 5 in Nye & Thompson's Addition to Newport, in the City of Newport, County of Lincoln and State of Oregon.

for and in consideration of Building Permits No. 625-22-000385-STR, 625-22-000385-DWL-01, and 625-22-000385-DWL-02, granted by the City of Newport for the establishment of two (2) commercial units, four (4) apartment residential dwelling units, and four (4) clustered single-family residential dwelling units that extend onto portions of the above described real property, hereby covenant and agree for themselves and their heirs, successors, grantees, and assigns, that:

*Lots 1, 2, and 3, STEWART'S ADDITION TO NYE AND THOMPSON'S ADDITION TO NEWPORT, as described herein, upon which two (2) commercial units, four (4) apartment residential dwelling units, and four (4) clustered single-family residential dwelling units are to be located, may not be sold or otherwise transferred independent of each other. This restriction shall remain in effect until the property lines are adjusted and/or removed such that the dwelling units comply on a per lot basis with building code setback, parking, and utility service requirements of the Newport Municipal Code, at which time the City will release this covenant.*

It is understood and agreed that this covenant runs with the land and shall be binding on all parties and all persons claiming under them.

The undersigned have executed this agreement on the 29 day of August 2024.

[Signature]  
CGC III, L.L.C., an Oregon  
Limited Liability Company

By: Cathal A. Blake  
Its: Agent

STATE OF OREGON            )  
  ) ss.  
County of Linn                )

This instrument was acknowledged before me on Aug 29, 2024, by  
Cathal A. Blake  
Agent of CGC III, L.L.C.

[Signature]  
Notary Public – State of Oregon

