

DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS AND RESERVATIONS FOR KEENEY ESTATES

The undersigned, being the Owner/Developer of all of the privately owned land included within the boundaries, described in Exhibit A attached, and known as the Keeney Estates, hereby adopts the following Declaration of Conditions, Protective Covenants and Reservations.

The following Declaration of Conditions, Protective Covenants and Reservations shall be binding on all that property described in Exhibit A and inure to the benefit of all those tracts, and/or parcels that are created upon said land.

Declarant plans to create tracts, parcels and/or lots on the land so that the overall density does not exceed 14, 9-36.26 Acre parcels per the 238 acres of land. It is the intention of the Declarant to develop Keeney Estates as a subdivision.

NON-PROFIT ASSOCIATION

It is the intention of the Owner/Developer (or Declarant) to form a non-profit association called "The Keeney Estate Homeowner's Association" to serve as the representative of the owners with respect to the assessment, collection and application of all charges imposed hereunder, the enforcement of all covenants contained herein, and the creation, operation, management and maintenance of the facilities and services referred to hereinafter, as well as the roads, boundary fences, any water systems, pond, and common use areas.

After seventy-five (75%) percent of the parcels within the Keeney Estates have been sold by the Owner/Developer (or Declarant), then all rights, privileges, powers, duties and authority of the Owner/Developer (or Declarant), subject to the provisions of paragraph 4.1, voting rights, contained in these reservations and Protective Covenants shall thereupon vest in the Association. After said transfer when the term "Owner/Developer" (or Declarant) is used, it shall be taken to mean the "Association". When voting on any matters pertaining to these Covenants, there shall be one (1) vote for each parcel owned.

Now therefore, Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants and conditions, all of which are in furtherance of such plan and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof and maintaining a uniform and stable value, character, architectural design, use and development of the property. All of the easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each successor in interest of such owners.

ARTICLE I DEFINITIONS

- 1.1 "Association"** shall mean Keeney Estates Homeowners' Association.
- 1.2 "Board of Directors" or "Board"** shall mean the duly elected and qualified members of the Board of Directors of the Association.
- 1.3 "Common Easement Area"** shall mean all of the Premises over which an easement has been granted herein to the Association for use by the Association and its members and the owners in common.
- 1.4 "Declarant"** shall mean Dale Martin, as Personal Representative of the Estate of Nelda Martin, P. O. Box 161, Long Creek, OR 97856.
- 1.5 "Declaration"** shall mean this Declaration of Conditions, Protective Covenants, and Reservations for Keeney Estates and as it may, from time to time, be amended or supplemented,
- 1.6 "Guidelines"** shall mean design guidelines which may from time to time be adopted and published by the Review Committee, together with the Declarant and the Association to set forth procedures for review of plans and standards and criteria which Declarant expects to follow, and expects the Association to follow, in reviewing proposed development(s) within the Premises.
- 1.7 "Improvements(s)"** shall include, but not exclusively, all buildings, outbuildings, bridges, roads, trails, pathways, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, septic tanks, springs, ponds, ditches, viaducts, planted trees and shrubs, poles, signs, and all other structures, installations and landscaping of every type and kind, whether above or below the land surface.
- 1.8 "Capital Improvement(s)'** shall mean an improvement of two or more interdependent improvements of a substantial nature benefitting the Association, Common Easement Area or Premises as a whole which, when undertaken, may reasonably be anticipated to require a projected expenditure by the Association of a total amount greater than \$20,000 or such equivalent amount as proportionately adjusted from the date hereof to correspond to variations in the index for U.S. Wholesale Prices.
- 1.9 "Occupant"** shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of a Parcel with the permission of the Owner.
- 1.10 "Owner"** shall mean any persons or entity which is the record owner of fee simple title of any Parcel including buyers under a contract for deed, but excluding any entity or person who holds such interest as security for the payment of an obligation, other than a contract seller, Mortgagee, or other such security holder in actual possession of the Parcel.
- 1.11 "Parcel"** shall mean each tract or Lot as shown and numbered on the Final Plan of Keeney Estates, and any other maps or plans adopted by the Declarant and the Association.
- 1.12 "Premises"** shall mean and refer to all of the lands included in the description in Exhibit A as well as such additions as may hereafter be annexed thereto by Declarant in accordance with the terms hereof.
- 1.13 "Project"** shall mean the organization, division, improvement, operation and

sale of Property in Keeney Estates as a Rural Residential Subdivision, together with any additions of land or other property as may hereafter be annexed thereto by Declarant.

- 1.14 "Record"**, "recording" and "recorded" or "recordation" , shall mean with respect to any document that recordation of said document in the office of the Clerk of Grant County, Oregon.
- 1.15 "Review Committee" or "Committee"** shall mean the Committee appointed by the Board of Directors of the Association whose function is to review and approve plans, specifications, designs, sites and locations of structures, landscaping, and other improvements to be constructed or erected on any Parcel.
- 1.16 "Road or Roads"** shall mean any street, highway, road, or thoroughfare within or adjacent to the Premises and shown on the master plan or maps adopted by the Declarant and any recorded plat, or record or survey.
- 1.17 "Sign"** shall mean any structure, device or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.
- 1.18 "Visibility"** shall mean, with respect to any given object on a Parcel that such object is/or would be visible to a person six (6) feet tall, standing on any part of any Parcel or other part of the Premises.

ARTICLE II [Reserved]

ARTICLE III PROPERTY RIGHTS; EASEMENTS

- 3.1 Easements Reserved by Declarant for Conveyance to the Association: Declarant hereby defines and reserves, for conveyance to the Association for its benefit and that of its members and the Owners in common, the following easements which shall define "Common Easement Areas";
- (a) An easement over, through and across each Parcel for the purposes whatsoever which are consistent with the intent of this Agreement including the erection, maintenance, use and repair of water wells, roads, streets, bridges, trails, ponds, ditches, fences, and other structures, utilities and improvements belonging to the Association.
 - (b) An easement over, through under and across all of the Premises (or part thereof) for the purposes of constructing, installing, using, maintaining and repairing driveways, wells, septic tanks and drain fields, excepting those areas of a Parcel where buildings or other structures are subsequently erected in conformance with these covenants. The Association shall be entitled to grant to any Owner the use of such easement over, under or across a portion of the Premises for the benefit of such Owner for the purpose of installing, operating, maintaining, repairing or replacing a driveway, water well, septic tank or drain field in a portion of this Parcel (or part thereof). Such Owners shall remain

responsible for all costs and expenses associated with the ownership, construction, operation, maintenance, repair or replacement of such facilities. Nothing stated herein shall give an Owner the right to an easement in the Premises for the foregoing purposes, and the decision to grant or refusal to grant such easement (s) as provided in this Section 3.1 (d) shall be solely within the discretion of the Association.

(c) Declarant does hereby convey by the recording of this Declaration the easements reserved above to the Association.

3.2 Common Easements. Declarant has, by separate instrument entitled "Conveyance of Common Easement Area", conveyed to the Keeney Estates Homeowner's Association, a non-exclusive easement for recreational purposes as described in the easement, which easement is intended by Declarant for use by the Association and by its members.

3.3 Repairs. Except for improvements owned by the Association or used by the Association for its benefit or that of its members, all maintenance, repairs, or replacement in any Parcel or on any structure thereon belonging to an Owner shall be at the expense of the Owner thereof. All damaged improvements shall be restored to substantially the same condition in which they existed prior to the damage. All maintenance, repairs, and replacements of the Common Easement Areas grounds and improvements shall be the common expense of the Association and all of the Owners.

3.4 Accesses. Accesses to lots shall be from the Martin Lane and Fayes Drive, and shall be constructed in a way that all access to lots off of Martin Lane and/or Fayes Drive must have no less than twenty-five (25) feet of area immediately adjacent to the common road or drive which shall be at the same level as the common lane or drive from which access is taken.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment. Each member shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Parcel. In the event, however, that there is a dispute among two or more Owners regarding the vote of a Parcel in which such Owners hold an interest, the Association, being duly notified in writing by any such interested Owner that the dispute exists, may appoint an officer of the Association or any independent party to cast such vote on behalf of the Owners of the Parcel in a manner as such officer, in his sole discretion and business judgment, may decide as being in the best interest of the Association and all Owners of such Parcel shall be deemed to have provided the

Association and such officer their proxy on such occasion.

ARTICLE V ASSESSMENTS

- 5.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Parcel owned within the Premises, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements or otherwise as hereinafter provided; and (3) that the annual and special assessments, together with interest, costs, and reasonable attorney's fees, if any, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal (joint and severable) obligation of the person or persons who was or were the Owner(s) of such Parcel at the time when the assessment fell due. Although such charges shall be a continuing lien upon the property until paid, the personal obligation for delinquent assessments shall not pass to the Owner(s)'s successors in title unless expressly assumed by them with the consent of the Association.
- 5.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Owners of Keeney Estates and the Association and for the establishment, improvement, maintenance and protection of the Premises and the interest of the Owners therein, and/or for property or facilities enhancing their use and enjoyment and/or the conservation of the natural amenities of the Premises.
- 5.3 Annual Assessments.** Annual assessments shall be determined by the Board of Directors in an amount estimated to cover the normal operating expenses of the Association for each year as determined in conformity with standard accounting practices, together with such additional amounts as may, in their reasonable judgment, be necessary to cover any past deficits from operations or to create reasonable reserves for the future cost of operations of the Association. Such annual assessments shall be payable in advance on a quarterly basis, due on the first day of January, April, July and October of each year. Method and due date of payment of annual assessments may be changed from time to time by the Board of Directors of the Association or Declarant. In no event shall the assessment exceed Five Hundred Dollars (\$500.00), plus a prorated share of taxes owed on any commonly owned easements or improvements, per annum unless at least sixty percent (60%) of the members shall concur.
- 5.4 Special Assessments.** In addition to the annual assessment to cover the Association's operating expenses, the Association, by an action of its Board, may levy, in any assessment year, special assessment(s) for the purpose of reserving or paying for, in whole or in part, the cost of any construction, reconstruction,

repair or replacement of a Capital Improvement of the Association or upon the Common Easement Areas including fixtures and personal property related thereto, and for such other purposes or projects benefitting the Association and its interest provided that any such assessment shall have the assent of two-thirds of the votes of the members voting in person or by proxy at a meeting duly called for this purpose. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment over a term of months or years subsequent to the date of such assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

5.5 Notice and Quorum for any Action Authorized Under Section 5.4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 of Article V shall be sent to all members not less than fifteen (15) days or more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or their proxies entitled to cast thirty (30) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held sooner than thirty(30) days following the preceding meeting.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed in equal amounts for all Parcels and may be collected on a quarterly basis; provided, however, when in the judgment of the Board, a Capital Improvement is of a nature that uniquely restores damages or provides value only to certain individual Parcels then, to the extent determined by the Board that such Improvements are not beneficial to the Association as a whole or to the Members or Parcels in general, such portion of costs which solely contribute to those certain individual Parcels may be pro-rated, scheduled and assessed among only those Owners or Parcels affected.

5.7 Annual Dues. The initial Annual Dues shall be Two Hundred Dollars (\$200.00) per parcel sold, payable in advance. It is further understood that during the initial development phases that the developer will be funding the improvements and upkeep of the subdivision. Therefore until the operation of the subdivision has been turned over to the Association, the Declarant may use these funds to supplement or reimburse his own costs for the operation, management, and maintenance of the subdivision.

5.8 Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Parcels on the first day of the month following the conveyance of the Parcel and shall be assessed on a calendar year basis. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period (each calendar year). Written notice of the

annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid.

5.9 Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate which shall be the greater of twelve (12) percent per annum or such lower rate as may be set from time to time by the Board of the Association. The Association may record a notice of lien against the property and bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a mortgage on real property, and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs, expenses and reasonable attorneys' fees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Easement Areas or abandonment of his Parcel.

5.10 Non-subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be superior and not subordinate to the prior lien of any first mortgage or prior recorded liens which are recorded after the date of the recording of this Declaration. Sale or transfer of any Parcel shall not affect the assessment lien, whether such lien arises prior to such sale or transfer, or thereafter becomes due.

5.11 Declarant Assessments.

For the purposes of assessments, any Parcel owned by the Declarant shall not be subject to the same assessments and provisions of Article V as on the Parcels of any other Owner. Assessments are not triggered on a parcel until it is sold by the Declarant.

**ARTICLE VI
PROTECTIVE COVENANTS: ARCHITECTURAL CONTROL**

6.1 Purpose.

The intent of Declarant in establishing the following protective covenants is to provide a uniform plan for the development of the Premises which will create, conserve and maintain the natural environment and present scenic and aesthetic quality of the Premises to the greatest extent compatible with providing use to the Owner for the development of single family residences together with such recreational pursuits which may be reasonably consistent with the natural environment of the Premises and its surroundings, and to further provide every practical and legal means to safeguard and protect the interest of all Owners and the value and stability of the Premises. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with surrounding properties so as not to impair or degrade property or aesthetic values.

6.2 Requirement of Review by Committee.

Except insofar as its duties may be

extended with respect to a particular area by the Association, the Committee shall review and approve or disapprove all plans and specifications submitted to it for any proposed Improvement.

No construction, improvements or alterations of any structure affecting the external appearance of any main building or secondary buildings and no driveways, parking areas, swimming pools, ponds, tennis courts, fences, walls, railings, artifacts, or other similar improvements and no wire, pipe, sewage disposal system, well, or walkway shall be made, erected, altered, placed or permitted to remain upon the Premises until a site plan and specifications showing the design, location, materials (s) and color(s) together with the name of the contractor shall have been submitted to and such site plan and specifications approved in writing by a Review Committee, which shall consist of three members appointed by the Board of Directors of the Association. In considering applications, the Committee shall use in its evaluation its established guidelines, which shall incorporate therein the principal guidelines required by Section 6.4 and individual site's characteristics. The total mood of such improvements should be one of relaxation, embodying the environment. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, exterior finishes and materials and similar features and the overall benefits and detriment to the surrounding area and Keeney Estates generally, but shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval thereof, particularly from the standpoint of structural safety, the engineering soundness or conformance of any Improvements with building or other codes.

6.3 Membership of Committee. At least two of the three members of the Review Committee shall be members of the Association or the persons representing the Declarant and it is suggested that at least one of the members have professional qualifications in the area of architecture, design or land planning.

6.4 Process of Review / Fee Schedule. The Committee shall review the final design of each application and will notify of its decision in writing within two (2) weeks of submittal to the Committee. If approved and a further plan review is not required, an approval is issued after payment of the application fee (see fee schedule below). After Committee approval, construction drawings for structures subject to the Uniform Building Code and County Zone Permits will be submitted to the Committee's inspector for a plan review. Upon notification by the inspector that the plans meet code, the Committee will issue its approval to begin construction. This review shall be completed within two (2) weeks of submittal to the inspector. Should the Committee not approve the plans as submitted, the applicant may submit an appeal to the Committee. The Committee shall have thirty (30) days to review the appeal and shall notice applicant in writing of its decision.

Fee Schedule:

- New single family home (requiring plan review and inspection)

- \$200.00 + \$50.00 plan check fee
- Additions and other structural alterations (less than 600 square feet in size) requiring plan review and inspection
\$125.00 + \$24.00 plan check fee
- Construction, improvements or landscaping not requiring plan review or inspections but simply architectural review for compliance with Covenants not to exceed \$50.00
- Variances \$25.00 plus direct costs

6.5 Guidelines. The Guidelines set forth the procedures and criteria for review of residences or other structures to be constructed or installed on the Premises. All drawings, plans and specifications for construction, reconstruction, alterations or remodeling must be complete and preferably prepared by a licensed architect or designer. All construction proposed must comply with the Uniform Building Code, National plumbing Code and the National Electrical Code. All improvements must be harmonious with the overall plan for the Keeney Estates. All plans, materials and specifications must be suitable to the site, adjacent properties and the neighborhood. All improvements must be compatible with surrounding properties so as to not impair or degrade property or aesthetic values. All structures shall be of good design, high quality materials and workmanship and be suitable for the purposes intended, reflecting a high quality structure. Failure to follow procedures or criteria set forth in the Guidelines as published shall form an adequate basis for rejection of the submitted site plan and specifications. All procedures and criteria shall be consistent with the intent of Section 6.2, the provisions of the Grant County Land Development Ordinances in particular, and with all zoning ordinances and state zoning statutes in effect at the time of the proposed improvements, and shall specifically require that:

- a) Exterior Surfaces.** The substantial portions of the exterior surfaces of all structures shall be natural wood tones, harmonizing with the surroundings. Natural colors, drawn from the surrounding environment should predominate the main body of the building. Houses should be stick frame structures with siding of cedar, log round or square or board and bat material that can be stained or painted. Steel or aluminum siding, plastic siding or asphalt siding are discouraged. Recognizing the progressiveness of the building industry, the Committee is open to considering new materials that can be utilized effectively in building while maintaining the aesthetic character of the community. Wall insulation should be rated to R-19 minimum.
- b) Foundations.** The overall building design should include the foundation as a cohesive part. It is recommended that accurate soil survey reports be obtained along with site specific conditions to ensure properly designed foundations. Unfinished exposed foundation walls between round level and exterior wall siding should be a maximum of twelve (12) inches. Foundation exposure over 12 inches should be finished with concrete or textured block masonry finish.
- c) Windows/ Doors.** Window and door casings may be natural, stained, painted wood, or painted metal. Unanodized aluminum is discouraged.

- Design should blend with the overall design of the house.
- d) **Chimneys / Fireplaces.** Chimneys, as strong visual element to the exterior of a building, must be considered in the overall design of the building. Wood stoves are acceptable, but chimneys and flues are to be designed to avoid smoke and fumes at ground levels during downslope wind. Natural stone, stucco, brick or wood enclosures are encouraged for exterior chimneys; exposed concrete block or galvanized metal chimneys are discouraged.
 - e) **Outside Lighting.** Outdoor lighting shall be permitted along walkways, decks, entryways and driveways that is consistent with the safety and security of the Association, Owners, and occupants. Accordingly, it shall be of a subdued nature, harmonious to the surroundings with minimal impact on the night sky, of reasonable candle power and generally shall be shaded so that the source of illumination is directed downward and is not directly visible and annoying to neighboring Parcels.
 - f) **Decks.** Decks should be designed as an integral part of the building and site design to avoid a "tacked-on" appearance. Low level decks should be skirted to grade. High level decks (which are impractical to skirt), should be designed so that the underside of the deck is pleasing.
 - g) **Garages / Parking.** No residence, garage, antenna or other structure constructed on the Premises shall exceed thirty (30) feet above the natural grade of the structure. Screened parking space shall be provided for cars, recreational vehicles, trucks, trailers, boats, tractors, busses, snowmobiles, or other mobile devices, so they may be properly housed and screened from sight of the roads, Common Easement Areas and visibility of neighboring Parcels and do not obstruct, hinder or interfere with the free flow of two-way traffic and the construction, maintenance, repair and snow removal from roadways. No inoperative autos or equipment, shall be left on any portion of a Parcel.
 - h) **Fences.** All fencing facing a street or Common Easement Areas must be either peeled jack-leg fence, wood post and rail, or vinyl fencing, of the following specifications:
 - Jack-leg: Five inch diameter peeled jack-legs, five feet high set on ten foot centers using a three and one-half to four (4) inch minimum rail. Taper to be no more than one inch from large end to small end. Cross bracing required every four hundred (400) feet. Rails to be fastened with a minimum six (6) inch ring-shank spike. One kicker rail required on the back side of the fence and three rails required on the side facing the roadway of the Common Easement Areas.
 - Post and Rail: Minimum four inch diameter posts set at a maximum of ten (10) feet apart, with three rails a minimum of three inches in diameter fit into holes drilled into the posts. Wire meshed fencing may be attached to the inside of the post and rail fence to provide animal protection.
 - Vinyl: Vinyl maintenance free horse fencing may be used in either white or brown.

Interior fencing or cross fencing may be submitted by an owner for approval by the Committee. No fence, gate or other structure or obstruction shall be constructed on the Premises so as to block or hinder the use of any of the Common Easement Areas prior to submitting a detailed drawing to the Association and written approval thereof has been obtained. "Ranch-type" fencing such as barbed wire or sheep and goat wire shall be permitted only on that portion of the property that does not front on a common road or a common area.

- i) **Roofs.** Roof design should be consistent with the building size, shape and form and be compatible with the environment and the surrounding building, using muted colors that harmonize with the surrounding color schemes of neighboring buildings and the natural environment. All roof flashing, vents hoods, and roof accessories should be of a color that blends with the roofing. Roof color must be approved by the Committee, though forest green is recommended. Any solar panels should appear to be a part of the overall roof design and must be placed flush with the slope of the roof or integrated into the design of the roof, wall or other surface. The following types of roofs are encouraged: full hip roof, gable roof, joined roof, baked metal; all with no less than a 5-12 pitch. The following roofs are discouraged: mansard roof; pseudo-mansard roof, curvilinear roof, domed roof or Q-Frame. Minimum roof insulation should be rated to R-30 with a recommendation of R-50.

6.6 Variances. Variance requests should accompany the design submittal. The Association Board may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, setbacks, colors, materials or similar restrictions when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations may, in their sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be approved by at least a majority of the Board. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

6.7 Approval or Disapproval by Committee. In the event the Review Committee fails to approve or disapprove such design, location, construction, and materials within thirty (30) days after the detailed site plan and specifications have been submitted to it, approval shall not be required and this Article shall be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the construction in accordance with said plan, but any deviation from said plan which, in the judgment of said Committee, is also (a) a deviation of substance from either the Guidelines; (b) the requirements of this Declaration; or (c) is a detriment to the appearance of the structure or to the surrounding area shall be promptly corrected to conform with the submitted plan by the Owner or after reasonable notice is provided in accordance with Section 6.7 to such Owner by the

Association at the owner's expense. Any structure to be erected in accordance with approval so given shall be diligently pursued to completion and must be commenced and completed within eighteen (18) months of the commencement of construction, and in the reasonable judgment of the Review Committee is of offensive or unsightly appearance, then the said Committee or the Directors of the Association, at the option of either, may after reasonable notice to the Owner, take such action as may be necessary in accordance with Section 6.7 in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, removal of the structure, installation of screening or covering of the structure or any combinations thereof, or similar operations; and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law. The Review Committee may act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof.

6.8 Inspection of Work. Upon the completion of any Improvement for which approved plans and specifications are required under this Declaration, the Owner shall give written notice of completion to the Committee. Within such reasonable time as the Committee may set in its rules, but not to exceed thirty (30) days after such notification and any adjustment for weather conditions, the Committee or its duly authorized representative, may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval as required by Section 6.6, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance within such period, and shall require the owner to remedy the same. If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall fail to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a noncompliance and if so, the nature thereof and the estimated cost of correction or removal of the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board's ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and the Improvement in question and the land on which the same is situated for reimbursement and the same shall constitute a lien upon such land and improvement and be enforced as in this Declaration provided. The Committee may inspect all work in progress and give notice of noncompliance as provided above. If the Owner denies that such noncompliance exists, the procedures set out above shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall find that

such noncompliance exists.

6.9 Materials. Construction materials shall not at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and construction materials shall not be kept, placed or stored on Parcels for a period exceeding thirty (30) days following substantial completion or construction (as shall be determined by the Committee) without specific approval of the Review Committee or as permitted by Section 7.1 (h).

6.10 Restoration of Parcel. Upon completion of the construction on any Parcel, the Owner shall to the greatest extent possible restore the Parcel to the conditions which existed prior to such construction so that the Parcel and improvement shall be in harmony with the surrounding unimproved property. The owner must complete said restoration within forty-five (45) days or such other period as may reasonably be dictated by weather conditions following completion of construction on any parcel. In the event restoration is not completed within said time period, Declarant or Association, upon reasonable notice to the owner, may complete said restoration at the expense of the Owner. Efforts should be made to disturb as little of the parcel as possible during construction. Any damage to neighboring property will be restored to its original condition to the Committee's satisfaction. If restoration is inadequate, repairs will be done by the Subdivision and all costs charged to the party who was issued the approval to build. The party during construction is also responsible for the prevention of damage to public roadway surfaces and for the cleanliness of same.

ARTICLE VII MINIMUM BUILDING AND USE RESTRICTIONS

No structure, other than those currently standing at the time of this Declaration or those belonging to the Association to be constructed in the Common Easement Areas, which fail to meet the following minimum standards shall be erected, placed or allowed to remain on any Parcel, and the Review Committee shall have no power to approve any structure failing to meet, at a minimum these conditions:

7.1 Single Family Dwelling. No structure shall be erected, altered, placed, or permitted to remain on any Parcel other than one single family dwelling, an attached garage, and/or barn without approval of the Association. Under no circumstances shall any structures be used as a rental. All structures shall be erected only on specific sites approved by the Review Committee. All such single-family dwellings shall contain in total at least 1,440 square feet in the footprint or foundation (and not less than 1,800 in total square footage), exclusive of porches, basements, decks, patios, and garages. A single family residence may not exceed thirty (30) feet in height, measured from the average level of finished grade (defined as the average level that the finished ground surface meets the foundation of the structure as viewed looking across the slope from adjoining properties) to the highest point of the roof structure.

- 7.2 New Construction.** NO mobile homes, trailers, prior existing structures of pre-assembled homes shall be placed or moved onto said Parcel; however, an exception to the pre-assembled type home shall be Log Homes constructed with pre-cut logs, which shall be permitted. A prior existing structure which, in the sole discretion of the Review Committee, is deemed to be of significant design, historical or aesthetic value may be placed or incorporated with new construction on a Parcel with such specific approval of the Review Committee. No basement or structure on any Parcel may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the plans and until it has been substantially completed, with sanitary facilities and utilities permanently installed. No tent, shack, camp trailer or other outbuilding erected on a Parcel shall at any time be used as a residence, temporarily or permanently, except during construction of permanent structures, without the approval of the Association.
- 7.3 Construction Process.** In order to fully evaluate proposed improvements and to insure that construction is completed in accordance with requirements and standards, the Architectural committee, or its designated representative, may make site inspections both before and during construction. Construction materials shall not be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic. No construction materials shall be placed or stored on residential parcels for a period not exceed thirty (30) days following substantial completion of construction.
- 7.4 Visibility.** Exterior TV, radio, satellite dishes or other antennae may be installed on private Parcels, but number, location, height, color, screening and size of such antennae must minimize their appearance or visibility from neighboring Parcels. Provided, however, that no such dishes or antennae shall exceed one (1) meter in length or diameter. All water gas, electricity, telephone, and similar improvements, together with facilities constructed incidental thereto, shall be placed and installed underground. Propane tanks shall not be visible from neighboring property, and shall be screened or enclosed by a structure approved by the Review Committee.
- 7.5 Sanitary Service.** No garbage, trash or unsightly debris, organic or inorganic waste shall be collected and/or permitted by an Owner to accumulate on any Parcel or in any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant lands or other Parcel shall be used as a dump ground or burial pit by any Owner. The only allowable outside trash or refuse cans or containers shall be those which are kept and maintained in effective animal-proof condition and enclosed or screened by a structure approved by the Review Committee. Outside incinerators shall be permitted only in a safe incinerator. Nothing stated herein shall preclude a central trash collection or incineration facility or preclude the designation and use by the Association or the Declarant or portions of the Common Easement Areas for the removal for storage of gravel, building materials and equipment of the Association or the Declarant. The Association may from time to time establish reasonable regulations for disposal of trash and garbage and the control thereof, which shall be binding upon and

observed by the Owners and Occupants of all Parcels in Keeney Estates. The Association shall assure that nonpolluting dust abatement measures are implemented on all streets and roads as needed.

7.6 Water / Sewer. Wells, septic tanks and drainfields shall be constructed or installed in accordance with state and county standards at location(s) approved by the Review Committee. No installation of any kind for disposal of sewage shall be allowed which would result in raw or untreated sewerage being carried into any stream beds. Every dwelling shall have an individual sewage disposal system which meets or exceeds the minimum standards of State and County health regulations. The drainage of any other sewerage disposal facilities into any road, ditch or surface easement, either directly or indirectly, is prohibited.

7.7 Posting of Notices. No signs, billboards, posters, other advertising devices or media of any kind or character shall be erected or displayed on or upon any of the Parcels except signs of a type and size approved by the Review Committee and used to identify Keeney Estates, Parcels, dwellings, Parcel availability, occupants of a dwelling or structure or direction signs of the Association, unless approved by the Association

7.8 Use Restrictions. The following use restrictions shall be applicable to all Parcels:

- a) **Residential Use Only.** The lots exist primarily for residential uses. Nevertheless, an Owner OR Occupant with the specific approval of the office within their residence for such activities providing it does not involve continuous traffic with the public and the attendance of no more than two employees.
- b) **Legal Use Only.** No illegal, noxious, unsightly or offensive activities shall anything be done on any Parcel or in the Common Easement Areas which may become an unreasonable annoyance or nuisance to the other Owners or occupants in the quiet and peaceful enjoyment of the Premises.
- c) **No Hunting.** Neither hunting, trapping nor the discharge of any rifle, shotgun, pistol or other firearms or use of traps shall be permitted anytime on the Premises, unless such activities are expressly authorized and permitted by the Board of Directors of the Association.
- d) **Only Domestic Animals.** Domestic animals and livestock may be raised, bred or kept on any Parcel, subject to these covenants. All animals and livestock, exclusive of dogs and cats, shall be kept in a fenced enclosure and suitably maintained insofar as their well being is concerned at all times. Poultry or game birds may be kept on any Parcel in quantities of 10 or fewer adults. No swine of any kind shall be permitted for any purpose on any Parcel, unless raised for a market animal project under FFA or 4-H supervision. No more than four large animals may be kept on any Parcel. No stable, corral, pen or other confine to hold animals shall be constructed, installed, or placed within one hundred (100) feet of a river, stream, spring, irrigation ditch, or other water source, or placed within fifty (50) feet of any roadway or property line. Water sources for animals

and livestock shall be provided by troughs or other manmade holding facilities. Should, in the discretion of the Association, a particular animal or animals become a nuisance to livestock or wildlife, no such household animal or animals will be allowed off an Owner's Parcel unless in the immediate company and control of its owner. The Association may withdraw permission for animals to remain on the Premises from any Owner, who, after due notice, violates the restrictions of this paragraph or whose animal is, or has become a nuisance to livestock, wildlife, property or other Owners, invitees or Association personnel, or is in violation of good animal husbandry. No attempt shall be made by anyone to domesticate any wild animals on the properties. No feeding of wild animals shall be permitted, except for birds.

- e) **No Logging.** There shall be no cutting, removal, or voluntary destruction of timber, rock or vegetation located in the Premises except by the Declarant to complete the Project or to the extent reasonably permitted by the Review Committee or the Association to enable the building of structures and improvements on a building site, and as approved by the Association for the removal of dead or diseased trees, noxious weeds; the maintenance or establishment of other approved roads, streams, paths, ponds or for the direct health and care of the lands.
- f) **No Mining.** No mining, quarrying, excavation, oil drilling or development of any kind shall be allowed in or on the Premises except for such excavation for road building, gravel, or other structures as may be necessary in connection with the completion of the Project by the Declarant or placing of improvements thereon in accordance with the terms and restrictions of these Declarations or with the specific approval of the Association.

7.9 Maintenance.

- a) **Road and Property Maintenance.** The Association shall adopt and publish reasonable rules governing the use of all designated roads, streets and trails as well as all other Common Easement Areas on the Premises and penalties or assessments for violations and all Owners, occupants and invitees shall be bound and abide by such rules. The Declarant shall have the right to move trees, rock or any other needs which is deemed in his best interest until the property is fully developed.
- b) **Environment Maintenance.** The Owners or Occupants of any Parcel shall at all times conduct their use and activities in a manner that will preserve the integrity of the streams and creeks within the Premises, including the prevention of any degradation of water quality, any reduction or increase in the flows of the creeks or streams, or any damage to the stream beds or banks. Further, the Owners or Occupants shall not conduct or permit the conduct of any activities which encourage or facilitate the discharge of any liquid, solid or gas, into such waterways or the polluting of such waterways. The Association is authorized to adopt rules and regulations designed to preserve the integrity and quality of said streams and creeks, and each Owner or Occupant shall abide by said rules and regulations so adopted. The outdoor use of potentially damaging or

- hazardous fertilizers, pesticides or herbicides by an Owner, unless approved by the Association, is expressly prohibited.
- c) **Exterior Maintenance.** Each Owner shall provide exterior maintenance within his Parcel, including maintaining structures in good repair and condition, maintaining the grounds to preclude unsightly growths, not permitting fire hazards, refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall utilize materials, colors, landscaping schemes harmonious with the surrounding areas and consistent with the generally accepted concepts of desirable residential developments and any prior approved plans by the Review Committee. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty (30) day period, the Association may then enter onto such Parcel and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore. Such entry on a Parcel by the Association shall not be deemed to be trespassing.
- d) **Weed Control.** No owner shall permit noxious weeds or other undesirable plants to grow or spread upon his Parcel. All fill materials placed on site shall be certified weed-free. In the event any Owner fails to control or eliminate the growth or spreading of such noxious weeds and undesirable plants, the Association shall, after reasonable notice, be entitled to take such action as is necessary to eradicate or control such weeds and plants at the expense of the owner or Owners of the Parcel, and the full amount of any costs and expenses shall be due and payable within thirty (30) days after the Owner is billed therefore.
- e) **Responsibility of Owners.** Owners shall be responsible to the Association for all acts of tenants resulting in damage to Association property and for the tenant's adherence to all the covenants and restrictions which may be applicable and to all guidelines, rules and regulations of the Association.

ARTICLE VII GENERAL PROVISIONS

- 8.1 Enforcement.** Violation by an Owner, Occupant, Licensee or designee of the Owner of any restrictions, conditions, covenants or agreements herein contained shall give to the Association, acting through its Directors, and with reasonable notice, the right to enter upon the property concerned, and to summarily abate and remove at the expense of the Owner any erection, thing, or condition that may be in, or upon, said Parcel contrary to the provisions hereof without being deemed guilty of trespassing. The result of every act or omission whereby any restrictions, conditions, covenant or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed

by law against a nuisance, whether public or private, shall be applicable against every such result. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens, and charges now or hereafter imposed. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 8.2 Costs of Enforcement.** Should any lawsuit or other legal proceeding be instituted by the Association against an Owner alleged to have violated one or more of the provisions of this Declaration and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.
- 8.3 Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 8.4 Amendment.** Except those provisions requiring a greater consent, any provision herein may be amended or revoked and additional provisions added, at any time by written instrument recorded in the Office of the Clerk and Recorder of Grant County, Oregon, duly signed and acknowledged by the Owners of record of not less than seventy-five (75) percent of the Parcels subject to this Declaration.
- 8.5 Term.** The provisions of this Declaration shall be binding for a term of twenty-five (25) years from the date of this Declaration, after which time the Declaration shall be automatically extended for successive periods of twenty-five (25) years unless an instrument agreeing to amend, revoke, or terminate this Declaration has been signed by the owners of seventy-five (75) percent of the parcels and has been recorded.
- 8.6 Non-Liability of Board and Committee Members.** Neither the Committee nor any member thereof nor the Board or any member thereof shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of or any way connected with the performance of the Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members the Board or its member, as the case may be.
- 8.7 Non-Dedication to Public Uses.** Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied of any part of the Premises or the Common Easement Areas to or for any public use whatsoever.
- 8.8** In no event may this document be amended or require anything other than full compliance with the zoning laws of Grant County and the State of Oregon.