

This document is being recorded to Amend and Restate in it's Entirety, the Declaration of Protective Covenants, Conditions and Restrictions & Architectural Design and Review Manual recorded on April 27, 2017 in Reel 3939 on Page 251.

**DECLARATION OF WILDLIFE MEADOWS
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
&
ARCHITECTURAL DESIGN AND REVIEW MANUAL**

INTRODUCTION:

This declaration of CCR's are guidelines to assist the Architectural Control Committee (ACC) and the property owners. The process of architectural review and control are key elements in the success of every "automatic-membership" community such as Wildlife Meadows. Properly exercised, the review and control process can create and preserve a community that is attractive, livable, and prestigious. The process can help protect your property values.

This document establishes standards for review of new construction, alterations to existing homes, detached structures and landscaping of lots, and an orderly process for that review.

THIS DECLARATION to be effective upon its recording in Marion County, Oregon is made and executed this 24th day of May, 2017 by the undersigned, RJR Properties Co., hereinafter called "Declarant".

Wildlife Meadows is a subdivision located within the city limits of Stayton, Oregon. Its current primary access is from Shaff Rd., for legal description see "Exhibit A".

WHEREAS, RJR Properties Co. is owner of the above described real property located in the County of Marion, State of Oregon, known as Wildlife Meadows, a duly recorded plat, and

WHEREAS, the Declarant desires to declare of public record its intention to create protective covenants, condition and restrictions in order to effectuate a general scheme of development creating benefits and obligations for the owner of said property.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assign, and shall insure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation for the non-profit corporation, "Wildlife Meadows Homeowners' Association".
2. "Association" shall mean and refer to the Wildlife Meadows Homeowners' Association its successors and assigns.
3. "Commonly Maintained Property" shall mean and refer to that area of land on Lots one (1) and forty-four (44) consisting of a masonry and wrought iron fence wall and its adjacent landscaping, inclusive of irrigation system and plantings, abutting Shaff Rd.
4. "Declarant" means the undersigned Declarant, and any successor assignee thereof specified as a successor Declarant in a written agreement between the parties.
5. "Declaration" means the Declaration and any amendments thereto.
6. "Duplex" means a dwelling on a single lot divided into two living units, with a separate entrance for each.
7. "Dwelling" or "Dwelling Unit" means any habitable building or other structure which is placed on or situated upon any lot.
8. "Lot" means a unit of land as shown on the recorded final subdivision plat of "Wildlife Meadows".
9. "Mortgage" means a mortgage or a deed of trust.
10. "Owner" means the person or persons who are holders of record of fee simple title to any lot within the development.
11. "Occupant" means the occupant of a dwelling unit.
12. "Plat" means the final map, diagram, drawing, re-plat or other writing containing the descriptions, locations and other information on lots in this subdivision.
13. "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of Directors of the Architectural Review Board as may be from time to time amended.
14. "Single-family Detached" home, also called a single-detached dwelling, single-family residence, or separate house that is a free-standing residential building.
15. "Townhouse" shall mean a dwelling that is two or three story and may have a common wall or be "attached" to a neighboring townhouse, but is on its own lot.

ARTICLE II

RESIDENTIAL COVENANTS

1) DWELLING UNITS CONSTRUCTION

All homes to be constructed on site. "A" frame style homes, log homes, manufactured homes, modular homes, mobile homes of the equivalent thereof will not be allowed in this subdivision.

At least three of the following design features shall be included on the sides of a building facing a street, public right of way or open space.

- (a) Dormers or gables
- (b) Cupolas
- (c) Bay or bow windows
- (d) Exterior shutters and window trim
- (e) Recessed entries
- (f) Covered porch entries or porticos
- (g) Front porch of at least 100 sq. ft.
- (h) Covered or uncovered balconies
- (i) Pillars or posts
- (j) Eaves with a minimum 18" projection

All building sides facing a street, public right of way or open space shall have a minimum of 15% in windows or doors with glazing. All building sides facing a street shall have a break in wall plane of at least 16 inches every 30 feet.

All construction shall be initiated within 18 months from the day the lot is conveyed by the Declarant. The Declarant is given the right to repurchase the lot at 95% of the original purchase price if construction is not initiated within the 24-month period. All construction shall be completed within 30 months of conveyance from the Declarant. No building, dwelling or structure shall be moved upon said premises.

2) DWELLING UNIT SIZE

All dwellings are to have no less than 1,700 square feet of living area exclusive of open porches and garages for single story and 2,000 square feet for multi-story exclusive of open porches and garages. Each living unit, shall include a garage designed to enclose a minimum of two vehicles (no

carports permitted). Single car garages are acceptable for Townhouse dwellings. Lots 35 & 36 shall be single story only.

3) BUILDING SETBACKS

Front Setback	Single Family Detached: 20 feet / Garage: 20 feet. Duplex & Townhouse style: 20 feet / Garage: 20 feet
Side Setback	Single Family Detached & Duplex: 5 feet Townhouse Style: 4 feet (unless attached)
Rear Setback	15 feet on all buildings

Front porches and patios (covered or uncovered) may extend up to 8ft into setback on all lot types.

Back porches and patios (covered or uncovered) may extend up to 10ft into setback on all lot types.

4) ROOFING

The roof of the dwelling unit shall be composed of architectural grade composition shingles or any other material specifically approved for use on said dwelling by the Architectural Control Committee (ACC). The use of 3-tab composition shingles and metal roofing is not allowed. Minimum roof pitch is to be 6/12. All roofs shall have a break or offset in roof elevation of at least 2 feet every 30 feet.

5) SIDING

The exterior sides of the dwelling unit shall be covered with any of the following: brick, stone, cement lap, wood siding or any other materials specifically approved for use on said dwelling by the ACC. No plywood T-1-11 type siding shall be used on any exterior portion of the dwelling unit. The use of log cabin style or metal siding is not allowed.

Exterior brick work or masonry is required on a minimum of 15% of the street facing façade. This does not include the area of doors and windows. This does not include the Shaff Rd. side of lots one (1) and forty-four (44).

6) AUXILIARY BUILDINGS

Any auxiliary buildings placed on a lot will have the same siding, color scheme, and roofing materials as the dwelling unit on that lot.

7) EXTERIOR FINISHES/PAINT

All exterior finishes shall be solid color and in earth tone colors. Trim paint shall be a different color than the siding/walls. A paint sample shall be submitted to the ACC.

8) EASEMENTS-TYPICAL EASEMENTS

Easements for access, installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision and as recorded in the deed records. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installations and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each affected lot and all improvements in it shall be maintained continuously by the current owner of the lot, except for those improvements for which a public authority or utility company is responsible.

- (a) Fence Easement. An easement for the fencing at the entry of the subdivision is reserved as shown on the recorded plat of the subdivision and as recorded in the deed records. The easement area of each affected lot shall be maintained continuously by the current owner of the lot, except for the fence, which shall be maintained by the Association.

9) OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried out on any lot, nor shall anything be done or placed upon any lot which interferes with or jeopardizes enjoyment of other lots within this subdivision.

10) ANIMALS

No livestock shall be kept temporarily or permanently upon any lot within the development. No other animals except for dogs, cats and other household pets may be kept on any lot within the development. Dogs, cats, and other household pets, may not be kept or raise for commercial purposes and may not be permitted to stray onto other lots, or to cause disturbances, damage or discomfort to others. Pets must be kept inside building or fenced areas, or on leashes at all times and shall not interfere with the quiet or enjoyment of other residents.

11) VEHICLE, BOAT & RV PARKING AND STORAGE

No commercial or recreational use trucks or vans (except vehicles of 1 ton weight or less deemed to be passenger type vehicle), or trailers, boats, campers, or similar vehicles or equipment shall be parked on any lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading; provided, however that such a vehicle may be kept within an owner's enclosed garage. No vehicles or other equipment of any kind shall be parked on any portion of the property while such vehicle is in a state of disrepair.

- (a) All automobiles, trucks, busses, trailers, travel trailers, motorhomes, campers, boats, and recreational vehicles which are brought upon any lot in the development shall either be parked or stored in a garage or shall be parked or stored in a location behind the front lane of the garage and where the same shall be screened by a sight obscuring ornamental fence, wall or evergreen hedge as allowable and defined elsewhere in these CC&Rs. A sight visibility exception shall be granted for any portion of the vehicle visible above a sight obscuring ornamental access gate, a minimum of 6ft tall and a maximum of 10ft wide and the vehicle height must not exceed 12ft.

- (b) Play equipment, including basketball hoops, must be placed in the rear of the lot and be in the rear or side shadow of the residence. Absolutely no equipment will be allowed in the front of the residence.

12) EXTERIOR DECORATIONS, ANTENNAS & DISHES

- (a) Holiday lights, decorations or displays shall not be allowed prior to 45 days before any respective holiday and shall be removed no later than 30 days after each holiday. Awnings, patio covers, antennae, aerials, radio or television broadcasting or receiving devices, shall only be applied in rear of lot/dwelling unit out of eyesight from the street unless otherwise reviewed and approval by the ACC.
- (b) All exterior wires for television, radio, telephone and electrical service shall be installed underground.
- (c) All dwelling construction must be performed by a licensed general contractor, holding a valid Oregon Contractors License. Any general contractor performing work within the development shall be approved in writing by the ACC.

13) EXTERIOR LIGHTING

Exterior lighting must be designed to eliminate glare and annoyance to adjacent property owners and passersby.

14) SIGNS

No sign shall be erected or maintained on any lot with the exception of one, temporarily displayed "FOR SALE" or "FOR RENT" sign, placed by the owners, Declarant or by licensed real estate agent. Said sign shall not exceed twenty-four inches high and thirty-six inches long. No building material supply signs are allowed without ACC approval.

15) VEHICLES IN DISREPAIR

No lot shall permit any vehicle, which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage it offends the occupants of the neighborhoods. No automobiles or other vehicles shall be jacked-up on blocks, or dismantled on the lots or in the streets of all Phases of Wildlife Meadows.

16) RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view behind fences or in garage. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or any lots.

17) TEMPORARY STRUCTURES

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

• 18) MAINTENANCE & REPAIRS

All buildings and other structures and improvements constructed, placed or erected on a lot shall be properly maintained and kept in good condition and repair so as to enhance and preserve the attractiveness of the development. Outdoor storage of garbage, trash, agricultural machinery, lawn mowers, building materials, toys, furniture, appliances, automotive parts, garden equipment is not permitted in the front yard or within direct view of any street. Covering with a tarp or in a garbage can is not considered to be out of sight.

19) IMPERVIOUS AREA LIMITATIONS

Lots 1 through 7 and lots 17 through 44 shall be limited to constructing 3,200 square feet of impervious surfaces on the lots while utilizing only the public storm drainage system for water quality and water quantity treatment. Additional impervious surface area may be allowed by the City of Stayton if additional water quality and water quantity control measures are installed on the lot to treat the area exceeding the 3,200 square feet allocation.

Lots 8 through 16 shall be limited to constructing 2,200 square feet of impervious surfaces on the lots while utilizing only the public storm drainage system for water quality and water quantity treatment. Additional impervious surface area may be allowed by the City of Stayton if additional water quality and water quantity control measures are installed on the lot to treat the area exceeding the 2,200 square feet allocation.

20) LANDSCAPING POLICY

- (a) Landscaping Design - The front and side yards of all lots shall, within six months of issuance of the occupancy permit, be landscaped in a manner that is harmonious and compatible with the overall landscaping as existing in the developed part of all Phases in Wildlife Meadows. All landscaping must include underground irrigation for all lawn areas and shrubs. The landscape strips located between the sidewalks and street curbs shall be lawn with trees and shall also be irrigated. All trees located along the streets shall be 2" caliper and shall be as follows:
 - (i) Deer Avenue: Bowhall Red Maple
 - (ii) Rabbit Run: Columnar Norway Maple
 - (iii) Fox Street: Scarlet Sentinel Maple
 - (iv) Beaver Avenue: Coral Japanese Maple
- (b) A minimum of 15% of each lot shall be landscaped. All yards visible from any street must be landscaped.
- (c) Parking areas in the front yard outside of the driveway shall be prohibited.
- (d) Landscaping Maintenance – Each owner shall maintain the landscaping and yard area in an attractive appearance and free from noxious weeds, insects and disease; each owner shall provide for the timely replacement of lost plant life and trim and prune the plant

material to prevent an overgrown look. Each owner shall also maintain the landscape strips located between the sidewalks and street curbs.

- (e) Fencing - All fencing must follow the rules of the city ordinance. All fencing must be made principally of wood. The generally accepted fence design will be a three rail, cedar, good neighbor fence with alternating and overlapping (minimum ¾") fence boards. Any variation in the initial fence design and any changes in the fencing design must be approved by the ACC. There shall be no fences in the front yard of residential structures. Lots 11, 12, 18, and 19-24 abut parcels dedicated as open space. On these lots, any fence adjacent to the open space shall be no more than 4 feet in height and 50% open.

ARTICLE III

ASSOCIATION

Declarant shall organize an association of all of the Owners within Wildlife Meadows. Such Association, its successors and assigns, shall be organized under the name "Wildlife Meadows Owners' Association" or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of Lots located therein.

1) ORGANIZATION.

Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association.

2) MEMBERSHIP

Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

3) COMMONLY MAINTAINED PROPERTY

- The Commonly Maintained Property shall consist of the masonry and wrought iron fence wall and its adjacent landscaping, inclusive of irrigation system and plantings, abutting Shaff Rd. and Lots one (1) and forty-four (44).

4) PROXY

Each Owner may cast his or her vote by absentee ballot or pursuant to a proxy executed by the Owner. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate on (1) year after it is date, unless the proxy specifies a shorter term.

5) VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) When seventy-five percent (75%) of the Lots in the development of Wildlife Meadows as permitted by the Master Plan have been sold and conveyed to Owners Other than Declarant; or
- (ii) At such earlier time as Declarant may elect in writing to terminate Class B membership.

6) GENERAL POWERS AND OBLIGATIONS.

The Association shall have, exercise and perform all of the following powers, duties and obligations:

- (a) The powers, duties and obligations granted to the Association by this Declaration.
- (b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.
- (c) The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act.
- (d) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Property.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in this Declaration made in accordance with its provisions,

- accompanied by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Oregon.

7) COMMONLY MAINTAINED PROPERTY

The Association shall be responsible for the exclusive management and control of the Commonly Maintained Property and any maintenance or improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition.

8) LIABILITY

A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

9) PROCEDURE

All meetings of the Association, the Board of Directors and Architectural Control Committee shall be conducted in accordance with such rules of order as may from time to time be adopted by the Board of Directors. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS / SPECIAL ASSESMENTS AND COMMON PROFITS

1) Creation of the Lien and Personal Obligation of Assessments.

The declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association (1) regular assessments or charges for common expenses, and (2) special assessments as provided herein. All such assessments, together with interest thereon at the rate established from time to time by resolution of the Board of Directors and together with all other costs, fees, charges and fines allowed by law, shall be a lien and charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Such lien shall exist and be executed, recorded and foreclosed in the manner provided by law.

2) General Assessments.

(a) Purpose of Assessments.

The assessments levied under this Article shall be used exclusively for the purpose of promoting appearance of such Property, including payment of premiums for insurance required under this Declaration and to fund a replacement reserve for those items the Association has maintenance responsibility, and for payment of any common operating expenses such as landscaping, maintenance, legal and accounting services and the like. Neither the Association, nor any assessments of the Owners shall be used to engage in lobbying or to exert political influence.

(b) Basis for Assessment

All lots whether improved or unimproved shall be assessed equally.

3) Date of Commencement of Annual Assessments.

The general assessments with respect to the Lots shall commence at the time the Directors declare, but in no event later than the first day of the month following the conveyance of a Lot to an Owner other than the Declarant. Following such declaration, the pro-rata annual assessment shall commence.

4) Reserve Account.

The assessment against each Lot may include an amount allocated to a reserve account established for the purpose of funding replacements of those elements of the Commonly Maintained Property that will normally require replacement, in whole or in part, in more than three (3) and less than thirty (30) years. Amounts assessed with respect to reserves shall consider the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items.

5) Special Assessments.

The Board of Directors shall have the power to levy special assessments against an owner or all owners in the following manner for the following purposes:

(a) To correct a deficit in the operating budget by vote of a majority of the Board;

(b) To collect amounts due to the Association from an owner for breach of the owner's obligations under the Declaration, these Bylaws, or the Association's rules and regulations, by vote of a majority of the Board;

(c) Upon vote of a majority of the Board of Directors, to make repairs or renovations to the Commonly Maintained Property for which the Association has the responsibility of maintenance and replacement if sufficient refunds are not available from the operating budget or replacement reserve accounts; or

6) Effect of Non-Payment of Assessments:

Remedies of the Association. In addition to any other remedies provided by law, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose a

- lien upon the Property. No such action or a judgment entered therein shall be a waiver of the lien of the Association. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Commonly Maintained Property or abandonment of his or her Lot

7) Subordination of the Lien to Mortgages.

The lien with respect to any assessment provided for herein shall be prior to any homestead exemption and all other liens and encumbrances on a Lot, except:

- (a) A first mortgage of record; and
- (b) A lien for real estate taxes and other governmental assessments or charges; and
- (c) Liens and encumbrances recorded before the recordation of this Declaration.

Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of a first mortgage of record or any proceeding in lieu thereof shall extinguish the lien of such assessments which became due prior to such sale or transfer.

8) Common Profits.

Profits arising from any operation or from the sale of any Association asset shall be shared among the Owners in proportion to their liability for payment of assessments, i.e. equally.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

1) MEMBERSHIP OF COMMITTEE

The Architectural Control Committee, hereinafter referred to as ACC, shall consist of not more than 5 members. The initial members of the ACC shall be appointed by the Declarant. The Declarant may remove and replace the respective appointees at any time, with or without cause. Following the appointment of the initial members the ACC has the responsibility to appoint replacements for the members of the ACC or to expand the ACC to its maximum of 5 members. Any replacement or new member of the ACC must be an owner of a lot or lots in Wildlife Meadows. Each ACC member shall serve until such a replacement for such member takes his/her place on the ACC.

If, in the event that any time the ACC ceases to function or all ACC members are unwilling or unable to serve until replacements are selected, new or replacement members of the ACC may be elected by the majority vote of lot owners. Owners shall be entitled to one vote for each lot owned within Wildlife Meadows.

2) PLANS AND SPECIFICATIONS

No building, structure, or other improvement, including fences, swimming pools, animal runs, and storage units shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications showing the exterior design, nature, shape, height, materials, and showing the proposed location of the same on the particular building site have been submitted to and

approved in writing by the ACC. The ACC shall only approve such plans and specifications upon a determination that they are in conformity and harmony with the value, location, and external design of other structures previously approved or to be approved within Wildlife Meadows and in harmony with the topography and finished ground elevation of the lot for which the structure is intended. Such plans and specifications must be submitted at least 10 days prior to application for building permit and at least 30 days prior to proposed construction starting date, if no building permit is required.

3) COMMITTEE APPROVAL

The ACC will provide an initial non-binding response to plans and specification submitted within 5 business days of the ACC receiving them. In the event the ACC fails to approve or disapprove full plans and specifications within 30 days of receiving them then the full plans and specification will be deemed disapproved and not in compliance. All approvals of the ACC must be received in writing before any owner may proceed with proposed construction on their lot. Approvals shall only be granted to the extent that plans, specifications, and samples are provided to the ACC. Approved partial plans, specification, and samples, must be supplemented with the missing components and approved prior to commencement of those aspects of construction.

4) LIABILITY

Neither the ACC nor any member thereof shall be liable to any owner, occupant, builder, or declarant for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ACC or a member thereof, provided only that a member has in accordance with the actual knowledge possessed by him or her acted in good faith.

ARTICLE VI

DECLARANT CONTROL

1) TURNOVER MEETING

The Declarant shall call a meeting for purposes of turning over administrative control of the Association from the Declarant to the Class A members within one hundred and twenty days (120) of the earlier of:

- (a) **Date Certain.** A date five (5) years from the date this Declaration is recorded; or
- (b) **Based on Lots Sold.** The date that Lots representing seventy-five percent (75%) of the total number of votes have been conveyed to persons other than the Declarant.

The Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If the Declarant does not call the meeting required under this section, any Owner may do so.

Notwithstanding the provisions of this Section, at the Turnover Meeting at least one (1) Director shall be elected by the Owners other than the Declarant, even if the Declarant otherwise has voting power to elect all five (5) directors.

ARTICLE VII

GENERAL PROVISIONS

1) TERM AND AMENDMENT

These Covenants, Conditions and Restrictions imposed hereby shall run with the land and shall be binding on all parties and all persons claiming under them until 2030, after which time said Covenants, Conditions and Restrictions shall be automatically extended for successive 10 year periods, unless and until instruments signed by two-thirds of the current owners of the Lots has been recorded agreeing to change said Covenants, Conditions and Restrictions in whole or in part. City of Stayton mandated Covenants, Conditions or Restrictions may not be changed without the permission of the City of Stayton.

2) ENFORCEMENT

In the event of any violation of any of the provisions of this Declaration, the Declarant or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees incurred in such enforcement.

3) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

4) LIMITATION OF LIABILITY

These Covenants, Conditions and Restrictions are designed to be enforceable by the Owners of a Lot or Lots in the subdivision and the intent is not for the Developer to be the enforcer. Any lot owner may seek enforcement of these Covenants, Conditions and Restrictions. Enforcement shall be by proceedings at law or in equity, and may be brought against any person or persons violating or attempting to violate any Covenant, Condition or Restriction stated herein.

A contract purchaser shall be deemed a lot owner for purposes of the Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this

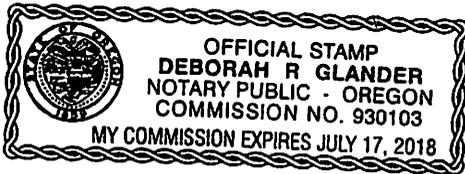
24th day of MAY, 2017.

RJR Properties Co.

By: Roger Roberts, Secretary

STATE OF OREGON)
)ss
County of Marion)

BE IT REMEMBERED, that on this 24th day of May, 2017, before me, a Notary Public of Oregon, Personally appeared the within named Roger Roberts as Secretary for RJR Properties Co., an Oregon Corporation, and that said instrument was signed and sealed on behalf and said Corporation, and does acknowledge said instrument to be his voluntary act and deed.



Deborah R Glander
Notary Public for Oregon
My commission expires 7-17-18

EXHIBIT A

Metes & Bounds Description

An area of land in the Southwest corner of Section 3, Township 9 South, Range 1 West, Willamette Meridian, Marion County, Oregon being more particularly described as follows:

BEGINNING AT THE INITIAL POINT BEING A 5/8" IRON ROD WITH YELLOW PLASTIC CAP WHICH IS ON THE NORTH RIGHT OF WAY OF SHAFF ROAD AND WHICH BEARS SOUTH 89°57'36" WEST 366.06 FEET FROM THE SOUTHEAST CORNER OF PARCEL 2 OF MARION COUNTY PARTITION PLAT NO. 91-20; THENCE LEAVING SAID RIGHT OF WAY NORTH 0°41'21" WEST 369.00' FEET TO A 5/8" IRON ROD; THENCE NORTH 89°57'58" EAST 325.89 FEET TO A 5/8" IRON ROD, ON THE WEST SIDE OF OAKMONT LANE A PRIVATE DRIVE; THENCE ALONG SAID PRIVATE DRIVE NORTH 0°40'53" WEST 680.27 FEET TO THE CENTERLINE OF MILL CREEK BEING WITNESS BY A 1/2" IRON PIPE BEARING SOUTH 0°40'53" EAST 14.25 FEET; THENCE LEAVING SAID PRIVATE DRIVE ALONG THE CENTERLINE OF MILL CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 82°59'35" WEST 24.40 FEET TO A POINT; THENCE NORTH 78°30'50" WEST 86.92 FEET TO A POINT; THENCE NORTH 72°21'42" WEST 94.38 FEET TO A POINT; THENCE NORTH 63°16'04" WEST 127.52 FEET TO A POINT; THENCE NORTH 56°18'23" WEST 90.51 FEET TO A POINT; THENCE NORTH 44°25'13" WEST 89.99 FEET TO A POINT; THENCE NORTH 47°06'01" WEST 130.85 FEET TO A POINT; THENCE NORTH 51°24'59" WEST 87.70 FEET TO A POINT BEARING NORTH 0°33'00" WEST 13.94 FEET FROM A WITNESS 3/4" IRON PIPE; THENCE LEAVING SAID CENTERLINE OF MILL CREEK SOUTH 0°33'00" EAST 1414.15 FEET TO A 5/8" IRON ROD ON THE NORTH RIGHT OF WAY OF SAID SHAFF ROAD; THENCE ALONG THE NORTH RIGHT OF WAY OF SHAFF ROAD NORTH 89°57'36" EAST 289.00 FEET TO THE POINT OF BEGINNING.