

AFTER RECORDING, RETURN TO:
Rogers Enterprises, LLC
9608 SW Happy Days Lane
Powell Butte, OR 97753

Crook County Official Records
DEED-CCR
Pgs=16
\$80.00 \$11.00 \$61.00 \$2.00
\$5.00 \$10.00

2024-325884
02/28/24 11:43 AM
Total:\$169.00



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I, Cheryl Seely, County Clerk for Crook County,
Oregon, certify that the instrument identified
herein was recorded in the Clerk records.

Cheryl Seely - County Clerk



**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
PARKVIEW ESTATES**

Grantor: Parkview Estates
Rogers Enterprises, LLC

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARKVIEW ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKVIEW ESTATES (“Declaration”) is made this ____ day of February, 2024 by Rogers Enterprises, LLC, as the (“Declarant”).

WHEREAS, the Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Prineville, County of Crook, State of Oregon, described in the Plat of Parkview Estates, incorporated herein by reference, and also referred to as Parkview Estates (“the Property”), recorded concurrently with this Declaration; and

WHEREAS, Declarant intends to develop the Property as a subdivision and to establish the residential development of Parkview Estates, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, and easements under a comprehensive general plan of improvement and development for the benefit of all of the Owners, the Lots; and

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof and shall inure to the benefit of each Owner.

ARTICLE 1

DEFINITIONS

- 1.1 “Architectural Review Committee” or the “ARC” shall be appointed as provided in Article 5 below.
- 1.2 “City” shall mean the City of Prineville, located in the State of Oregon
- 1.3 “County” shall mean Crook County, located in the State of Oregon
- 1.4 “Declarant” shall mean Rogers Enterprises, LLC, its successors or assigns, or any successor or assign to all remainder of their interests in the development of the Property. All successors to Declarant shall have the same rights and interests as the initial Declarant. “Declarant” shall not refer to any other subsequent purchaser of a Lot or Home.
- 1.5 “Declaration” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions, and Restrictions for the Property
- 1.6 “General Plan of Development” shall mean Declarant’s general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.
- 1.7 “Governing Documents” shall mean this Declaration.

1.8 "Home" shall mean any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.9 "Lot" shall mean any plot of land indicated upon the recorded Plat of the Property or any part thereof creating individual home sites, including any annexations to the Plat. These do not include areas deeded to a government authority or utility.

1.10 "Occupant" shall mean the occupant of a Home who shall be the Owner, lessee, or any other person authorized by the Owner to occupy the premises.

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

1.12 "Parkview Estates" shall mean the real property described on the recorded Plat for the Property, as well as any annexations of additional lands.

1.13 "Plat" shall mean the recorded Plat of Parkview Estates and any annexations to the original Plat.

1.14 "Property" shall mean all real property described on the Plat.

1.15 "Rules and Regulations" shall mean the documents containing rules and regulations and policies adopted by the Declarant or the ARC and as may be from time to time amended by the Declarant or the ARC.

1.16 "Sale" shall mean the conveyance of a Lot to a party other than Declarant or a successor Declarant.

1.17 "Sign" shall mean any printed or written words or pictures placed on cloth, plastic, metal, or wood. Examples include banners, flags, pendants, windsocks, etc.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Prineville, County of Crook, State of Oregon, in that certain Plat entitled Parkview Estates filed in the plat records of Crook County, State of Oregon, more particularly described as Lots 1 through 39 of Parkview Estates.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Ownership of Lots. Title to each Lot within the Property shall be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of the ARC, and of Declarant so long as Declarant owns any Lot.

3.2 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.3 Easements on Plat. The Lots are subject to the easements and rights of way shown or noted on the Plat.

3.4 Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property. No structure, planting, or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, 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 Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company is responsible.

3.5 Maintenance Obligations/Owner Restrictions. Except as otherwise provided in this Declaration, the Owner, at the Owner's expense, shall maintain, repair, and replace the improvements and utility installations in any Lot Easement Area.

3.6 Vision Clearance Easement. All lots located at the corner of an intersection within the Community are subject to vision clearance easements for the benefit of the City and/or County as shown on the Plat and are subject to the City and/or County visual clearance area standards

3.7 Conservation Easement. The conservation easement contains non-standard fill and no buildings are permitted within the easement.

ARTICLE 4

LOTS AND HOMES

4.1 Residential Use. Lots shall be used for residential purposes only. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit:

- (a) activities relating to the sale of an individual Home or Lot;

- (b) the right of Declarant or any contractor or home builder to construct residences in any Lot, to store construction materials and equipment on such Lots in the normal course of construction, to use any residence as a sales office or model home for purposes of sales, and to maintain on-site a temporary construction office or trailer; and
- (c) the right of the Owner of a Lot to maintain the Owner's professional or personal library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls, or confer with business or professional associates, clients, or customers, in the Owner's residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic or is in violation of applicable local government ordinances.

4.2 Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction, or exterior alterations shall occur on any Lot unless the approval of the ARC is first obtained pursuant to Article 5.

- (a) No Owner, other than Declarant or their assigns, may partition or subdivide any Lot. If any Lot is subdivided into two (2) or more Lots, then the subdivided Lots shall be deemed separate Lots for the purposes of this Declaration, including voting rights. A permitted subdivision shall be affected by the recording of a supplemental declaration stating that the affected Lot(s) are subdivided, which declaration shall be executed at the sole cost of the Owner(s) of the affected Lot(s). In addition to the foregoing, the partition or subdivision of any Lot is subject to the prior approval of the City of Prineville, and/or Crook County.
- (b) Consideration such as siting or location on the lot, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes but is not limited to, homes, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops, or remodeling. The intent of this covenant is to ensure the quality of workmanship and material and harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations.
- (c) All construction must comply with the City and/or County Development Code and Building Code Standards. Original construction designs, materials, and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3 Design Guidelines. The following restrictions are minimum standards applicable to all Lots:

- (a) Height. No Home shall exceed two (2) stories, excluding basement and garage levels in height above the ground.

- (b) Garages. A garage must be constructed on each Lot. Garages may be used as a sales office by Declarant but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.
- (c) Colors. Homes are to be of neutral color palette. Garage and outbuildings to match color and materials of home.
- (d) Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type of security door or window security, such approval shall encourage or require a single style for all homes so they will maintain a uniform and aesthetic appearance.

4.4 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within twelve (12) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC. All provisions of this Article 4 shall exclude any construction by Declarant.

4.5 Improvements and Landscaping. Maintenance of all landscape on Lots, including street frontage landscaping, is the Owner's sole responsibility. Notwithstanding the foregoing:

- (a) There shall be no trees planted in the Right of Way. Any trees planted shall be preserved and maintained in good condition at all times by the Lot Owner and replaced if necessary. Replacement of any trees, including rear yard trees shall be approved by the ARC and must be consistent with the City and/or County Development Code regarding size and type.
- (b) All landscaping and improvements on any Lot shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC. Maintenance of landscaped areas shall include, but not be limited to watering, weeding, pruning, fertilization, mowing, and other forms of maintenance.
- (c) All Lots shall be kept free of weeds and diseased or dead lawn, trees, ground cover, or shrubs shall be promptly removed and replaced. All lawn areas shall be watered, fertilized, and neatly mowed. Trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

- (d) Landscape installation on Lots by Owners are subject to approval by the ARC. All landscape on all Lots shall be completed no later than six (6) months after occupancy.
- (e) Except as otherwise provided herein, all landscaping on Lots shall be maintained by Owners in good condition, including watering, weeding, pruning, fertilization, mowing, and other forms of maintenance.
- (f) Declarant reserves the right to install and maintain landscape improvements on any Lots as described in Section 3.5 above.

4.6. Rental of Homes. An Owner shall be entitled to rent its residence if:

- (a) Written Rental Agreements Required. There is a written rental or lease agreement specifying that:
 - (i) the tenant shall be subject to all provisions of the Declaration;
 - (ii) failure to comply with any provision of the Declaration shall constitute a default under the rental agreement; and
- (b) Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days.
- (c) Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration.
- (d) Owner Responsibility. Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations either by enforcement of the Rental Agreement on the tenant or at their own expense.

4.7 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred, or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage, or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. It is the sole responsibility and requirement of any pet owner to immediately clean up any pet waste deposited upon any Lot or park area. An Owner may be required to remove a pet from the Property upon the receipt of the third notice in writing from the Board of violating any rule, regulation, or restriction governing pets within the Property. A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the ARC in its sole discretion.

4.8 Nuisance. No noxious, harmful, or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9 Parking. Parking of boats, trailers, commercial vehicles, mobile homes, campers, other recreational vehicles or equipment regardless of weight shall not be allowed on any part of the Lot except within a fenced area as approved by the ARC. All fencing must conform to Section 4.13. Parking shall only be in garages or driveways if no portion of the vehicle overhangs the street, sidewalks or pathways. Garages shall be primarily used for vehicular parking and not solely for storage. In addition, parking of vehicles is allowed on any public street or private street within the Property unless it is designated as a “no parking” area and would be subject to tow at the Vehicle Owner’s expense.

4.10 Vehicles in Disrepair. No Owner shall permit any broken-down vehicle or one that is in a “state of disrepair” to be abandoned or parked on any lot or street. A vehicle shall be deemed in a “state of disrepair” when the Board reasonably determines that its presence offends the Owners and Occupants. All oil or grease on roadways and driveways shall be cleaned up immediately by Owner.

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one “For Sale” sign placed by the Owner, Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot, subject to the provisions of Section 9.2 below and applicable law. The restrictions contained in this paragraph shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant, or construction and marketing-related signage by Declarant or its contractors, subject to compliance of the sign and its placement with applicable law. The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed on the Lot in a manner consistent with federal flag display law, 4 U.S.C. § 1 *et seq.*

4.12 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 containers for timely and proper disposal, out of public view. Yard debris, dirt, and other materials resulting from landscaping work shall not be dumped onto streets or any other Lots. Each Owner is responsible for trash disposal, placing trash and recycling containers at the curb no more than eighteen (18) hours before collection and twelve (12) hours post collection. No trash, recycling, or storage containers shall be visible from any adjacent street or neighboring Lot and shall not be allowed to emit any odors or attract insects or rodents.

4.13 Fences and Hedges.

- (a) Fences. All fences built within Parkview Estates shall conform to the standard set forth in Appendix 1A recorded with this document. Fences shall be stained using Sherwin Williams Woodscapes, Hawthorne #3518, 150% mix. No fences shall be installed, painted, stained, or otherwise modified without approval of the ARC and all fences must meet the standards and permitting requirements of the local jurisdiction’s development code standards.
- (b) Fence Maintenance by Owner. Except as otherwise provided in this Declaration, any fencing installed on Owner’s Lots either by Owner or Declarant, is the Owner’s maintenance responsibility.

- (c) Side Yard Fencing. Side yard fencing on any lot shall maintain a minimum five (5) foot-setback from the front of the home.
- (d) Front Yard Fencing. No front yard fencing shall be installed.

4.14 Basketball Equipment, Service Facilities; Utilities. All basketball hoops and backboards shall be portable and shall not be affixed to a garage, residence, stationary post or other structure on a Home. When not in use, basketball hoops and backboards shall be stored out of sight of neighboring Homes. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Home. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners collectively at their sole expense.

4.15 Antennas, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC. Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot, subject to ARC approval, so long as they are installed above the first story (at least eight feet off the ground) and fully below the highest peak of the roof, in the least noticeable location as possible, such as at the eaves or other break in the natural lines of the residence. The ARC shall have the absolute authority to determine whether the placement of the satellite dish fits these standards. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

4.16 Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. Area, flood, and ornamental lighting must be of a subdued nature. False alarms of security and fire systems will not be allowed to repeatedly occur. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

4.17 Grades, Slopes, and Drainage. There shall be no modification to or interference with the established grading and drainage patterns or other systems over or through any Lot on the Property unless properly engineered and permitted by the governing jurisdiction, if required, and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and drainage patterns may not affect other Lots or real property on or outside of the Property. The term "established grading and drainage patterns" shall mean any Declarant installed walls, grading, drainage systems, conduits, inlets, and outlets, designed and constructed on the Property.

4.18 Damage or Destruction to Home or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either:

- (a) restore the damaged improvements; or

- (b) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition.

Any restoration proceeding under (a) in the immediately preceding sentence must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.19 Detached Building. No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, pre-fabricated patio covers, custom patio covers, pergolas, gazebos, greenhouses, children's playhouses, and similar structures, shall be built without the prior written consent of the ARC and may not be built in any front or side yards adjacent to a street. All such detached buildings must meet the City and/or County Development Code and Building Code Standards. Permanent outbuildings shall be of a one (1) story design and shall not exceed nine (9) feet above the existing grade of the Lot. They shall be constructed of materials considered complimentary to the exterior of the home and the neighborhood at the ARC's discretion. Metal sheds are prohibited. Heavy-duty rubber or unbreakable plastic or composite storage sheds that are portable and temporary in nature may be approved providing that they are:

- (a) screened or hidden from the view of neighboring Lots;
- (b) aesthetically harmonious with the home in terms of color and texture/finish (e.g. pebbled/muted/dull).

4.20 Owner's Maintenance Obligations. Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair, and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement, and care of roofs, gutters, downspouts, surface water drainage, walks, and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass, and plantings of every kind neatly trimmed, fertilized, properly cultivated, and free of trash, weeds, and other unsightly materials.

4.21 City and County Ordinances and Regulations. The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Prineville, State of Oregon or Crook County are more restrictive or provide for a higher or different standard, the ordinances and regulations of the City of Prineville, State of Oregon, Crook County, or any jurisdiction the Property may be annexed into, shall prevail.

4.22 Security. The Owners are exclusively responsible for the security of their Home and Property.

ARTICLE 5

ARCHITECTURAL REVIEW COMMITTEE

5.1 Architectural Review. No improvement shall be commenced, erected, placed, or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the responsibility of the Owners. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC, including, without limitation, establishment of an application fee to cover the ARC's costs of review, such as fees for professional consultants to advise the ARC, costs of mailing or sending notices, and photocopy costs. Construction by Declarant is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply.

5.2 Architectural Review Committee, Appointment and Removal.

5.2.1 The ARC shall consist of no fewer than three (3) members and no more than five (5) members, except that for so long as Declarant retains the right to appoint the ARC members, Declarant may appoint a single person to serve as the ARC. Subject to the foregoing, the exact size of the ARC shall be determined by Declarant until the Turnover Date (as defined below) and thereafter by the Owners.

5.2.2 Declarant reserves the right to determine the exact size of the ARC, subject to the parameters set forth in Section 5.2.1 above, and to appoint, remove (at any time for any reason with or without cause), and replace all members of the ARC until the earlier to occur of (the "Turnover Date"): (a) the date which is one (1) year after the conveyance of the last Lot owned by Declarant to an Owner other than a successor Declarant or (b) upon election in writing by Declarant to delegate such right to the Owners.

5.2.3 On the Turnover Date, all members of the ARC appointed by Declarant shall resign and the Owners shall thereafter have the right to determine the exact size of the ARC, subject to the parameters set forth in Section 5.2.1 above, and to appoint, remove (at any time for any reason with or without cause), and replace all members of the ARC in accordance with this Section 5.2. All actions and decisions of the Owners regarding the size or composition of the ARC, including the appointment, removal or replacement of any of its members, shall be approved by a majority of the Owners, based on one (1) vote per Lot. There shall be no cumulative voting for the appointment of ARC members.

5.2.4 Any vote of the Owners regarding the size or composition of the ARC, including the appointment, removal or replacement of any of its members, may be conducted at a meeting of the Owners. Any Owner may call for a meeting of the Owners by delivering to each Owner in person at the Owner's Lot, or by mailing to each Owner by regular first-class mail at the address

for the Owner's Lot on record with the Crook County Department of Taxation and Assessment for the mailing of real property tax statements, a written notice stating the location, date, time and purpose of the meeting and the name of the Owner calling the meeting. The notice of the meeting must be delivered at least ten (10) days before the date of the meeting, but not more than fifty (50) days before the date of the meeting. All meetings shall be held at a location within the City of Prineville, Oregon selected by the Owner calling the meeting and designated in the meeting notice. The Owner calling the meeting shall maintain minutes of the meeting, identifying the number and names of the Owners in attendance, describing all matters voted on at the meeting and the number of votes in favor of and against each such matter. The Owners shall not vote on any matters at a meeting unless such matters were described in the notice of the meeting. Following a meeting, the Owner who called the meeting shall deliver a copy of the meeting minutes to each Owner using one of the delivery methods described above for the delivery of meeting notices.

5.2.5 Any action or decision of the Owners regarding the size or composition of the ARC, including the appointment, removal, or replacement of any of its members, may also be taken without a meeting if the action or decision is evidenced by a written consent describing the action taken or decision made and signed by a majority of the Owners, based on one (1) vote per Lot. Any action or decision of the Owners by written consent shall be effective when a majority of the Owners, based on one (1) vote per Lot, have signed the written consent unless the written consent specifies a different effective date. The record date for determining the Owners entitled to take action without a meeting shall be the date on which the first Owner signs the written consent. Upon the execution of any written consent by a majority of the Owners, based on one (1) vote per Lot, the Owner who prepared the written consent shall deliver a signed copy of the written consent to each Owner using one of the delivery methods described in Section 5.2.4 above for the delivery of meeting notices.

5.2.6 The term of office for each member of the ARC shall be for one (1) year unless lengthened by Declarant or the Owners, as applicable, at the time of appointment or election or unless a member of the ARC is sooner removed by Declarant or the Owners, as applicable, in accordance with this Section 5.2. Notwithstanding anything contained herein to the contrary, if any member of the ARC resigns, then the remaining members of the ARC shall have the right to appoint the resigning member's replacement who shall serve the remainder of the resigning member's term unless sooner removed in accordance with this Section 5.2. Declarant or the Owners may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC.

5.3 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

5.4 Duties. The ARC shall consider and act upon the proposals, plans, or both submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural

review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials, and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

5.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty-one (21) days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

5.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

5.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.8 Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

5.9 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

5.10 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, any Owner may: (a) remove the noncomplying improvement; (b) remedy the noncompliance; or

(c) file suit to compel compliance. The non-complying Owner shall be liable for all costs of such action, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

5.11 Liability. Neither the ARC, its agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by the member.

5.12 Estoppel Certificate. Within twenty-one (21) days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by a member of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either: (a) all improvements made on, done, upon, or within such Lot by the Owner comply with this Declaration or any Architectural Standards promulgated by the ARC; or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and the Owner's heirs, devisees, successors, and assigns shall be entitled to rely on the certificate with respect to the matters set forth therein. The certificate shall be conclusive as between Declarant, the ARC, all Owners, and all such persons deriving an interest through any of them.

ARTICLE 6

GENERAL PROVISIONS

6.4 Enforcement; Attorneys' Fees. The Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, and easements now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by any Owner or mortgagee to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal or review therefrom shall be entitled to recovery of reasonable attorneys' fees and costs.

6.2 Formation of Board. Upon the construction and the initial sale of a home on at least one hundred percent (100%) of the Lots on the Property, the Owners may thereafter elect, by a vote of the majority of the Lot Owners, to form a homeowners' association, committee, board, or other body to govern Parkview Estates, to enforce compliance with this Declaration, and to take such other actions as may be determined by the Owners. All actions and decisions of the Owners regarding the formation, size, composition, powers, and other attributes of such body, including the appointment, removal, or replacement of any of its members, shall be approved by a majority of the Owners, based on one (1) vote per Lot.

6.3 Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

6.4 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a written instrument executed by at least ninety percent (90%) of the Owners and ninety percent (90%) of the holders of first mortgages on the Lots and recorded in the official records of Crook County, Oregon. Provided, however, amendments which do not constitute rescission or termination of the Declaration may be adopted as provided in Article 6.5 below.

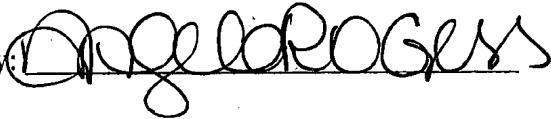
6.5 Amendment. Except as otherwise provided in Sections 6.4, 6.6, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by a written instrument executed by at least seventy-five percent (75%) of the Owners and recorded in the official records of Crook County, Oregon. Provided, however, for so long as Declarant owns any Lot, no amendment affecting the General Plan of Development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns.

6.6 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

6.7 Unilateral Amendment by Declarant. Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission, or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots.

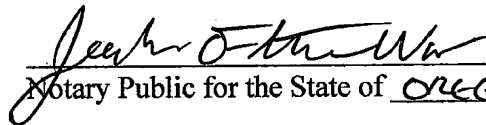
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IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 26th day of FEB., 2024.

By: 

STATE OF OREGON)
) ss.
COUNTY OF CROOK)

The foregoing instrument was acknowledged before me the 26th day of FEB., 2024, by ANGELA ROGERS, MEMBER of ROGERS ENTERPRISES, LLC., on behalf of said company.


Notary Public for the State of OREGON

