



**After Recording Return To:  
Cimmaron Terrace HOA, Inc.  
P O Box 288  
Washougal, WA 98671**

State of Oregon County of Umatilla	
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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF PHASE ONE CIMMARON TERRACE  
HOMEOWNERS ASSOCIATION**

**This DECLARATION, made on the date hereafter set forth by the Declarant being, American Development Co. No. 100, LLC, Vestcapital Fund III, LLC, and Hanes-Zoller Joint Venture, as the current owners of record.**

**WITNESSETH**

Whereas; the Declarant, including those of record as attested herein, are 100% owner(s) of certain real property in the city of Hermiston, Umatilla County, State of Oregon, commonly known as Cimmaron Terrace Planned Unit Development, Phase One. And legally described as;

**Cimmaron Terrace Phase One, including lots 1-74 and Parking Tracts A, B, C, and D, City of Hermiston, Umatilla County, Oregon.**

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

**ARTICLE I**

**Definitions**

"Association" shall mean and refer to Cimmaron Terrace Homeowners Association (CTHOA), its successors and assigns.

“Declaration” or “CCR” means the Declaration of Covenants, Conditions and Restrictions for Cimmaron Terrace, and all of the easements, covenants, restrictions and charges set forth therein, together with any rules or regulations promulgated thereunder and may be amended or supplemented from time to time in accordance with the provisions therein.

“Owner” shall mean and refer to the record Owner, including Declarant(s), whether one or more persons or entities, of the fee simple title to any Lot, or as 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.

“Properties” shall mean and refer to that certain real property hereinbefore described as Phase One, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties.

“Unit” shall mean and refer to any townhome on its individual Lot and attached to adjoining townhomes.

“Declarant” shall mean and refer to the current or original developer(s); or the sale or assignment to an individual or entity in succession acting as the developer; or a member or individual of the original entity of the subject development. More specifically, the Declarant herein has counter signed hereto, in the singular or plural, or by association. The current or prior Declarant(s) herein are American Development Company, No. 100, LLC; and by association or in succession, Hanes-Zoller Joint Venture; and Vestcapital Fund III, LLC. Any reference to the original Declarant shall include all named and have Class “B” membership.

Common Area(s) shall mean any real or personal property under the care or ownership of the Association and held for the rights and use of all owners in common.

Board of Directors. Also referred to as BOD, shall be the duly elected officers of the Association and govern the affairs of the Association as herein described.

PUD shall mean Cimmaron Terrace Planned Unit Development, including all phases of Cimmaron Terrace PUD as approved and adopted by the city of Hermiston.

## **ARTICLE II**

### **Property Rights**

SECTION 1.1 In General Except as hereinafter provided, every owner shall have the right of peaceful and exclusive possession of its Lot and all appurtenances. The Association,

however, shall have the right to establish and promulgate all reasonable rules, regulations and programs relating to the care and maintenance of exterior improvements, landscaping, common areas, as herein described.

**Non-Severability.** The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, if any, subject to the provisions of Section 1.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for his own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots described in this Article are subject to the easements granted and reserved in this Declaration. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Phase One Cimmaron Terrace.

1.2 **Ownership of Lots.** Title to each Lot shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner.

1.3 **Ownership of Common Areas.** Title to any Common Area, if any, not previously granted to the city of Hermiston shall be conveyed to the Association upon mutual agreement and event.

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

(a) **Easements on Plat.** The Common Area and Lots are subject to the easements and rights of way shown on, or noted, on the Plat.

(b) **Easements for Common Area.** Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

(c) **Easements Reserved by Declarant.** So long as Declarant or Declarant in succession owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real

property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his family, tenants, guests or invitees.

(d) **Storm drain(s) and irrigation easements.** All front rear and side yards of each Lot are subject to an easement for use and maintenance of utilities, storm drains and pipes, clean outs, communication cable, phone, TV, power, and irrigation systems and equipment. No disturbance of an easement or utility system is allowed by a lot owner, or others, without the formal approval of the Association and the governing municipality.

(e) The Property is subject to a "Shared Elements Easement" of record which provides for the care, use, and maintenance of shared common elements between adjoining property(s). State statute shall prevail in the case of conflict with the CCRs or Corporate Bylaws.

(f) **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. 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, 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 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, or is the responsibility of the Association. In addition, an easement is specifically reserved to the Owners of any contiguous Home in each structure, and the Association, as their interests may exist, for access to, and right of repair or service to utility and/or drainage lines and facilities which exist on each Lot for common use of Owners in said structure.

(e) **Association's Easements.** There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations and common maintenance of the Association set forth in this Declaration, the Bylaws and Articles, as the same maybe amended or supplemented.

(f) **Easement to Governmental Entities.** There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties.

(g) **Landscaping.** The Association shall pay for any landscape maintenance, upkeep and replacement, as well as utilities pertaining to landscaping or maintenance for front yards, side yards, rear yards, including street frontage planter strips, unless otherwise described or limited herein. Any plantings which are added by Owners must be approved by the Association and will be maintained at the sole expense of the Owner unless approved in writing by the Association.

(h) **Drainage Lines.** The Association shall maintain the drainage systems from the homes to the point of intersection with the publicly owned storm drain facility. The Association hereby reserves a maintenance easement for said drainage requirements.

(i) Maintenance Easement. An easement is hereby reserved in favor of the Association and its successors, assigns, contractors, agents and employees over, across, and under each Building Lot, the exterior portions of the dwelling units on each Building Lot, the Common Areas, the Landscaped Areas, the Parkways Strips and any other areas of the Property necessary or appropriate for the purposes of accomplishing the maintenance, repair, and replacement of Improvements. As noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area and shall hold the Association harmless from any such costs.

### ARTICLE III

#### Membership, Board, and Voting Rights

SECTION 1. Every Owner of a lot which shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot in the Association.

SECTION 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be considered members and designate one (1) address for the mailing of all notices. The vote shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. 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: **a). 75% of the lots, including all phases of the Cimmaron Terrace PUD, are deeded to Owners other than the Declarant; b). or, any date, at the election and discretion of the Declarant;** at which time the Declarant may elect to include all phases of the entire PUD or create separate Associations for each phase of development.

Proxy Vote. Each Owner may cast his vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 65.222. An Owner may not revoke a proxy given pursuant to this section except by actual notice or 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 one (1) year after its date, unless the proxy specifies a shorter term.

SECTION 3. Interim Board of Directors and Officers. The Declarant, or a Member appointed by the Declarant, shall be the initial and continuous Director and President of the Association until such date as he/she resigns the position or is replaced by a vote of the membership at the formal and duly authorized "Turnover Meeting" of the Association. The interim President may appoint, or remove, a temporary BOD and committees to operate and run the association until a vote of the membership at the formal Turnover meeting of the HOA membership. The interim BOD shall have full authority to conduct the business

in the best interest of the Association using Roberts Rules of Order with decisions made by consensus of the BOD and the Declarant presiding as Chairman/President.

SECTION 4. Turnover Meeting. Within one year of the sale and deeding of 75% , or more, of the total lots in phase one, the Declarant and interim BOD shall call a duly noticed meeting of the membership and conduct elections of a BOD to assume full authority and operation of the Association as further describe herein in compliance with the Corporate Bylaws.

#### **Article IV**

##### **Covenant For Maintenance Assessments**

SECTION 1. Creation of the Lien and Personal Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot 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, such assessments to be established and collected as hereinafter provided, except as provided in Section 7 hereof. The annual and special assessments, together with interest, penalties, attorney's fees, and related costs, 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, penalties, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and may be collected as such. Except as may be limited by law, a delinquent assessments shall pass to the successors in title, and remain a lien against the real property until paid in full or expressly released by the Association.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the structures and landscaping as further described herein.

SECTION 3. Assessments and Transfer Fees.

Class "A" monthly Assessments. Beginning November 1<sup>st</sup>, 2019 all Class "A" Members shall be assessed at the initial rate of \$65.00 per month, per lot/townhome, and every month thereafter from the date of a recording, thereof.

Class "A" transfer Fees. Every Purchaser upon a deed transfer of Class "A" Membership shall be assessed a "Transfer Fee" at initial fee of \$295.00, per lot/townhome. The monthly assessment and Transfer Fee shall be paid as of the date of recording, thereof.

Class "B" monthly Assessments. Except as provided herein, beginning November 1<sup>st</sup>, 2019 all Class "B" Members ownership shall be assessed at the initial rate of \$65.00 per month, per lot/townhome, and every month thereafter.

Class "B" transfer Fees. Every Purchaser upon a deed or ownership transfer creating a Class "A" Membership shall be assessed a "Transfer Fee" at an initial fee of \$295.00, per lot/townhome. The monthly assessment and Transfer Fee shall be paid as of the date of recording, thereof.

Class "B" initial transfer fee. The Declarant shall pay a one-time Transfer fee of \$295.00 for any lot/townhome retained, leased, or occupied as of the date of recording of the Declaration. This shall represent full assessment compensation to the Association or to the Declarant for expenses and/or reserves to date of Declaration recording.

Exemption. Except as otherwise provided herein, the Declarant as Class "B" members shall be exempt from any and all assessments until the date of the first occupancy or the sale or transfer to a Class "A" member.

Board discretion. To satisfy common maintenance reserve requirements the monthly or annual assessments, and transfer fees may be increased at the discretion of the BOD without a vote of the Membership provide that the annual increase is not more than thirty percent (30%) above the current assessment without a vote of the general membership. Any deferred annual increases shall not be cumulative.

SECTION 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association or the BOD may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unscheduled maintenance, repair or replacement of a capital improvement. Such assessment shall have the assent of two-thirds of all potential class votes who are voting in person or by proxy at a meeting duly called for this purpose; or by a majority vote of the BOD as deemed necessary by the board without a Membership vote.

SECTION 5. Notice and Quorum for Action Authorized under Sections 3 and 4. Except for those action permitted at BOD discretion, written notice of any meeting called for the purpose of amending or changing an action authorized under Section 3 and 4 shall be sent to all members not less than thirty (15) days, nor more than (60) days in advance, of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty five percent (25%) of all the class votes of membership shall constitute a quorum. If the required quorum is not present, another meeting (or meetings until quorum is met) may be called subject to one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment and voting. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis as established by the BOD.

SECTION 7. Date of Commencement and Monthly Assessments: Due Dates: For the purposes of this and other provision herein described, the anniversary date as herein

referenced shall initially be November 1<sup>st</sup>, 2019 and each following January 1st thereafter. The monthly assessments provided for herein shall commence on all Lots which are owned under Class A membership on the first (1st) day of acquisition of any lot or lots by owner of record. Class B membership as herein provided. The Board of Directors shall fix the amount of the monthly assessment against each Lot owned under Class A membership at least thirty (30) days in advance of each Annual Anniversary Date. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the BOD. The Association shall, upon demand and for a reasonable charge (Transfer Fee) as established by the BOD, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as the date of its issuance. Future phases may be included in the general HOA membership will be subject to newly established dues/assessments and conditions at Declarant's discretion.

SECTION 8. Maintenance Reserve Fund. It shall be the policy and obligation of the Association to establish and maintain an account with a banking institution with sufficient funds for the projected maintenance and reserves of the Association as per state requirements and procedures. A 30-year reserve budget shall be established to assure sufficient reserves are available to cover future replacement, maintenance, and repair of all structural components as per Sections 11, 12 and 13.

SECTION 9. Effect of Nonpayment of Assessments: Remedies of the association. Any assessment not paid within thirty (30) days after due date shall be charged a late fee and additional penalties as established at the discretion of the current BOD. In addition, the Association may bring an action at law suit against the Owner personally obligated to pay the same, or foreclose the lien against the property. Reasonable attorney's fees will be paid by the prevailing party. No owner may waive or otherwise escape liability for delinquent assessments provided for herein by non-use, assignment, or abandonment of his lot. Any delinquent assessments shall remain a lien on the subject lot(s) and be the obligation of the owner of record regardless of when the debt was assessed. Failure to pay any assessment provided for herein, shall not constitute a default under a mortgage insured by the Federal Housing Administration, the Veteran's Administration or by any other Federal Agency.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot by mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due, or from the lien thereof.

SECTION 11. Landscape Maintenance. Except as herein limited, it shall be the obligation and responsibility of the association for all exterior landscape maintenance of each Lot. The association shall maintain and repair those items which suffer normal aging depreciation, including: trees, shrubs, grass, underground sprinkler systems, and those certain other items lying within the herein described maintenance areas that may be



identified and approved by the association. Except that any damage caused or the result of an Owner's specific fault or action shall be repaired or corrected by the Association and charged to the Owner. Irrigation water shall be supplied by the lot owner at owner's expense, and under the exclusive controlled and application by the Association.

If private or common fences are allowed, they shall be the mutual obligation of adjoining property owners and subject to the design, construction, and maintenance requirements as established by the association. A lot owner shall not alter, remove, or enhance their landscaping without approval from the Association as herein described. Excepting, all free standing pots or planting boxes shall be excluded from Association maintenance and subject to Association's discretionary approval.

SECTION 12. Exterior Maintenance. Exterior maintenance caused by normal aging or "wear and tear" shall be **the obligation of the Association;** and limited specifically to:

1. Common area Landscaping.
2. Common area parking and mailboxes/
3. Siding.
4. Painting/Caulking.
5. Roofing & any gutters/downspouts.
6. Window frame excluding hardware and lock systems.
7. Or, as required by state "Common Elements" state statues.

Any item not specifically included herein shall be the assumed obligation and duty of Owner of record.

Those exterior items specifically **Not maintained** and not the obligation of the Association shall include, but not limited to:

1. Concrete foundations, sidewalks, patios, parking aprons.
2. Window glass and screens.
3. Lighting and personal décor.
4. Front entrance or patio doors.
5. Garage doors, glass, and electric door openers.
6. Glass patio doors and screens.
7. Personal hardware or public utilities.
8. Any future testing, permits, or certifications requirements by municipalities or agencies.
9. Any repair caused by acts of vandalism, carelessness, third party action, or Acts of Nature.
10. Personal & Property fire and casualty insurance which is at Owner's expense & effort.
11. Any items covered by Owner's fire and casualty insurance.

**All interior, structural, and mechanical repair and maintenance, as well as fire and liability insurance shall be the owner's obligation and duty.**

In the event an Owner does not comply to the Association's mandate to properly maintain their property the Association shall have right to correct whatever maintenance problem there may be and to charge the owner accordingly, provided that a 30 day notice of such intent by BOD is mailed to the last known address of the owner of record.

SECTION 13. Common Areas. The Association shall be responsible and liable for applicable Common Area maintenance including parking lots, mailboxes, green space, and other property under the care or ownership of the Association and funded by Association annual assessments. Future phases of Cimmaron Terrace PUD are at the discretion of the Declarant of record.

## **ARTICLE V**

### **Architectural Control**

Excluding the original developer, home builder, Declarant, and initial construction; no building, fence, wall, permanent decoration, or other structure or addition shall be commenced, erected or maintained upon the Properties nor any exterior paint color or exterior wall or roof material changed, nor shall any exterior addition to or change or alternation therein be made until the plans and specification showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee appointed by the Board or membership.

## **ARTICLE VI**

### **Authority and Duty of the Association**

The Association, acting through its Board of Directors shall have the authority and the duty to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members.
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided therein to,
  1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
  2. Send written notice of assessments or changes to members subject thereto at least thirty (30) days in advance of each annual assessment period; and

- d. Procure and maintain adequate Directors and Officers, HOA liability, property, and hazard insurance as necessary to reasonably protect the Association.
- e. Maintain required landscaping and exterior structural components in good condition and notify individual owners of any maintenance and violations issues.
- f. Cause all invoices, taxes, and contracts to be paid timely and as contracted.
- g. Hire and contract with a bookkeeper or accounting firm or compensate a board member for clerical work done on behalf of the Association.
- h. Hire a professional licensed property management company at any time or election and at BOD discretion, at a competitive contract term and rate. If the Declarant or an associate of the Declarant provides clerical services the Declarant shall be reimbursed at a rate of not more than \$400 per month plus expenses, or as otherwise approved by the general membership. In no event shall said clerical services be construed or implied to include representation as Association management. Association management shall remain exclusively the obligation of the BOD and shall hold any entity or individual providing services harmless as to same.

## **ARTICLE VII**

### **Use Restrictions**

**SECTION 1. Land Use and building Type.** The properties shall be used for residential purposes only, except that the Declarant may use one or more lots for models and a sales office. All homes must remain in their original attached configuration. A home business shall be permitted provided they are consistent with all restrictions of municipal code and the herein described homeowner association requirements.

**SECTION 2. Signs:** No sign of any kind shall be erected, maintained or displayed to the public view on any Lot, except one sign not larger than eighteen (18) by twenty -four (24) inches, advertising the property for sale or rent. Signs used by developer or a builder to advertise the property during the initial sales and construction period shall have no restrictions. Ornamental plates designating the name or address of the residence or the Owners thereof shall be allowed with approval of the board.

**SECTION 3. Animals:** Except as may be allowed by law, no animals, livestock, or poultry of any kind shall be allowed or bred on any Lot, except as may be approved the BOD or as otherwise allowed and regulated by the Association's formal Rules and Regulations. Pet Owners must register their pets with the local municipal licensing laws and file copies of licenses with the Association noting annual compliance. Pets must be leashed outside of the owners lot at all times and Owners are obligated for cleanup and dispose of any feces or messes created by pet. Pets shall not be allowed to live outdoors, and no pet houses shall be erected or set outdoors. Violations of any city and state ordinances and laws shall be reported and enforced and subject to established penalties by the Association.

**SECTION 4. Waste.** No part of the properties shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container and out of sight from the public street.

**SECTION 5. Nuisance.** No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**SECTION 6. Vehicles and Boats.** No trailer or other RV, camper-truck, tent, garage, barn shack or other out-building shall at any time be used as a residence temporarily or permanently on the properties. Parking of RVs, boats, trailers, trucks, truck-campers, heavy equipment, and like equipment shall not be allowed on any part of the properties nor any common area, private or public street or right-of-way, excepting only within the confines of any enclosed garage. Parking of inoperable cars, junk cars or other unsightly vehicles shall not be allowed on the properties excepting only within the confines of any enclosed garage. The Association has the right to remove any vehicle or structure in violation of this Section at Owner's expense and subject to penalties.

**SECTION 7. Maintenance.** Other than those maintenance requirements of association contained in article IV section 11 and 12, and as otherwise herein described, it shall be the obligation of each Owner of any lot to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any. Except for those area maintained by the Association, all side and rear yards must be or maintained, free of garbage, or as determined unsightly by the Board of Directors. Concrete foundations, walks, and driveway, and snow and ice removal (except as maintained by municipality) shall be the maintenance obligation of the lot owner.

**SECTION 8. Antennae & Satellite Dishes.** Except as may be permitted by law or government, installation of radio and/or television antennae above the roof ridge is prohibited on any structure. Satellite Dishes are subject to HOA approval. Any roof or siding penetration shall become the liability and repair obligation of the homeowner in the event of damage.

**SECTION 9. Completion of Construction.** Construction of any dwelling shall be completed, including exterior decoration, within one (1) year from date of start of such construction.

**SECTION 10. Fences:** No perimeter or screen fencing shall be constructed without prior review and approval as provided in Architectural review and shall be the maintenance responsibility as determined by the Association.

**SECTION 11. Easements.** Easements for the installation of and maintenance of utilities and drainage shall remain available for common use; and maintained, in an attractive and well-kept condition, consistent with the remainder of lots. A common easement is hereby

established for the installation of utilities through, or across neighboring lots provided they are installed within setbacks and do not interfere with existing or potential structures on any lot.

SECTION 12. As per Article II, Section 1.4, an easement for the benefit of an adjacent or attached lot is hereby established for maintenance purposes for exterior walls, roofs, and all other exposed structural components when a structure is built on or near a property line or attached to the neighboring structure, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and shall be a Covenant running with the land.

SECTION 13. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any lot. This prohibition includes, but is not limited to, manufactured homes, existing homes moved from another location, utility building, or other structures not installed by original Declarant.

SECTION 14. Fuel Storage. Firewood or other fuel will not be permitted to be stored on the exterior of any buildings. Fuel tanks of any type are not permitted.

SECTION 15. Vehicles storage or repair. No person shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any Lot or upon the public street except for such emergency repairs necessary to enable the movement thereof to a proper repair facility. With the exception that such vehicles are allowed for visitation provided they do not remain on site or in the street for more than 2 consecutive days.

SECTION 16. Parking and vehicle limitations. Unless otherwise approved by the BOD or Declarant, no member, lot owner, or guest combined shall have more than 3 vehicles of which only one can be parked on the public street or common area parking.

SECTION 17. Common area parking pads. There are 4 common use Parking Pads within the association neighborhood. These parking pads belong exclusively to the association and are subject to restricted use as described and allowed by the BOD or the Rules and Regulations. The parking pads are intended for visitor and guest parking and a Member is only allowed the use of one space at any time including a personal vehicle, or a member's guest or visitor. No vehicle is allowed to remain stationary in a parking space for more 48 hours. Violators will be subject to penalties as established by the BOD or the Association Rules and Regulations.

SECTION 18. Rules and Regulation. The BOD shall adopt further rules, regulations, and penalties without an amendment to these CCR provided they do not conflict with any Covenants or Bylaws; including but not limited to violations, penalties, parking, vehicles, pets, neighborhood activities, rental, and notices.

SECTION 20. Insurance. Each homeowner/member shall be obligated to maintain fire and extended coverage insurance for their property at all times and supply a copy of annual

proof of coverage if requested by the Association. The Association shall always maintain a minimum \$1,000,000 general liability and director's and officer's insurance coverage.

**SECTION 21. Home Leasing and Rental.** Rentals are permitted without ratio or percentage limitations as to the total number in the subdivision. All leased homes must be professionally managed. An Owner must hire a professional management company for any rental business or activity. The Owner must provide the name and contact information of the management company to the Association. When a home is leased the management company must provide a copy of the lease to the Association within 10 days of occupancy. The management company must provide any tenant with a copy of the CCRs and Rules and Regulations prior to move in. Violators will be penalized accordingly. All Members acknowledge and are subject to this provision by disclosure and covenant.

## **ARTICLE VIII**

### **General Provisions**

**SECTION 1. Enforcement of Use Restrictions** Should any suit or action be instituted by any Owner or by the Association to enforce any of the rules contained herein, or to enforce any similar use restrictions adopted by the Association, after demand for compliance therewith or for the cessation of such violations and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such act or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements. 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.

**SECTION 2. Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**SECTION 3. Amendment** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than a voting percentage as set by law or sixty-seven per cent (67%) of all Classes of Lot Owners, whichever is more restrictive.

**SECTION 4. FHA/VA Approval.** If the FHA or the VA approve any portion of the land described in Exhibit "A"; as long as there is a Class B membership, the following actions will require approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties; and amendment of this Declaration of Covenants, Conditions, and Restrictions.

**SECTION 5. Lien** In the event the Association takes any action to correct problems caused by an owner's failure to comply with any provision of this Declaration, or as it may be amended from time to time, the Association shall have a lien for the cost thereof against the property of such owner. In any action to foreclose any lien, the Association shall be entitled to recover reasonable attorney's fees in addition to statutory costs and disbursements.

**SECTION 6. Security.** The Association is not responsible for security of the neighborhood or any Homes and the Owners are exclusively responsible for security of their Home and Property

**SECTION 7. Indemnification.** To the full extent allowed by law, the Declarant, and each Director, Association Committee member, or Association officer shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by reason of having held such position. In the event of settlement, the indemnification shall apply only when the Board of Directors determines that the settlement and reimbursement are in the best interests of the Association.

**SECTION 8.** The CCRs shall be recorded in the county records of Umatilla County, Oregon. In the event of conflict between Oregon Law and these CCRs, state law shall prevail. In the event of conflict between these CCRs and the Association Bylaws, the CCRs shall prevail.

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[signature Page]

IN WITNESS WHEREOF, the undersigned being the Declarant and 100% of ownership of record, have executed this instrument this 25 day of OCTOBER, 2019

Declarant/Owner of record:

American Development Co. No. 100, LLC

By: Mark H Zoller  
Mark H Zoller, M H Zoller Co. LLC, for Hanes-Zoller managing member.

Hanes-Zoller Joint Venture

By: Mark H Zoller  
Mark H Zoller, M H Zoller Co. LLC, managing partner

Vestcapital Fund III, LLC

By: Mark H Zoller  
Mark H Zoller, Hanes-Zoller JV, for Vestcapital Funds III Management, LLC

Notary:

WASHINGTON, STATE

COUNTY OF Clark

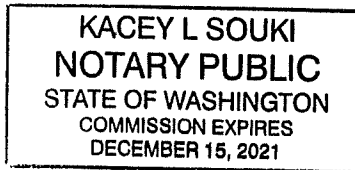
I certify that I know or have satisfactory evidence that Mark H Zoller, is the managing member and the person authorized to sign for the entities herein described, who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: Oct 25, 2019

Kacey L Souki

Notary Public in and for the State of Washington

Residing at: Camas, WA



My appointment expires: 12/15/2021 State of Washington