

After recording return to:
Walter Land Company, LLC
P.O. Box 391
Silverton, OR 97381

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Walter Land Company, LLC, an Oregon limited liability company, being the owner of the following described real property, does hereby bind its successors, grantees, heirs, devisees, administrators, executors and assigns, by and under the following covenants, restrictions and conditions to govern, relate to and restrict the use and occupancy of the following described real property in Marion County, State of Oregon Lots 321 through and including Lot 358, hereinafter called the "Subdivision" and more particularly described as follows, to-wit: PIONEER VILLAGE PHASE 6, MARION COUNTY, OREGON.

ARTICLE I

RESIDENTIAL COVENANTS ON ALL LOTS IN PIONEER VILLAGE PHASE 6

1. With the exception of Lots 321, 357, and 358, no structure shall be constructed other than one, detached single-family dwelling with side-by-side private garage for two (2) or more cars, and other non-residential accessory buildings as may be allowed by law. Lots 321, 357, and 358 are permitted to construct a "duplex" residence on each lot: an attached two-family dwelling with side-by-side private garage for one (1) or more cars and other non-residential accessory building as may be allowed by law.
2. All residences and garages must be constructed on site. No manufactured home, as defined in ORS 446.003, or mobile home shall be sited on any lot in the subdivision. No recreational vehicle may be used for residential purposes.
3. No temporary or unfinished building shall be used as a residence.
4. No poultry or livestock shall be kept in this subdivision.
5. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. The following easements shall exist:
 - a. Easements for installation and maintenance of utilities and storm drainage facilities are reserved as shown on the recorded plat and in addition to as follows:
 - b. A public utility easement (PUE) is provided along the street side and frontage of each lot of the Subdivision. This easement is for the installation of any City of Silverton (City) or

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private utility company facility including but not limited to, laterals, water meters, clean-outs, conduits, vaults, lines, pedestals, boxes, etc. to provide public and private utility services to the Subdivision and surrounding parcels and development.

- c. A Private Access and Utility Easement (“PVTAUE”) is located across the southerly portion of Lots 321 and 322 for vehicle, mechanical equipment, bicycle, and pedestrian access and the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of private utility services for the purpose of providing, water, sanitary sewer, storm drain, power, telephone, cable, other communication, and other underground utility services for the subject lots.

The Declarant shall install and perform the initial installation and construction of the storm drain, sanitary sewer, and water service laterals, clean out and water meter boxes, power, cable, telephone, other communication, and other related cables, conduits, lines, vaults, boxes, risers, pedestals, etc., and all associated appurtenances to provide utility services to Lots 321 and 322. The Owners of Lots 321 and 322 or their assigns shall be responsible for and perform all inspection, operation, maintenance, excavation, backfill, repair, removal or replacement work involved with the private portion of the utilities after the initial installation by Declarant, that are not typically or required to be performed by the particular utility provider, to maintain its original design, intent, and capacity. The Owners of Lot 321 and 323 shall also be responsible for the initial hardscape (i.e., sidewalk, driveway, etc.) and landscaping development, surface restoration or repair, or hardscape or landscape maintenance or replacement for any area within the PVTAUE on Lots 321 and 322 disturbed during the inspection, operation, maintenance, repair, removal, replacement, relocation or other work involving said utility services and associated appurtenances within the PVTAUE, to the original condition that existed prior to the commencement of the applicable inspection, repair, removal, or replacement work.

The Owners of Lots 321 and 322 or their assigns shall have the responsibility to periodically review, inspect, maintain, performing hardscape and vegetation management and noxious/invasive vegetation removal, and operate the laterals and other utility services with the PVTAUE to insure their proper operation, maintenance, serviceability, and capacities.

The responsibility and payment of any expenses relating to the proper inspection, operation, maintenance, serviceability and/or repair/replacement of any of the facilities with the PVTAUE shall be by the applicable Lot Owner(s) which benefits/utilize the access or utility services of the said facilities, respectively.

The Owners of Lot 321 and 322 or their assigns agree to defend, indemnify and hold the other Lot Owner and the Declarant harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the vehicular, mechanical equipment, bicycle, and pedestrian access across the PVTAUE and the maintenance, operation, repair, or replacement of the laterals, conduits, lines, clean-outs, pedestals,

utility boxes/risers, hardscape, landscape, and all related appurtenances within the PVTAE.

- d. A Private Storm Drain Easement ("PVTSD") is located across the westerly portion of Lot 324 and along the northerly portion of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 for the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of a private storm drain main pipeline and all appurtenances for the purpose of storm, foundation, and surface water conveyance in an underground pipe under and across said lots out to a public catch basin on Riley Drive.

The Declarant shall install and perform the initial installation and construction of the private storm drain main pipeline and all associated appurtenances, the Owners of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 shall be jointly responsible for and perform all inspection, review, operation, maintenance, excavation, backfill, repair, removal or replacement work involved with the pipeline and appurtenances after the initial installation by Declarant, to maintain its original design, intent, and flow capacity. The Owners of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 shall jointly be responsible for the surface restoration, landscape restoration/replacement, or fence or gate replacement/reinstallation for any area within the subject PVTSD on any of the subject lots disturbed during the inspection, operation, maintenance, repair, removal, replacement, relocation or other work involving said storm drain conveyance pipeline and associated appurtenances within the PVTSD, to the original condition that existed prior to the commencement of the applicable inspection, repair, removal, or replacement work or any related operational or maintenance work. If the repair, removal, replacement, or relocation work is caused solely by the actions of one or more subject Lot Owners or their contracted forces, then those particular Lot Owners are solely responsible for all costs of the inspection, repair, removal, or replacement work warranted, including hardscape or landscape restoration/replacement.

The Owners of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 or their assigns shall have the responsibility to periodically reviewing, inspecting, maintaining, performing vegetation management and noxious vegetation removal, and operating the storm drain mainline pipeline that is aligned across their particular Lot, and associated appurtenances to insure their proper operation, maintenance and flow capacity.

The Owners of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 shall not place any fill or construct/place any embankment, wall, structure, building, fence, shrub or tree within or across the PVTSD (excluding the wooden fence constructed across the PVTSD at the property line) or increase or decrease the original design grades within the PVTSD by more than 0.2 feet without the expressed written consent of the upgradient Lot owners. Should such written consent be given, the Owner and their successors and assigns of the Lot in which the construction work is taking place within the PVTSD shall assume all risks and any associated cost and performance responsibility for repair/replacement for any damage or flow restriction to the pipeline, damage to/repair of associated appurtenances, and the related backfill, grading, and landscape repair/replacement.

The Owners of Lots 324, 325, 326, 327, 328, 329, 330, 331, and 332 or their successors or assigns agree to defend, indemnify and hold the other Lot Owners of the PVTSE and the Declarant harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the maintenance, operation, repair, or replacement of the private storm drain main and related appurtenances within the PVTSE.

- e. A Private Storm Drain Easement (“PVTSE”) is located across the northerly portion of Lot 339, and along the easterly portion of Lots 333, 334, 335, 336, 337, 338, and 339 for the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of a private perforated storm drain main pipeline, drain rock backfill, ditch inlet on 339, and all appurtenances (hereinafter referred to as “Lots 333 to 339 Trench Drain”) for the purpose of storm, surface, and subterranean water flows collection and conveyance in an underground pipe under and across said lots out to a public storm drain manhole in Heavenview Terrace. The Lots 333 to Lot 339 Trench Drain has been designed to also collect surface water run-on flows from the upgradient parcels located to the east of the PVTSE. The top of the drain rock of the Lots 333 to Lot 339 Trench Drain trench has been “humped up” to capture the surface water run-off from these upgradient parcels and mitigate surface water further conveyance down the slopes of the adjoining lots, west of the Lots 333 to Lot 339 Trench Drain. Drain rock grades of the Lots 333 to Lot 339 Trench Drain shall not be altered, unless other engineered measures are put in place to mitigate surface water conveyance west/downslope of the Lots 333 to Lot 339 Trench Drain.

The Declarant shall install and perform the initial installation and construction of the Lots 333 to Lot 339 Trench Drain and all associated appurtenances. The Owners of Lots 333, 334, 335, 336, 337, 338, and 339 shall be jointly responsible for and perform all inspection, review, operation, maintenance, excavation, backfill, repair, removal or replacement work involved with the pipeline and appurtenances after the initial installation by Declarant, to maintain its original design, intent, and flow capacity. The Owners of Lots 333, 334, 335, 336, 337, 338, and 339 jointly shall also be responsible for the surface restoration, landscape replacement, or fence or gate replacement/reinstallation for any area within the subject PVTSE on any of the subject lots disturbed during the inspection, operation, maintenance, repair, removal, replacement, relocation or other work involving said storm drain collection trench and conveyance pipeline and associated appurtenances within the PVTSE, to the original condition that existed prior to the commencement of the applicable inspection, repair, removal, or replacement work. If the repair, removal, replacement, or relocation work is caused solely by the actions of one or more subject Lot Owners or their contracted forces, then those particular Lot owners are solely responsible for all costs of the inspection, repair, removal, or replacement work warranted.

The Owners of Lots 333, 334, 335, 336, 337, 338, and 339 or their assigns shall have the responsibility to periodically reviewing, inspecting, maintaining, performing vegetation management and noxious vegetation removal, and operating the portion of the Lots 333 to

339 Trench Drain that is aligned across their particular Lot, and associated appurtenances to insure their proper operation, maintenance and flow capacity.

The Owners of Lots 333, 334, 335, 336, 337, 338, and 339 shall not place any fill or construct/place any embankment, wall, structure, building, fence, shrub or tree within or across the PVTSE (excluding the wooden fence constructed across the PVTSE at the property line) or increase or decrease the original design grades within the PVTSE by without the expressed written consent of the upgradient Lot Owners. Should such written consent be given, the Owner and their successors and assigns of the Lot in which the construction work is taking place within the PVTSE shall assume all risks and any associated cost and performance responsibility for repair/replacement for any damage or flow restriction to the pipeline, damage to/repair of associated appurtenances, or diminish the function of the trench drain and the related backfill, grading, and landscape repair/replacement.

The Owners of Lots 333, 334, 335, 336, 337, 338, and 339 or their successors or assigns agree to defend, indemnify and hold the other Lot Owners of the PVTSE and the Declarant harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the maintenance, operation, repair, or replacement of the Lots 333 to 339 Trench Drain and related appurtenances within the PVTSE.

- f. A Private Storm Drain Easement (“PVTSE”) is located across the westerly portion of Lots 341 and 342 for the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of a private storm drain main pipeline and all appurtenances for the purpose of storm, foundation, and surface water conveyance in an underground pipe under and across said lots out to a public catch basin on Wild Duck Run.

The Declarant shall install and perform the initial installation and construction of the private storm drain main pipeline and all associated appurtenances. The Owners of Lots 341 and 342 shall be jointly responsible for and perform all inspection, review, operation, maintenance, excavation, backfill, repair, removal or replacement work involved with the pipeline and appurtenances after the initial installation by Declarant, to maintain its original design, intent, and flow capacity. The Owners of Lots 341 and 342 jointly shall also be responsible for the surface restoration, landscape replacement, or fence or gate replacement/reinstallation for any area within the subject PVTSE on any of the subject lots disturbed during the inspection, operation, maintenance, repair, removal, replacement, relocation or other work involving said storm drain conveyance pipeline and associated appurtenances within the PVTSE, to the original condition that existed prior to the commencement of the applicable inspection, repair, removal, or replacement work. If the repair, removal, replacement, or relocation work is caused solely by the actions of one or more subject Lot Owners or their contracted forces, then those particular Lot owner(s) are solely responsible for all costs of the inspection, repair, removal, or replacement work warranted.

The Owners of Lots 341 and 342 or their successors or assigns shall have the responsibility to periodically reviewing, inspecting, maintaining, performing vegetation management and noxious vegetation removal, and operating the storm drain mainline pipeline that is aligned across their particular Lot, and associated appurtenances to insure their proper operation, maintenance and flow capacity.

The Owner of Lots 342 shall not place any fill or construct/place any embankment, wall, structure, building, fence, shrub or tree within or across the PVTSE (excluding the wooden fence constructed across the PVTSE at the property line) or increase or decrease the original design grades within the PVTSE by more than 0.2 feet without the expressed written consent of the Owner of Lot 341. Should such written consent be given, the Owner of Lot 342 and their successors and assigns shall assume all risks and any associated cost and performance responsibility for repair/replacement for any damage or flow restriction to the pipeline, damage to/repair of associated appurtenances, and the related backfill, grading, and landscape repair/replacement.

The Owners of Lots 341 and 342 or their successors or assigns agree to defend, indemnify and hold the other Lot Owner of the PVTSE and the Declarant harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the maintenance, operation, repair, or replacement of the private storm drain main and related appurtenances within the PVTSE.

- g. A Private Storm Drain Easement ("PVTSE") is located across the southerly and westerly (as applicable) portions of Lots 352, 353, 354, 355, 357, and 358 for the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of a vegetated storm and surface water conveyance ditch with rock check dams for the purpose of storm and surface water flows collection and conveyance in a vegetated ditch with rock check dams to a public storm drain ditch inlet located within the public utilities easement (PUE) on Lot 358. This vegetated storm and surface water conveyance ditch has been designed to also collect surface water run-on flows from the upgradient parcels located to the east and south of the PVTSE. The vegetated conveyance ditch shall not be filled or otherwise altered to diminish its conveyance capacity. The vegetation shall be periodically mowed or otherwise cut and all noxious vegetation (weeds, Himalayan blackberry, etc.) shall be removed to maintain the grass-type vegetation established. All trash, feces, leaves, dead or dying vegetation, and other deleterious material shall be periodically removed from the conveyance ditch. Fencing shall not be constructed so that it crosses the vegetated storm and surface water conveyance ditch.

The Owners of Lots 352, 353, 354, 355, 357, and 358 or their successors or assigns shall have the responsibility of periodically reviewing, inspecting, maintaining, performing vegetation management and noxious vegetation removal, rock check dam maintenance/repair/restoration, and operating the portion of the vegetated storm and surface water conveyance ditch that is aligned across their particular Lot, and associated appurtenances to insure their proper operation, maintenance and flow capacity. The

Owners of Lots 352, 353, 354, 355, 357, and 358 or their assigns shall have the responsibility to periodically reviewing, inspecting, maintaining, operating, and repairing/replacement of the foundation and roof drain lateral and area drain installed that discharge into the vegetated storm water conveyance ditch that is aligned across their particular Lot and downgradient of their Lot, and associated appurtenances to insure their proper operation, maintenance and flow capacity.

The Owners of Lots 352, 353, 354, 355, 357, and 358 or their successors or assigns agree to defend, indemnify and hold the other Lot Owners of the PVTSE and the Declarant harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the maintenance, operation, repair, or replacement of the vegetated storm and surface water conveyance ditch and related appurtenances within the PVTSE.

- h. A private access, drainage, and utility easement (“PVTADUE”) has been aligned across the northerly portion of Lot 345 for access and utility service to Lots 344 and 345 is hereby reserved to the Declarant and the Owners of Lots 344 and 345 and their successors and assigns for the benefit of and access to Lots 344 and 345.

The PVTADUE shall be used for vehicle, mechanical equipment, bicycle, and pedestrian ingress and egress purposes, by the Declarant and Owners of Lots 344 and 345, or their relatives, invitees, guests, contractors, agents, delivery services, or employees. The PVTADUE shall also be utilized for the excavation, installation/construction, backfill, surface restoration, operation, maintenance, inspection, replacement, relocation, and/or removal of private utility services for the purpose of providing, water, sanitary sewer, storm drain, power, telephone, cable, other communication, and other underground utility services for the subject lots.

The PVTADUE shall not be obstructed by any Lot Owner for any purpose, unless with the prior written consent of the City (regarding emergency service vehicle access) and all the Owners of Lots 344 and 345. No long-term (greater than 0.25 hour) vehicular or mechanical equipment parking within the PVTADUE will be allowed. Parked vehicles or equipment will be towed/removed off-site at the vehicle owner’s expense in accordance with current State and City rules, statutes, and ordinances.

Following completion of infrastructure and residential development by the Declarant, no material, goods, or any other placement or storage is allowed within the PVTADUE.

The PVTADUE shall be constructed and paid for by the Declarant in accordance with the requirements of the City, as part of the development of infrastructure for the Subdivision. After development, the PVTADUE shall be maintained and repaired/replaced in a similar condition as originally developed, for such purpose utilized by the Owners of Lots 344 and 345, being the sole responsibility of the Owner of Lot 345, unless vehicular/mechanical equipment access to Lot 344 from the paved driveway is taken by the Owner of Lot 344 or his/her relatives, invitees, guests, contractors, agents, delivery services, or employees, then

the responsibility and costs for the maintenance, preservation, and replacement of the paved surfaces, curbs, gutters, and other improvements within the PVTADUE shall be equally and jointly the responsibility and expense of the Owners of Lots 344 and 345. Namely, the Owner of Lot 344 and his/her successors or assigns is solely responsible for the maintenance, repair, and replacement of the asphalt concrete pavement, portland cement concrete driveway access and sidewalk fronting Wild Duck Run, and the portland cement concrete curbing along the PVTADUE in perpetuity, unless access is shared with Lot 345 and then the responsibility and financial liability is split equally between the Owners of Lots 344 and 345. The Owner of Lot 344 is responsible for the maintenance of all vegetation within the PVTADUE; responsible to perform all noxious and invasive vegetation removal; and shall keep the vegetation in a neat and orderly manner so as not to create an unattractive appearance, a fire hazard or other nuisance, or a hazard or impediment to pedestrian, vehicular, or bicycle movements within the PVTADUE. The City is responsible for the curb inlet and conveyance piping to the manhole in Wild Duck Run.

The Declarant shall install and perform the initial installation and construction of the storm drain, sanitary sewer, and water service laterals, clean out and water meter boxes, power, cable, telephone, other communication, and other related cables, conduits, lines, vaults, pedestals boxes/risers, etc., and all associated appurtenances to provide utility services to Lots 344 and 345.

The Owners of Lots 344 and 345, jointly agree to defend, indemnify, and hold the Declarant and other Lot Owners of the Subdivision harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of the utilization of the PVTADUE by the Declarant, Lot Owners of Lots 344 and 345, or their respective relatives, guest, agent, invitee, or employee, and for all access, operation, maintenance, repair, or replacement work performed on or within the PVTADUE. The Declarant and Owners of Lots 344 and 345 assume all risk arising out of his or her use, or their relative, invitee, guest, agent, or employee use of said PVTADUE.

7. There are, on all Lots, storm water construction and maintenance requirements that require the Lot owner and his/her builder to, where needed:
 - a. Construct and maintain a drainage swale or “trench drain” on the downhill sides of the Lot or for any low points on the Lot. This swale or trench drain shall be connected to the Lot’s storm drain lateral by a separate perforated and end-capped pipe located within the swale or Trench Drain. No surface flow onto an adjoining lot or out to the curb and gutter of the street will be permitted.
 - b. Grade the underfloor to drain and construct an underfloor positive draining groundwater drain to provide a positive graded outlet to the Lot’s storm drain lateral from the low point of the underfloor. A proper underfloor vapor barrier shall also be installed.

- c. In addition to (a) and (b) above, owner should consider and construct, where needed, a three-inch or larger perforated pipe along the bottom edge of the foundation footing, then surround the pipe by 12 inches of 1-/+ inch drain or round rock. This drainage pipe system shall be connected collectively or individually to the Lot's storm drain lateral.
- d. If not connected to a suitable storage system for Lot irrigation purposes, the roof drains shall be connected to the Lot's underground storm drain service laterals as feasible to minimize surface water generation. Roof drains shall not be discharged to "splash pads" and thereby creating surface water generation resulting in off Lot conveyance.
- e. For all Lot Owners, the area drains, associated grates, storm/surface water conveyance pipes or ditches, foundation/roof, and storm drain laterals and any developed trench drain shall be maintained by the Lot Owner, where the facility is situated, to prevent sediment, leaves, animal wastes, debris, refuse, herbicide, pesticide, fertilizer, hazardous or dangerous materials or waste, and any other deleterious material introduction and transport into and through the area drain, lateral, private storm drain pipeline, and/or storm/surface water conveyance ditch; and to maintain the flow through capacity of the grate, pipe, or ditch at all times, to prevent accumulated surface water or shallow surface water from being conveyed to an adjoining Lot. Any accumulated sediment, leaves, animal wastes, debris, refuse, herbicide, pesticide, fertilizer, paint, hazardous or dangerous materials or waste, and any other deleterious material in proximity to or within an area drain, trench drain, private storm drain main, or surface/storm water conveyance ditch shall be removed promptly to allow proper function of the affected item, maintain its full collection and/or conveyance capacity, and to mitigate any sediment, leaves, animal waste, debris, refuse, herbicide, pesticide, fertilizer, paint, hazardous or dangerous material or waste, and any other deleterious material introduction into the private storm drain pipeline, private or public conveyance ditch, or downgradient City stormwater collection and conveyance system.

8. The Owners of Lots 321, 357, and 358, having oversized lots, which are considered to be duplex lots.

9. All Owners of Lots or their successors or assigns shall be responsible for and perform all inspection, operation, maintenance, excavation, backfill, repair, removal or replacement work involved (including surface and landscape or hardscape restoration with the private portion of any provided utilities (water, sanitary sewer, storm/surface drainage, power natural gas, cable, telephone, fiber ,etc.) after the initial installation by Declarant, that are not typically or required to be performed by the particular utility provider, to maintain its original design, intent, and capacity or to upgrade capacity as needed.

10. At no time shall the lot or street in front of a lot be used as a storage area for old vehicles, inoperable vehicles, appliances or other material, which shall detract from the appearance of the subdivision.

11. Neither the streets nor any part of a lot between the street and the front line of the residence in this subdivision shall at any time be used for the storage or long-term parking of boats, campers, motor homes, firewood, rock, soil, or other materials.

12. Upon completion of the dwelling, and within one hundred eighty (180) days of occupancy, homeowner shall landscape the front yard and sides abutting the structure sufficient to meet development code standards. The balance of the lot shall be landscaped within two hundred forty (240) days of occupancy. All grounds and related structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be planted or allowed to grow. All landscaping shall be consistent with City of Silverton Municipal Code, Title 18, (SDC) Section 3.2.300.

13. The builder and/or homeowner is responsible for the planting and maintenance of a street tree or trees within the planting strip right of way of each street adjacent to his or her lot. Planting of street trees shall generally follow construction of curbs and sidewalks; however, the City may defer tree planting until final inspection of completed dwellings to avoid damage to trees during construction. The planting and maintenance of street trees shall conform to the following standards and guidelines and any applicable road authority requirements as provided in SDC Section 3.2.400, including but not limited to the requirement that street trees shall be spaced so that there is at least one tree planted for every 35 feet of street frontage, except where existing utilities, vision clearance requirements or similar factors preclude such spacing. Actual spacing of trees may vary based on the growth habits of selected trees. The species of trees shall be determined by City of Silverton staff and in accordance with the street tree plan adopted by the City of Silverton for Pioneer Village Phase 6. The City of Silverton approved street trees list is available at City Hall. (Ord. 08-06 § 3, 2008)

ARTICLE II
RESIDENTIAL COVENANTS ON LOTS 321 THROUGH 358
IN PIONEER VILLAGE PHASE 6

No building shall be erected or altered on any lot until the exterior elevation, plans for the house and other structures have been approved by the Architectural Control Committee. The Architectural Control Committee is composed of: Walter Land Company, LLC. Members Craig Walter and Kristine Walter at PO Box 1391, Silverton, Oregon. In the event of a death, inability to act or refusal to act of any member of the Architectural Control Committee, the remaining member shall have full authority to appoint a successor. In the absence of such appointment for a period of one (1) week. Walter Land Company, LLC . may appoint one (1) or more successors. The committee may designate a representative to act for the committee. In the event that the committee, or its designated representative, either (1) fails to approve or disapprove plans specifications within fifteen (15) days after the plans and specifications have been submitted to it, and (2) in the event, no suit to enjoin the construction has been instituted and summons and complaint served on the owners of the subject lots, prior to the start of construction, approval will not be required and related covenants shall be considered to have been fully complied with. In the event of dissolution of the Board, all privileges, powers and authority could be vested in a Board selected by the owners of a majority of the lots in the subdivision. The Developer's Architectural Control Committee shall be in existence only until all initial structures (residences, garages, and outbuildings) have been built on 97% of the lots in this subdivision.

Neither the Committee 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 Committee of a member thereof.

ARTICLE III

RESIDENTIAL CONDITIONS AND COVENANTS ON LOTS 321 THROUGH 343 AND LOTS 345 THROUGH 358

IN PIONEER VILLAGE PHASE 6

In accordance with the Oregon Uniform Fire Code (UFC), Lots 321 through 343 and Lots 345 through 358 will require an automatic fire suppression sprinkler system with residence development. Per UFC Section D107, the residential dwelling units shall be equipped with an approved automatic fire suppression sprinkler system in accordance with UFC Section 903.3.1.1 or 903.3.1.3. For initial residence development, the certificate of occupancy will not be issued until the local fire jurisdiction (currently the Silverton Fire District) has signed off on the fire sprinkler system installation.

ARTICLE IV

RESIDENTIAL CONDITIONS AND COVENANTS ON LOT 344

IN PIONEER VILLAGE PHASE 6

At the time of Pioneer Village, Phase 6 subdivision development, Lot 344 had an existing dwelling that was intended to be part of the created subdivision development. As such, the existing dwelling is exempt from the conditions and covenants of Article III of these COVENANTS, CONDITIONS and RESTRICTIONS. If the existing dwelling on Lot 344 should undergo an extensive renovation as determined by the City of Silverton Building Code Official, then the requirements of Article III would apply to Lot 344.

ARTICLE V

GENERAL PROVISIONS

1. Enforcement shall be by proceedings at law of in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages or both, and the party prevailing shall be entitled to reasonable attorney fees and court costs.
2. Invalidation of any once of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. Except as may be provided in ARTICLE II, these "DECLARATIONS OF COVENANTS, CONDITIONS and RESTRICTIONS" are intended to be enforceable by the owner of a lot or lots in this subdivision and the intent is not for the Developer to be the enforcer.
4. A contract purchaser shall be deemed a Lot Owner for purposes of these COVENANTS, CONDITIONS and RESTRICTIONS.

5. The Covenants, Conditions, Restrictions and Servitudes imposed hereby shall run with the land and shall bind the present owners or any interest in any lot or tract in the subdivision, their heirs, administrators, executors, and assigns and all persons claiming through or under them, until January 1, 2027, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two thirds (2/3) of the lots has been recorded agreeing to change said Covenants, Conditions, Restrictions and Servitudes.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of November 2022.

Walter Land Company, LLC

Kristine Walter

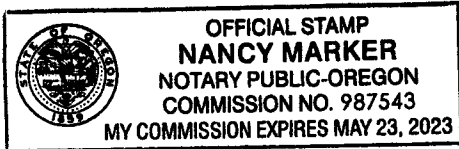
Kristine Walter, Manager

STATE OF OREGON)
) ss.
County of Marion)

The foregoing Covenants, Conditions and Restrictions were acknowledged before me on this 8th day of November 2022, by Kristine Walter, Manager of Walter Land Company, LLC, an Oregon limited liability company, on behalf of the company.

Nancy Marker

Notary Public for Oregon
My commission expires: 05-23-23



REEL: 4670

PAGE: 289

November 08, 2022, 12:45 pm.

CONTROL #: 723689

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 151.00

**BILL BURGESS
COUNTY CLERK**

THIS IS NOT AN INVOICE.