

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned Silver Mountain Development, Inc., an Oregon Corporation 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 245 through and including Lot 275, hereinafter called the "Subdivision" and more particularly described as follows, to-wit: PIONEER VILLAGE PHASE 4, MARION COUNTY, OREGON

ARTICLE I RESIDENTIAL COVENANTS ON ALL LOTS IN PIONEER VILLAGE PHASE 4

1. 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.
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. All lots shall be subject to utility easements five (5) feet in width, adjacent to all rear and side lot lines for utility (including storm drainage) purpose. These five (5) foot easements shall not be located in the area of other easements shown on the recorded plat. The five (5) foot easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
 - c. A 12-foot-wide public storm drain easement exists across the backs of Lots 245 through 259 and along the northwesterly side of Lots 245 and 275. There shall be no permanent improvements or obstructions allowed within or across this public storm drain easement.

7. There are, on all lots, storm water construction and maintenance requirements that require the lot owner and his builder to, where needed:

- a. Construct and maintain a drainage swale or "French Drain" on the uphill side(s) of his lot. This swale shall be connected to an opening through the street curb by a separate pipe or a swale outlets shall be incorporated into his downspout footing drainage plan.
- b. Construct an under floor properly positive dragged ground-water drain to provide a positive graded outlet to the street curb or drain pipe connection from the under floor. The proper under floor 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 through the curb or to another drainpipe connection.

8. 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.

9. 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 or other materials.

10. Upon completion of the dwelling, and within one hundred eight (180) days of approval for occupancy, builder and/or homeowner shall completely landscape the front yard and the sides abutting the structure. The balance of the lot shall be landscaped within two hundred forty (240) days. 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 3.2.300

11. 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 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 adapted by the City of Silverton for Pioneer Village Phase 4. The City of Silverton approved street trees list is available at City Hall. (Ord. 08-06 § 3, 2008)

ARTICLE II
RESIDENTIAL COVENANTS ON LOTS 245 THROUGH 275
IN PIONEER VILLAGE PHASE 4

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: Silver Mountain Development, Inc. Officers 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. Silver Mountain Development, Inc. 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
GENERAL PROVISIONS

1. Enforcement shall be by proceedings at law or 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 one 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 purposed 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.

6. PRV- **High Pressure Water Supply**: Each lot will be required to install a pressure reducing valve (PRV) to reduce the City supply water pressure to 80 psi). The PRV shall be installed with a suitable strainer, in accordance with the Oregon Plumbing Code. The City requires that the PRV and strainer be installed in a below grade box/vault and be located within 5 feet of the water meter. It is advised that the installation of the PRV should adequately address the climatic conditions of Silverton and be readily accessible for servicing and maintenance.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of ^{may} ~~January~~, 2018.

SILVER MOUNTAIN DEVELOPMENT, INC.

Kristine Walter
 Kristine Walter, President

STATE OF OREGON)
) ss.
 County of Marion)

The foregoing Covenants, Conditions and Restrictions were acknowledged before me on this 8th day of ^{may} ~~January~~, 2018, by Kristine Walter, President, of Silver Mountain Development, Inc., an Oregon corporation, on behalf of the corporation.

Sasha Ann Roebuck
 Notary Public for Oregon
 My commission expires: may 25th, 2019



REEL: 4075

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May 08, 2018, 01:29 pm.

CONTROL #: 506393

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: \$ 61.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.