

**SUNSET ESTATES AND HOLT ADDITION SUBDIVISION
DECLARATION OF RESTRICTIONS
CITY OF HERMISTON
UMATILLA COUNTY, OREGON**

Carl D. Holt and Edith A. Holt, Trustees of the Carl D. Holt and Edith A. Holt Revocable Living Trust, dated December 18, 1993 is the fee owner and Ables & Ables LLC, an Oregon limited liability company is the contract purchaser of record of the entire real property located within the boundaries of the area plated as Sunset Estates, and Holt Addition, a replat of certain lots in Sunset Estates, both Subdivisions, to the City of Hermiston, Umatilla County, Oregon, does hereby adopt restrictions regarding the use of said "property" as set forth below:

SECTION 1 - GENERAL PROVISIONS: The term "Grantor" wherever used herein shall refer to the Holt Trust and Ables & Ables LLC, or any person or persons or corporation or limited liability companies to whom the rights of the Grantor as set forth in these restrictive covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person or persons, corporation, limited liability company, or association, including grantor, who shall hereafter assert or claim any right, title, claim or interest in and to the said real property or any part or parcel thereof whether as successors in title or otherwise, and whether voluntary or by operation of law. The term "Grantee" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

The protective restrictions and covenants herein provided shall be attached to and shall pass with the real property hereinbefore conveyed to the Grantee, and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property and the successors in title and in interest to said real property, whether acquired through voluntary act or through operation of law.

SECTION 1A - GENERAL PROVISIONS - DEFINITIONS: Whenever used in this declaration, the following terms shall have the following meanings:

- A. Architectural Review Committee: Means that committee as stated in Section 3 of this declaration.
- B. Building Site: Means a portion of the property sold or held for improvement by a single dwelling.
- C. Duplex: Means a two-family dwelling structure on a single lot containing two dwelling units, each of which is totally separated from the other by an unpierced wall extending from ground to roof or an unpierced ceiling and floor extending from exterior wall to exterior wall, excepting for a common stairwell exterior to both dwelling units.
- D. Lot: Means one of the numbered parcels on the recorded plats of the property or a building site.
- E. Mobile Home: Includes mobile homes and manufactured homes.
- F. One and One-Half Story: Means main entry close to grade level and lower floor is slab on grade half a story below entry and upper floor is a half of a story above main entry. Basement or lower floor area should be accessed by two stairways and bedroom windowsill no higher than 44 inches off floor.
- G. Owner: Includes a contract buyer.
- H. Residential Lot: Means any lot or building site not designated on the plat for other than residential use.
- I. Setback: Means the minimum permitted distances from structure, to street or line.
- J. Split-Level: Means main entry house at grade level with two other floors split half a floor up and half a floor down.
- K. Street: Means any street, highway, or other thoroughfare as shown on the recorded plat.
- L. Street Frontage: Means that portion of a lot or building site, which borders on a street.
- M. Studio Unit: Means a one bedroom, one bath, and one kitchen/great room attached to a single-family residence.
- N. Sunset Estates: Means the property now, or hereafter, subject to this declaration and included in Sunset Estates Subdivision and Holt Addition.



SECTION 2 - BUILDING TYPE AND DESIGN RESTRICTIONS AND GUIDELINES:

A. All lots within said subdivision, shall be used exclusively for residential living purposes and such uses as are customarily incidental thereto, and unless otherwise specified on a recorded plat or in a supplemental declaration covering a lot within said subdivision.

B. Except as set forth below regarding duplexes, no building shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwelling not to exceed two (2) stories in height excluding basement and a private, completely enclosed garage for not less than two (2) nor more than three (3) cars and other outbuildings (e.g., hobby shop, greenhouse, garage, etc). Garages shall not be used or converted to living space but shall remain available for the parking and storage of motor vehicles and recreational equipment. All such buildings shall be built on-site. Manufactured and mobile homes and manufactured dwellings shall not be placed or allowed upon any lot.

Subject to the approval of the Architectural Review Committee duplexes or units with attached studio units will only be allowed in the following lots: 47, 48, 49, 50, 95, 96, 97, and of Sunset Estates.

C. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in SECTION 3 and must conform with the following:

1. Each dwelling shall have at least 1,400 square feet of floor space. A two-story home shall have a minimum ground floor area of 1,000 square feet (exclusive of porches, patios, basements, and garages). A split-level home shall have a minimum ground floor area of 1,000 square feet.
2. Each occupied lot shall have a garage adequate for at least two automobile with a concrete or asphalt floor and paved driveway. The garage shall be completed prior to occupancy of the dwelling.
3. Minimum roof pitch is to be 6/12 on a one-story home and 5/12 on a two-story home unless otherwise approved by the Architectural Review Committee. Basements are not counted as a story.
4. No dwelling shall be occupied until it complies with all applicable conditions and restrictions and its exterior has been completed and painted. Every building, fence, wall or other structure shall be constructed with new material (except that used brick is permissible) unless the use of other than new material shall have received the written approval of the Architectural Review Committee. All building must be completed within six (6) months from the date construction is commenced, exclusive of inside finish work.



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5. All homes to be stick built and constructed on site. Manufactured homes and mobile homes or the equivalent thereof will not be allowed in this subdivision.
6. The foundation of the dwellings and outbuildings shall meet City set back requirements.
7. All utilities, including electric, telephone, and cable television services, shall be installed underground.
8. Exterior lighting must be designed to eliminate glare and annoyance to adjacent property owners and passersby.
9. Satellite dishes are allowed in rear lot only excepting dishes less than 24" in diameter.
10. No manufactured 4' x 8' or 4' x 9' sheets (single wall construction) will be allowed on elevations of home facing streets or on returns walls leading to front entrance. Lap siding, stucco, board and batts in combination with subsheeting and/or brick are encouraged.
11. Pre-primed fascia, varge, and corner boards are required.
12. Overhangs on gable ends fascia areas are required unless otherwise approved by the Architectural Review Committee. Plywood soffits are encouraged. Three car garages are expected to comply with the City of Hermiston's maximum driveway width of 25 feet.
13. Concrete driveways are to be at least as wide as the garage and not the garage door opening unless otherwise approved by the Architectural Review Committee. Three car garages are an exception because the City's development standards restrict the driveway width to 25 feet.
14. Gable venting is encouraged.
15. Vinyl siding is not permitted unless otherwise approved by the Architectural Review Committee.
16. Roadways and adjoining lots shall be kept clean and free of debris arising from construction activities on a lot. If, as a result of construction activities on a lot violations of the above occur, then in addition to any other remedies permitted by the Declaration and law, the Architectural Review Committee may correct the violation, charge the owner of the lot for the cleanup (which shall be payable on demand) and if necessary place a lien on the lot to ensure payment.



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D. All lots, improved and unimproved shall be subject to the rules and regulations of the Architectural Review Committee. All improved lots shall be landscaped to specifications set forth by the Architectural Review Committee as set forth in SECTION 3, within ninety (90) days of completion of construction. All unimproved lots shall be kept free of excess overgrowth as determined by the Architectural Review Committee.

E. No dwelling or other building shall be erected on a lot nearer to any lot line than the building code of the City of Hermiston, Oregon allows at the time of construction.

F. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each 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.

The front yard drainage swales shall be maintained in good condition at all times to allow proper drainage of rain and storm water. The swales shall not be altered or filled with any material or plantings other than grass.

G. Sidewalks: sidewalks must be installed by the owner of each lot, at the owner's expense, on or before January 29, 2011 as required by the Declarant's Improvement Agreement with the City of Hermiston dated January 29, 2008. Sidewalk installation is required by this date whether or not a dwelling is constructed on a lot by January 29, 2011.

SECTION 3 - ARCHITECTURAL REVIEW COMMITTEE:

A. Membership: The Architectural Review Committee shall be composed of three members who are:

1. Carl D. Holt
2. Diana L. Ables
3. Larry D. Ables

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 75% of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

B. Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the



construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Hold Harmless: Neither Declarant, or the Architectural Review Committee nor any of their members, officers, directors, employees, agents, or contractors shall be liable for any damage, loss, or prejudice suffered or claimed by any person on the account of:

1. The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective; or
2. The construction of any improvements, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or the developing of any part of the subdivision; or
3. Action or failure to act by Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

SECTION 4 - TEMPORARY STRUCTURES:

A. No structure of a temporary character, trailer, camper, mobile home, manufactured home, manufactured dwelling, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as residence either temporarily or permanently. No building or structure shall be moved onto any lot from any real property outside of said subdivision except a new prefabricated structure of a type and design approved by the committee.

B. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling house, but shall not be used as a domicile.

SECTION 5 - EXCAVATIONS:

Grantee agrees not to make excavations for stone, sand, gravel, earth or minerals upon any building site except where such excavation is necessary for the construction of a dwelling. Immediately upon excavation being made and as soon as the same can properly be treated, any land laid bare to erosion by water or wind, shall be planted in grass or in some manner controlled and drained as so to prevent the washing or erosion thereof and comply with the City of Hermiston's blowing dust ordinance.

Roadways or walks shall be cut into the slopes only with proper precautions to prevent erosion by wind or rain, and unsightly gashes and cuts shall not be exposed which detract from the appearance of the general landscape. If Grantor so requests in writing, all materials excavated that is necessary to remove from building site shall become the property of the Grantor and shall be disposed of where Grantor may direct, the moving of the same to be performed at the cost of the Grantor, EXCEPT, that Grantee shall bear the cost of loading the truck. If, upon notice by Grantee that there will be such excess materials and no directions are given of the same, Grantee shall dispose of it as he sees



fit and at his own cost. Grantee agrees that he shall be liable for any damages caused by any excavation done on his premises which causes the sloughing or collapse of land adjoining his lot. It shall be Grantee's sole obligation to confirm that soil compaction is adequate to ensure Grantee's intended use of the lot. Grantee further agrees that he shall be liable for sloughing or collapse of any sand, gravel, soil or rock, placed on the premises of Grantee on top of the natural level of the ground which fails, slides or is washed upon the premises of an adjoining lot.

SECTION 6 - REFUSE DISPOSAL, STORAGE OF MATERIALS:

A. No machinery appliance or structure or unsightly material may be stored upon the real property, nor shall trash, garbage, ashes, or other refuse be thrown, dumped, burned or otherwise disposed of upon the lots whether improved or unimproved. The Grantee, at its expense, shall be responsible for the disposal of its trash, garbage, ashes or other refuse. Further, Grantee shall be required to store garbage cans or garbage disposal facilities out of the public sight. All mail boxes shall be erected along the streets according to the Architectural Review Committee specifications.

The requirements of this Section shall not apply during the time the primary dwelling is being constructed upon the building site, however, all refuse materials shall be placed within property lines of the building site upon which the structure is to be erected. The Grantor shall have the right to enter upon any vacant site for the purpose of burning or removing weeds, brush, growth, refuse, at Grantee's expense.

B. No gasoline, fuel oil, combustible liquids, gases, solids, or toxic chemicals or compounds may be stored in bulk tanks upon the property, either above ground or below ground.

SECTION 7 - LANDSCAPING, YARDS, FENCES AND HEDGES:

A. No fence, hedge, or boundary wall situated anywhere upon any building site shall have a height greater than six (6) feet at finished grade. The type and materials must be approved by the Architectural Review Committee in accordance with SECTION 3.

B. Each lot shall have front and side yards graded and landscaped no later than the earlier of (1) 120 days after posting "Notice of Completion" or (2) within 120 days from the date dwelling is occupied. At least 20% of the front yard shall be planted and maintained in grass lawn with the remainder to be finished with plantings, flower beds, bark chips, or other commonly used landscaping materials. Backyard shall be landscaped within twelve (12) months of completion of the exterior of any dwelling.

C. Each owner of a lot shall maintain the lot and each structure thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street.

D. Each lot and its landscaping shall be kept neat and tidy and free of weeds, pests, and diseases. Trees and shrubs shall be trimmed and pruned and not allowed to encroach on any sidewalk or street.



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E. All vacant lots and lots with partially constructed improvements shall be kept clear of any construction debris and weeds and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches.

F. No fence, wall, hedge, or shrub planting which will obstruct sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway's pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

G. Fences shall not be constructed of, or contained any material capable of doing bodily harm, such as barbed wire, electric wires, broken glass, protruding spikes, or any other hazardous or dangerous material. No fence shall be over six (6) feet in height. No fence in excess of three (3) feet in height shall be constructed within twenty (20) feet from the front line of the lot.

SECTION 8 - NOXIOUS USE OF PROPERTY:

A. Except as set forth below, no portion of the real property or of any building site shall be used for the conduct of any trade or business or the conduct of any professional activities; and no noxious or undesirable use of any portion of the real property shall be permitted or maintained. The Grantor, so long as it shall retain a 25 percent ownership in the subdivision, shall have the unqualified right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties including Grantee and his successor in interest.

B. No person shall conduct business or commercial activity on or from a residential lot except for home businesses permitted in residential neighborhoods by applicable law and regulation and which do not employ persons not resident on the lot where the home business is conducted. Nothing herein limits Declarant's right to conduct sales activities on any unsold lot.

SECTION 9 - BILLBOARDS AND SIGNS:

No sign, other than the entrance signs designated on the recorded plat and the developers signs or other advertising device of any character, shall be erected on any residential lot or building or maintained upon any part of the property except for one sign not larger than 18" x 24" advertising the lot or building site for sale or for rent; provided, however, that this provisions shall not apply to such signs or advertising devices as may be utilized by the Declarant or its successors or assigns in the development of the property. Nothing contained in this declaration shall be construed to prevent the erection or maintenance of signage by Declarant. Nothing herein shall apply to restrict temporary political signs consistent with applicable law.



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A. Occupancy Limitations: No dwelling or residence on any lot or other property area created under any supplemental declaration shall be used for living purposes by more persons than it was designed to accommodate comfortably.

B. Maintenance of Property: All property with the subdivision, and all improvements on any such property shall be kept and maintained by the owner in a clean, safe, attractive and sightly condition and good repair.

C. No Hazardous Activities: No activities shall be conducted on any property within the subdivision and no improvements constructed on any such property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon such property; no Tiki torches or open-flame torches shall be permitted to be used in said subdivision; and no open fires shall be lighted or permitted on such property except in a self-contained barbecue unit while attended and in use for cooking purpose or with a safe and well-designed interior fireplace, or except such controlled and attended fires required for clearing or maintenance of land.

D. No Unsightliness: No unsightliness shall be permitted on any property within the subdivision. Without limiting the generality of the foregoing, all unsightly structures, facilities, equipment, objects and conditions shall be enclosed within an approved structure or privately screened from view.

Trailers, mobile homes, trucks, (other than pickups), boats, tractors, vehicles other than automobiles, campers not on trucks, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from public view;

Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or screened from view; service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from view; pipes for water, gas, sewer, drainage, or other purposes and spires, poles, antennas, and other facilities for the transmission or reception of audio or visual signals and gas, oil, water or other tanks, systems or devices shall be screened from view or located below the surface of the ground; and no lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any such property.

Notwithstanding the foregoing, if at the time of occupancy of any approved structure, connections to a nearby underground electricity line or telephone line are not available, then temporary poles or wires for electricity, or telephone, as the case may be, may be installed to a reasonable and necessary height provided that they shall be promptly removed at the expense of the owner after the availability of connections to nearby underground lines or cables.

E. No Annoying Lights, Sounds or Odors: No light shall be emitted from any property within the subdivision which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying, and no odor shall be emitted on any property which is noxious or offensive to others.

F. Restrictions on Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or in unreasonable numbers, and are controlled so as not to be offensive to neighbors or visitors. Animals shall not be allowed to run at large.

G. Construction Period Acceptance: During the course of actual construction of any permitted structures or improvements, the restrictions contained in this declaration or in any subsequent declaration shall be deemed waived to the extent necessary to permit such construction and provided that, during the course of such construction, nothing is done which will result in a violation of the restriction upon completion of construction.

SECTION 11 - DUTY TO REBUILD:

In the event the property or the improvements thereon shall suffer damage or destruction from any cause, the owner of such premises shall undertake the repair, restoration, or reconstruction of the property within sixty (60) days of such damage or destruction.

SECTION 12 - CONSTRUCTION ACTIVITIES:

Owners are aware that Declarants are developing adjacent properties as a residential development and owners agree not to object to the continuation, construction, design, method, and manner of future phase(s) development of the Declarants' adjacent properties.

SECTION 13 - PARKING RESTRICTIONS:

No automobile, boat, bicycle, motorcycle, motor home, camper, trailer or vehicle of any kind will be allowed to park in for more than 24 hours on any street within Sunset Estates. Vehicles must be parked in garages, driveways, on a pad next to the garage, or behind the dwelling.

SECTION 14 - TERM OF RESTRICTIONS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of five (5) years unless an instrument signed by 75% of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part. One vote is allowed for each lot.

SECTION 15 - AMENDMENT:

Prior to the conveyance of the first lot to a Grantee other than a Declarant, these Declarations may be amended by the Declarants above.



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SECTION 16 - SEVERABILITY:

Invalidation of any of these conditions and restrictions shall in no way affect any of the other provisions, which shall remain in full force and effect. To the extent of any conflict between these Declarations and the laws, ordinances, and regulations of the City of Hermiston, the more restrictive shall apply to the extent allowed by law.

SECTION 17 - ENFORCEMENT:

The foregoing conditions and restrictions constitute covenants running with the land and shall bind and inure to the benefit of, and be enforceable by suit for injunction or for damages to the owner or owners of any of the above-described lands, their and each of their legal representatives, heirs, successors, or assigns. A failure, either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 18 - ATTORNEY FEES:

Should suit or action be instituted to enforce any of the foregoing conditions or restrictions after a fifteen (15) day written demand for the discontinuance of a violation thereof and any failure so to do, then, whether said suit be reduced to decree, judgment or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursement allowed by law, such sum as the Court may adjudge reasonable as attorney fees in such suit or action.

SUNSET ESTATES AND HOLT ADDITION SUBDIVISION
RESTRICTIVE COVENANTS

DATED January 13, 2009.