

DECLARATIONS OF CONDITIONS AND RESTRICTIONS

PREAMBLE

THE UNDERSIGNED, being the record owners and parties of interest in all of the following described real property located in the County of Clatsop, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO

BEING KNOWN AS THAT PLAT OF RIVER RANCH

Do hereby make the following declaration of conditions and restrictions covering the above described real property, specifying that this declaration shall constitute covenants to run with all of the land and shall be binding upon all persons claiming under them and that these conditions and restrictions shall be for the benefit of and limitations upon all future owners of said real property.

I

PERMITTED USES AND RESTRICTIONS

A. Building Type: No lot shall be used except for residential purposes. Homes shall be stick-built, or on-site panel-assembled. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private attached garage for not more than three cars. Basements and what are known as "daylight basements" shall not be counted as a "story".

B. Outbuildings such as non-attached garages/shops, which are strictly incidental to a private residence, shall be permitted and must be a permanent structure. Colors shall complement the primary resident color.

C. Livestock, Poultry and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. All household pets must be tied or on leash and under control of their owners when not on their owner's property.

II

COMPLETION OF CONSTRUCTION

All buildings shall be completed and the exterior of said buildings finished and painted within 2 years from the time construction is commenced. Said 2 year period may be extended by the Architectural Review Committee when a delay occurs which is due to circumstances beyond the owner's control.

III
DWELLING SIZE

The floor area of the main structure shall not be less than 1,000 square feet.

IV
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept excepting in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

V
MOTORIZED VEHICLES

No passenger automobiles or trucks shall be permitted in common use areas/designated pathways except for short-term access. Access is permitted for membership social and recreational activities only.

Motorized vehicles shall be driven to the beach on designated paths at a speed that does not create dust and is conducive to the safety of the neighborhood.

Motorized vehicle operators riding in common use areas do so at their own risk. Operators are liable for damage done to common use areas. Members are responsible for the actions of themselves and their guests.

VI
NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Neighbors shall first try to resolve concerns/complaints on a one-to-one basis. If a consensual agreement cannot be met, complaints regarding an issue need to be in writing and presented to the River Ranch Board for resolution.

VII
VIEW PROTECTION

A. Height Restriction: In Blocks One and Two no building, residence, garage or objects, shall be over 16 feet in height at the peak at prevailing grade of lot.

B. Setbacks: In Blocks One and Two, construction of all buildings and fences (see also View Protection, Section D) shall be within 120' of the roadside surveyed property line. This is to ensure the view of the adjacent property owners. The side property setbacks shall be a minimum of 10'. The front setback shall be mandated by the current Clatsop County code.

C. In all blocks, no tree or shrub of any kind except those existing on the land at the date of origination of River Ranch Incorporation shall be permitted to extend vertically or horizontally for such distance as would substantially block the view of any other homeowner.

D. In all blocks, no windbreak, hedge, or fence, shall be constructed or allowed to grow upon any part of the premises to a height or width that would substantially impair the view of any other homeowner. The Board of Governors be delegated the responsibility of requesting the pruning of trees or removal of objects interfering with the view of other property owners.

VIII
MAINTENANCE

Each lot shall be maintained in a good and clean condition and free of hazards to the adjacent property and to the occupants thereof.

IX
ARCHITECTURAL REVIEW COMMITTEE

A. No building, fence wall or other permanent structure shall be erected, altered or placed on any lot in said subdivision until building plans, specifications and plot plan showing the location of structures on the lot have been submitted to and approved in writing by an Architectural Review Committee composed of members, as set forth in the Bylaws of River Ranch Homeowners' Association, Inc. Upon failure by the Committee or its designated representative to approve or disapprove plans and specifications for new structures within 30 days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all the provisions otherwise of this Declaration.

B. ARC members are appointed and replaced as per the Bylaws. No member of the Architectural Review Committee, however created, shall receive any compensation or make any charge for his/her services as such.

X
MEMBERSHIP IN HOMEOWNERS' ASSOCIATION

There shall be a homeowners' association and membership shall be mandatory for each owner of property within the subdivision and any successive buyer.

The Homeowners' Association will be responsible for liability insurance, local taxes, and the maintenance of recreational and other facilities.

Home owners shall pay their pro rata share of the cost of the assessment levied by the Association which shall become a lien on the property.

XI
TERM

The covenants are to run with the land and shall be binding on all parties and persons claiming under them. Said covenants shall be perpetual in effect from the time after which the covenants are recorded. No amendments shall be permitted within five years of recordation, and after five years amendments shall be made only upon written concurrence of three-fourths (3/4) of the then property owners.

XII
SEVERABILITY

Invalidation of any of these covenants shall in no wise affect any of the other provisions, which shall remain in full force and effect.

XIII
ENFORCEMENT

A. The foregoing Conditions and Restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns; and 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.

B. The Board of Governors shall be the final arbiter/mediator in any interpretation(s) of the Declarations and Conditions.

XIV
ATTORNEY FEES

Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then whether suit be reduced to decree 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 disbursements allowed by law, such sum as the Court may adjudge reasonable as an attorney fee in such suit or action. Reasonable attorney fees shall also be allowed on appeal to such owner.

IN WITNESS THEREOF,

Have caused this instrument to be executed this _____ day of _____ 2007

Martha Gwin, RRHOA President

Cynthia Corl, RRHOA Vice President

Marilyn Putman, RRHOA Secretary-Treasurer

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2007

Notary Public for Oregon
My Commission Expires: _____

This document was signed when recorded