

After Recording Return to:
RPD LLC
P.O. Box 317B
Eugene, Oregon 97403

LENORE SUBDIVISION DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This Declaration made May 23, 2006 by RPD, LLC, an Oregon
Limited Liability Company herein after referred to as the "Declarant".

WITNESSETH

Declarant is the owner of a certain property known as Lenore Subdivision. Located in the City of Eugene, Lane County, State of Oregon, which is more particularly described in the attached exhibit.

Declarant hereby declares that Lots 1-28 in the described subdivision shall be held sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of the properties, and shall run with the real property and be binding on all the parties having or acquiring any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the owners of any such lot.

ARTICLE ONE Definitions

Section 1. 'Owner' shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract buyers, but excluding those having interest merely as security for the performance of an obligation.

Section 2. 'Property' shall mean the real property described as Lot 1 to 28 of Lenore Subdivision as described in the attached exhibit.

Section 3. 'Lot' shall mean any plot of land shown on the plat map of Lenore Subdivision.

Section 4. 'Living Unit' shall mean any dwelling, building, or structure located on any portion of the property designed for use or occupancy as a residence.

ARTICLE TWO Development Controls

Section 1. Purpose. It is the intent and purpose of the Declarant to assure quality of workmanship, materials, and the harmony of exterior design with the existing structures, and timely development.

Section 2. Residential Use. All Lots shall be used for single family residential structures only, not to exceed 2 stories in height including customary out buildings, including private garages of not less than 2 cars. No carports are allowed. Storage building must have the same exterior as the main house. All structures shall be constructed of new materials and shall be constructed entirely on site.

Section 3. Temporary Structures. No structures of a temporary kind, trailer, basement, shack, tent, garage, barn, or other outbuilding shall be used on any Lot at any time as either a permanent or temporary residence. All structures, additions, alterations, or improvements shall be completed within 9 months from city building permit approval date.

Section 4. Nuisance. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall any Lot be used or occupied in any manner which is an unreasonable annoyance or nuisance to any other Owner.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than 2 dogs, 2 cats, or 2 of any other kind of household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and do not create objectionable noise or odor.

Section 6. Signs. No signs of any kind shall be displayed to the public view on any Lot except: one sign not more than 24"x36" advertising the property for sale or rent; one sign of a contractor during construction; and one sign identifying the owner's name and address attached to the residence not to exceed 12"x24".

Section 7. Vehicle Storage and Parking. No trailer, canopy, motor home, or other recreational vehicle (RV) shall be stored or parked on the dedicated streets with the subdivision. Boats, trailers, campers, canopy, cars, trucks, RVs, personal property, etc., shall be stored behind a screened area where they can not be viewed from the street, and stored no closer to the street than the front of the residence.

Section 8. Mechanical Protrusions. No box fans or box air conditioners/heaters are allowed in window frames, or to protrude from the face of the building, except for fan vents no larger than 4"x4".

Section 9. Drainage. Owners shall not interfere with the natural and established drainage over their Lot.

Section 10. Resource Extraction. No drilling for water, oil, gas, or any kind of mining of any kind shall be permitted upon any Lot.

Section 11. Rubbish and Trash. No Lot, street, other type of open space is to be used as a dumping area of any kind. All garbage or other waste shall be kept in appropriate sanitary containers for proper disposal and out of the public view, and remove from the Lot on a weekly basis.

Section 12. Partition. No Lot may be subdivided or partitioned after sale or conveyance by the Declarant except Lot 1.

Section 13. Antennas and Satellite Dishes. Any antennas and/or satellite dishes placed on a Lot or on a structure must be placed as not be visible from the street. Satellite dishes can not be more than 18 inches in diameter.

Section 14. Tanks. No underground storage tanks are allowed anywhere on the Lot. Above ground tanks of 20 gallons or more are not allowed on the Lots.

Section 15. Landscaping. All front yard landscaping must be completed within 60 days of final building department inspection. Side yard and back yard landscaping must be completed within 60 days of final inspection except during the winter time, between November and April. Landscaping for back and side yards must be completed by June 1, following the final completion dates under all conditions. All yards shall be maintained in a clean and neat appearance with grass not allowed to a height of more than 3 inches, all area water and weeded regularly.

Section 16. Easements. Easements as shown on the subdivision map shall be preserved by the individual Lot owners as their expense. Site improvements shall not be placed so as to interfere with the maintenance of any easement.

Section 17. Timely Development. All lots are to be developed with a completed residence, and occupancy permit from the City of Eugene obtained within 36 months from the date the Lot is purchased from the Declarant. Upon receipt date of a building permit from the City of Eugene, all exterior finish work shall be completed within 9 months, excluding landscaping.

ARTICLE THREE

Building Requirements and Criteria

Section 1. Height. All improvements shall be one story, two story or split level. No basements are allowed.

Section 2. Square Footage. The combined living area shall be a minimum of 1500 square feet on all lots except Lots 21- 28. Lots 21-28 will have a minimum of 1300 square feet. Garages, porches and any structure not designed or intended specifically for residential use and occupancy shall be excluded in calculating the floor area of any living area.

Section 3. Roof and Roof Pitch. Minimum roof pitch shall be 6/12 on all predominant roof lines. All roof material shall be architectural style (ARC-80) off set design in colors of black, charcoal, or slate.

Section 4. Siding. All homes will have traditional Cedar sidewall shingles, shakes, batts, or Cedar lap siding, or concrete lap siding. Board and Batten siding is acceptable on the side and back of buildings not facing any street.

Section 5. Window trim. All window frames shall be of a vinyl/fiberglass type, or painted wood.

Section 6. Exterior colors. Exterior paint colors to be must be submitted to developer for approval.

Section 7. Fencing. All fencing will be cedar 1x6 vertical boards and 4"x4" treated posts, with 2"x4" beveled top cap. All fences will be no more than 6 feet high with maximum 8 foot sections. Gates shall be of cedar wood and treated framing materials, with metal supports. No painted fencing will be allowed. No fence will extend beyond the front of the residence.

Section 8. Masonry/Stone. Each residence to include a minimum of 150 square feet of stone, cultured stone, or brick work attached to the front of the residence.

Section 9. Storage buildings. Any storage building must meet the same exterior building standards as the main residences in roof pitch, roof material, exterior design, and color, and must contain a minimum size of 144 square feet.

Section 10. Maintenance during Construction. During construction, the Lot owner is responsible for keeping all streets and sidewalks in a neat and clean condition, and shall not allow any dangerous conditions be left unattended on their property.

Section 11. Street Trees. The Declarant has contracted to provide 'city street trees' within the subdivision according to a city tree plan. No Lot owner is allowed to plant their own trees in the public right of way. Lot owners are responsible for maintenance and care of the 'city street trees'. In the event of destruction of a 'street tree', Lot owners must replace same in 30 days of notice of damaged or dead tree, or Declarant has the right to replace damaged tree at a cost of \$1,000 per tree charged to the Lot owner.

**ARTICLE FOUR
GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by any proceeding of law or in equity against the person violating, or attempting to violate any such covenant, conditions, restrictions now or hereafter imposed by the provisions of this Declaration, whether to prevent said person from continuing in such a violation, or to recover damages or other compensation for such violation. Failure to enforce any covenants, conditions, or restrictions by the Declarant or Lot Owner upon other Lot Owner shall not in any event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in force and effect.

Section 3. Successors of Interest. This Declaration of Covenants, Conditions, and Restrictions shall be appurtenant to each Lot within the subdivision and shall run with the land and be binding upon all present and future owners.

Section 4. Conflict with Ordinance or Statute. Any conflict between these covenants, conditions, or restrictions herein stated, and restrictions or requirements imposed by state statute or city code, the more restrictive shall apply.

Section 5. Longevity. This Declaration shall run with the land and shall be binding upon the land for 20 years from the date of this Declaration recorded, and after which time they shall automatically extend for successive periods of 10 years. At any time this Declaration may be amended by an instrument signed by 80% of the Lot Owners.

Section 6. Waiver. The Declarant shall have the sole and exclusive right to waive, in whole or in part, any provision, covenant, conditions, or restriction herein. Declarant shall have the right to assign any or all of the Declarant's rights under of covenants, conditions, and restrictions to other builders, or developers on a lot by Lot basis at the discretion of the Declarant.

Dated: May 23rd, 2006
RPD, LLC
An Oregon Limited Liability Company
Paula J. Liebreich
Paula J. Liebreich
Member

STATE OF OREGON, County of Lane)ss
On May 23, 2006, personally appeared the above named Paula J. Liebreich, who, being duly sworn, that she is a member of said Limited Liability Company as member and acknowledged the foregoing to be her voluntary act and deed.



[Signature]
Notary Public of Oregon

Subdivision Guarantee

Guarantee No.: 7199-360048

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Exhibit "A"

Real property in the County of Lane, State of Oregon, described as follows:

PARCEL I:

Beginning at a point on the West line of SILVER LEA THIRD ADDITION, as platted and recorded in Volume 43, Page 7, Plat Records for Lane County, Oregon, said point being 120.0 feet South 00° 16' East from the Initial point of said SILVER LEA THIRD ADDITION; thence West 100.0 feet; thence North 120.0 feet to the South line of Santa Clara Avenue; thence West along the South line of Santa Clara Avenue 60.0 feet; thence South 00° 16' East 120.0 feet; thence West 216.64 feet to a point on the East line of that certain tract of land described in deed to Jos. Kabiser, et ux, recorded December 17, 1925, in Volume 148, Page 142, Deed Records of Lane County, Oregon; thence South along the East line of said Kabiser tract to an angle corner in the East line of said Kabiser tract; thence South 45° East to a point that is 30.0 feet North of the Southeast corner of said Kabiser tract; thence South 30.0 feet to the Southeast corner of said Kabiser tract; thence West 16.0 feet to a point on the East line of the Parker Bryan Donation Land Claim No. 49, Section 14, Township 17 South, Range 04 West of the Willamette Meridian, in Lane County, Oregon; running thence South 02° 02' 35" East to a point on the North line of that certain tract of land conveyed to Lane County, Oregon, by deed recorded December 10, 1962, Reel 208, Reception No. 92542, Deed Records of Lane County, Oregon; thence East along the North line of said Lane County tract to a point on the West line of said SILVER LEA THIRD ADDITION; thence North 00° 16' West 625.38 feet to the Place of Beginning, in Lane County, Oregon.

EXCEPT: Beginning at a point on the West line of SILVER LEA THIRD ADDITION, as platted and recorded in Book 43, Page 7, Lane County Oregon Plat Records, said point being 120.0 feet South 0° 16' 00" East from the Initial Point of said SILVER LEA THIRD ADDITION; thence along the West line of said SILVER LEA THIRD ADDITION, South 0° 16' 00" East 625.34 feet to the Northerly margin of Belt Line Road; thence leaving said West line along said Northerly margin South 89° 38' 29" West 80.80 feet to the True Point of Beginning; thence continuing along said Northerly margin of Belt Line Road, South 89° 38' 29" West 119.70 feet; thence leaving said Northerly margin North 0° 16' 00" West 151.59 feet; thence North 88° 44' 32" East 79.41 feet; thence along the arc of a 150.00 foot radius curve right, the chord of which bears South 85° 07' 44" East 32.03 feet, a distance of 32.09 feet; thence South 79° 00' 00" East 8.56 feet; thence South 0° 16' 00" East 148.23 feet to the True Point of Beginning, in Lane County, Oregon.

PARCEL II:

Beginning at the Northeast corner of the PARKER BRYAN DONATION LAND CLAIM NO. 49, in Sections 11 and 14, Township 17 South, Range 4 West of the Willamette Meridian, Lane County, Oregon; thence run South 00° 13' 44" East along the East line of said Claim, a distance of 1729.63 feet to the True Point of Beginning of the herein described tract; thence continuing South 00° 13' 44" East along said East line of Claim No. 49, a distance of 71.87 feet to a point that is 14.0 feet South of the Northeast corner of the Jos. Kabiser land as described on Page 493, Book 123, Lane County Oregon Deed Records, and recorded April 22, 1920; thence leaving said claim line and run North 89° 46' 16" East 16.0 feet to the Southeast corner of the Jos. Kabiser land as described on Page 142 of Volume 148, Lane County Oregon Deed Records, as described on Page 142 of Volume 148, Lane County Oregon Deed Records, as recorded December 17, 1925; thence North 00° 13' 44" West parallel with the East line of said Claim No. 49, a distance of 30.0 feet; thence North 45° 13' 44" West 2.83 feet to a point that is 14.0 feet East of the East line of said Claim No. 49; thence North 00° 13' 44" West parallel with said East line of Claim No. 49, a distance of 189.84 feet; thence South 89° 53' 17" West, a distance of 14.00 feet; thence South 00° 13' 44" East 150.00 feet to the true point of beginning, in Lane County, Oregon.

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Subdivision Guarantee

Guarantee No.: 7199-560043

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PARCEL III:

Beginning at a point on the West line of SILVER LEA THIRD ADDITION, as platted and recorded in Book 43, Page 7, Lane County Oregon Plat Records, said point being 120.0 feet South 0° 16' 00" East from the Initial Point of said SILVER LEA THIRD ADDITION; thence along the West line of said SILVER LEA THIRD ADDITION, South 0° 16' 00" East 625.34 feet to the Northerly margin of Belt Line Road; thence leaving said West line along said Northerly margin South 89° 38' 29" West 80.80 feet to the True Point of Beginning; thence continuing along said Northerly margin of Belt Line Road, South 89° 38' 29" West 119.70 feet; thence leaving said Northerly margin North 0° 16' 00" West 151.59 feet; thence North 88° 44' 32" East 79.41 feet; thence along the arc of a 150.00 foot radius curve right, the chord of which bears South 85° 07' 44" East 32.03 feet, a distance of 32.09 feet; thence South 79° 00' 00" East 8.56 feet; thence South 0° 16' 00" East 148.23 feet to the True Point of Beginning, in Lane County, Oregon.

Tax Parcel Number: 0370179 and 1739919 and 1739901

First American Title

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