

Return to Warrenton Fiber Company  
PO Box 100  
Warrenton, OR 97146



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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE ROOSEVELT

THIS DECLARATION was made the 12th day of May, 2021, by Warrenton Fiber Company, an Oregon S Corporation, hereinafter referred to as "Declarant."

Declarant is the owner of certain real property located in Warrenton, Clatsop County, Oregon, more particularly described as PARCEL 1 OF PARTITION PLAT 2019-007 AS RECORDED IN CLATSOP COUNTY AS INSTRUMENT No. 201902111. Declarant desires to subject a replat of such property to the covenants, conditions, and restrictions and charges set forth herein for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the property described below shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property, or any part thereof, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. Definitions. As used in this Declaration, the terms set forth below shall have the following meanings:

- 1.1 "Declarant" means Warrenton Fiber Company, an Oregon S Corporation, and its successors and assigns.
- 1.2 "Lot" means a platted lot within the Property, or any portion thereof. Lots may be combined or divided as permitted by the proper authorities of Clatsop County and by the agreement of the Board of Directors of the Roosevelt Homeowners Association. Any newly created lot or lots shall be subject to this declaration and each resulting lot shall thereafter be an individual lot for all purposes and shall be subject to all of the same rules, regulations and assessments as any lot created within A REPLAT OF PARCEL 1, PARTITION PLAT No. 2019-007, filed in the Plat Records of Clatsop County, Oregon, on May 12, 2021, as instrument Number 202104852. A lot does not include Common Property.
- 1.3 "Owner" means the person or persons, including the Declarant, owning any Lot in the Property or any portion thereof, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.
- 1.4 "Property" shall mean the property described in Article II of the Declaration. Declarant specifically reserves the right to annex additional properties or expand the subdivision or withdraw individual lots or tracts from the subdivision.
- 1.5 "Common Property" shall mean park areas and mailboxes.
- 1.6 "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with any attached and/or single detached garage and the patios, porches, decks, and steps annexed thereto.

- 1.7 "Real Property" shall mean and refer to all real property contained within A REPLAT OF PARCEL 1, PARTITION PLAT No. 2019-007 LOCATED IN THE NORTH 1/2 OF SECTION 34, T8N, R10W, W.M. CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON, filed in the Plat Records of Clatsop County, Oregon, on May 12, 2021, as instrument Number 202104852, together with such additional lots of parcels as may hereafter, by recorded instrument, be brought within the jurisdiction of the Roosevelt Homeowners Association. The community shall be known as the "Roosevelt" and is a Class I Planned Community as defined in and subject to ORS 94.550 to 94.783.
- 1.8 "Declaration" means all of the easements, covenants, restrictions and charges set forth herein, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.
- 1.9 "The Association" shall mean and refer to the Roosevelt Homeowners Association, an Oregon nonprofit corporation, to be organized in accordance with the terms hereof, its successors and assigns and in accordance with ORS 94.625, the Bylaws of which must be recorded in accordance with ORS 94.625. Said Bylaws shall conform to the terms set forth in this Declaration.

## ARTICLE II PROPERTY SUBJECT TO DECLARATION

Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, encumbered, used, occupied and improved subject to this Declaration. A REPLAT OF PARCEL 1, PARTITION PLAT No. 2019-007 LOCATED IN THE NORTH 1/2 OF SECTION 34, T8N, R10W, W.M. CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON, filed in the Plat Records of Clatsop County, Oregon, on May 12, 2021, as instrument Number 202104852.

Declarant hereby declares Forest Rim Tracts G, H and I, including Partition Plat No. 2019-007 Parcel 1, Parcel 2, and replat of Parcel 1, previously reserved as future development, are not and have not at any point been subject to the Covenants, Conditions and Restrictions recorded January 4, 2008, as Clatsop County Recorder's Number 200800051; and modified by an instrument recorded April 15, 2009, as Clatsop County Recorder's Number 200903517; and further modified by an instrument recorded June 23, 2009, as Clatsop County Recorder's Number 200905930.

## ARTICLE III ROOSEVELT HOMEOWNERS ASSOCIATION ("ASSOCIATION")

Section 1. Organization. Declarant shall organize an association of all owners within the legal boundaries of Roosevelt. The Association shall be organized under the name of "Roosevelt Homeowners Association," or a name similar thereto, as a nonprofit corporation under the general nonprofit corporation laws of the State of Oregon. If a different name is given to the Association other than the Roosevelt Homeowners Association, such name shall be deemed the official name of the Association and shall be given the same effect as stated above herein. The Association shall have property, powers, and obligations as set forth in this and other recorded declarations and covenants for the benefit of the Real Property and the Members. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of Lot Owners of the same or a similar name. In such event, all of the property, powers, and obligations of the incorporated association existing

immediately prior to its dissolution shall, thereafter, be confirmed and evidenced by appropriate conveyance and assignments. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and in the Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association. The Articles of Incorporation and Bylaws of the Association hereafter adopted and duly amended shall be deemed covenants running with the ownership of the Lots, and private tracts and shall be binding upon the Owners as if verbatim recited herein. The Bylaws of the Association shall conform as closely as possible to the terms set forth herein this Declaration.

Section 2. Membership. Every person or entity who is an Owner of any Lot shall be a Proprietary Member of the Association. The foregoing is not intended to include persons or entities that have an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.

- 2.1 The membership commences when Lots are transferred from Declarant.
- 2.2 Such membership shall subject the Lot Owner and successors and assigns to the requirements to comply with the rules and regulations of the Association, and also to the rules and regulations of the Roosevelt. The owners of all Lots within the Roosevelt are required to be members of the Association, or its successor entity, and subject to its rules concurrently (See Article VIII, Membership in Association herein.) Should there be conflict between the different rules and regulations, the stricter regulations shall apply. Owners shall require any tenants, invitees or guests to comply with the CCR's, Bylaws and rules and regulations of the Association and shall include a provision in any lease or rental agreement for their Lot or Property that such condition is required of the Tenant(s).

Section 3. Dues and Assessments. The Owners of each Lot shall pay the designated assessments levied by the Association. The Association dues and assessments are required for each Lot Owner (See Article V, Section 1, herein). The purpose of such assessments levied by the Association shall be to offset and pay for the services and benefits by the Association. The present assessments include but are not limited to the following:

Annual dues for providing Common Property maintenance, and other services to Membership as determined by the Association; \$600.00 per year. Such fees are in effect as of the time of the recording of this Declaration, but subject to change and the establishment of lesser or additional fees in accordance with the procedural requirements of the Association. The dues shall begin to accrue upon the first sale of each Lot. Declarant shall not be liable for any assessments, unless and until the Declarant retains any Lots after the affairs of the Association are turned over to the Owners/Members.

Section 4. Control of Affairs of Association. On the date that is not later than 120 days after Lots representing 80% of the votes of the Members have been conveyed, Declarant shall call a meeting and at such meeting shall turn over administrative responsibility for the Roosevelt to the Association in accordance with applicable statutes. Prior to that event, this Declaration controls.

Section 5. Voting Rights. The Association shall have one class of voting membership: Voting Members shall be all Proprietary Members including the Declarant as to their initial ownership of lots prior to sale, their successors and assigns. Voting Members shall be entitled to a total of one (1) vote for each Lot in which they hold the interest required for membership in Section 2 of this Article III. When more than one (1) person holds such interest in any Lot, each of such persons shall be a Voting Member. The vote for such Lots shall be exercised so that the total of the fractional interests in one (1) Lot shall

equal one (1). The multiple owner Lot Members may vote their vote as a fraction of one (1) vote if they disagree or as one (1) vote if they are in agreement. In the event that an entity is the owner of a Lot, the entity will be permitted to cast one (1) vote for its ownership interest in the Lot. The individual owners or members of the entity are not permitted to cast individual or fraction votes as partial votes, totaling one (1) vote for the entity. The entity itself must have a united vote for its interest.

#### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Every Proprietary member (Owner of a Lot) and Associate Member shall have a right and easement of enjoyment in and to the Common Property (specifically designated parks and mailboxes) and such easements shall be appurtenant to and shall run with the title to every lot. Land use development rights to the Common Property shall remain with Declarant.

Section 2. Common Property. Parks exist as designated on the plat, and mail boxes near the entrance of SE Willow and Bugle Avenue as approved by the United States Postal Service, and said spaces shall be considered Common Property. Common Property shall be subject to the right of common access by owners of all Lots within the plat of the Roosevelt in accordance with the restrictions and regulations governing such use as set forth below. Provided, however, the Association may construct fences to protect the spaces and restrict non-authorized access or make any other use permitted by applicable governmental land use regulation in effect relative to such park designation. The ownership shall remain with the Association but said ownership shall be subject to the restrictions set forth herein, and be subject to the right of access by Owners of all Lots within the plat of Roosevelt. It is provided further that the Association has responsibility and obligation for maintaining said Common Property including maintaining the stormwater drainage areas indicated in the attached Stormwater Exhibit for the Roosevelt dated January 21, 2021 (and as amended and updated) as required by applicable governmental land use regulations. None of the Common Property may be sold by the Association, and is subject to land use development rights retained by Declarant.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Declarant hereby covenants for all the Real Property, and each Owner of any lot, that by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance, such Lot Owner is deemed to covenant and agree to pay the Association regular annual or other regular periodic assessments or charges as established by the Association from time to time. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the property which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time such assessment became due. The obligation shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and protection of the residents, guests, and Lot Owners of Roosevelt and in particular for the maintenance of Common Property and the integrity of the Roosevelt community.

Section 3. Annual Assessment. The annual assessment may be established by a vote of the members, by affirmative vote of not less than 51% of the votes of Members who are voting in person or by proxy, at a meeting attended by not less than a quorum as defined by the Articles and/or Bylaws of the Association and which is duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Uniform Rate of Assessment: Common Profits. All annual assessments and any special assessments must be fixed at a uniform and equal rate per lot for services rendered for all Lots and may be collected on an annual, semi-annual, quarterly, or monthly basis in the sole discretion of the Directors. If special services are rendered to specific Lots at the request of the Owner thereof, additional assessments shall be charged to such residential Lots. If the Association has any common profits at the end of any fiscal year, the Board of Directors place such funds in reserve for future use by the Association. No profits may be distributed to the Lot Owners/Members.

Section 5. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence to all Lots on the first day of the month following the conveyance of title to said Lots for property located within the plat of the Roosevelt. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a written receipt signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. Such written receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-payment of Assessments: Remedies. If any Owner of a Lot or portion of a Lot fails to pay the respective dues, assessments, fees, or charges, made by the Association according to the terms of their agreement with the Declarant and in accordance with the terms and conditions of this Declaration of CC&Rs of the Roosevelt within 30 days, then the Association, or the party paying the cost on behalf of the property of the defaulting party may be enforced upon compliance with the terms and conditions set forth herein.

- 6.1 Lien Priority. The lien shall be prior to all other liens or encumbrances upon the property except tax and assessment liens and any prior mortgage, trust deed or contract of record.
- 6.2 Lien Enforcement Requirements. In order to enforce the lien provided for herein, the Association, or the party who has paid the obligation of the defaulting Owner may record a claim containing a true statement of the amount due for unpaid charges (after deducting all just credits and offsets) in the appropriate lien records of Clatsop County, Oregon. The name of the Owner of the property or the reputed Owner, if known, and the legal description of the property shall constitute sufficient designation of the property for purposes of identification.
- 6.3 Lien Filing. The claim shall be verified by the oath of one (1) or more persons having knowledge of the facts, and shall be filed with and recorded by the recording officer of Clatsop County in the book kept for purposes of recording liens filed under ORS 87.035 or its successor statute.
- 6.4 Continuation of Lien. After a claim has been filed and recorded pursuant to the provisions of this Declaration of CC&Rs of the Roosevelt, and the Owner of the property subject to the claim thereafter fails to pay any such charge provided for therein, then and so long as the original or any subsequent unpaid balance remains unpaid, such claim shall automatically continue and

subsequent unpaid amounts and interest thereon shall automatically accumulate without the necessity of further filings.

- 6.5 Conformity With State Statute and Duration. The proceedings to foreclose liens created by the provisions of this Declaration of CC&Rs shall conform as nearly as possible to the proceedings to foreclose statutory liens created by ORS 87.010 or its successor statute, except that notwithstanding ORS 87.055 or its successor statute, a lien may be continued in force for a period of time not to exceed six (6) years from the date the claim is filed under subparagraph 6.3. For the purpose of determining the date the lien is filed in those cases where subsequent unpaid costs have accumulated under the claim as provided in subparagraph 6.4, the claim regarding each unpaid costs shall be deemed to have been filed at the time such unpaid costs become due. The lien may be enforced by the lien claimants acting jointly and individually.
- 6.6 Lien Foreclosure Cost. The party or parties foreclosing the lien provided for herein shall be entitled to reimbursement of all costs and expenses of foreclosing the lien, including the costs of a foreclosure title report, expert witness fees, and any attorney's fees in connection therewith upon trial and appeal thereof.
- 6.7 Interest. All unpaid balances shall bear interest at the rate of 12% per annum or at such other rate as established by the Members as per Article III, Section 2 supra.
- 6.8 Right to Sue Without Waiver of Lien. An action to recover a money judgment for unpaid charges against the defaulting Lot Owner may be maintained by the Association or the party or parties paying said charges, acting jointly or individually, without foreclosure or waiving the liens securing the claim for unpaid charges.
- 6.9 Non-Exclusive Remedy. The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.

Section 7. Exempt Property. Common Property shall be exempt from assessments created herein.

## ARTICLE VI RESIDENTIAL COVENANTS

Section 1. Land, Building Type and Usage.

- 1.1 Permanency. All buildings shall be constructed on the Lot upon which they shall permanently remain. All structures shall be built on site (no pre-manufactured homes).
- 1.2 Permitted Use. Lots shall only be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling (including attached garages) and one outbuilding. Outbuildings are limited to one detached garage. This section does not prohibit the storage, during the course of construction, of construction materials and equipment on said Lot as may be necessary for such construction or the use of any residence on a Lot as a sales office or model home for purpose of sale in the Roosevelt under such circumstances and for such period of time as may, from time to time, as deemed reasonable by Declarant.
- 1.3 Restrictions on Development of Lots, the Structure and Usage.



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- 1.3.1 Dwelling Minimum Size. No residential structure shall be erected or placed on any Lot unless the building has a living area of at least 1500 square feet, exclusive of the enclosed garage area.
- 1.3.2 Garages. Each single family dwelling within the subject development shall have a minimum of a two-car enclosed and attached garage. A garage shall be considered attached if it is connected to the dwelling by a breezeway. The breezeway shall be appropriate in design to and architecturally consistent with the dwelling.
- 1.3.3 Driveway. Each single family dwelling shall have a driveway with a minimum of 600 square feet of impervious surface for parking.
- 1.3.4 Height Restrictions. The maximum allowable building height is 45 feet above average grade as determined by the four corners of the principal structure, which is in accordance with the requirements of Warrenton Municipal Code.
- 1.3.5 Roof Pitch. The roof pitch shall be a minimum of 5:12.
- 1.3.6 Manufactured Homes. No pre-manufactured homes shall be permitted. All dwellings shall be constructed onsite.
- 1.3.7 Siding. No single wall or vinyl siding is permitted.
- 1.3.8 Landscaping. All landscaping designs shall be pre-approved by the architectural committee and in accordance with the Warrenton Municipal Code.
- 1.3.9 Antennae, Wind Instruments and Satellite Dishes. Antennae, wind instruments and satellite dishes shall be permitted as allowed by City of Warrenton and located on each Lot and placed in such a manner as to minimize the visual impact on the community and the neighboring lots. The Architectural Committee shall regulate and approve all such requests for allowing and placing such items.
- 1.3.10 Parking. Parking of boats, trailers, campers, truck campers, trucks (excepting pickup trucks), recreational vehicles or equipment shall not be allowed in excess of 72 hours, nor shall repair of the same be permitted on any Lot or the Property, excepting within the confines of an enclosed garage or shop building. There shall be no parking on any street in the Property development in excess of 72 hours. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any Lot or street in excess of 48 hours without being moved into an enclosed garage.
- 1.3.11 Exterior Lighting. Owners shall be required to minimize the impact of their exterior lighting's effect on the community as a whole as well as the immediately surrounding Lots. All exterior lighting will be required to obtain prior approval of the Architectural Committee before being placed.
- 1.3.12 Hunting. No hunting or discharging of firearms is permitted within the residential Lots of the Property.
- 1.3.13 Fencing. All fencing shall be approved by the Architectural Committee prior to its installation or modification. Routine repairs and maintenance that do not change the style, color,

location or general appearance of a fence do not require any approval of the Architectural Committee.

1.3.14 Temporary Structures. No structure of a temporary or transient character, including but not limited to tents, tarps, shacks, sheds, trailer, barn, or other out buildings or any other building not constructed or approved under the standards of the Uniform Building Code in effect at the time of placement, shall be located on any building site within the subject development.

1.3.15 Offensive Activities. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the neighborhood. No Lot shall be used or maintained as a dumping ground for rubbish, garbage, or trash. Yard raking and dirt resulting from landscaping work shall not be dumped on to the street, Common Property or any undeveloped sites or any public area. Garbage and other waste shall be kept in appropriate sanitary containers for disposal and out of public view.

1.3.16 Business and Commercial Use. No storefront activity involving trades, crafts, businesses, professions, commercial, or similar activities of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies be used in connection with any trade, service, or business be kept or stored on any Lot, excepting the right of any home builder or Declarant, who is constructing Residences on Lots, to store construction materials and equipment on said Lots in the normal course of said construction and to use completed home as sales models as provided herein.

1.3.17 Signs. No sign of any kind shall be displayed on any Common Property. No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made of not more than six (6) square feet advertising the Lot or single family dwelling constructed thereon for sale or indicating the presence of a security system at the Lot. This restriction shall not prohibit the temporary placement of political signs on any Lot by the Owner (which shall be promptly removed after the election is completed for which it was placed), or placement of a professionally made sign by Declarant, which complies with local applicable sign ordinances. This restriction does not apply to signs used by Declarant, builders, Realtors or agents during original construction and initial sales.

1.3.18 Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other small household pets may be kept provided they are not kept, bred, or maintained in unreasonable numbers for any commercial purposes.

1.3.19 Pet Control. Pets are required to be controlled so as not to be a nuisance to other Owners, their guests, renters or invitees or wildlife. Any inconvenience or damage or unpleasantness caused by any such pets shall be the responsibility of the respective owners thereof, including such as may be caused by the pet of an Owner's guest, renter or invitee. Pets shall not be permitted to roam the Property unattended and pets shall be required to be leashed while outside their Owner's Lot. An Owner may be required to remove a pet upon receipt of a notice in writing from the Board of Directors of the Homeowners Association of violation of any rule, regulation or restriction governing pets within the Property. Any pet which the Board of Directors of the Homeowners Association reasonably determines to be vicious or dangerous to Owners of Lots, their families, guests, invitees, renters, pets or wildlife on the Property shall be removed by the Owner thereof immediately upon written notice from the Board of Directors. At the Owner's request after such removal, a hearing will be held by the Board of Directors of the Homeowner's Association to review its determination and affirm or reverse its previous determination. As part



of their determination, the Board of Directors may require remedial actions be taken by the Owner in the reverse of its previous determination. Any pet which is considered vicious under any City of Warrenton ordinance, Clatsop County Ordinance, or state law, shall be conclusively deemed vicious, which the Board of Directors shall thereafter be required to exclude from the Property.

1.3.20 Construction Completion. Construction of any Residence shall be completed, including exterior decoration, within fourteen (14) months from the date of the start of such construction. All Lots shall, prior to and after the improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris. The Lot shall be maintained in order to prevent the creation of a nuisance or health hazard. If the Declarant or the Association is forced to maintain the Lot on behalf of the Owner, the cost for the work completed will be assessed to the Lot Owner.

1.3.21 Sewer and Water. Each Lot has sanitary sewer and water system as authorized by the appropriate governing authority (currently the City of Warrenton).

1.3.22 Conflicts With City of Warrenton Codes and Regulations. These CC&Rs do not restrict the City of Warrenton's authority to adopt or amend its development regulations. It is the duty of every person engaged in development within the Roosevelt to know the requirements of these CC&Rs and City of Warrenton regulations. The City of Warrenton will not be liable for any approvals or permits that are in compliance with City of Warrenton regulations, but are not in compliance with these CC&Rs. The provisions of this paragraph do not limit the rights of the City of Warrenton.

1.3.23 Vehicular Traffic. Vehicular traffic shall be confined to the roads within the subdivision Property and driveways on individual Lots.

1.3.24 Roadside Maintenance Responsibility. The Owner of property bordering a roadway or roadways shall be responsible for clearing of trees, brush, grass, and debris from the Lot line to the center of the road. Trees and brush must be pruned in such a manner to permit two (2) cars to pass each other without striking tree limbs, shrubs, or brush.

## Section 2. Easements.

- 2.1 Utility. Declarant hereby reserved to themselves, their successors and assigns, perpetual easements under, over, and across all common properties and under, over, and across strips of land Ten (10) feet in width running along all property lines of each Lot for the purpose of erecting, installing, constructing, maintaining, and operating drainage and irrigating systems, and pipes, wires, cables, and conduits for lights, heating, power, telephone, internet, water and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of each Common Property and such Ten (10) foot strips of land. Declarant is not hereby obligated to erect or construct any public or quasi-public utility service. Within the easements consisting of the herein defined Ten (10) foot strips of land on the interior of the Lot lines, no structure, fence, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities or facilities, or which may change the direction of flow of water through drainage channels in the easements. A Lot Owner may place removable structures or place surface coverings such as asphalt or concrete on this easement area or install fencing, plant shrubbery in this area or otherwise landscape this area if access to the surface or sub-surface property(s) within the easement for the purpose specified herein and conditioned upon Lot Owner making all

necessary provisions for alternate drainage facilities within Owner's Lot if surface drainage or sub-surface drainage is interrupted or altered. The easement property(s) of each Lot and all improvements for which a public authority or utility company is responsible. No Lot owner is permitted to grant an easement for utilities to any other Lot Owner within the Property or to any property owner outside the Roosevelt.

- 2.2 Roads and Streets. Declarant hereby grant unto the City of Warrenton the roads and streets within the Roosevelt.

#### **ARTICLE VII ENFORCEMENT**

Section 1. Use of Common Properties and Facilities. In the event any Owner shall violate any provision of this Declaration, the Bylaws of the Association or other rules adopted by the Association, then the Association, acting through the Board of Directors, shall notify the Owner in writing that the violation exists and that the Owner is responsible for therefor, and may:

- 1.1 Notify the Owner in writing that their voting rights are suspended for the time that the violations remain unabated; or,
- 1.2 Impose fines upon the Owner as such fines may be provided for in the Bylaws and rules of the Association, which may include late fees and interest; or,
- 1.3 Enter the offending Lot and remove the cause of such violation, or alter, repair, or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for 120% of the entire direct or indirect costs of the work done, which amounts shall immediately be payable to the Association; or,
- 1.4 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce the provisions of this Declaration; or,
- 1.5 Do any of the above in conjunction with each other.

Provided, however, in each remedy except that designated sub-paragraph 1.4 of Article VII, the Lot Owner shall have the right to a hearing before the Board of Directors to contest their determination. If a hearing is requested, imposition of the applicable remedies will be withheld pending the Association Board of Directors' decision after hearing the Lot Owner's testimony or evidence. If an emergency exists and is so determined by the Board of Directors, they may proceed with the remedies specified in sub-paragraph 1.3 above pending the hearing or decision on the hearing. If a hearing is requested, it shall be held within 14 days of the date of receipt of request by the Board of Directors at a location designation by the Board of Directors in a timely notice to the Lot Owner. The Board of Directors shall make a decision on whether to proceed with the specified remedy or to abate their action and provide notice thereof to the Lot Owner. All assessed fines shall be paid immediately to the Association and deposited into the Association's general account.

Section 2. Interest, Expenses, and Attorney Fees. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at the following rate per annum: From the date hereof until the first annual meeting of Members, 12% per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but if no such rate is established by the Members, then the rate shall be 12% per annum. In the event the Association shall bring any suit of action to enforce this

Declaration, to collect any money due to it, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by them in connection with such suit or action, including the cost of a foreclosure title report, expert witness fees and such amount as the court may determine to be reasonable as costs and attorneys' fees at trial and upon any appeal thereof. In addition to being the personal obligation of the Lot Owner, the Association shall have a lien upon any Lot owned by the losing party to secure payment of such costs and expenses. In addition, in the event the Association engages the services of an attorney to enforce or interpret any of the rules of the Association or Declaration in respect to any issue with a property Owner, said property Owner(s) for which said attorney costs were incurred, shall be liable for the payment thereof, even though no suit or action has been initiated against said Owner.

Section 3. Non-exclusiveness and Accumulation of Remedies. An election by the Association to pursue any remedy provided for violation of this Declaration or the rules of the Association shall not prevent concurrent or subsequent exercise of any remedy permitted under this Declaration, the Bylaws or rules of the Association. The remedies provided in this Declaration, the Bylaws or rules of the Association are not exclusive and shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

Section 4. Effect of Breach. The breach of any of the covenants, conditions or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots, but these covenants, conditions, and restrictions shall be binding upon and effective against any such mortgages or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

Section 5. Delay. No delay or omission on the part of Declarant, the Association, or the Owners of other Lots in exercising any right, power or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant and no right of action except specific performance shall accrue nor shall any other right of action be brought or maintained by anyone whatsoever against the Association or on account of their failure to bring any action on account of any breach of these covenants, conditions and restrictions.

#### **ARTICLE VIII ROOSEVELT HOMEOWNERS ASSOCIATION AND ARCHITECTURAL COMMITTEE**

Section 1. Roosevelt Homeowners Association ("Association"). The owners of all Lots within the Roosevelt are hereby designated as and required to be Members of the Association, or its successor entity.

- 1.1 The membership commences when Lots are transferred from Declarant.
- 1.2 Such membership shall subject the Lot Owner and successors and assigns to the requirements to comply with the rules and regulations of the Association and the Bylaws in addition to the Declaration of CC&Rs for the Roosevelt. Should there be conflict between the different rules and regulations, the stricter regulation(s) shall apply. The Bylaws shall be created to conform to the Declaration as closely as is reasonably possible.
- 1.3 The non-declarant Owner and the subsequent Owners of each Lot shall be required to pay all dues, fees, and assessments levied by the Association.

- 1.4 The right to access, usage of the streets, roads, and easements of the Roosevelt, for each Lot is limited to such access and availability for use on the same basis and according to the same regulations that apply elsewhere within the service area of the Association.

Section 2. Architectural Committee.

- 2.1 Formation of the Committee. The Architectural Committee shall consist of Three (3) Members. Prior to the Transfer Date (date that the Declarant transfers control to the Association Members), Declarant shall make all decisions reserved herein for the Architectural Committee. Following the Transfer Date, the Architectural Committee Members shall be appointed by the Permanent Board and shall thereafter assume the responsibilities and duties described herein. Upon appointment a Member of the Architectural Committee shall serve for a term of One (1) year.

A Member of the Architectural Committee may be removed by the Declarant at any time with or without cause until the last Lot is sold or by the Board upon a majority vote of the Board. Members of the Architectural Committee shall be appointed by a majority vote of the Board. Any time there is a vacancy in the Architectural Committee, a replacement may be voted in by the Board. The address of the Architectural Committee shall be the same as the address for the Association. Actions of the Architectural Committee shall be by a majority vote of the Members of the Architectural Committee. No Architectural Committee Member shall be entitled to any compensation for services performed or have any financial obligation of a kind based upon his or her actions as member of the Architectural Committee.

- 2.2 Plans for all Proposals. No home/dwelling, improvement or landscaping shall be constructed upon any Lot until the plans showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall be guided by the goal of creating a harmonious exterior design and location for each Lot in relation to the surrounding structures and topography and in relation to the Declaration. Determinations, actions and resolutions of the Architectural Committee shall be within the sole discretion of the Architectural Committee.

An Owner shall submit all plans and specifications for the Home/Dwelling and of all Improvements and for any Landscaping ("Plans") to the Architectural Committee by mail to the address of the Architectural Committee. The Plans shall consist of three (3) sets of 8 1/2 x 11 inch copies and each of the Plans shall be signed by the Owner of the Lot or his or her authorized agent and shall contain the name, address of the person submitting the same and the Lot to be involved, and shall set forth the following with respect to the proposed Home/Dwelling, Improvement, or Landscaping as appropriate to the request: a) a site plan of the Lot reflecting the proposed location of the Home/Dwelling, the location of all set-backs and all easements burdening the Lot; and (b) front, rear and side elevations of the Home, and (c) a floor plan of all floors of the Home/Dwelling; and (d) a impervious surface plan specifying the location and surface material of the driveway and all other paving and impervious surfaces to be placed upon the Lot; and (e) Landscaping plan for the Lot to include a specification of the species of all vegetation to be planted, the planted size of the vegetation and a specification of and drawings of all other improvements to be constructed, places or installed on any portion of the Lot, including, but not limited to: water features, statues, walls, fences, gates, berms, playground or athletic facilities, and outbuildings, and exterior lighting; and (f) specifications detailing all aspects of the exterior appearance of the Home including, but not limited to: the specification of the nature of and the finished color of all siding material, gutters, fascia and exterior trim, and the specification of the nature and coloring of all roofing material, and window details, and door details, and (g) a

specification of any decorative or fanciful features, details and trim to be constructed, placed or installed on any exterior of the Home or upon the roof thereof.

All submissions must be in no less than 1/4" to 1" scale and shall include all relevant dimensions and shall designate the name and address of the architect or designer of the Home and shall make specific reference to the Lot. The Owner shall also provide the legal description and address for the Lot, the builder's name, phone number, and contact person and such other information as may be required by the Committee to determine whether proposed Home/Dwelling, Improvement or Landscaping conforms with this Declaration, and the standards set forth by the Architectural Committee.

- 2.3 Standards. The Architectural Committee except as limited by the Declaration, shall have the sole discretion and the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of ensuring the attractive development of the Property and the Lots, which discretion and authority shall include, but not be limited to, the height, configuration, design, color, scope, bulk, mass, size and appearance of the Home/dwelling, the Improvements and Landscaping.

The Architectural Committee, in the exercise of its discretion, shall have the right to refuse to approve any Plans for the design of any Home/Dwelling, Improvements or Landscaping. The Architectural Committee shall have the right to take into consideration the suitability of the proposed Home/Dwelling, Improvement or Landscaping and the material of which it is to be built, the harmony thereof with the surroundings, and the effect of the Home/Dwelling, Improvement or Landscaping as planned on the outlook of the adjacent or neighboring Lot(s) and any and all other factors which, in the Architectural Committee's opinion, shall affect the desirability or suitability of such proposed Home/Dwelling, Improvement or Landscaping. The determination by the Architectural Committee shall be binding on the Owner and shall not be subject to appeal or collateral attack by any Owner except in the case of a willful abuse of the Architectural Committee's discretion.

- 2.4 Approval or Disapproval. The Architectural Committee shall use best efforts to approve submitted Plans within thirty (30) days after the receipt of Plans submitted in accordance with this Declaration. The Architectural Committee's notice of approval or disapproval shall be designated upon one of the Plans submitted and such Plans shall be returned to the Owner submitting the Plans. In the event that no approval or disapproval of such Plans is given within thirty (30) days of submission in compliance herewith, copies of such Plans shall be delivered to the Owner of each adjacent Lot within the Property together with a statement to the effect that (1) the said Plans have been submitted to the Architectural Committee; and (2) unless suit to enjoin the construction pursuant to the submitted Plans is commenced within thirty (30) days after the receipt of the delivered copies, the Owner shall be entitled to commence construction pursuant to the Plans that were submitted for review, subject only to the issuance of a building permit by the City of Warrenton as may be applicable. If no suit to enjoin the Construction is commenced within thirty (30) days after the receipt of the delivered copies and the statement described herein, said Plans shall be deemed to be approved by the Architectural Committee and Construction pursuant to said Plans may be commenced.

In all cases, the ultimate responsibility for satisfying all local governmental building codes and requirements, etc., rests with the owner. The approval of any submitted Plans shall not represent confirmation that the Plans comply with applicable building or land-use codes and the Architectural Committee and the Association shall not be liable to any Owner due to the failure of any Plans to comply with any standards, codes, ordinances, restrictions or limitations associated

therewith. No Member of the Architectural Committee or any person or entity acting for or on behalf of the Architectural Committee shall be liable or responsible for any defect in any Plans submitted or approved or for any defect in any work accomplished according to such Plans.

- 2.5 Advisors. The Architectural Committee may appoint advisors from time to time to advise on matters pertaining to the Property and the Lots.
- 2.6 Variations. The Architectural Committee shall have the authority to approve Plans which do not conform to this Declaration or any standards announced by the Architectural Committee in order to overcome practical difficulties or prevent hardships, provided that such variations so approved shall not be materially injurious to the Improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of this Declaration.

#### ARTICLE IX GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one (1) or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 2. Duration and Amendment. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of the recording of this Declaration, unless an instrument signed by seventy-five (75%) percent of the votes of membership has been recorded in the Records of Clatsop County, Oregon, agreeing to modify said provisions. The Declarant shall retain authority to make amendments until the last Lot is constructed upon. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by all of the Owners of the properties concerned, and the Association. All amendments must be recorded in the Deed Records, or other appropriate Records of Clatsop County, Oregon, to be effective. After the initial twenty-five (25) year term, this Declaration or any provision will be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the votes of the membership of the Association has been recorded in the Records of Clatsop County, Oregon, agreeing to modify or terminate said Declaration or any provision thereof.

Section 3. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by Declarant, or his successors or assigns, shall be deemed to best or reserve in Declarant or the Association any right of reversion or reentry for breach or violation of any one (1) or more of the provisions hereof.

Section 4. Rights of Mortgagees Relating to Maintenance. At any time that any part of the Common Property, or any other part of the Roosevelt, or any Residence, Lot, or other building or improvement located thereon is not in accordance with this Declaration or the Association's Bylaws or is not properly maintained and kept in good order and repair to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of the Roosevelt, the record owner of any mortgage of trust deed upon any part of said Real Property or Residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the Owner-mortgager of such property as a member of the Association including the right to vote at all regular and special meetings of the Association, and the Owner-mortgager shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent



certified mail, return receipt requested, to the Owner-mortgager, with a copy by regular mail to the Association at the last known address of each.

Section 5. Loss of Property. In order to protect and preserve the appearance and value of the Real Property, each Owner is required to immediately commence, and diligently pursue without delay, the razing, repair, or rebuilding of his Residence after any loss to it.

Section 6. Notices. Unless otherwise provided herein, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address provided to the Association in writing by the person who appears as a Member or Owner on the records of the Association at the time of such mailing and if there is no written address provided, then to the address set forth on the current tax statement for the property affected.

Section 7. Assignment. Any and all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any person or corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers, and reservations assigned and upon such person, corporation or association evidencing its intent in writing to accept such assignment, have the same rights and shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

Section 8. Indemnification and Insurance.

8.1 Indemnification. To the extent of insurance obtained to protect against the errors and omissions of the Board of Directors of the Association, the Association hereby covenants and agrees to indemnify, hold harmless and defend the directors of the Association's Board of Directors, who by reason of being such, or as a result of the exercises of their duties as such, are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil or criminal, administrative or investigative. Indemnification may be had for costs and expenses (including attorney's fees), judgments, and settlement payments, provided that the officer or director acted in good faith, in a manner reasonably believed to be not opposed to the interests of the Association and, in the case of criminal proceedings, had no reasonable cause to believe his or her conduct unlawful.

8.2 Insurance. The Board at its discretion shall be authorized to obtain and maintain the following policies of insurance:

8.2.1 Hazard Insurance. To the extent that there are Improvements made to the Common Property which may be insured against loss, a "master" or "blanket" type of hazard insurance policy or policies may be maintained, protecting such Improvements against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects. The Board may enter into additional endorsements, provisions, and exceptions.

8.2.2 Liability Insurance. A comprehensive general liability insurance policy covering the Common Property and all roads and streets. The liability policy shall provide coverage for bodily injury and property damage for any single occurrence, covering bodily injury and property damage resulting from the operation, maintenance, repair or use of the Common Property, in such amounts as the Board may determine.

8.2.3 Director's Coverage. A policy of errors and omissions insurance to protect the Board of Directors of the Homeowner's Association.


8.2.4 Insurance Premiums. Insurance premiums for any insurance coverage obtained by the Association and any other insurance deemed necessary by the Board shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the reserve fund to be used solely for the payment of premiums of required insurance as such premiums become due. The annual limit on the increase of assessment shall not limit the amount of the premiums payable by the Owner for the Association's insurance.

Section 9. Costs and Attorney's Fees. In the event any party or successor to a party (including future individual Lot Owners) shall take any action, judicial or otherwise, to enforce any terms of this Declaration, the Bylaws or the Association's rules, the prevailing party shall be entitled to recover from the other all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the costs of title reports, surveyor's reports, foreclosure reports, witness fees (including expert witnesses) and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein, or (solely for the Association or Declarant and specifically not the individual Lot Owners) in connection with non-judicial action, or in connection with any post judgment collection efforts.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this Declaration on the day and year first mentioned above.

Warrenton Fiber Company (Declarant)

By:

  
David A. Nygaard, President

By:

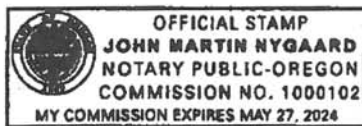
  
John B. Nygaard, Vice-President

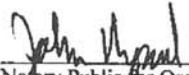
STATE OF OREGON )

) ss.

County of Clatsop )

This instrument was acknowledged before me on May 12, 2021, by David A. Nygaard as President of Warrenton Fiber Company, and John B. Nygaard as Vice-President of Warrenton Fiber Company.



  
Notary Public for Oregon