

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR COBURG MOUNTAIN ESTATES

## DECLARATION

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by James E. Olsen and District Row, LLC (together “Declarant”).

## RECITALS:

1. Declarant is the owner of a collection of lots of real property in Linn County, Oregon, described as follows:

Lot 1, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 2, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 3, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 4, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 5, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 6, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 7, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 8, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 9, Coburg Mountain Estates Subdivision, Linn County, Oregon  
Lot 10, Coburg Mountain Estates Subdivision, Linn County, Oregon

The lots are shown on the subdivision plat map, attached hereto, and incorporated herein as “Exhibit A.” In the singular, these lots are referred to herein as “Lot” and together as “Coburg Mountain Estates” or “Property.” The subdivision plat map is referred to herein as the “Subdivision Plat Map.” The Subdivision Plat Map for Coburg Mountain Estates subdivision is filed at CS 27679 in the Linn County, Oregon, Surveyor’s Office.

2. Declarant has deemed it desirable for the efficient preservation of the values and amenities in and of Coburg Mountain Estates to administer and enforce the covenants, conditions, and restrictions of this Declaration. Declarant hereby adopts covenants, conditions, and restrictions contained in this Declaration and hereby subjects Coburg Mountain Estates to this Declaration.

3. Declarant declares that all Lots in Coburg Mountain Estates shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, and which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof.

## ARTICLE I Definitions

**1.1 Definitions.** The following words and terms, when used in this Declaration or any subsequent or supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

**1.1.1** “*Declaration*” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration. Likewise, “CC&Rs” refers to the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

**1.1.2** “*Declarant*” shall mean, together, James Olsen and District Row, LLC, an Oregon limited liability company, and its successors or assigns.

**1.1.3** “*Lot*” shall mean any subdivision lot shown on the Subdivision Plat Map and any subsequent division of any lot to a legal unit of land, whether by future subdivision or partition.

**1.1.4** “*Owner*” shall mean the record owner of a fee simple title or contract purchaser of any Lot within Coburg Mountain Estates and shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. If an Owner consists of more than one person or entity, such persons or entities or a combination thereof shall be jointly and severally obligated for all Owner’s obligations pursuant hereto.

**1.1.5** “*Party*” shall mean a particular Owner, and “*parties*” shall mean two or more particular Owners.

**1.1.6** “*Turn Over*” means when the Declarant relinquishes control of the Board for the Coburg Mountain Estates Home Owners Association (“Association”) as provided under the Bylaws for the Association. Until then, the Declarant controls the Association’s Board.

## **ARTICLE II**

### **Easement and HOA Assessment**

**2.1 Easements on Plat and Prior Easements.** The Lots are subject to a recorded roadway easement. The “**Roadway Easement**” is a 60-foot-wide driveway beginning at Mt. Tom Drive, a county public right of way, through the adjacent property, entering the Coburg Mountain Estates subdivision at Lot 1, then south to the southeast corner of Lot 3 and then west to Lot 10. The roadway is shown on the Subdivision Plat Map as an easement for the benefit of all the Lots in the Coburg Mountain Subdivision, burdening the Lots in which the Roadway Easement benefits. Roadway Easement further includes the right to place improvements within the 60-foot roadway for common usage of the Lots, including utilities, gates, landscaping, and surface improvements, including sidewalks, curbs, gutters, lights, and storm drainage subject to the terms herein.

**2.2 Easement Grant.** Subject to provisions of this Declaration, Declarant grants the Owners and the Association a right to the Roadway Easement, for ingress and egress, for vehicular, pedestrian, and non-vehicular access, which easement is appurtenant to and passes with the title to every Lot. The grant of easement includes an easement for construction, maintenance, repair, and use of Roadway Easement for utilities, including common utilities, if any, thereon and installation and maintenance of electric or other utility and communication lines and services, stormwater drainage, landscaping, or other improvement installed by Declarant or by an Owner on the approval of the Board of Directors of the Association. The grant of easement is further shown on the Easement recorded in Document \_\_\_\_\_ in the Lane County, Oregon Deed Records, and \_\_\_\_\_ in the Linn County, Oregon, Recorder’s Office.

**2.3 Assessment.** The Association Board will be responsible for the maintenance and upkeep of the Roadway Easement. Each Lot Owner, except the Declarant, shall be assessed for the Road Easement fund. The assessment, which may include an assessment for a reserve account, will solely be used for the Road Easement and the costs and expenses of the Association.

**2.4 Additional Users.** The Declarant, James Olsen, and District Row, LLC (each individually or separately) may grant an easement over the Roadway Easement to any other properties adjacent to or near Coburg Mountain Estates. Additionally, all Owners recognize that the Roadway Easement area may be subject to additional benefitted properties, including those, but not limited to, the ones identified in Section 3.3 by separately recorded easement, including the one identified in Section 2.2 above, without requirement of annexation.

**2.5 Additional Roadway Easement.** Declarant reserves the right to extend the Roadway Easement further west of the existing Lot 10 by future easement dedication in favor of the Properties. If such dedication is made, it will be incorporated into the terms and conditions of the Roadway Easement under this Declaration.

**2.6 Limitations on Use.** Use of Roadway Easement by the Owners is further subject to the provisions of this Declaration and the right of the Association Board to adopt rules and regulations related to the use and enjoyment of the Roadway Easement.

**2.7 Water Tank Or Reservoir Easement.** The Lots at Coburg Mountain Estates and the Association are granted the right to utilize and maintain the water tank or reservoir located near the northeast corner of Parcel 2 in the deed Recorded at Document No. 2016-036862 in the Lane County, Oregon, Deed Records, and depicted **at Exhibit B** attached hereto, for emergency water use for fire suppression only ("Water Tank or Reservoir Easement") by easement from the neighboring property. The grant of easement is fully contained in the Easement recorded in Document \_\_\_\_\_ in the Lane County, Oregon Deed Records and \_\_\_\_\_ in the Linn County, Oregon, Recorder's Office. The water tank or reservoir is a requirement of the Harrisburg Fire District for Coburg Mountain Estates. The maintenance, repair, and improvement of such water tank or reservoir and access to the water tank or reservoir is exclusively in favor of the Association.

**2.8 Association's Easements.** Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and easements as are necessary to perform the duties and obligations of the Association, as set forth in this Declaration, the Bylaws, and the Articles, as the same may be amended.

### **ARTICLE III Additional Property Subject to these Bylaws**

**3.1 New Owners.** Declarant or any Owner maintains the right to divide any Lot upon receiving all required approvals from Linn County. If any two or more Lots are so divided, they will be deemed separate Lots for all purposes under this Declaration, including the allocating of Assessments.

**3.2 Declarant's Right to Dedicate.** Declarant has the right to dedicate any portions of the Property then owned by it respectively to any Governmental Authority, quasi-governmental entity, or entity qualifying under Section 501(c)(3) of the Internal Revenue Code or similar provisions from time to time, for such purposes as it may deem to be appropriate, including, without limitation, for utility stations, equipment, fixtures and lines; streets and roads; open space; recreational facilities; fire or security, and such other purposes as they and such Governmental Authority or quasi-governmental entity determine to be appropriate from time to time. Any consideration received by it because of such dedication or reason of any condemnation or any conveyance in lieu of condemnation will belong solely to the Declarant.

**3.3 Declarant's Right to Annex Additional Property.** Declarant reserves the right to annex additional properties to the Association as Lots, including properties in Lane County adjacent and south of Mountain Coburg Estate and properties to the north more particularly identified as:

- a. 238.81 acres of properties identified as at Township 16, Range 03W, Section 11, Tax Lot 00101, and more specifically identified as Parcel 2 in the deed Recorded at Document No. 2016-036862 in the Lane County, Oregon, Deed Records.
- b. 9.69 and 6.76 acres at Township 16, Range 03W, Section 2 Tax Lots 269 and 260 and identified in the deed recorded at MF378-658 in the Linn County, Oregon, Recorder's Office.

The Declarant's rights to include all or a portion of these properties as Lots is discretionary.

## **ARTICLE IV**

### **Restrictions on Uses of Lots**

**4.1 Compliance with Local Regulations.** Each Owner shall comply with all County, State, or Federal ordinances, laws, and regulations. The standards and restrictions set forth in this Article shall be the minimum required. To the extent that local governmental ordinances and regulations are more restrictive or provide for a higher or different standard, such local governmental ordinances and regulations shall prevail.

- a. All Owners shall abide by any Oregon Fire Code requirements, including those required by Linn County and the Coburg Fire District.
- b. The Declarant or Board is not responsible for determining compliance with structural and building codes, ordinances, zoning codes, or state regulations, including applicable wetland, riparian, stream, or fish and wildlife regulations, or any other governmental regulations, all of which are the responsibility of the Owner. The Owner is advised to consult with appropriate professionals before making any improvement on any Lot.

**4.2 Single Family Use/Home Business.** Unless expressly permitted herein, the Lots shall be used only for single-family residential purposes. No more than one single-family dwelling shall be constructed and occupied simultaneously on any Lot. No offensive or commercial or industrial activity other than the Owner's home office shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners. Home-based businesses shall be permitted subject to the following restrictions:

- The business must be conducted entirely within the dwelling or outbuilding. Vehicles and personal equipment used for the business must be stored indoors.
- No more than two (2) clients or customers may visit the premises simultaneously.
- Business visits shall be limited to the hours of 9:00 AM to 5:00 PM, Monday through Friday.
- No more than one (1) additional parking space may be utilized for business purposes.
- No signage relating to the business shall be visible from the exterior of the dwelling or any portion of the lot.
- No employees other than residents of the dwelling may work on the premises.
- The business shall not generate noise, odors, traffic, or other nuisances that disturb neighboring properties.

**4.3 Rental of Homes.** An Owner may not rent or lease such Owner's Lot or a portion thereof for a period of less than 30 days. No short-term rental, vacation rental, or other temporary rental is allowed unless such rental exceeds 30 days. All rentals must meet the following conditions:

- a. *Written Rental Agreements Required.* The Owner and the tenant shall enter into a written rental or lease agreement specifying that (i) the tenant shall be subject to all provisions of the Declaration, and (ii) a failure to comply with any provision of the Declaration shall constitute a default under the rental or lease agreement;
- b. *Tenant Must be Given Documents.* The Owner gives each tenant a copy of the Declaration.
- c. *Owner Obligation Remains; Indemnification.* The Owner acknowledges that as fee title owner of the Lot, all enforcement actions taken by the Declarant or the other Owners for any violation of these CC&Rs by any tenant, guest, or invitee is the responsibility of the Owner and may subject the Owner to enforcement under this Declaration. The Owner is responsible for ensuring that any tenant, guest, or invitee abides by the CC&Rs. The Owners

acknowledge that they may be subjected to enforcement under this Declaration for violations caused by tenants, guests, or invitees, and the Owner shall indemnify the other owners of Coburg Mountain Estates for any damage caused by the tenant, guest, or invitee in violation of these CC&Rs.

**4.4 Flagpoles and Signs.** Free-standing flag poles, banners, and signs installed, except for real estate “For Sale” signage, are prohibited. Wall-mounted flag brackets are permitted, provided their height and location comply with all conditions and covenants in this Declaration. Any flags or signage shall be placed in a manner that does not obstruct the Site View from neighboring Lots or create a safety hazard. The restrictions contained in this section do not prohibit the temporary placement of “political” signs on any Lot by the Owner. However, political signs must be removed within three days after the election day pertaining to the subject of the sign. Real estate signs must be removed within three days after the sale closing date.

**4.5 Maintenance Obligations.**

a. *Maintenance by Owner.* Each Owner shall maintain their Lot and all improvements thereon in good repair and in a clean, safe, and attractive condition, including, but not limited to:

- (1) Regular lawn mowing;
- (2) Prompt removal of all weeds from landscaped areas, including noxious weeds and plants and noxious plant and noxious weed removal in all other areas of a lot;
- (3) Removal of dead or diseased trees within 30 days of identification;
- (4) Maintenance of drainage systems and culverts and/or
- (5) Repair of exterior damage within 30 days of occurrence.

Each Owner must repair damage caused to the Owner’s Lot or improvements located thereon by fire, flood, storm, earthquake, riot, vandalism, or other causes within a reasonable period.

b. *Maintenance by Association.* If an Owner fails to perform maintenance, repair, or both that the Owner is obligated to perform under this Declaration, and if the Board determines, after notice, that the maintenance, repair, or both is necessary to preserve the attractiveness, quality, nature, value, or any combination thereof of Coburg Mountain Estates, the Board may cause the maintenance, repair, or both to be performed and may enter any Lot whenever entry is necessary in connection with the performance thereof. An Owner may request, and the Board will conduct, a hearing on the matter. The Owner’s request must be in writing and delivered within five days after receipt of the notice, and the hearing must be conducted within not less than five days nor more than 20 days after the request for a hearing is received. Entry must be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than 48 hours, except in emergencies. The costs of such maintenance, repair, or both are chargeable to the Owner of the Lot as a Reimbursement Assessment, which may be collected and enforced as any other assessments authorized hereunder.

**4.6 Storage and Equipment:**

a. Outdoor storage is permitted only in designated areas that are:

- Screened from view from adjacent Lots and common areas;
- Located behind the front building line;
- No larger than 200 square feet in area;

b. Utility equipment must be screened from view using approved landscaping or fencing.

- c. Garbage receptacles must be screened from view using approved landscaping or fencing.

**4.7 Fire Hazard Abatement** In order to reduce fire hazards, each Lot Owner shall ensure that all grass, weeds, and other vegetation on their Lot is mowed or otherwise maintained to a height not exceeding two inches at any time. The grounds and improvements on each Lot shall be maintained in a clean and attractive condition, in good repair, and in such a manner as to not create a fire hazard. Such maintenance shall include, without limitation, maintenance of windows, doors, garage doors, walks, patios, and other exterior improvements and glass surfaces. No Owner shall paint, modify, or otherwise alter any siding, roof, or Yard Wall except as provided in the Articles above.

#### **4.8 Vehicles.**

- a. **Parking.** No vehicles, including, but not limited to, passenger automobiles (including pickups, commercial vehicles, recreational vehicles, storage trailers, horse trailers, ATVs, motorcycles, go-carts, three-wheelers, or any other vehicles, and no boats or truck campers shall be parked in the Roadway Easement or any shared driveway or driveway traversing another Lot that would interfere with a Lot Owner's use of their garage or driveway area.
- b. **Parking in Buildings Required.** The following vehicles shall not be parked or stored outside of permanent structures within any Lot:
  - i. Mobile homes;
  - ii. Campers;
  - iii. Recreational vehicles (RVs);
  - iv. Boats;
  - v. Trucks rated one ton or greater;
  - vi. Any vehicle not primarily designed for passenger transportation;
  - vii. Inoperable vehicles or vehicle parts.
- c. **Non-Muffled Vehicles.** Nonmuffled motorcycles, cars, motorbikes, trail bikes, dirt bikes, or similar motorized vehicles are prohibited on any portion of the subdivision, whether licensed or unlicensed.

**4.9 Lighting.** Any exterior lighting, including, but not limited to, security lighting, shall be installed in a manner that limits the amount of light broadcast onto adjoining Lots. Holiday lights and decorations must be removed by February 1<sup>st</sup>.

**4.10 Grades, Slopes, and Drainage.** No change to topography is allowed without approval from the Board. Each Owner of a Lot accepts the burden of and will not in any manner alter, modify, or interfere with the established drainage pattern and grades, slopes, and courses related thereto over any Lot without the express written permission of the Board and then only to the extent and in the manner specifically approved. No structure, plantings, or other materials may be placed or permitted to remain on or within any grades, slopes, or courses, nor may any other activities be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

**4.11 Trespass.** Owners and occupants of Lots shall not trespass or allow any of their guests, agents, assigns, or animals to trespass or go upon the Lot of others.

**4.12 Nuisance.** No other noxious, harmful, or offensive activities shall be carried out on any Lot. No bothersome odors, smoke, noise, vibration, or light to escape the Lot. Nor shall anything be done or placed on any Lot that interferes with or jeopardizes the enjoyment of, or that is a source of annoyance to, the Owner or other occupants of any Lot.

**4.13 Rezoning.** So long as Declarant owns any Lot within Coburg Mountain Estates, no rezoning, partitioning, subdivision, or lot line adjustments of any kind shall be permitted within the subdivision without the prior written consent of the Declarant. An Owner may only divide a Lot or make a lot line adjustment to a Lot if the division or adjustment will result in all Lots being at least 5 acres in size.

**4.14 Animals.**

**4.14.1 Permitted Animals.** Lot Owners may maintain animals on their Lots subject to the following limitations:

- a. Quiet fowl: Maximum of five (5) birds, excluding those under six (6) months of age;
- b. Dogs: Maximum of four (4) dogs per Lot;
- c. Horses: Maximum of four (2) horses per Lot; and
- d. Llamas: Maximum of three (3) llamas per Lot.

**4.14.2 Prohibited Animals.** The following animals are expressly prohibited:

- a. Noisy fowl, including, but not limited to, roosters and peacocks;
- b. Livestock of any kind, including, but not limited to, goats, sheep, cattle, swine, and alpacas;
- c. Exotic or dangerous animals as defined by local ordinances; and
- d. Any animals not expressly permitted above.

**4.14.3 Animal Maintenance Requirements:**

- a. All animals must be maintained within properly fenced enclosures at all times;
- b. No animal enclosure shall be located closer than fifty (50) feet from any property line or adjoining access road;
- c. Commercial boarding of animals or breeding is prohibited;
- d. All domestic pets must be leashed or otherwise contained when outside their owner's Lot;
- e. Owners shall ensure their animals do not create a nuisance, including, but not limited to, continuous barking for more than 10 minutes, offensive odors, or property damage;
- f. Owners shall comply with all applicable local, state, and federal regulations regarding animal ownership and care;
- g. During nighttime hours, animals shall be housed in appropriate shelters such as barns, stables, dog kennels, coops, or other enclosures suited for their species to ensure their safety and minimize disturbances to neighboring Lots.

**4.15 Fencing.** Each Lot Owner is required to construct and maintain any fencing placed on their Lot in accordance with the following standards.

- a. Except as provided in this Section 4.15, all fencing material will be of natural wood, wrought iron, or stone/masonry and 3 or 4 rail.
- b. Chain link fences or electric fencing are only allowed in rear yards for containment of animals. Chain link and electric fences must be at least 50 feet set back from any adjoining property line and contain an area no greater than 1,000 square feet.

- c. Barbed wire and other wire fencing are prohibited.
- d. Front yard fencing will not exceed four feet in height.
- e. Side and rear yard fencing will not exceed six feet in height.
- f. Corner lots will construct fencing in a manner that maintains sight lines for traffic.
- g. All fencing will be maintained in good repair. Wood fencing will be sealed or stained every five years.

**4.16 Discharge of Weapons and Firearms.** The discharge of firearms, bows, slingshots, BB guns, air guns, paint guns, or other weapons within the Property is prohibited except for lawful defense. No target practice will occur on any Lot.

**4.17 Declarant Exemption.** Declarant is exempt from the application of Articles Four, Five, and Six.

## ARTICLE V

### Dwelling and Improvement Standards

No building, structure, wall, fence, landscaping, or any other improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the building plans, plot plan, landscape and irrigation plan, and material specifications (hereafter referred to as "a complete set of plans") showing the nature, kind, shape, height, materials, color, texture, location, and relationship to existing improvements and vegetation have been submitted to the Declarant, if before the Turn Over or to the Board if after the Turn Over, or to their respective assigned agent and approved in writing. Such improvement must be approved for compatibility in design and decoration with the dwelling structure constructed on such Lot and for preserving Site Views.

**5.1 Building Plans.** The building plans to be submitted will consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (i) the size and dimensions of the Improvements, (ii) the exterior design, (iii) approximate exterior color scheme, (iv) location of Improvements on the Lot, including setbacks, driveway, parking areas, septic areas, and well, and (v) location of existing trees and natural features. These plans and specifications will be left with the Declarant, if before the Turn Over or to the Board, if after the Turn Over for sixty (60) days. If the plans are incomplete, the Declarant or Board may reset the 60-day time until the plans are complete. This 60 days is for the Declarant or Board to determine whether, after inspection, the improvement complies substantially with the plans and specifications submitted and approved. The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the Declarant or Board. A reasonable fee may be charged to cover the cost of processing the application if professional review is appropriate for the application.

- a. *Decision.* Declarant or Board, as the case may be, must render its decision concerning the construction proposal within sixty (60) days after it has received all material required by it concerning the application. If it fails to render its approval or disapproval within 60 days after it has received all required materials, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required, and the related provisions of this Declaration will be deemed to have been fully complied with.
- b. *Discretion.* The Declarant or Board, as the case may be, may, at its sole discretion, withhold consent to any proposed work if it finds the proposed work would be inappropriate for the particular Lot or incompatible with the intended design standards. Considerations of the Declarant or Board may include but are not limited to, the following: siting, shape, size, color, design, materials, height, solar access, screening, view impairment to other Lots, or



other effects on the enjoyment of other Lots, disturbance of existing terrain and vegetation, and any other factors that the Declarant or Board reasonably believes to be relevant. The Declarant or Board may take all such things into account in determining whether or not to consent to any proposed work.

- c. *Site Standards.* The following site standards will be applicable and taken into consideration by the Declarant or Board, which reviews the building plans.
  - (1) *Building Site.* Each Lot shall have a single designated building site, which must be approved in writing by the Declarant. The location of the building site proposed by any Owner will be approved at the Declarant's sole and absolute discretion and in accordance with applicable federal, state, and local regulations.
  - (2) *Minimum Square Footage.* Each residential dwelling constructed on a Lot shall have a minimum of three thousand (3,000) square feet of living space, exclusive of garages, porches, patios, and other non-living areas.
  - (3) *Height Restrictions.* No building or structure shall be constructed, altered, or maintained that would obstruct the original views as established by the initial lot lines and building site views. The determination of view obstruction shall be made by the Declarant until all of the Lots are sold, or the Homeowners' Association or designated Lot Owners' committee thereafter, whose decision shall be final and binding.
  - (4) *Garages.* Each home must have a minimum two-car garage.
  - (5) *Driveways.* The driveway on each Lot shall be paved and maintained in good condition at all times. Maintenance is the sole responsibility of the Lot owner.
  - (6) All other restrictions listed in this instrument.
- d. *Effective Period of Approval.* Consent to any proposed work will automatically expire nine (9) months after issuance unless construction of the project has been commenced or the Owner has applied for and received an extension of time from the ARC.
- e. *Noncompliance.* Except as may be limited by law, if the Board determines that an Owner has not constructed an improvement consistent with the specifications of approval or has constructed an improvement without obtaining approval, sends a notice of noncompliance to the Owner, and the Owner fails to commence diligently remedying the noncompliance in accordance with the notice, then, if the Board finds that there is no valid reason for the continuing noncompliance, the Board will determine the estimated costs of achieving compliance and may issue a fine against the noncomplying Owner for that amount. The Board will also require the Owner to remedy the noncompliance within 10 days after the date of the Board's determination. If the Owner does not comply with the Board's ruling within the 10 days or any extension thereof granted by the ARC, at its sole discretion, the Board may remove the noncomplying improvement, remedy the noncompliance, record a notice of noncompliance in the county deed records, or take any combination of those actions. The costs of any such action will be assessed against the Owner as a Reimbursement Assessment either before or after any remedial action is taken.
- f. *Liability.* Neither the Declarant nor the Board nor any member or representative thereof will be liable to any Owner, Occupant, or builder for any damage, loss, or prejudice suffered or

claimed on account of any action or failure to act of the Declarant or Board or a member or representative thereof, as long as such person has, in accordance with its or his or her actual knowledge, acted in good faith.

**5.2 Site Views.** The views from each Lot within the property are hereby deemed a critical and intrinsic value to the enjoyment, use, and financial worth of the Lots. These views are considered an essential part of the property's character and must be preserved without compromise. No structure, building, addition, or other permanent or temporary installation shall be erected, constructed, or placed on any Lot if it materially obstructs or diminishes the views from any other Lot. The following Site View standards will be applicable and taken into consideration by the Declarant or Board.

- a. The placement, storage, or display of untoward, unsightly, or objectionable items, including but not limited to derelict vehicles, equipment, debris, or any other materials visible from neighboring Lots or common areas, is strictly forbidden.
- b. Trees, shrubs, or other vegetation on any Lot shall not be allowed to grow to a height or density that materially obstructs the views from other Lots. Lot Owners must trim, prune, or remove vegetation as necessary to comply with this restriction.
- c. Planting of fast-growing or invasive vegetation likely to obstruct views, such as certain species of trees, is expressly prohibited. A list of prohibited species may be maintained and enforced by the managing authority.

**5.3 Exterior Conditions and Surfaces.**

- a. *Paint and Color Requirements.* All exterior surfaces must be approved by the Declarant, if before the Turn Over, and then by the Board after the Turn Over. Exterior surfaces must be either:
  - Maintain a natural wood appearance; or
  - Be stained or painted in colors compatible with the rural setting using an approved palette;
- b. *Metal Structures.* Metal structures are prohibited unless specifically authorized in writing by the Declarant;
- c. *Roofs.* All roofing materials must be fire-resistant, metal roofs are not permitted, except when they mimic a shingle, tile, or shake appearance as approved by the Board;
- d. *Flues.* Metal chimney flues must not be exposed, and
- e. *Completion of Exteriors.* All exterior improvements, including siding, paint, and trim, must be completed within eighteen (18) months of construction commencement;

**ARTICLE VI**

**Declarant Control, Declarant Reserved Rights, Rules and Regulation**

**6.1 Reservation of Authority in Declarant.** Until all Lots on the Property have been constructed with a dwelling, fully completed, and sold, the Declarant has the special rights, including:

- 6.1.1** The right to amend this Declaration;
- 6.1.2** The right to be exempt from any Assessment of the Association;

**6.1.3** The right to be exempt from the restrictions and limitations set forth in Articles 4, 5, and 6;

**6.1.4** All other rights reserved for the Declaration under this instrument and

**6.1.5** The right to reserve easements over the Property.

**6.2 Commencement of Assessments.** Declarant will pay all common expenses of the Association until the Lots are assessed for common expenses. The amount and date of commencement of the initial annual assessment, including the assessment of reserves, if any, to Owners other than Declarant, will be determined by Declarant. In the sole and unfettered discretion of the Declarant, the Declarant may defer payment of reserves for a Lot until the Lot is conveyed to a third party. However, Declarant may not defer payment of accrued reserves beyond the date of the Turnover Meeting.

**6.3 Association Rules and Regulations.** The Board, from time to time, may adopt, modify, or revoke the Rules and Regulations governing the conduct of persons and the operation and use of Lots and easements as it may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property and the administration and operation of the Association. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification, or revocation thereof, will be delivered promptly by the Board to each Owner and will be binding on all Owners and occupants of all Lots on the date of delivery or actual notice thereof. The method of adoption of the Rules and Regulations will be provided in the Bylaws of the Association.

**6.4 No Promise of Improvements.** Except as provided in this instrument, the Declarant has not promised the construction of any improvements within the Properties, including any easement areas.

## **ARTICLE VII Enforcement**

**7.1 Enforcement.** The Declarant, as specifically reserved for herein, the Association, or any Owner, or the owner of any recorded mortgage, or the beneficiary of any deed of trust, on any part of the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Such equitable relief may include injunctive relief. Neither the Declarant nor the individual Owners have a legal duty to enforce the CC&Rs. Failure by the Declarant, Association, or by any Owner to enforce any CC&Rs shall in no event be deemed a waiver of the right to enforce thereafter, and no Owner, Association, or Declarant shall not be liable or responsible for any failure to enforce its authority.

**7.2 Small Claims.** If the only remedy sought by a party is within the jurisdiction of a small claims action in any court with jurisdiction for the Property, then the action shall take place in small claims court.

**7.3 Attorney Fees.** If a suit or action is instituted in connection with the enforcement of these CC&Rs, the prevailing party shall be entitled to recover, in addition to costs incurred both in the enforcement and post-judgment collection of any sums that may be sought as damages, of any such sum as the court may adjudge reasonable as attorney fees therein and on any appeal therefrom. In addition, the Association will be entitled to its reasonable attorney fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not a suit or action is filed.

## **ARTICLE VIII MEMBERSHIP IN THE ASSOCIATION**

**8.1 Membership.** Each Owner is a member of the Association. Membership in the Coburg Mountain Estates Home Owner's Association is appurtenant to, and may not be separated from, ownership of any Lot.

Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgment, Occupants and Owners will be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

**8.2 Covenants to Pay.** Declarant and each Owner covenant and agree to pay the Association the assessments (including any special assessment, reserve assessment, reimbursement assessment, and any additional charges levied under this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement, and reserves will be allocated among the Lots and their Owners as set forth in this Declaration.

**8.3 Reimbursement Assessment.** The Association may levy an assessment against any Owner and the Owner's Lot if a failure to comply with this Declaration, Bylaws, or any Rules and Regulations has (a) necessitated an expenditure of monies by the Association to effect compliance or (b) resulted in the imposition of a fine or penalty against the Owner or the Owner's Lot (a "Reimbursement Assessment"). A Reimbursement Assessment is due and payable to the Association when levied.

## **ARTICLE IX General Provisions**

**9.1 Amendment and Repeal.** This Declaration may at any time be amended or repealed, or provisions may be added by Declarant so long as Declarant owns at least one Lot. If there is no Declarant or Declarant no longer owns any Lot on the Property, this Declaration may at any time be amended or repealed, or provisions may be added by the Owners by a vote of seventy-five percent (75%) of the Lots consenting in writing to the amendment or repeal of a provision or to the addition of a new provision. Any amendment or repeal of a provision of these CC&Rs or the addition of any provision shall become effective only upon the filing in the records of deeds of Linn County, Oregon, of a Certificate of Declarant or the Owners setting forth in full the amendment, partial amendments, additional provisions or repeal approved as provided in this paragraph and certifying that such amendment, amendments, additional provision or repeal have been approved in the manner required herein.

**9.2 Notices.** Any notice required in this instrument must be made by personal delivery to the Owner or sent by U.S. First Class Mail to the Owner's address as shown in the Linn County Assessor's Records as the mailing address of the Lot. When more than one person or entity holds any ownership interest in a Lot, the action or consent from any one person or entity holding an ownership interest is sufficient to bind that Lot.

**9.3 Severability.** If any term of this CC&Rs is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all the terms hereof shall remain in full force and effect, and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

**9.4 Resolution of Document Conflicts.** In the event of a conflict among any of the provisions in the documents governing the Lots, the conflict must be resolved by looking at the following documents in the order shown below:

1. Articles of Incorporation;
2. Bylaws;
3. Declaration; and
4. Rules and Regulations.

IN WITNESS WHEREOF, Declarant has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

*Declarant*

\_\_\_\_\_  
James. E. Olsen

DISTRICT ROW, LLC

\_\_\_\_\_  
By: Rachel Olsen, Authorized Representative

STATE OF OREGON   )  
                                  ) ss.  
County of Linn       )

Personally appeared James. E. Olsen, the above-named Declarant, did hereby acknowledge and swear that the execution hereof is his voluntary deed and act on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON   )  
                                  ) ss.  
County of Linn       )

Personally appeared Rachel Olsen, Authorized Member for District Row, LLC, the above-named Declarant, did hereby acknowledge and swear that the execution hereof is his voluntary deed and act on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public for Oregon