

Covenants, Conditions & Restriction for Minear Ranch

MINEAR RANCH - JACKSON COUNTY - OREGON

This Declaration is made this _____ day of **July, 2025** by Don Litchfield ("Declarant"), for himself, grantees and assigns.

The undersigned Declarant is the recorded owner of all of the following real property located in Jackson County, Oregon, known as the Legal Lots 1-12 in Minear Ranch (MR), a Planned Rural Subdivision, described in the plat on file with the County Clerk of Jackson County, Oregon, dated _____, recorded in Volume _____ at Page _____ of the Plat Records of Jackson County, Oregon and described in Exhibit "A" attached hereto and made a part hereof the "real property".

Zoning - The underlying zonings are "Woodland Resource" and "Open Space Reserve" (OSR), which vary per Lot. Underlying Zoning or overlays may impact County building and improvement requirements, setbacks or other requirements per Lot. Each Buyer shall verify, accept and satisfy for themselves as to those Governmental Conditions and all other building area limitations or restrictions prior to purchase.

The undersigned Declarant does hereby make the following declaration of Conditions, Covenants and Restrictions (hereafter "CC&Rs") set forth and covering the real property.

Declaration - The Declarant hereby declares that the Lots shall be held, conveyed, encumbered, used, occupied, and improved subject to these CCRs, all of which are in furtherance of a plan for the development and improvement of the Lots, which are established for the purpose of enhancing and promoting the value, desirability, and attractiveness of the development of the Lots. All of the CCRs herein set forth shall constitute covenants to run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Lots or any part thereof and shall be for the benefit of each Owner of any portion of the Lots and shall be for the benefit of each Owner of any portion of the Lots or any interest therein and shall inure to the benefit of, and be binding upon, each successor in interest of such Owners. **Exceptions** - See the Exceptions, contained herein, to Lot #1, existing Historic Dwelling.

1. Hold Harmless Waiver of Liability - Declarant and future designees make no representations or warranties of any kind, either expressed or implied and are to be held harmless and have no liability regarding soil stability or geological conditions of Lots.

2. Reservation of Rights - Except as to rights granted, and limitations imposed herein, each Owner shall have the full use and control of the land it owns, excepting pertinent laws of Federal, State and County.

3. Enforcement /Remedies - These CCRs shall be binding upon, inure to the benefit of, and be enforceable by a suit in equity or an action at law by any Owner of any Lot. No Lot Owner can require Declarant or the County to file suit to enforce these CCRs. The failure by any party to enforce any of these CCRs shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any of these CCRs or any provision hereof shall not affect any other provision hereof, which shall remain in full force and effect.

4. Attorney Fees - If any suit or action is filed by any party to enforce this instrument or otherwise with respect to the subject matter of this instrument, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court or arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court.

Covenants, Conditions & Restriction for Minear Ranch

5. Recording - Once fully executed, this instrument will be promptly recorded in the Official Records of Jackson County, Oregon. Any properly approved amendment to this instrument shall also be recorded in those Official Records of Jackson County, Oregon.

6. Applicable Law and Venue - This instrument has been entered into in the State of Oregon and the Properties (LOTS) are located in the State of Oregon. The laws of the State will be used in construing this instrument and enforcing the rights and remedies of the Owners. Venue will be in Jackson County, Oregon.

7. Waiver - A provision of this instrument may be amended only by a written instrument executed by the party waiving compliance. No waiver of any provision of this instrument shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of such provision or any other provision.

8. Time - Time is of the essence for the performance

9. General Amendment - This instrument may be amended only by a written instrument executed by two-thirds of the Owners of Lots and recorded in the Official Records of Jackson County, Oregon. For the purposes of this Section, votes are counted one vote per Lot, regardless of how many people own a Lot.

10. Binding - The CC&Rs shall constitute covenants, which run with the land, and shall be binding upon the undersigned and all Owners of each Lot and occupiers of any Lot. All Lots of the real property, hereafter ("Lot") shall be subject to these CC&Rs. The CC&Rs shall be for the benefit of, and shall be limitations upon, all future Owners of the real property. These CC&Rs shall run with the land and shall bind the undersigned, all persons claiming, by or through the undersigned, and all Lot Owners, hereafter ("Owner") or (Owners), shall mean one or Owners collectively, and any and all occupiers of any Lot. During any period of time that any Lot is owned by Don Litchfield, hereafter ("Developer"), these CC&Rs shall not be amended, expire or be terminated without the written, recorded consent agreement of the Developer. Furthermore, these CC&Rs can be terminated, revoked or amended only by duly recording an instrument which contains an agreement providing for such modification and is approved and signed by the Owner(s) of a majority of the recorded Lots and the County of Jackson.

Purpose - The purpose of these CC&Rs is to ensure the development of each Lot within the (MR) is attractive and in character with the overall residential ranch neighborhood, to prevent nuisances and the impairment of "Quiet Enjoyment" and protect the value of each Lot.

Enforcement - These CC&Rs shall be binding upon each (Owner), subsequent Owner(s) or heirs in possession of any Lot. Should the Declarant, or any other party described above, employ counsel to enforce any these CC&Rs, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel shall be paid by the (Owner) of such Lot or Lots violating or attempting to violate any of said CC&Rs.

Severability - Invalidation of any of these CC&Rs by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

The CC&Rs shall constitute covenants which run with the land and shall be binding upon all persons claiming by or through the undersigned. All Lots of the real property shall be subject to these CC&Rs.

Covenants, Conditions & Restriction for Minear Ranch

Common Driveway, Gate and Entrance Features

Description - The entire Property is serviced by a common driveway contained within individual Lot easements, beginning at South Stage Road, as shown on the Official Recorded Plat map. All Lots have access to the common driveway which is constructed within the easement areas of various widths and lengths, as is depicted on the Plat map. The common driveway provides a perpetual, non-exclusive ingress-egress easement for the benefit of all Lot Owners.

Purpose - The easement is to allow each benefited Lot Owner the right of ingress and egress and use along the common driveway, as well as the right to install required utilities along the easement area. The driveway is to remain open to all. No one shall park in the driveway or within the easement area.

Maintenance Requirements - The cost to repair or replace the common driveway, or remove snow, weeds or other debris from the common driveway, maintain the entrance gate, mail boxes or other entrance features, shall be **paid equally** by each Lot Owner, **including Lot #1**, and without regard to their personal uses or distance traveled from the South Stage Road entrance.

Any party that causes damage to the driveway or gate area, including any agent, guest or invitee shall repair the damage at their sole expense.

The driveway and approach apron portion of each Lot shall not be part of the common driveway and the Lot Owner shall be solely responsible for its installation and maintenance. Each primary driveway to the residence shall be paved in asphalt or similar approved materials so as to prevent tracking gravel, dirt, mud or other materials onto the common driveway.

Management - The Committee shall be responsible for procuring all of the maintenance and repair services as listed above. The Committee shall collect **one-twelfth** of the exact cost of those total services from each Lot owner, their equal share. Lot Owners shall provide their equal share payment within 30 days of a written request from the Committee. If the Committee does not receive that required payment within that 30 day period, the Lot Owner will be considered delinquent, and a 10% annual interest rate shall be applied to the unpaid balance until the entire principal and interest amount is paid. If the balance remains unpaid for a period of 90 days from the original due date, then the Committee will proceed with a property lien in Jackson County. All expenses associated with that filing will also be charged to the Owner.

Indemnification - Declarant hereby declares on behalf of each Owner accepting a deed to any Lot, and as a condition for such conveyance, that each Owner, by accepting such deed agrees to defend, indemnify, and hold harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of such Owner's own use of the Lot, including Declarant, and use by such Owner's tenants, guests, licensees, agents, or employees.

Each Owner assumes all risks arising out of such Owner's own use of the Lot, including the common driveway.

Each Owner agrees to defend, indemnify and hold the other Owners harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of their use of the driveway, or the use of their invitees, guests, agents or employees.

Each Owner assumes all risks arising out of their own use of the driveway and no Owner shall have any liability to any other Owner or Owners as between themselves for any condition existing on the driveway.

Covenants, Conditions & Restriction for Minear Ranch

Architectural Review Committee (Committee) or (ARC)

The Architectural Review Committee (hereafter "**ARC**") shall be selected and controlled in accordance with the following principles:

Committee Membership - For so long as Developer owns a Lot, the following shall apply:

- a. A Committee consisting of three (3) members shall be appointed by the Developer.
The names of these members shall be furnished to each Lot owner.
- b. The members of the original Committee need not be owners of any lot in MR.
The members of the Committee shall serve until their death, resignation or removal by Developer or their personal representative, trustee, conservator, heirs or devisees, as the case may be.

At such time as the Developer ceases to own any Lot, the following shall apply:

- c. A Committee consisting of three (3) members shall be appointed by majority vote of the Lot Owners. Those members of the Committee must be Owners of a Lot.
- d. The members of the Committee shall serve for terms of three (3) years and the terms of each member of the Committee shall be staggered so that no more than one vacancy occurs each year. Members may be elected and serve for more than one term.

Vacancies - Vacancies on the Committee which occur prior to the expiration of a member's term shall be filled by appointment of the remaining Committee members, for the duration of such term. Upon their failure to fill the vacancy within sixty (60) days, after the vacancy occurs, the vacancy shall be filled by the appointment of a member by majority vote of the Owners of Lots.

Voting - For Committee member replacement voting purposes, the Owners of each Lot shall be entitled to one (1) vote per Lot. Each vote must be cast by written ballot, signed by all of the Owners of each Lot. The Committee shall act by the majority vote of the members of the Committee. The members of the Committee and Developer shall not be entitled to any compensation. The Developer, and the members of the Committee are released, and discharged from, all liability for decisions in the performance of services pursuant to these CC&Rs. Under no circumstances shall the Developer or members of the Committee have any liability or obligation with respect to geological, structural, soil stability related or other similar factors which may affect improvements on any Lot.

Non Waiver - Consent by the Committee to any matter proposed to it and within its jurisdiction under these CC&Rs shall not be deemed to constitute a precedent, or waiver, impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

Covenants, Conditions & Restriction for Minear Ranch

ARC Committee (cont.)

Liability - Neither the Committee nor any member thereof shall be liable to any Owner, occupant, builder, or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof.

ARC Review Process - No building, shed, lean-to, playhouse, animal shelter, fence, wall, pole, basketball hoop, patio, deck, gazebo, swimming pool, communications antenna or other improvement visible from the exterior shall be erected, placed, altered, or modified on any Lot until the building Plans, specifications, and site plans showing the location of proposed improvements on the Lot have been submitted to, reviewed, and approved in writing by the Committee. The building plans and specifications, including, but not limited to, a site plan, landscape layout, and construction plans shall be approved before construction may commence. The application shall include roofing, siding, masonry, windows, trim details and exterior colors of each structure proposed. **Exclusion - Lot #1.** The existing Historic Dwelling, and all of the current improvements on Lot #1, are approved as-is, and are not subject to this Review Process, nor need to conform to any other Restrictions or Design Guidelines contained herein.

Committee approval shall be obtained by application of the Lot Owner or Buyer to the Committee. The Committee is to see that overall planning is not impaired, with no greater restriction upon the free and undisturbed use of each Lot than is reasonable in accordance with these CC&Rs.

A review shall be made considering the harmony of the proposed improvement design, materials and finishes with planned and existing improvements on the real property and conformity to the intent of these CC&Rs. The Committee shall give consideration to the appearance of the proposed improvements as viewed from all directions.

The Committee shall consider the harmony of the proposed improvement design and the location of the proposed improvements with respect to topography at finished grade elevation, so as not to interfere with the reasonable enjoyment of site, view, sound, privacy and property values of any other Lot or Lot Owner, as is considered reasonable and appropriate for each Lot.

The Committee shall, within thirty (30) days from the complete application submission, either approve or disapprove the application, in writing. Upon failure of the committee to approve or disapprove in writing any application within such thirty (30) day period, approval thereover, will be deemed to have been made, providing the proposed construction complies with all of the other provisions of these CC&Rs.

Upon approval of an application by the Committee, the Owner or buyer shall apply to Jackson County for building approval and permits. Oregon State, Jackson County and Uniform Building Codes have precedence over all construction.

Covenants, Conditions & Restriction for Minear Ranch

Lot Usage and Restrictions

Approved Uses & Restrictions - All Lots within MR, are approved for, and limited to, the construction of one single-family home, one additional ancillary dwelling unit, where approved, and other ancillary non-residential approved uses only. All site development and improvement construction plans for dwellings, ADUs, garages, ancillary buildings, landscape, pools, hot tubs must be approved by the Committee.

Lots shall not be used for the purpose of conducting a business, trade or profession, except as allowed by the County as a home occupation and approved by the County and/or other governmental entities having jurisdiction over the MR. Illegal activities are those as regulated and enforced by local authorities.

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

No commercial trucks, un-roadworthy cars, racing cars, tractors, off-road vehicles, including dirt bikes or ATVs, will be permitted to be parked outside of a garage or other full enclosure within the real property.

All trash and garbage cans, firewood and other stored items shall be screened from view including adjoining Lots and road ways. Trash and garbage shall not be allowed to accumulate.

All barns, chicken coops, rabbit hutches, kennels, aviaries or similar structures shall be pre-approved prior to construction.

No animals of any kind shall be raised, bred or kept on any Lot for any commercial purpose.

No poles, outside radio, TV antennas or satellite dishes shall be allowed without the approval of the Committee. Flagpoles and basketball poles will not be allowed without the approval of the Committee. Approved basketball poles must be located in the rear yard or behind the front setback of the subject dwelling.

No shack may be placed or erected on any Lot.

No trailer, motorhome, tent, shack, or any other enclosure shall be used as a residence at any time, whether temporarily or permanently. This provision does not preclude house guests from using a travel trailer or motorhome for overnight stays up to 30 days, so long as the vehicle is not parked on the street or within the front yard setback of any home.

Ancillary Dwelling Units - Ancillary Dwelling Units (ADUs) are approved within the MR, and, along with the primary dwelling of the subject Lot, must meet minimum/maximum living area size, setback requirements and parking requirements imposed by the County and those imposed by the Committee. All buildings are to be site built, and mobile homes, manufactured homes or modular homes will not be allowed on the real property. No structures shall be erected, placed, altered or permitted to remain on any of the residential lots, other than single family homes, ADUs, private garages or carports and other ancillary barns and outbuildings incidental to the residential ranch/farm use of the Lot. In no event shall carports be used for permanent storage. Specific design criteria for each Lot shall be determined by the Committee prior to the construction of improvements on any Lot. Authority for approval of all improvements is vested with the Committee.

Covenants, Conditions & Restriction for Minear Ranch

Lot Usage and Restrictions (cont.)

Improvement Size and Type - All residential dwellings shall be a minimum of 2800 s/f of living area, unless otherwise approved by the Committee. All improvements constructed on Lots, shall be in conformance and harmony with the design guideline and Developer recommendations. All Lots are recommended to be either one-story or two-story. A two-story design with a daylight basement area may be approved on Lots with sloping building pads, only if not imposing on other property views. Building heights shall not exceed a maximum of 35', unless otherwise specifically approved by the Committee. All homes must have an enclosed, minimum 2-car garage, which has a garage door, and must never be fully enclosed so as to inhibit or preclude vehicle storage. Carports are also approved, but are in addition to the enclosed garage requirement.

No structures or improvements, other than fences, driveways and necessary utilities are allowed to encroach into Utility Easements.

As improvements are constructed on the real property, the Committee may modify site specific guidelines for the remaining vacant Lots, however, such modified site-specific guidelines shall not affect prior Committee Approved improvements. The site-specific guidelines and these CCRs shall be provided for review to prospective Buyer(s), prior to Lot purchase and closing. Lot Owners shall reference the site-specific guideline in the design and planning of all proposed improvements on their Lot.

Lot-Specific Recommended Building Envelopes - Building Envelopes for homes, ancillary units, garages, carports, shops, barns, pump houses covered porches, patios, all fences and other improvements are determined by a preliminary site plan, which is made, as an attached document, along with these CCRs, as part of each purchase agreement, and an acknowledgement of acceptance and receipt of same, shall be made at the time of closing of the Lot purchase. This building envelope plan document runs with the land for the original Owner and all subsequent Buyers. The Committee and the County approvals shall be required for the adjustment of boundary lines and no Lots shall be further subdivided at any time in the future. Exception - Lot #1 may be a minor partition, creating one new parcel, as permitted in accordance with prevailing Jackson County Regulations at that time of partitioning. Any newly created parcel, created from a future land partition, namely the existing Historic Home fronting on South Stage Road, will not be subject to any provision contained in these CCRs, including road maintenance. The maintenance provisions contained in these CCRs will remain as stated.

Covenants, Conditions & Restriction for Minear Ranch

Design Guidelines - Preferences & Recommendations

Design Guidelines - Minear Ranch, and each Ranch Lot, is uniquely beautiful and is deserving of thoughtful planning, design and construction of all improvements. Each home and Homesite is to be custom designed and constructed to the Owner's specifications and preferences, keeping in mind the desired compatibility within the Minear Ranch community. Therefore, the Developer shall provide the Buyer a site-specific design guideline for each subject Lot, for their review prior to purchase. The guideline includes design recommendations and specifications unique to each Lot, including, but not limited to, minimum/maximum building sizes, including garages or carports sizes, heights, setbacks and orientation. The Buyer is encouraged to review all of the available materials and information available, and determine if the Lot, with its many features and benefits, and also restrictions and limitations, is the best choice for their future home. These Guidelines are hereby adopted for MR and are made part of these CCR&s. The architectural themes, and the design of each home, shall be in harmony with these Guidelines.

Planned Building and Improvement Envelopes - Each Lot has specific minimum improvement setbacks as imposed by State, County and Federal government authorities. In addition, septic systems, tanks and drain fields, well location setbacks, driveway access points, utility easements and road rights-of-ways are also considerations. A developer-imposed design consideration is view protection and enhancement from the Owner's Lot and view protection for adjoining and nearby Lots. The Committee shall consider exterior design, and overall appearance, of each structure and improvement, building products and colors, placement of outdoor activity areas such as patios, decks, pools and spas, placement/screening/sound of outdoor air conditioning units, and locating driveway and parking areas. The Committee shall have substantial discretion with respect to all approvals for improvements. Emphasis shall be placed on the appearance of each improvement as it relates to the entire community and from its appearance as viewed from the adjoining properties. In all cases the Committee will be the final design authority.

Farm & Ranch Theme - The primary design theme and style is a classic, low profile, and wide ranch-style appearance, with modest roof heights. Also, two-story homes of an American Farmhouse theme, with large porch areas, is also desirable.

Design Criteria - Homes and other improvements shall be designed and constructed, in a manner, so as to create exclusive, legacy homesites, incorporating low profile ranch-style or farm-style homes, where considered suitable, pertaining to viewsheds, and, to and from, the subject homesite. All buildings and ancillary buildings and improvements will be compatible with the primary residence, as well as with the other properties within the community. This will be accomplished by the shared vision and planning by each individual lot Owner, and with the assistance and direction of the CC&Rs and the ARC Committee. This is a premier view-site property. A primary design consideration for each home will be the incorporation of optimum views from most rooms and the protection of viewsheds from each impacted neighboring Lot or Lots. All Lots, including fences, are to be maintained in a neat and presentable appearance.

Covenants, Conditions & Restriction for Minear Ranch

Design Guidelines - Preferences & Recommendations (cont.)

Siding Materials - All are principally horizontal wood material or vertical board and batt. Wood shingle and/or natural log or board materials can be full siding treatments or tasteful accents. Masonry accents are also approved.

Window Placement - Placement and size are reviewed, and considered, as referencing privacy for the subject property and adjoining impacted neighboring homes.

Roofing Material - All must be fire resistant and can be either shingle-style concrete tile, metal or heavy architectural grade composition in approved colors.

Solar panels - They distract from the architectural beauty of any home, but they are approved, with tasteful application, when impacting the appearance from adjoining properties and roadways.

Colors and Finishes - All primary colors of the roofing, siding and co-located structures, are to be subdued and blend with the natural vegetation, and not be in competition with the natural forest tones of the trees and grasses common to this beautiful Minear Ranch Estate site. The home and final improvements, including landscaping, should be a thoughtful and complimentary addition to the natural setting of each lot and the community. Repainting shall be in the original Committee approved colors. Any future color change must be approved by the Committee.

Fencing - All fencing, including perimeter, privacy, pool, animal/livestock fencing and screening will be consistent and in harmony throughout the community. This includes placement, style and color. When fencing is on a common property line(s) between one or more Lots, it becomes the responsibility of each impacted Owner to negotiate the fence requirements and the cost of those improvements. The Developer has no responsibility regarding "party fence" negotiations.

In Witness Whereof the Declarant executed this instrument on date first set forth above.

As the Buyer of a Lot, I have read, agreed to, and will abide by, and with, these CCRs and the Covenants, Conditions and Restrictions imposed upon the Lot I am purchasing on this Date_____ Buyer's Signature_____

(Edited July 7, 2025)