

Declaration of Restrictions**Century Ranch Estates****Union, Union County, Oregon**

Lucky Star LLC does hereby certify and declare that the following reservations conditions, covenants, restrictions and conveyances, leases or rentals hereafter made of real property within the confines of that certain tract known as Century Ranch Estates as the same is particularly described in that certain plat duly and regularly with the County Clerk of Union County, Oregon under date of JUNE 1, 2011 and recorded in PLAT CARD 157-160 of the Plat Records of Union County, Oregon at page 3 hereof, and as so recorded being specifically referred to hereby and by this reference made apart hereof. *MICROFILM NUMBER 201116867

All lots and Parcels of real property in Century Ranch Estates Subdivision, hereafter conveyed, leased, rented or occupied shall be subject to the following reservations, conditions, covenants, restrictions, and agreements.

The purpose of these reservations, conditions, covenants, restrictions, and agreements is to insure the use of each lot and parcel of real property located in Century Ranch Estates and the full benefit and enjoyment of lot or parcel of real property.

All lots in said subdivision shall be known and described as residential lots and the conducting of any professional or home occupation shall not have any signage nor shall it create any additional traffic to the subdivision.

No structures shall be erected, placed, altered or permitted to remain on any of the said residential lots other than one detached single family dwelling and a private garage and other outbuildings incidental to residential use of the lot. Fences for the purpose of containment of a household pet or a child may be considered and approved by the review committee. The review committee also reserves the right to determine the placement of trees in back yards along the course that might negatively impact the views of neighbors.

The plans, specifications, plot plan, and general contractor for the residential dwelling and garage, or alterations to be constructed upon each lot in said subdivision shall be approved before construction may commence. The General Contractor shall be required to show a level of competence and experience to the Architectural Committee to ensure a quality project. Approval thereof shall be obtained by application of the owner to the Architectural Committee primarily as to conformity and harmony of external design with existing structures. The Architectural Committee shall be comprised of:

Richard Ward, Richard Ward Associates
Sean Ward, Sean Ward Development, Inc.

or their assigns. Plans to be submitted to Richard Ward Associates, 1314 Foster Way, Grants Pass, OR. The Architectural Control Committee is to see that the overall planning is not impaired with any greater restriction upon the free and undisturbed use of such lot or parcel than is reasonably necessary. Said architectural committee shall, within 15 days from the application for approval, either approve or disapprove such plans or specifications, and failure on the committee to act within said period of 15 days shall be deemed approval thereof.

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

No animals, livestock, or poultry of any kind on any lot except common household animals may be kept, provided they are not kept, bred, or maintained for commercial purposes.

No dwelling shall be constructed on any lot in said subdivision where the total square footage of the main structure, exclusive of porches and garages, is less than 1,450 square feet. The minimum square footage can be waived with the approval of the architectural committee if, in their opinion, the overall planning is not impaired.

The developer reserves the right to create a Homeowners Association for the purpose of maintaining storm water facilities and common areas if necessary within 7 years. The Developer in conjunction with Luck Star, LLC maintains control over the all lands designated as storm water or common area until such time as the lot sales in all phases of the Luck Star Properties are completed, or until such time that the developer at their discretion places those responsibilities in the hands of the homeowners and the golf course.

Homeowners not associated with Buffalo Peak Golf Course as Annual Pass Holders shall be required to pay their share of the costs to maintain the storm water and common area space as determined by the Buffalo Peak.

The foregoing restrictions shall bind and insure to the benefit of, and be enforceable by suit in equity or an action at law for damages by the owner or owners of the above described lands, their and each of their legal representatives, heirs, successors or assigns: and failure either by the owners above named or their legal representative, heirs, successors or assigns to enforce any of such conditions or restrictions shall in no event be deemed a waiver of their right to do so thereafter.

These covenants and restrictions, with the exception of homeowners responsibilities related to storm water and common space, shall run with the land and shall be binding on all parties until January 1, 2026.

Frank Hong
Lucky Star, LLC Frank Hong

State of Oregon, County of Josephine)ss.
This instrument was acknowledge before me on May 16, 2011
by Frank Hong
This instrument was acknowledge before me on _____, 20____
by _____
as _____
of _____



Diane Marie Merrill

Return To: Baggett, Griffith, Blackman
2006 Adams Ave
LaGrande OR 97850

STATE OF OREGON

County of Union

} SS

I certify that this instrument was received and recorded in the book of records of said county.

ROBIN A. CHURCH

Union County Clerk

by: *Lisa Turk* Deputy.

DOC#: 20111687

RCPT: 151191 52.00

6/01/2011 9:45 AM

REFUND: .00

