

2007-005279

Klamath County, Oregon



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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
DOVE HOLLOW ESTATES

DECLARANT: DOVE HOLLOW DEVELOPMENT, LLC,
an Oregon Limited Liability Company

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS OF DOVE HOLLOW ESTATES

THIS DECLARATION is made this 22 day of March, 2007,
by Dove Hollow Development, LLC, an Oregon Limited Liability
Company ("Declarant").

RECITAL: Declarant owns property within Klamath County, Oregon,
described in the attached Exhibit B. Declarant proposes to
develop the property, together with other properties that may
subsequently be acquired by Declarant, as a planned development to
be known as Dove Hollow Estates ("Dove Hollow").

Purchasers of property within Dove Hollow hereby consent to
these conditions, covenants and restrictions for Dove Hollow and
as the same may hereafter be amended. All purchasers who acquire
property in the Dove Hollow Estates shall purchase the property
subject to the conditions as set forth below.

Declarant will record a plat of Dove Hollow in the plat
records of Klamath County, Oregon. Additional contiguous property
may be acquired and developed by the Declarant and become annexed
to Dove Hollow in accordance with the provisions set forth in this
Declaration.

NOW THEREFORE, Declarant hereby declares that the property
described in the plat(s) of Dove Hollow as shown thereon shall be
held, sold, and conveyed subject to the following easements,
covenants, restrictions and charges, which will 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 1
DEFINITIONS

The terms as used in this Declaration are defined in Exhibit
"A".

1. DECLARATION

ARTICLE 2
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that all the real property described in Exhibit "B" is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

ARTICLE 3
RESTRICTIONS ON USE OF RESIDENTIAL LOTS

Whereas the developers of Dove Hollow desires to preserve its qualities and amenities for the benefit of this community, they herewith set forth the following conditions and restrictions on uses of the Lots.

3.1 Use of Parcel. All parcels, except as designated here otherwise, shall be used as single-family residential dwellings with associated outbuildings. All buildings are to be approved by the Architectural Review Committee. All buildings and landscaping are to be approved by the Architectural Review Committee.

3.2 Design and Architectural Control. No building nor driveway shall be constructed, placed, or altered on any Lot until the construction plans and specifications (site plan) have been approved by the Architectural Review Committee as to quality of workmanship and material, harmony of external design with existing structures and as to location with respect to topography and compliance with this Declaration. The Architectural Review Committee may impose a reasonable fee to cover plan review costs.

3.3 Residence Buildings. No residence buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two stories in height and private garage for at least two and not more than four automobiles. A third story may be included if it is a basement. No residential building, garage or accessory building shall exceed 28 feet in height (measured at the uphill foundation/ground surface level), regardless of the number of stories and unless approved by the Architectural Review Committee. No single family dwelling shall be less than 1,800 square feet for the main structure exclusive of porches and garages.

3.4 Accessory Buildings. In addition to the single family residence and garage described above, no more than one accessory building shall be permitted on each Lot, unless otherwise allowed herein. It shall be constructed in compliance with the set back requirements and the approved material and finishes described in these Articles. In addition thereto, said accessory building may not exceed the total square footage size of the primary residence plus the garage and porches nor exceed 28' in height unless approved by the Architectural Review Committee.

3.5 Material and Finishes. On each individual Lot the residence, garage and accessory buildings must be finished with the same or complimentary exterior materials. Galvanized metal, tarpaper or asphalt composition siding shall not be permitted on any building or structure. No bright galvanized metal or other reflective roof surfaces shall be permitted. Asphaltic tile roofs will be permitted but only in subdued tones as approved by the Architectural Review Committee. Tile roofs of all types will be considered for approval by the committee. All metal surfaces including roofs, flues, exposed flashing vents, pipes, trim, antennas, etc. shall be of good quality and anodized or painted to blend with the exterior colors of the dwelling and shall be non-reflective.

3.6 Painting and Exterior Colors and/or highly reflective colors shall not be used unless approved by the Architectural Review Committee. Natural earth tones are encouraged.

3.7 Mobile and Manufactured Homes. No mobile homes or manufactured homes shall be permitted on any Lot within Dove Hollow. Similarly, there shall be no tents, trailers, garages, out-buildings of any nature used or permitted as residences upon the Lot. One travel trailer or motor home per residence may be kept on a parcel, in an inconspicuous place, provided there is no residential use of the same.

3.8 Grading and Fill Restrictions. Mass grading of a site will not be permitted unless approved by the Architectural Review Committee. Permanent earth work shall be that required for building sites, foundations and driveways. Temporary construction disturbances (utility lines, etc.) shall be restored as much as possible to the original grade or to a natural looking appearance. All construction disturbance shall be corrected so as to restore the ground terrain to a near natural appearance within 90 days following the earlier of completion or occupancy of the structures built on site.

3.9 Surface Drainage. Site surface drainage shall not be so altered, constructed, accelerated or dammed on the subject property so as to adversely affect any neighboring Dove Hollow property.

3.10 Antennas. No antennas shall be placed on the premises, garage or accessory building. Satellite receiver discs shall be no larger than 18" in diameter and shall be placed in harmony with the layout of the home, avoiding the front of the residence if possible.

3.11 Storage Areas. All outdoor storage areas, garbage cans, utility boxes, trash areas shall be fenced or screened with material which matches or is compatible with the exterior finish of the residence. • No damaged, disabled or other vehicle not readily in driving condition shall be stored on the subject

3. DECLARATION

property except if enclosed in a closed garage or accessory building.

3.12 Commercial Venture. No commercial venture shall be allowed on any of the residential property herein.

3.13 Signs. No signs, except for street signs and the subdivision's entrance sign, shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent; or signs used by the subdivision developer and/or by a home builder during the construction and sales periods; or one sign of not more than two square feet providing the names of the residents of the property. No signs advertising any on-site home business shall be allowed except as described herein. Signs advertising political candidates or issues may be placed on the premises during election periods but must be removed within 7 days of the end of the (appropriate) election.

3.14 Condition of Lot. Each owner shall maintain the Owner's residence and Lot and any other improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitations, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or re-staining and exterior remodeling shall be subject to prior review and approval by the Architectural Review Committee. In addition, each Lot Owner shall keep all plantings neatly maintained. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes shall likewise be the responsibility of each Lot Owner and shall be restored within a reasonable period of time. No Lot shall be used for storage or as a dumping ground for equipment, vehicles, rubbish, garbage or debris. All waste shall be kept in sanitary containers and shall be protected from animals out of view and reach.

3.15 Driveway Surfaces. All driveways and areas utilized for parking of vehicles shall be paved or concrete. Sidewalks and other common improvements located on Lots must be maintained at the sole expense of the Lot Owner. Sidewalks and other such improvements shall be maintained to the greater of (1) these CC&R's, (2) Klamath Falls City Code rules and regulations, or (3) other applicable governmental rules and regulations.

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

3.17 Lighting. Plans for exterior lighting shall be included in the original site plan reviewed by the Architectural Review Committee if possible. All exterior lighting or noise-

4. DECLARATION

making devices shall be installed or maintained on a parcel only after written approval of the Architectural Review Committee.

ARTICLE 4 ARCHITECTURAL REVIEW COMMITTEE

4.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot, except Lots owned by Declarant and under construction pursuant to Tract 1457, until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials, to assure harmony of external design with the existing improvements and as to location with respect to topography and finished grade elevations, and to avoid plan repetition. The procedure and specific requirements for review and approval of residential construction may be set forth in design guidelines adopted from time to time by the Architectural Review Committee. The Committee may charge a reasonable fee to cover the cost of processing the application. In all cases which the Architectural Review Committee consent is required by this Declaration, the provisions of this Article shall apply.

4.2 Committee Decision. The Architectural Review Committee shall render its decision with respect to the construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within forty-five (45) working days after the Committee has received all material required by it with respect to the proposal, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

4.3 Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Committee intends for Dove Hollow. Consideration such as siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within Dove Hollow or other effects on the enjoyment of other Lots, disturbance of existing terrain and vegetation, wildlife protection and any other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

4.4 Variance. The Architectural Review Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental

5. DECLARATION

considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Architectural Review Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, the cost of compliance, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

4.5 Membership; Appointment and Removal. Initially, the Architectural Review Committee shall consist of as many persons, but not less than three, as the Declarant may from time to time appoint. On or before the expiration of 120 days from the sale of 75% of the total lots, the Declarant will appoint three Dove Hollow lot owners, and preferably an owner/resident, to serve on the Committee for a period of one, two and three years, respectively. Once Committee positions are filled by three owners, the succeeding representatives shall be designated by a majority vote of the eligible voting owners of all of the lots in the subdivision at an annual meeting. Owners of lots will be eligible as determined by the rules of the Dove Hollow Homeowners Association.

4.6 Majority Action. Except as otherwise provided in this Declaration, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

4.7 Liability. Neither the Architectural Review Committee nor any member of the Committee shall be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member of the Committee, provided only that the member has, in accordance with the actual knowledge possessed by him or her, acted in good faith.

4.8 Nonwaiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction 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.

4.9 Appeal. At any time after Declarant has delegated appointment of the members of the Architectural Review Committee, any owner adversely affected by action of the Architectural Review Committee may appeal such action to the Committee. Appeals shall be made in writing within twenty (20) days of the Committee's action and shall contain specific objections or mitigating

6. DECLARATION

circumstances justifying the appeal. A final, conclusive decision shall be made by the Committee within twenty (20) working days after receipt of such notification. If the Committee does not make a decision within thirty (30) days after receipt, the appeal shall be deemed approved.

4.10 Effective Period of Consent. The Architectural Review Committee's consent to any proposed work shall automatically be revoked two years after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Committee.

4.11 Funding of Architectural Review Committee. For so long as the Dove Hollow Homeowners Association exists funding for the Architectural Review Committee shall be provided by the Dove Hollow Homeowners Association through the homeowners association's powers of assessment. The Architectural Review Committee will provide an annual budget to the Dove Hollow Homeowners Association. The Architectural Review Committee shall have the right to retain reasonable reserves for future use. In the event the Dove Hollow Homeowners Association is dissolved, the Architectural Review Committee shall have the powers to assess the homeowners the same as the Dove Hollow Homeowners Association would have had it continued to exist.

ARTICLE 5

LAND DESIGNATION AND PROPERTY RIGHTS

5.1 Use and Occupancy. The Owner of a Lot in Dove Hollow shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided in this Declaration. The Lot shall be bound by and the Owner shall comply with the restrictions made applicable to such Lot by this Declaration or by any supplement to this Declaration.

5.2 Easements Reserved. In addition to any easements shown on the recorded plats as set forth in the real property records of Klamath County, Declarant hereby reserves the following easements for the benefit of Declarant and the Committee:

5.2.1 Right of Entry. Declarant, the Architectural Review Committee and any representative of the Committee authorized by it may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use and/or improvements of such Lot are then in compliance with this Declaration. In addition, the utility service provider and its agents or employees shall have authority to access all parts of the Owner's Lot on which common utilities (electricity and telephone) may be located, for the purpose of operating, maintaining or constructing such facilities, inspecting the condition of the facilities, and completing repairs. The Owner will be given advance notice if possible. In the case of an emergency, as determined solely by the utility

7. DECLARATION

service provider, no prior notice will be required. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

5.2.2 Utility Easements. Easements for installation and maintenance of utilities and potential drainage facilities may be reserved over portions of certain Lots, as shown on or described in the recorded plat. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

5.3 Consolidation of Lots. The Owner of two adjoining Lots, may elect to consolidate such Lots into one Lot. The consolidation shall be effectuated by the owner recording in the deed records of Klamath County a declaration stating that the two Lots are consolidated. Thereafter, the consolidated Lots shall constitute one Lot for all purposes of this Declaration, including voting rights and assessments.

5.4 Additional Partitions of Lots. The Owner of a Lot or lots, may elect to further partition their Lot into smaller Lots. The Owner of a Lot who desires to partition shall obtain, at the Owners' sole cost, the approval of the Klamath County Planning Department and shall file all appropriate requests with the Klamath County Planning Department and obtain County approval for the partition.

5.5 Homeowners Association. Declarant shall organize an Association of all the owners within Dove Hollow Estates subdivision. Such Association, its successors and assigns, shall be organized under the name Dove Hollow Homeowners Association or such similar name as Declarant shall designate, and shall have such property, powers and obligations as are set forth in this Declaration for the benefit of the subdivision and all owners of property located therein.

5.5.1 Organization. Declarant shall, before the first lot is conveyed to an owner, organize an Association as a non-profit corporation under the Non-Profit Corporation Laws of the State of Oregon. 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 the same name. In the event all the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be govern by the Articles of Incorporation and Bylaws of the

Association as if they had been made to constitute the governing documents of the unincorporated association.

5.5.2. Membership. Each owner of one or more lots within the subdivision shall immediately upon creation of the Association and thereafter during the entire period of such owner's ownership of one or more lots within the subdivision be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

5.5.3. Voting Rights. Each lot owner shall be allocated one voting unit per lot. Each lot owner shall be able to cast his or her voting unit regardless of whether a structure has been erected upon the lot. All assessments shall be divided equally among lot owners. All liabilities for common expenses and common profit shall be allocated equally among lot owners.

5.5.4. General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties and obligations:

5.5.4.1 The powers, duties and obligations granted to the Association by this Declaration and those powers enumerated in ORS Chapter 94.

5.5.4.2 The powers, duties and obligations of a homeowners association pursuant to the Oregon Planned Community Act, whether or not such Act is applicable to the Association. Such duties include the establishment of a reserve account as is required by ORS 94.595.

5.5.4.3 The Dove Hollow Homeowners Association's primary responsibility is the maintenance and repair of underground storm drainage and the maintenance of the underground storm drainage easement and compliance with the subdivision agreement with the City of Klamath Falls. The Dove Hollow Homeowners Association shall have the exclusive right to convey the storm drain and easement to any public body in the future. The Dove Hollow Homeowners Association's secondary purpose is to fulfill all other obligations and provide benefits to the homeowners as set forth in these Covenants and ORS Chapter 94, as well as to provide a means for funding for the activities of the Dove Hollow Homeowners Association and the Architectural Review Committee.

5.5.5. Budgets/Assessments. The Association shall adopt budgets and impose a collection assessment as provided for in this Declaration.

5.5.6. Enforcement. The Association shall perform such acts, whether or not expressly authorized by this

Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the policies and procedures adopted by the Association, including, without limitation, enforcement of the decisions of the budget committee.

5.5.7. Assessments.

5.5.7.1 Each lot owner shall pay the same amount regardless of the size of their parcel and whether a residence has been constructed upon the parcel.

5.5.7.2 Apportionment of Assessments. All lot owners, including those lot owners by the Declarant shall pay equal assessments. All lot owners shall pay the pro rata share of the annual assessment, special assessments and emergency assessments commencing upon the date such lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such assessment divided by the total number of assessed lots subject to the assessment.

5.5.7.3 Annual Budget. The Board of Directors of the Association shall from time to time and at least annually prepare an operating budget for the Association, taking into account administrative expenses including insurance and accounting, the current cost of maintaining and servicing the storm drain and easement and for future needs of the Association and the Architectural Review Committee.

5.5.7.4 Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy during any fiscal year a special assessment applicable to that year only for the purpose of avoiding the borrowing of money or for any emergency assessment.

5.5.7.5 Liens and Enforcements. For any non-paying lot owner of any such assessment the Declarant and the Homeowners Association may avail themselves of ORS 94.704 through 94.733. Such enforcement can include but is not limited to the placement of liens upon individual lots, foreclosure of said liens and the priorities enumerated in ORS 94.709. Each lot owner should be aware that such liens may become a first lien position upon the property and may result in the imposition of late charges, interest, attorney's fees, and costs imposed for such lien foreclosure.

ARTICLE 6 ENFORCEMENT

6.1 Non-qualifying Improvements and Violation of General Protective Covenants. In the event any Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of this Declaration, or causes or permits any improvement, activity, condition or nuisance contrary to the

provisions of this Declaration to remain uncorrected or unabated on the Owner's Lot, then the Committee shall notify the Owner in writing of any such specific violations of this Declaration and shall require the Owner to remedy or abate the same in order to bring his Lot, the improvements thereon and the uses thereof, into conformance with this Declaration. If the Owner is unable, unwilling or refuses to comply with the Committee's specific directives for remedy or abatement, or the Owner and the Committee cannot agree to a mutually acceptable solution within the framework and intent of this Declaration, after notice and opportunity to be heard and within sixty (60) days of written notice to the Owner, then the Committee, shall have the right to do any or all of the following:

6.1.1 Assess reasonable fines against such Owner in the manner and amount the Committee deems appropriate in relation to the violation, which fines shall constitute individual assessments for purposes of this Declaration;

6.1.2 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 Committee may assess such Owner for the entire cost of the work done, which amount shall be payable to the Committee as an individual assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings, or

6.1.3 Bring suit or action against the Owner on behalf of the Committee and other Owners to enforce this Declaration.

6.2 Default in Payment of Assessments; Enforcement of Lien.
If an assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such assessment or charge shall become delinquent and shall bear interest from the due date at the rate of nine (9) percent per annum. In such event the Committee may exercise any or all of the following remedies;

6.2.1 The Committee may suspend such Owner's voting rights until such amounts, plus other charges under this Declaration, are paid in full and may declare all remaining installments of any annual assessment immediately due and payable. In no event, however, shall the Committee deprive any Owner of access to and from the Owner's Lot.

6.2.2 The Committee shall have a lien against each Lot for any assessment levied against the Lot, including any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment is due. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the Committee's lien. The lien shall be foreclosed in accordance with the

provisions regarding the foreclosure of liens under ORS Chapter 88. The Committee, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease, mortgage and convey the Lot.

6.2.3 The Committee may bring an action to recover a money judgment for unpaid assessments under this Declaration without foreclosing or waiving the lien described in paragraph 6.2.2. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

6.3 The Committee shall have any other remedy available to it by law or in equity.

6.4 Notification of First Mortgagee. The Committee shall notify any first mortgagee of any individual Lot of any default in performance of this Declaration by the Lot Owner which is not cured within sixty (60) days after notice of default to the Owner. Any sale or transfer of any Lot subject to a lien shall not affect the assessment lien and shall not release the Lot from any liability from any assessment or charges.

6.5 Expenses and Attorneys' Fees. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Committee not to exceed thirty percent (30%) of such assessment. In the event the Committee shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Committee. In the event the Committee shall bring any suit or action to enforce this Declaration, or to collect any money due under this Declaration or to foreclose a lien the Owner-defendant shall pay to the Committee all costs and expenses incurred by it in connection with such suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable attorneys' fees at trial and upon appeal.

6.6 Non-exclusiveness and Accumulation of Remedies. An election by the Committee to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration or permitted by law. The remedies provided in this Declaration are not exclusive. In addition, any aggrieved Owner may bring an action against another Owner or the Committee to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

ARTICLE 7 MISCELLANEOUS PROVISIONS

12. DECLARATION

7.1 Amendment and Repeal. This Declaration, or any provision thereof, with the exception of Section 5.5 (except as may be specifically provided therein) may be amended or repealed by the vote or written consent of Owners holding not less than seventy-five percent (75%) of the Lots. Any such amendment or repeal shall become effective only upon recordation in the Deed Records of Klamath County, Oregon, setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration. In no event shall an amendment under this section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot.

7.2 Policies and Procedures. In addition, the Committee from time to time may adopt, modify and revoke, in accordance with the voting procedures contained herein, policies and procedures governing the conduct of persons and the operation and use of residential Lots as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of Dove Hollow.

7.3 Regulatory Amendments. Notwithstanding the above-mentioned provisions, Declarant shall have the right to amend this Declaration in order to comply with the requirements of any applicable statute, ordinance or regulation of governmental agencies of the United States or the State of Oregon.

7.4 Duration. This Declaration shall run with the land and shall be and remain in full force and effect at all times with respect to all property included within Dove Hollow and shall be binding upon the grantors, grantees, the heirs, successors and assigns.

7.5 Invitees. All Invitees, contractors, family members and other persons entering the subdivision under rights derived from the Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the subdivision. The owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner himself.

7.6 Nonwaiver. Failure by the Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.7 Construction; Severability; Number; Captions. This Declaration shall be liberally construed as an entire document to accomplish the purposes thereof as stated in the introductory paragraphs hereof. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the

invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining portions of this Declaration. As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of the Declaration.

7.8 Notices and Other Documents. Any notice or other document permitted or required by this Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed made twenty-four (24) hours after having been deposited in the United States mail as certified or registered mail, with postage prepaid, and addressed to the Lot Owner or the Declarant.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first written above.

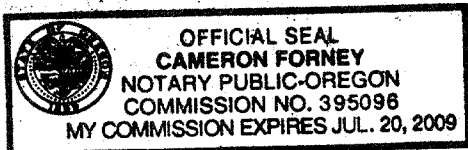
DOVE HOLLOW DEVELOPMENT, LLC

By Linda Peters
Linda Peters, Member

By Luanne Conover
Luanne Conover, Member

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 22 day of March, 2007, Linda Peters and Luanne Conover who, being duly sworn, stated they are Members of DOVE HOLLOW DEVELOPMENT, LLC and that said instrument was signed on behalf of said LLC; and they acknowledged said instrument to be its voluntary act and deed.



Cameron Forney
Notary Public for Oregon
My Commission expires: July 20, 2009

EXHIBIT "A"

Assessments: All assessments and other charges, fines and fees imposed by the Committee on an owner in accordance with this Declaration, including, without limitations, annual assessments, special assessments and emergency assessments.

Architectural Review Committee or "Committee": means the committee appointed pursuant to Article 4.

Declarant: Dove Hollow Development L.L.C., an Oregon Limited Liability Company and its successors or assignees who should acquire Declarant's interest in the remainder of the proposed development, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

Improvement: Every structure or improvement of any kind, including, but not limited to, roads, utilities, fences, walls, driveways, swimming pools, storage shelters or other products of construction efforts on or in respect to the property.

Lot: A platted or partition plot or track within the property, with the exception of any track or lot marked on a plat of the property as being common or open space or so designated in this Declaration or the declaration annexing such property to Dove Hollow.

Owner: The person or persons, including declarant, owning any lot in the property, but does not include a 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 commences upon acquisition of the ownership of a lot and terminates upon disposition of such ownership, the termination of such ownership shall not discharge an owner from obligations incurred prior to termination.

Policies and procedures: Those policies, procedures, rules and regulations adopted by the association pursuant to the authority granted in this Declaration, as the same may be amended from time to time.

Sold: That legal title has been conveyed or that a contract of sale has been executed and recorded under which the purchaser has obtained the right to possession.

This Declaration: All the easements, covenants, restrictions and charges set forth in this Declaration together with any policies and procedures promulgated hereunder by an architectural review committee as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

After recording return to
Tru-Line Surveying Inc
2333 Summers Lane
Klamath Falls OR 97603