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After Recording Return To:
Valerian Homes, LLC
P.O. Box 157
Grants Pass, Oregon 97528

JOSEPHINE COUNTY OFFICIAL RECORDS
RHIANNON HENKELS, COUNTY CLERK **2020-001960**
DEE-DCR 02/06/2020 02:14 PM
Cnt=1 Pgs=6 Stn=4 LBOSS
\$30.00 \$11.00 \$60.00 \$10.00 \$5.00 Total:\$116.00



I, Rhiannon Henkels, County Clerk, certify that the within document was received and duly recorded in the official records of Josephine County.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
SHANNON LANE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 26 day of DECEMBER 2019 by Valerian Homes, LLC, an Oregon Limited Liability Company, the Declarant and Developer herein.

RECITALS

DEVELOPER/DECLARANT is the Developer and Owner of a subdivision known as Shannon Lane Subdivision. Subdivision is located in the Northeast quarter of Section 21, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon and more particularly described as follows.

BEGINNING at a 5/8" iron rebar at the intersection of the southerly right of way line of the Central Oregon and Pacific Railroad and the west right of way line of Shannon Lane; thence S00°19'48"E 373.33 feet to the intersection of said west right of way line with the centerline of the Grants Pass Irrigation District Leigh Lateral; thence the following courses and distances along said centerline: N71°13'23"W 55.90 feet, N67°07'04"W 73.10 feet, N73°49'15"W 28.95 feet, 123.82 feet along the arc of a 220.00 foot radius curve to the left (the long chord of which bears N89°56'40"W 122.19 feet), S73°55'55"W 130.08 feet, 37.78 feet along the arc of a 250.00 foot radius curve to the right (the long chord of which bears S78°15'42"W 37.75 feet) to the east line of "Portola Place II Subdivision;" thence leaving said centerline, N00°04'44"E along said east line, and along the east line of Parcel 1 of Partition Plat No. 2002-30, 500.61 feet to said southerly railroad right of way line; thence along said southerly line 451.51 feet along the arc of a 2964.93 foot radius curve to the left (the long chord of which bears S72°09'29"E 451.08 feet) to the BEGINNING, containing 3.94 acres, more or less.

NOW, THEREFORE, Developer/Declarant for the mutual benefit and protection of all owners, hereby declares that Lots 1 through 13 (inclusive) of Shannon Lane Subdivision will be owned, sold, conveyed, encumbered, leased, occupied, and improved subject to the covenants, restrictions, and conditions herein set forth:

1 Definitions:

1.1 OWNER shall mean the owner of record, whether one or more persons or entities, of the fee simple title to any lot including a purchaser under a land sale contract. Prior to the first conveyance of a lot, OWNER shall also mean DECLARANT.

- 1.2 **SUBDIVISION** means the Shannon Lane Subdivision, a subdivision in Josephine County, Oregon; the final plat of which was recorded on FEBRUARY 6, 2020, in the official records of Josephine County, Oregon at Volume 9 Pages 867 as Document 2020-001959
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- 1.3 **LOT** means and refers to Lots 1 through 13 (inclusive) any of the Subdivision Lots therein.
- 1.4 **RECREATIONAL VEHICLE** means and includes motor homes, campers, travel and utility trailers, boats, rafts, snowmobiles, ATV's — such as off-road side-by-sides, dirt bikes, and all other similar vehicles.
- 1.5 **MANUFACTURED HOME, MOBILE HOME, and MODULAR HOME,** means any structure or part thereof, intended for use as a dwelling which is fabricated or assembled, whole or in part, at a site other than the LOT and is transported to the LOT in a partially or completely assembled state.
- 1.6 **FRONT YARD** is an area the width of which is across the LOT and faces and abuts Kayleigh Way and, the depth of which is from the Kayleigh Way right of way to a line which is parallel to the nearest point of the dwelling.
- 1.7 **FRONTAGE YARD** is specific to LOTs 7 and 13 and are the areas adjacent to and parallel with and beginning at the Westerly right of way line of Shannon Lane and running a particular width parallel to the closet point of the structure.
- 1.8 **SIDE YARD(s)** is an area that extends from the FRONT YARD to the rear LOT Line and conforms to the common property line(s) of the adjacent LOTs.
- 1.9 **EXCLUSIVE AND UNOBSTRUCTED EASEMENT** is the area beginning at the northerly edge of concrete of the existing concrete irrigation canal — the Leigh Canal, and extending seven feet (7'), in a conforming width that follows and parallels the route of the canal from the West property line of LOT 8 through, over, and across the rear of LOTs 8, 9, 10, 11, 12 and 13 to the West right of way line edge of Shannon Lane as depicted on the final plat. Said "easement" is held and maintained by Grants Pass Irrigation District (GPID).
- 1.10 **REAR YARD** is the area extending across the full width of the LOT from the rear of the dwelling to the rear LOT Line or common EXCLUSIVE AND UNOBSTRUCTED EASEMENT line over LOTs 8, 9, 10, 11, 12, and 13.
- 1.11 **APPLICABLE ZONING** for the LOTs is R-1-6.

2 Use

- 2.1 LOTs shall only be used for residential purposes and purposes incidental thereto as defined by R-1-6 zoning. Save for Lot 1 which can accommodate an Auxiliary Dwelling Unit (ADU) and a Single Family Residence, no other structure for habitation except a Single Family Residential dwelling together with a garage and other such out buildings that may be used for purposes incidental to residential usage will be erected, altered, placed on or allowed to remain on any LOT.
- 2.2 The LOTs and the improvements thereon will not be used, in whole or in part, for any commercial purpose.

- 2.3** Subject to the City of Grants Pass Ordinances, no animals or livestock, other than domestic house pets and poultry, of any kind or number, will be raised, bred or kept on any LOT; however, dogs, cats, other household pets and poultry may be kept for personal enjoyment or use, but no commercial purpose. House pets and poultry may be kept only on the condition that the number thereof and manners in which they are kept do not cause annoyance or create a nuisance for the OWNERS of adjoining LOTS. Dog runs or kennels will be sited in the REAR YARDS only and behind a site obscuring enclosure.
- 2.4** No LOT shall be used for the dumping, storage or collection of trash, garbage, or rubbish except for household garbage kept in sanitary containers regularly serviced by a garbage collection and transport service.
- 2.4.1 No OWNER may collect and transport his/her household garbage.
- 2.5** No offensive activity will be conducted or allowed on the LOTS which is, or can be construed as, an annoyance or nuisance to other OWNERS.
- 2.6** No basement, garage or other similar temporary or incomplete structure on a LOT will be used as a dwelling unit on a temporary basis. No recreational vehicle parked or tent erected on a lot will be used as a dwelling, save for that allowed by Grants Pass City Municipal Code associated with short term visits by family and/or friends.
- 2.7** No Mobile Home, Modular Home or Manufactured Home will be erected, placed or occupied on any LOT.
- 2.8** No outdoor growing or processing of Cannabis is permitted on any LOT.

3 Building Standards

- 3.1** All buildings erected on any LOT in the subdivision shall include the following features:
- 3.1.1 The pitch of roofs shall be not less than 6 and 12;
- 3.1.2 The roof material shall be of 30 year or better, architectural composition or tile and shall not be shakes;
- 3.1.3 The front of all residences will be approved lap siding. A minimum of ten percent (10%) of the surface area of the homes, facing the Front Yard(s) shall be approved stone siding. T1-11 or Bat and Board Siding will be allowed on sides and back of building; and
- 3.1.4 Per City of Grants Pass Development Code, landscaping shall include underground sprinkler and watering systems in the Front Yard.
- 3.2** OWNERS are encouraged, but not required, to incorporate one or more of the following features in the design of the buildings to be erected on the LOTS: a) Bay windows; b) covered entry ways; and c) front doors with sidelights.

4 Size

- 4.1** No single family dwelling shall be constructed on any LOT unless the total square footage of the main structure, exclusive of porches and garages, is fourteen hundred square feet (1,400) or more. Save for the residence on Lot 8, each dwelling shall include a double car or larger garage.

5 Completion Deadlines, Landscape, and Appearance.

- 5.1** The construction of any building upon a LOT shall be completed as soon as possible after it is begun and, in all circumstances, shall be completed within twelve (12) months from the date the building permits were secured.
- 5.2** Approval of landscape installation is required prior to occupancy. However, for all development requiring a Landscaping Plan, Temporary Occupancy Permits may be issued prior to complete installation and approval of all required landscaping, if security equal to one hundred ten percent (110%) of the cost of the plant materials and labor, as determined by the Director is filed with the City, assuring such installation within nine months of issuances of a Temporary Occupancy Permit. An extension of three months may be granted by the Director when circumstances beyond the control of the developer, prevents earlier completion.
- 5.3** Landscaped areas and driveways must be maintained in a clean and orderly fashion. No rubbish, trash, inoperable vehicles or equipment shall be kept on any LOT. Wood piles, tools, and equipment will be stored within a building or behind a sight obscuring enclosure. No motor vehicle maintenance or repair will be conducted on any LOT except in a garage or Side or Rear Yard.
- 5.4** Recreational Vehicles may be parked on a LOT in the Side Yard, so long as they do not extend into the Front Yard. Recreational Vehicles shall not be parked on the public streets in the Subdivision.
- 5.5** All buildings, structures, fences, and landscaping shall be constructed and maintained in a clean and presentable appearance; in such a manner as not to cause undo fire hazard, due to brush, trees, grasses, and shrubs. No commercial harvest or cutting of forest products is permitted on any LOT.
- 5.6** All garbage receptacles shall be kept in a building or behind a sight obscuring enclosure to protect the view from the streets and adjoining properties.

6 Easement for Utilities

- 6.1** Easements are hereby reserved to the developers, its successors in interest and assigns, public utility companies and municipal and other authorities, as shown on the official plat of the Subdivision for the installation, maintenance, and use of public utility facilities thereon and thereunder, including the installed water and waste systems. Such persons, companies, and authorities shall have the right to construct, erect, install, and maintain underground public utility facilities of all kinds, including telephone communication, natural gas, cable television, and electric lines. All such facilities shall be installed and maintained below the surface of the ground except as to such portions of such utility facilities where it is impractical to install below ground, including but not limited to electric transformers.

6.2 Any obstruction placed within the aforementioned easements by the OWNERS or any other person or unauthorized entity may be removed by any public utility company or authority whose ingress or egress is impeded thereby, and there shall be no liability to the removing party or person for such removal. The OWNER, other person or entity causing or permitting such obstructions to be placed within said easements shall be liable to the utility company, entity or authority which removed it for the cost of removal.

7 Signs

7.1 No signs shall be placed on LOTS 1 through 13 (inclusive) except as follows: 1) one sign of not more than one (1') square foot prepared by a professional and, 2) one sign of not more than five (5') square feet offering the LOT and any improvements for sale or rent. However, the DEVELOPER/DECLARANT and its agents and assigns may, until all the LOTS within the Subdivision are sold and dwellings constructed thereon, place signs, as deemed appropriate to advertise the PROPERTY for sale.

8 Architectural Control

8.1 No building, structure or fence shall be erected or placed on LOTS 1 through 13 until the plans, specifications, colors, materials, and a plot plan have been approved by the Architectural Control Committee, hereafter, the Committee.

8.2 An OWNER shall apply in writing to the Committee for approval and shall submit: 1) a plot plan depicting the location of the buildings and other improvements on the LOT; 2) a set of building plans; and 3) a list of exterior materials together with samples of color, texture, and style.

8.3 The application shall be submitted to the Committee either by hand delivery or USPS standard service to Valerian Homes, LLC's offices, located at: 1590 SE 'N' Street, STE 'A' Grants Pass, Oregon 97526. The Committee shall apply the purposes and standards set forth herein and approve or reject the submittal based thereon within twenty one (21) days of receipt. Failure of the Committee to act within said time-frame shall constitute an approval of the submission.

8.4 The Committee shall be comprised of Jason Thorp, Responsible Management Individual, Valerian Homes, LLC and/or his assigns. The Committee may delegate its function to an individual agent, such as a designer or architect.

9 Natural Gas

9.1 The Subdivision is served by natural gas. Each dwelling unit constructed on LOTS 1 through 13 shall install, connect to, and use at least one of the following natural gas appliances: furnace, hot water heater, clothes dryer or cooking stove.

10 Effect and Enforcement

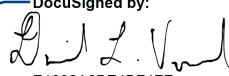
10.1 These covenants shall continue in effect for twenty (20) years from the date of recording herein. Thereafter, these restrictions shall continue in effect unless and until terminated by a document signed by the majority of LOT OWNERS in the subdivision and recorded in the Official Records of Josephine County, Oregon.

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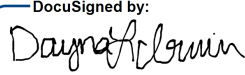
- 10.1.1 For the purposes set forth in 10.1, regardless of the number of OWNERS recorded in a LOT Deed, only one (1) vote per Lot shall be counted.
- 10.2 These restrictions shall run with the PROPERTY and the benefits and burdens are binding thereon. Each LOT is both servient and dominant estate as to these restrictions.
- 10.3 Enforcement of these restrictions shall be by action at law or suit in equity either to restrain the violation thereof or to recover damages for such violation or both, to the extent allowed by law. The prevailing party in such suit or action shall have and recover, in addition to costs and disbursements, such sum as the trial and appellate courts may adjudge to be reasonable attorney fees. Whether or not suit or action is filed, an OWNER referring this Declaration to an attorney for enforcement, regarding a violation thereof, shall be entitled to recover reasonable attorney fees from the violating party.
- 10.4 Invalidation of any one or more of these restrictions by court order or decree shall in no manner affect any other provisions herein. Failure to enforce any of these restrictions shall not be construed as a waiver thereof or a consent, either implied or express, to any further or successive breach or violation or an estoppel of any form or function.
- 10.5 If any of these provisions conflict with applicable statutes, ordinances, rules or regulations of any governmental agency or political subdivision with jurisdiction over the Subdivision and, these restrictions are more strict, the restrictions herein shall control. The restrictions herein are less strict then the applicable statutes, ordinances, rules, and regulations shall control.

Valerian Homes, LLC, an Oregon Limited Liability Company

Sara D. Thorp, member
 Sara D. Thorp, Member
 Valerian Homes, LLC

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STATE OF OREGON)
) ss.
 County of Josephine)

DocuSigned by:

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This instrument was acknowledged before me on this 26 day of DECEMBER, ~~2020~~, 2019
 by: Sara D. Thorp, as Member of Valerian Homes, LLC on behalf of the LLC.

Todd J Zeutzius
 Notary Public for Oregon

