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Lane County Deeds and Records

2005-033770



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05/10/2005 09:18:01 AM

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

MOUNTAINGATE SUBDIVISION

Declarant:

MountainGate Development LLC
1071 Harlow Road
Springfield, OR 97477

After Recording Return to:

MountainGate Development LLC
1071 Harlow Road
Springfield, OR 97477

Send Tax Statement to:

MountainGate Development LLC
1071 Harlow Road
Springfield, OR 97477

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
MOUNTAINGATE SUBDIVISION**

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
MOUNTAINGATE SUBDIVISION
("MOUNTAINGATE")**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MOUNTAINGATE SUBDIVISION ("Declaration") is made by MountainGate Development, LLC ("Declarant").

RECITALS

Declarant is the owner of all the real property and improvements thereon located in Lane County, Oregon, described as follows (the "Property"): Lots 1-71 inclusive and Lots "A" and "B" as shown on the final plat map of MOUNTAINGATE as platted and recorded on May 10, 2005, in the Plat Records of Lane County, Oregon, and assigned Recorder's Number 2005-23764 in the Official Records of Lane County, State of Oregon.

MOUNTAINGATE is part of a larger 338-acre area, known as "MountainGate, A Proposed Residential Development" which received Master Plan Approval from the City of Springfield, dated May 13, 1998 (Spr. Journal No. 95-02-39), the notice of which was recorded April 19, 1999 at Reel 2540, Instrument No. 99035359, in Lane County OFFICIAL Records. The Approval is for 10 years commencing May 13, 1998 and includes conditions of approval which must be satisfactorily addressed by any development of property within the area of the Master Plan approval.

Declarant intends to develop MOUNTAINGATE as a Class I planned community. To establish MOUNTAINGATE as a planned community, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments, and liens on the Property, under a comprehensive general plan of improvement and development for the benefit of all Lots and Common Area in MOUNTAINGATE. Additional areas may be annexed to MOUNTAINGATE in accordance with the provisions set forth in this Declaration and with applicable provisions of the City of Springfield's Development Code Plan Approval.

Declarant has deemed it desirable for the efficient preservation of the values and amenities in MOUNTAINGATE to create a nonprofit corporation, whose members shall be all the owners of Lots within the Property, to which will be delegated and assigned the powers and authority to own, maintain, and administer the Common Area (Lots "A" and "B") and facilities, to maintain, repair, and replace certain portions of and facilities within the Property, to administer and enforce the covenants, conditions, and restrictions of this Declaration, and to collect and disburse the assessments and charges hereinafter created. The Declarant shall convey "Lots "A" and "B" to the MountainGate Homeowners' Association ("Association") as prescribed hereafter. The Association shall assume the maintenance obligation of both Lots "A" and "B" for

the benefit of the Owners and assess the Owners of Lots in MOUNTAINGATE equally for the expenses.

By adoption of these Covenants, Conditions, and Restrictions, Declarant is not committing itself to take any action for which definite provision is not made below nor is Declarant prohibited from adding improvements or undertaking any activity not described in this Declaration. One who acquires property in MOUNTAINGATE will have the advantage of any further development of MOUNTAINGATE, but will not have any legal right to insist that there be any further or other development except as provided in this Declaration, in any plat of property in MOUNTAINGATE, or in any declaration which hereafter may be recorded annexing properties to MOUNTAINGATE and subjecting properties to these Covenants, Conditions, and Restrictions.

By acceptance of a deed to a Lot in MOUNTAINGATE, the Owner acknowledges that adjoining and nearby property is planned for development as additional phases of MOUNTAINGATE. Such development necessarily requires construction activities including tree felling, vegetation removal, earth moving, blasting, crushing, truck traffic and house building activities. These and other on-going construction activities will be occurring on a regular basis and for a sustained period of time. These activities will generate noise, traffic, dust, commotion and other external impacts that normally occur with the development of a residential subdivision where homes and other improvements are being constructed on individual vacant Lots. The Owner of a Lot accepts these activities and covenants, and agrees not to object or complain about these activities and waives all common law rights to object to such so long as they are conducted in accordance with applicable government rules, regulations and requirements and the terms and conditions of this Declaration.

NOW THEREFORE, Declarant declares that MOUNTAINGATE shall be held, transferred, sold, conveyed, and occupied subject to the Oregon Planned Community Act as may be amended from time to time (ORS 94.550-94.783) and subject to the following covenants, conditions, restrictions, easements, charges, and liens, which shall run with the land, which shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

ARTICLE 1

DEFINITIONS

1.1 *Architectural Review Committee* or "ARC" shall refer to that committee constituted and acting pursuant to Article 6 of this Declaration.

1.2 *Articles* shall mean the Articles of Incorporation for the nonprofit corporation, MountainGate Homeowners' Association, as filed with the Oregon Secretary of State.

1.3 **Association** shall mean and refer to MountainGate Homeowners' Association, its successors and assigns.

1.4 **Board** shall mean the Board of Directors of the Association.

1.5 **Bylaws** shall mean and refer to the Bylaws of the Association, which shall be recorded in Lane County, Oregon Official Records.

1.6 **Common Area** shall mean and refer to Lots "A" and "B" as shown on the Plat, including any improvements located thereon, and which are more particularly described in Section 3.5.8 hereafter and any other property designated in a supplementary declaration annexing such property to MOUNTAINGATE in accordance with Section 2.2 herein.

1.7 **Declaration** shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration.

1.8 **Declarant** shall mean and refer to MountainGate Development LLC, an Oregon limited liability company, and its successors or assigns, or any successor or assign of all or the remainder of its interest in the Property, including any Successor Declarant that is identified and so designated by Declarant and further described in Section 1.24.

1.9 **Development Plan** shall mean Declarant's general plan of development of the Property, as approved by the City of Springfield, as may be amended from time to time and which is further described in Article 5 herein.

1.10 **Home** shall mean and refer to any portion of a structure situated on a Lot and designed and intended for use and occupancy as a residence by a single family or household.

1.11 **Initial Development** shall mean the Property referred to in Article 2.1.

1.12 **Lot** shall mean a platted lot within the Property or any property so designated in any supplementary declaration annexing such property to MOUNTAINGATE pursuant to Section 2.2 herein.

1.13 **Members** shall mean and refer to the Owners of Lots in the Initial Development.

1.14 **MOUNTAINGATE** shall mean the Property as designated in Section 2.1 herein and any other property designated in a supplementary declaration annexing such property to MOUNTAINGATE in accordance with Section 2.2 herein, but excluding any property withdrawn from MOUNTAINGATE in accordance with Section 2.3 herein.

1.15 **Occupant** shall mean and refer to the occupant of a Home, whether such person is an Owner, a lessee, or any other person authorized by the Owner to occupy the Home.

1.16 *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession of a Lot under a land sale contract. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

1.17 *Offsite Easements* shall mean and refer to those easements so designated on the Plat or any Plat for property that has been annexed to MOUNTAINGATE pursuant to Section 2.2 herein and which are more particularly described in Section 3.5.1f hereafter.

1.18 *Plat* shall mean and refer to the Plat of MOUNTAINGATE Subdivision as platted and recorded May 10, 2005, in the Plat Records of Lane County, State of Oregon, and assigned Recorder's Number 2005-33764 in the Official Records of Lane County, State of Oregon, and any property so designated in any supplementary declaration annexing such property to MOUNTAINGATE.

1.19 *Private Conservation Easements* shall mean those areas so designated on the Plat of MOUNTAINGATE, or on any plat recorded in Lane County, Oregon Plat Records for property that has been annexed to MOUNTAINGATE pursuant to Article 2.2 herein and which are more particularly described in Section 5.2.2 herein.

1.20 *Private Joint Use Access Easements* shall mean and refer to those driveways so designated on the Plat of MOUNTAINGATE or any plat recorded in Lane County's Oregon Plat Records for property that has been annexed to MOUNTAINGATE pursuant to section 2.2 herein and which are more particularly described in Section 3.5.5 herein.

1.21 *Private Vegetation Easements* shall mean those areas so designated on the Plat, or any plat recorded hereafter for property that has been annexed to MOUNTAINGATE in accordance with Article 2.2 herein, and more particularly described in Section 5.2.3 herein.

1.22 *Property* shall have the meaning attributed to such term in the Recitals of this Declaration but shall also include, effective on the date of recordation of a Supplemental Declaration, any property that is annexed to MOUNTAINGATE pursuant to Section 2.2 herein.

1.23 *Rules and Regulations* shall mean and refer to the documents containing rules and regulations and policies adopted by the Board or the Architectural Review Committee, as may be from time to time amended.

1.24 *Successor Declarant* shall mean any person, entity or group who succeeds to any or all of the Declarant's special rights set forth herein and to whom Declarant transfers and conveys all of Declarant's interest in MOUNTAINGATE, or to any person, entity or group to whom the Declarant has transferred, for purposes of resale, all of Declarant's ownership interest in MOUNTAINGATE.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Initial Development. Declarant hereby declares that the Property shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration and is more particularly described as follows:

MountainGate Subdivision as platted and recorded May 10
_____, 2005 in the Plat Records of Lane County, State of Oregon
and assigned Recorder's Number 2005- 33764 in the
Official Records of Lane County, State of Oregon, and located in
the City of Springfield, County of Lane and State of Oregon ("the
Property" or "MOUNTAINGATE").

The Property contains 71 residential lots and Lots "A" and "B" as shown on the Plat.

2.2 Annexation of Additional Property. Subject to any applicable City of Springfield ordinances, Declarant may, from time to time and in its sole discretion, annex to MOUNTAINGATE any adjacent real property now or hereafter acquired by it, and may also from time to time and in its sole discretion permit other holders of adjacent real property to annex the adjacent real property owned by them to MOUNTAINGATE. It is anticipated, but not required, that other areas which were included in and received Master Plan Approval, will be annexed to MOUNTAINGATE. The annexation of such adjacent real property will be accomplished as follows:

2.2.1 Supplementary Declaration of Annexation. The owner or owners of such real property will record a supplementary declaration which will be executed by or bear the approval of Declarant and will, among other things, describe the real property to be annexed, establish any additional limitations, uses, easements, covenants, conditions and restrictions which are intended to be applicable to such property, and describe how and when such property shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration.

2.2.2 Provisions of Supplementary Declaration of Annexation. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property and subject to any applicable City of Springfield ordinances may:

(a) establish such new land classifications, including additional common areas, limitations, uses, easements, covenants, conditions and restrictions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.

(b) with respect to existing land classifications, establish additional or different limitations, uses, easements, restrictions, covenants, and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property.

(c) establish a separate architectural review committee or other subcommittees to act with respect thereto as Declarant may deem to be appropriate for the development of the annexed property.

(d) establish an interim plan for development of the subject property prior to its annexation to MOUNTAINGATE, which plan may include, but is not limited to, selling Lots to builders and contractors for construction of Homes and other site improvements, selling completed homes to owners, fixing and collecting assessments, the exercise of architectural review functions, establishment and maintenance of Common area facilities and improvements and the exercise of other functions necessary for the development of a particular phase, all of which may occur prior to the Lots and phase being annexed to MOUNTAINGATE.

2.2.3 Effect of Annexation. The property included in any such annexation will thereby become a part of MOUNTAINGATE and subject to this Declaration, and the Declarant and the Association will have and will accept and exercise administration of this Declaration with respect to such annexed property to the extent prescribed and authorized by the supplementary declaration and approved by the Declarant.

2.2.4 Limitations on Annexation. There is no limitation on the number of Lots or other type of property Declarant may create or annex to MOUNTAINGATE, except as may be established by applicable ordinances of the City of Springfield. Similarly, there is no limitation on the right of Declarant to annex common property, except as may be established by applicable ordinances of the City of Springfield.

2.2.5 Voting Rights. Upon annexation, additional Lots so annexed will be entitled to voting rights as set forth in Section 7.3.

2.2.6 Adjustment of Association Expenses. The formula to be used for reallocating the common expenses if additional Lots are annexed and the manner of reapportioning the common expenses if additional Lots are annexed during a fiscal year shall be described in the supplementary declaration.

2.3. Withdrawal of Property. Subject to any applicable City of Springfield ordinances, Declarant may withdraw property from MOUNTAINGATE, including Common Area property, only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of any property annexed pursuant to a declaration described in

Section 2.2 above at any time prior to the sale of the first Lot in the property annexed by such declaration. Such withdrawal will be by a declaration executed by Declarant and recorded in the Official Records of Lane County. If a portion of the property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn will be eliminated, and the common expenses will be reallocated as provided in the withdrawal amendment. The right of Declarant to withdraw property hereunder will expire on the date set forth in Section 8.1 herein or such sooner date as Declarant may elect.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Use and Occupancy. Except as otherwise expressly provided in this Declaration, in the plat in which a Lot was platted or partitioned, or in any supplementary declaration annexing such Lot to MOUNTAINGATE, the Owner of a Lot in MOUNTAINGATE will be entitled to the exclusive use and benefit of such Lot.

3.2 Nonseverability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. Ownership interests in the Common Area and Lots are subject to the easements granted and reserved in this Declaration. Each of the easements granted or reserved herein shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of MOUNTAINGATE.

3.3 Ownership of Lots. Title to each Lot in MOUNTAINGATE shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such persons and/or entities shall constitute one Owner.

3.4 Ownership of Common Area. Title to any Common Area may be conveyed by the Declarant to the Association at any time but not later than the date of the Turnover Meeting described in Section 8.2 hereafter.

3.5 Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

3.5.1 Easements on Plat. The Common Area and Lots are subject to the easements shown on the Plat and include, but are not limited to the following:

(a) **Public Utility Easements (P.U.E)** have been dedicated as shown on the Plat of MOUNTAINGATE. P.U.E.s contain public facilities and utilities (primarily underground) that serve the development (i.e. water, sewer, electric, telephone, gas, etc.) P.U.E.s must remain available to public agencies for maintenance and repair of facilities located therein. Repair of damages to landscaping or fences within P.U.E.s shall be the responsibility of the Owner upon which the P.U.E. is located. Landscaping and fencing therefore should be designed such that access for maintenance within P.U.E.s can be accommodated with as little impact to those improvements as possible. The P.U.E.s located along Lot street frontages may be used for individual sewer laterals that serve an adjacent Lot.

(b) **Private Utility Easements (PR.U.E.)** have been created as shown on the Plat of MOUNTAINGATE. PR.U.E.s contain private utilities and facilities necessary to serve the Lots upon which they are located and/or adjacent Lots. The primary use of PR.U.E.s is for private joint use sanitary sewer and storm sewer lines. In some locations they may also include individual water, gas or other utility services. Maintenance of joint use facilities, particularly sanitary sewer and storm sewer lines, shall be shared equally by each Lot connected to the facility. Maintenance of individual facilities such as storm and sanitary sewer laterals, water, gas, electric, and telephone lines serving individual Lots shall be the responsibility of the Owner of the Lot served by such facility. No building or structure shall be located within the PR.U.E. except that a portion of such, e.g. decks, eaves and overhangs, may extend over the easement area provided the bottom surface is at least sixteen (16) feet above ground level.

(c) **Private Storm Drainage Easements (PR.S.D.E)** have been created on the Plat of MOUNTAINGATE over and through Lots 30, 32, 39, 42, and Lot "B" as shown on the Plat. Additional PR.S.D.E.s are shown on the Plat as "Offsite Easements" that have been established by the recording of separate documents. No building or structure shall be located within the PR.U.E. except that a portion of such, e.g. decks, eaves and overhangs, may extend over the easement area provided the bottom surface is at least sixteen (16) feet above ground level.

(d) **Vision Clearance Easements** have been dedicated on the Plat of MOUNTAINGATE upon the corners of Lots 17, 18, 19, and 21 near the street intersection. The purpose of this easement is to control landscaping and structures to improve visibility of oncoming traffic at street intersections according to the Springfield Development Code.

(e) **Public Slope Easements (P.S.E.)** have been dedicated along certain street sections as shown on the Plat of MOUNTAINGATE. Slope

easements contain cut and fill embankments outside street right of ways that were constructed as a part of the street support structure. Fill material shall not be removed from within slope easements unless an alternative method for slope stability is designed by a licensed civil engineer, is approved by the City of Springfield and is installed in a manner that maintains the structural support provided by the existing fill embankment material. Cut slopes may be altered provided that if they are steepened, measures are implemented which prevent the sloughing of soil into the street and sidewalk. The easement areas may otherwise be landscaped, used and maintained without restriction.

(f) *Offsite Easements* are shown on the Plat of MOUNTAINGATE that provide for access, utility placement and private storm drainage outside the plat boundaries. These easements have been established with the recording of separate independent documents. The uses and provisions associated with the easements are specified in those recorded documents and within this Declaration.

3.5.2 Easements for Common Area. Every Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot and subject to the terms of any agreement for maintenance and use. Such easement is subject to ORS 94.665, as may be amended from time to time. The Common Area for the Initial Development consists of Lots "A" and "B" as depicted on the Plat.

3.5.3 Easements Reserved by Declarant. As long as Declarant owns any Lot, in MOUNTAINGATE or any area annexed thereto pursuant to Section 2.2 herein, Declarant reserves an easement over, under, and across the Common Area in order to carry out sales activities necessary or convenient for the sale of Lots. Declarant, for itself and its successors and assigns, hereby retains a right and reserves an easement of ingress and egress to, from, over, in, upon, under, and across the Common Area and any Lot to make such use thereof as may be reasonably necessary or incident to the construction, maintenance, repair or replacement of facilities and improvements within the Property in such a way as not to interfere unreasonably with the occupancy, use, enjoyment, or access to an Owner's Lot by such Owner or such Owner's family, tenants, employees, guests, or invitees. The rights reserved herein may be assigned by the Declarant.

3.5.4 Association's Easements. Declarant grants to the Association and its duly authorized agents and representatives such easements over the Lots and Common Area 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. Declarant further grants to the Association and its duly authorized agents and representatives an easement over each Lot for the purposes of installation, maintenance, repair, and replacement of utilities, communication lines, and drainage.

The Board may grant or convey the easements reserved herein to any governmental body or agency and/or any public or private utility company or provider, on a two-thirds vote of the Board members at a duly called and held Board meeting.

3.5.5 Private Joint Use Access Easements. In the Initial Development, there are three easements established and depicted on the Plat that provide shared driveway and private utility access from the public street to certain Lots. These easements are depicted on the plat of MOUNTAINGATE and identified as Easements "A", "B" and "C". There are additional access easements shown on the Plat which are identified as "Offsite Easements Numbers 1, 2, and 3". These access easements are described in separate documents, which include provisions for their use, maintenance and repair by the affected Lot Owners. Private Joint Use Access Easements are for use by the Owners of Lots described therein and are not intended for use by other Lot Owners. These access easements include:

(a) Declarant acknowledges a private easement over portions of Lots 2-4 that extends north from MountainGate Drive. This easement is depicted on the Plat and established in a document entitled Declaration of Private Joint Use Access Easement—Easement "A", recorded on May 10, 2005, Instrument No. 2005-33767 in Lane County, Oregon Deeds and Records. The purpose of this easement is to provide access to Lots 2, 3, 4, 5, 7, and 8. Lot 9 may also have access to Easement A provided that a driveway connection to the easement is constructed with the initial home construction on the lot. The easement may also be used for the extension of public and private utilities to those Lots.

(b) Declarant acknowledges a private easement that extends north from the southern boundary of and over and across Lots 40, 41, and 42. This easement is established in a document entitled Declaration of Private Joint Use Access Easement—Easement "B", and recorded on May 10, 2005, Instrument No. 2005-33768 in Lane County, Oregon Deeds and Records. The purpose of this easement is to provide access including the provision of public and private utilities to Lots 40, 41 and 42.

(c) Declarant acknowledges a private easement over a portion of Lots 54 and 55 that extends west from Fernhill Loop. This easement is established in a document entitled Declaration of Private Joint Use Access Easement—Easement "C", and recorded on May 10, 2005, Instrument No. 2005-33769, in Lane County, Oregon Deeds and Records. The purpose of the easement is to provide driveway access to Lots 54, 55 and 56. It also allows location of public and private utilities to serve Lots 54, 55 and 56.

(d) Additional Private access easements are shown on the Plat of

MOUNTAINGATE and identified as "Offsite Easements Nos. 1, 2 and 3." These easements have been established by separate recorded documents to provide access over adjoining property for the benefit of and to Lots 40, 41 and 42.

3.5.6 Private Conservation Easements. Private Conservation Easements are identified on the Plat on portions of Lots 1-5, 10, and 40-52 of the Initial Development. They are also identified in the Development Plan and Section 5.2.2 hereafter.

3.5.7 Private Vegetation Easement. Private Vegetation Easements are identified on the Plat along certain rear lot lines and which are more particularly described in Section 5.2.3 hereafter.

3.5.8 Lots "A" and "B". Lot "A" is an area consisting primarily of wetlands as defined by the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (ACOE). Use of this area must be consistent with DSL and ACOE Rules and Regulations. Generally, fill and removal of materials are not allowed within wetlands unless permitted by DSL and ACOE. The Association may install additional landscaping within Lot "A" provided that plantings within the wetland portions of the lot conform to the list of vegetation that are allowed within wetlands. Lot "B" is an area that contains a stormwater detention basin and water quality facilities necessary to serve MOUNTAINGATE and certain adjacent properties. The stormwater facilities themselves shall be maintained by the City of Springfield by separate agreement between Declarant and the City. Minimum maintenance within Lots "A" and "B" shall include: maintenance of landscaping installed by Declarant; control and removal of noxious vegetation such as blackberries, scotch broom and ivy; regular mowing and weed control; replacement of dead or diseased trees and shrubs; and removal of trash and garbage. The Association may, but is not required to, install fencing in any portion of Lots "A" or "B". The Association shall maintain the landscaping and improvements, other than stormwater facilities, for Lots "A" and "B".

3.6 Declarant's Right to Dedicate Common Area and Grant Easements. Declarant reserves the right and power to dedicate and/or convey any portion or all of Lots "A" and "B" to any governmental body or agency.

3.7 Consolidation of Lots. The Owner of two adjoining Lots, with the approval of the Architectural Review Committee and appropriate government bodies, may elect to consolidate such Lots into one Lot. Subject to any applicable City of Springfield ordinances, the Architectural Review Committee may impose reasonable conditions or restrictions on the granting of its approval of a Lot consolidation, including, but not limited to maintenance or landscaping requirements and limitations on use. The consolidation will be effective upon the recording in Lane County Deed Records of a declaration of the Owner stating that the two Lots are consolidated. The declaration will include a written consent to the consolidation