

covenants, and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof for twenty-five years, and as then in force shall be continued for a period of twenty years, and there after for successive periods of twenty years each without limitation, unless, a written agreement executed by the then record owners of three-fourths in area of said property, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Baker County, by the terms of which agreement any of said conditions part of the property originally subject thereto. If any such written agreement of change or modification is duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

2. ENFORCEMENT: Any breach of any of the covenants may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Grantor or its successors in interest and/or by any lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservation, or any part thereof, is invalid, or for any reason becomes unenforceable no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired.

5. RIGHT TO ENFORCE: The provisions contained in this declaration shall bid and inure to the benefits of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Grantor, or any property owner, or their legal representative, heirs, successors, or assigns to enforce any of said restrictions, conditions, covenants, or reservations shall in no event be deemed a waiver of the right to do so thereafter.

6. ARCHITECTURAL COMMITTEE: The architectural committee which is vested with the powers described herein shall consist of three persons appointed by the undersigned owner. Prior to the commencement of any excavations, construction or remodeling or adding to any structure theretofore completed, there shall first be filed with the architectural committee two complete sets of building plans and specifications therefor, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The second set of said plans shall be filed as a