



FIRE SITING STANDARDS COVENANT

Gallery Capital LLC ("Grantors") are the owners of real property described as follows: Deed Reference Number 2010-4881

In consideration of approval of a Single Family Dwelling and the issuance of a Building permit on the above described property by Douglas County, I (We), Gallery Capital LLC, the undersigned real property owner(s), for themselves and their heirs, executors, administrators, and assigns, do hereby agree and covenant that they shall comply with the following fire siting standards with respect to all new dwellings or structures on the property:

1. Owners of new dwellings shall maintain an adequate water supply suitable for fire protection, and the appropriate fire fighting equipment to contain fire from spreading to surrounding forest lands.
 - 1.1. The property owner shall provide and maintain a water supply of at least 500 gallons with an operating water pressure of at least 50 PSI and sufficient 3/4 inch garden hose to reach the perimeter of the primary fuel-free building setback.
 - 1.2. If another water supply (such as a swimming pool, pond, stream, or lake) is nearby, available, and suitable for fire protection, then road access to within 15 feet of the water's edge shall be provided for pumping units. The road access shall accommodate the turnaround of fire fighting equipment during the fire season. Permanent signs shall be posted along the access route to indicate the location of the emergency water source.
2. Road access to new dwellings shall, at a minimum, meet the following standards:
 - 2.1. Maximum grade shall not exceed 20 percent;
 - 2.2. Top surface width shall be 12 feet;
 - 2.3. A turn-around shall be provided which allows for either a 35 foot radius cul-de-sac, or a 60 foot "T-shaped" design;
 - 2.4. The road bed shall have an all weather surface; and
3. Owners of new dwellings and other structures shall:
 - 3.1. Maintain a primary fuel-free building setback of at least 30 feet surrounding all structures. Vegetation within this primary safety zone may include mowed grasses, low shrubs (less than 2 feet high), and trees that are spaced with more than 15 feet between the crowns and pruned to remove dead and low (less than 8 feet from the ground) branches. Accumulated needles, limbs and other dead vegetation Should be removed from beneath trees.
 - 3.2. Clear and maintain a secondary fuel-free building setback of at least 1 00 feet in all directions around the primary safety zone. *Vegetation* within this secondary safety zone should be pruned and spaced so that fire will not spread between the crowns of trees.
 - 3.3. Maintain adequate access, conforming with road access standards in this agreement. to the dwelling for fire fighting equipment vehicles.
 - 3.4. Use fire resistant building materials and construction standards. Wood roof shingles or shakes shall not be permitted. Power lines that service the dwelling or structure shall be insulated.
4. If adjacent to a Rural Fire Protection District, the property owner shall apply for annexation into that district.
5. In areas subject to the State Scenic Waterway Program, compliance with the primary and secondary fuel-free building setback requirements of this agreement may be modified to comply with specific siting standards contained in a state approved Scenic Waterway Management Program when such regulations conflict.

All the covenants contained in this instrument shall be binding upon, apply and inure to the burden of the heirs, executors, administrators and assigns of the Grantor(s) and all covenants shall be construed as covenants running with the land in perpetuity.

Specifically, the Grantor(s) intend that the burden of the covenants run to successors of the successors of the Grantor(s).

I (We), Gallery Capital LLC, do further agree that failure to comply with any provision of this agreement shall constitute a

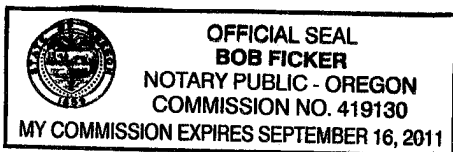
violation of this agreement. To facilitate the enforcement of this agreement, any violation of the agreement shall constitute a nuisance and may be enjoined, abated, or removed by Douglas County or otherwise enforced as provided at law or equity.

IN WITNESS WHEREOF, the Grantors have executed this covenant on MAY 24, 2010

Michael Hummer, Mgr
Gallery Capital LLC
Grantor

STATE OF OREGON
County of
Yamhill

This instrument was acknowledged before me on 5/24/10 by Richard Grossman



Bob Ficker
Signature of Notary

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