

After recording, return to:
Hershner Hunter, LLP
Attn: Pablo Valentine
PO Box 1475
Eugene, OR 97440

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEFIELD COURT SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions for Stonefield Court Subdivision, an Oregon planned community, is made effective this _____ day of _____, 20____, by the Declarant, Stonefield Investments, LLC, an Oregon limited liability company.

1. ARTICLE 1: DEFINITIONS

1.1 “Annual Assessments” means the Assessments levied pursuant to Section 6.2.

1.2 “Architectural Review Committee” means the committee established pursuant to Section 5.12.

1.3 “Articles” means the articles of incorporation of the Association, as amended from time to time.

1.4 “Assessable Property” means each Lot not owned by the Declarant or the Association.

1.5 “Assessment” means an Annual Assessment, a Reserve Assessment and/or a Special Assessment.

1.6 “Assessment Lien” means the lien created and imposed by Article 6.

1.7 “Assessment Period” means the period set forth in Section 6.6.

1.8 “Association” means the Stonefield Court Homeowners Association, an Oregon nonprofit mutual benefit corporation, and its successors and assigns.

1.9 “Association Member” means any Person who is a member of the Association as provided in Section 5.8.

1.10 “Association Membership” means a membership in the Association.

1.11 “Association Rules” means the rules adopted by the Board pursuant to Section 5.4, as amended from time to time.

1.12 “Board” means the Board of Directors of the Association.

1.13 “Bylaws” means the bylaws of the Association, as amended from time to time.

1.14 “Common Area” means: (a) the Common Areas as shown on the Plat; (b) all land, together with all Improvements situated thereon, that the Association at any time owns in fee or in which the Association has a leasehold interest, easement or license for as long as the Association is the owner of the fee or holds such leasehold interest, easement or license; (c) all land, and the Improvements situated thereon, within or outside of the Project, which are indicated on a Recorded subdivision plat or within a Recorded instrument are to be held by the Association for the benefit and use of the Association Members, or which is to be improved, maintained, repaired and replaced by the Association; (d) shared landscaping; (e) all private stormwater systems and bioswales located on or serving the Project, even if located on a Lot; and (f) the Project retaining wall.

1.15 “Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.16 “Declarant” means Stonefield Investments, LLC, its successors and any Person(s) to whom he may expressly assign any or all of its rights under this Declaration.

1.17 “Declarant Affiliate” means any entity owned by Declarant, or under the common control of Declarant.

1.18 “Declaration” means this Declaration of Covenants, Conditions and Restrictions, as amended from time to time.

1.19 “First Mortgage” means a Mortgage Recorded against a Lot that has priority over all other Mortgages Recorded against that Lot.

1.20 “Improvement” means: (a) any Residence, building, fence or wall; (b) any court, road, driveway, parking area or satellite dish; (c) any trees, plants, shrubs, grass or other landscaping planting or addition of every type and kind; (d) any statuary, fountain, artistic work, craft work, ornamentation or embellishment of any type or kind (whether or not affixed to a structure or permanently attached to a Lot); and (e) any other structure of any kind or nature.

1.21 “Lot” means lots 1 through 15 as shown on the Plat and, where the context indicates or requires, shall include any Residence, building, structure or other Improvements situated on the Lot, but excludes any Common Area. Any reference to a specifically numbered Lot will mean that Lot as shown on the Plat.

1.22 “Mortgage” means a deed of trust, a mortgage or land sale contract Recorded against a Lot.

1.23 “Mortgagee” means a beneficiary under a deed of trust, or a mortgagee under a mortgage, recorded against a Lot, and “First Mortgagee” means such a beneficiary or mortgagee under a First Mortgage.

1.24 “Occupant” means any Person other than an Owner who occupies or is in possession of a Lot, or any portion thereof or building or structure thereon (and shall include, without limitation, a Resident).

1.25 “Owner” means the Person or Persons who individually or collectively own fee title to a Lot as evidenced by a Recorded instrument (except a vendor under a land sale contract as evidenced by a Recorded instrument), or who individually or collectively is the vendee under a land sale contract as evidenced by a Recorded instrument.

1.26 “Period of Declarant Control” means the period commencing on the date of the Recording of this Declaration and ending on the earlier of: (a) all Lots have been sold by the Declarant; or (b) such earlier date on which the Declarant elects to terminate the Period of Declarant Control by providing written notice to the Association.

1.27 “Person” means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.28 “Plat” means the recorded subdivision plat known as Stonefield Court Subdivision as Recorded in Lane County, Oregon plat records as Document No. 2023-_____, which designates the Lots, Common Area and boundaries of the Project.

1.29 “Project” means all of the real property shown on the Plat, including the Lots and Common Area.

1.30 “Project Documents” means this Declaration, Articles, and Bylaws of the Association.

1.31 “Property” means the real property described on Exhibit A, together with all Improvements located thereon, and all real property, together with all Improvements located thereon, which is annexed and subjected to this Declaration pursuant to Section 9.1.

1.32 “Purchaser” means any Person, other than the Declarant, who by means of any transfer becomes the Owner of a Lot except for a Person who, in addition to purchasing a Lot, is expressly assigned any or all of the Declarant’s rights as the Declarant under this Declaration.

1.33 “Record”, “Recording”, “Recorded” and “Recordation” means placing or having placed an instrument of public record in the official records of Lane County, Oregon.

1.34 “Reserve Assessment” means any Assessment levied pursuant to Section 6.4.

1.35 “Resident” means each individual who resides in any Residence.

1.36 “Residence” means any building, or portion of a building situated upon a Lot and designed and intended for separate, independent use and occupancy for residential purposes.

1.37 “Special Assessment” means any Assessment levied pursuant to Section 6.5.

1.38 “Visible From Neighboring Property” means, with respect to an object, that the object is or would be visible to a six-foot tall person standing at ground level on any part of neighboring property, except where the object is visible solely through a wrought iron fence and would not be visible if the wrought iron fence were a solid fence.

2. ARTICLE 2: SCOPE OF DECLARATION. This Declaration is being Recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. The Project is a Class I planned community subject to the provisions of the Oregon Planned Community Act, as it may be amended from time to time. The initial property subject to this Declaration is the Property. The planned community consists of, initially, fifteen (15) Lots for residential use. All of the property within the Project shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the property subject to this Declaration, each Person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Project and evidences his, her or its intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by the Association and all Owners.

3. ARTICLE 3: PERMITTED USES AND RESTRICTIONS

3.1 Uses. Except as otherwise allowed in this Declaration or as prohibited by law, the Property shall be used exclusively for single family detached residential homes.

3.2 Architectural Control.

a. All Improvements not currently existing when this Declaration is recorded shall be of new construction, and no intact buildings or other structures shall be moved from other locations to the Project (except for construction trailers or similar facilities approved in advance by the Architectural Review Committee).

b. No excavation, grading, de-vegetation, planting or re-vegetation work shall be performed within a Property without the prior written approval of the Architectural Review Committee, except for normal, routine gardening and landscaping. No trees, shrubbery or other plants that will reach a height of greater than 10 feet may be planted without the prior written approval of the Architectural Review Committee.

c. No Improvement shall be constructed, installed or removed within any Property without the prior written approval of the Architectural Review Committee.

d. No addition, alteration, repair, change or other work which in any way alters the exterior appearance (including but without limitation, the exterior color scheme) of any property within a Property, or any Improvements located thereon, shall be made or done without the prior written approval of the Architectural Review Committee.

e. All building designs, plans and specifications shall be prepared by an architect licensed to practice in the State of Oregon. The Architectural Review Committee may, in its sole and absolute discretion, waive such requirement on a case-by-case basis.

f. All Improvements shall be constructed by contractors licensed in the State of Oregon.

g. All landscape designs, plans and specifications shall be prepared by a landscape architect or landscaper licensed in the State of Oregon. The Architectural Review Committee may, in its sole and absolute discretion waive this requirement on a case by case basis.

h. The livable area of a house, excluding the garage, any basement (including any day-lighted basement), porches and similar enclosures, overhangs and out buildings, constructed on a Property shall be a minimum of one thousand six hundred (1,600) square feet. The first one thousand six hundred (1,600) square feet of livable area shall be located on the ground floor. Any livable area in excess of such one thousand six hundred (1,600) square feet may be located on the second floor provided the second floor livable area shall not be more than forty (40) percent of the total livable area. No home may have more than two floors excluding any basement but including any day-lighted basement.

i. Any Owner or other Person desiring approval of the Architectural Review Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of his, her or its Lot or other portion of a Property, or any Improvements located thereon, shall submit to the Architectural Review Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change, replacement or other work which such Owner or other Person desires to perform. Any Owner or other Person requesting the approval of the Architectural Review Committee shall also submit to the Architectural Review Committee any information, including plans and specifications required by the Architectural Review Committee. Such information shall include a detailed site plan, grading plan, floor plan (including all square footage calculations), detailed elevations of all exterior sides, exterior materials, exterior color pallet, exterior lighting plan, landscape plan and other information the Architectural Review Committee may reasonably request. If the Architectural Review Committee fails to approve or disapprove an application or request for approval within forty-five (45) days after the application, together with all supporting information requested by the Architectural Review Committee, have been submitted to it, then the application is deemed approved as submitted.

j. The approval by the Architectural Review Committee of any construction, installation, addition, alteration, repair, change, replacement or other work pursuant to this section shall not be deemed a waiver of the Architectural Review Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, replacement or other work subsequently submitted for approval.

k. Upon receipt of approval from the Architectural Review Committee for any construction, installation, addition, alteration, repair, change, replacement or other work, the Owner or other Person who has requested such approval shall proceed to perform, construct or make the installation, addition, alteration, repair, change or other work approved by the Architectural Review Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practicable and within such reasonable time as may be prescribed by the Architectural Review Committee.

l. Any change, deletion or addition to the plans and specifications approved by the Architectural Review Committee must be submitted to and approved in writing by the Architectural Review Committee, pursuant to the procedure in this section.

m. The Architectural Review Committee shall have the right to charge a reasonable fee for reviewing requests for approval of any construction, installation, alteration, addition, repair, change, replacement or other work pursuant to this Section, which fee shall be payable at the time the application for approval is submitted to the Architectural Review Committee. Such fee shall be set at such level as the Architectural Review Committee may estimate will be necessary to defray the reasonable costs and expenses of the Architectural Review Committee in reviewing and evaluating any such request or application, and may include, if the Architectural Review Committee deems it reasonably necessary under the circumstances, an amount to cover the reasonable costs of professional consultation to the Architectural Review Committee by an architect or engineer.

n. The provisions of this section do not apply to, and approval of the Architectural Review Committee shall not be required for, any construction, installation, addition, alteration, repair, change, replacement or other work by, or on behalf of, the Declarant.

o. The approval required of the Architectural Review Committee pursuant to this section are in addition to, and not in lieu of, any approvals or permits which may be required under any federal, state or local law, statute, ordinance, rule or regulation, or under any other Recorded instrument. The Architectural Review Committee may condition its approval of any application, plans or other items submitted to it on delivery to the Architectural Review Committee of evidence satisfactory to the Architectural Review Committee that the Owner or other Person seeking its approval has also made appropriate applications for (and prior to commencing work shall have obtained) any and all such other approvals or permits. The Architectural Review Committee shall cooperate reasonably with any other approving authorities or entities, provided, however, that the Architectural Review Committee shall not be bound by any approvals, permits or other decisions of any other such approving authority or entity.

3.3 Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage, and no temporary buildings or structures of any

kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings, trailers or other structures may be used during the construction of Improvements as approved by the Architectural Review Committee and shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailers or other structures be maintained or kept on any property for a period in excess of twelve months.

3.4 Outbuildings; Sheds. Each Lot may contain up to one (1) accessory structure that is intended only to meet the storage needs which are incidental to the primary residence (i.e. a shed). The accessory building must be less than two hundred and fifty (250) square feet and match the appearance, building material (in appearance), and color of the primary dwelling. Otherwise, except for the primary Residence, the accessory structure, and as where prohibited by law, no Lot shall contain any buildings, sheds, outbuildings, shacks, secondary dwellings, trellises, cages or other structures.

3.5 No Short Term Vacation Rentals. No Residence may be leased or rented to any third party for any short-term “vacation” rental or other temporary occupancy arrangement. The Board may further define the meanings of “vacation” rental or other temporary occupancy arrangement in rules and regulations. This Section will not apply to the Declarant.

3.6 Tree Removal. An Owner may only cut trees on their property (a) reasonably necessary to construct the residence pursuant to plans submitted to and approved by the Architectural Review Committee, or (b) as otherwise approved by the Architectural Review Committee.

3.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or other property, and no odors, loud noises or loud music shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon or adjacent to any Lot or other property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of Improvements on a Lot or other property shall not be considered a nuisance or otherwise prohibited by this Declaration, but during construction periods, Lots and other property shall be kept in a neat and tidy condition, trash and debris shall not be permitted to accumulate, supplies of brick, block, lumber and other building materials shall be piled only in such areas as may be approved in writing by the Architectural Review Committee, and no loud music shall be permitted. In addition, any construction equipment and building materials stored or kept on any Lot or other property during the construction of Improvements may be kept only in areas approved in writing by the Architectural Review Committee, which may also require screening of the storage areas. The Architectural Review Committee in its sole discretion shall have the right to determine the existence of any such nuisance(s) from construction activities. The provisions of this Section shall not apply to construction activities of the Declarant.

3.8 Diseases and Insects. No Person shall permit any condition or thing to exist upon any Lot, or other property which shall induce, breed or harbor infectious diseases or noxious insects.

3.9 Repair of Building. No Residence, building, structure or other Improvement on any Lot or other property shall be permitted to fall into disrepair and each such Residence, building, structure and other Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any Residence, building, structure or other Improvement is damaged or destroyed, then, subject to the approvals required by Section 3.2, such Residence, building, structure or other Improvement shall be immediately repaired, rebuilt or demolished.

3.10 Antennas, Poles, Towers and Dishes. No television, radio, shortwave, microwave, satellite, flag or other antenna, pole, tower or dish shall be placed, constructed or maintained upon any Lot or other part of the Property unless such antenna, pole, tower or dish is fully and attractively screened or concealed so as not to be Visible From Neighboring Property, which means of screening or concealment shall be subject to the regulation and prior approval of the Architectural Review Committee. Notwithstanding the foregoing, the Architectural Review Committee may adopt a rule or regulation permitting an Owner or Occupant to install and maintain a flagpole upon the Owner's or Occupant's Lot, provided that the location and size of such flagpole (and the number and size of any flag(s) mounted thereon) may be regulated by the Architectural Review Committee and may, if so provided in such rule or regulation, be made subject to the prior approval thereof by the Architectural Review Committee. Nothing in this Section shall be deemed to prohibit the Declarant or Association from installing and maintaining flagpoles on, at or adjacent to Common Areas within the Project. Poles to which basketball backboards, goals and related equipment are affixed shall be governed by Section 3.29.

3.11 Mineral Exploration. No Lot or other property shall be used in any manner to explore for or to remove any oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind, except for the drilling, operation and maintenance of any water wells approved by the Declarant or Architectural Review Committee.

3.12 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot or other property except in sanitary, covered containers of a type, size and style which are approved by the Architectural Review Committee. Containers shall be maintained so as not to be Visible From Neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection, but in no event visible for more than 24 hours before collection and 24 hours after collection. All rubbish, trash or garbage shall be removed from Lots and other property and shall not be allowed to accumulate thereon. No outdoor incinerators shall be maintained and no outdoor burning will be allowed on any Lot or other property.

3.13 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible From Neighboring Property.

3.14 Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot or other property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Review Committee. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures for emergency purposes or incident to the construction of buildings or structures approved by the Architectural Review Committee. Notwithstanding the foregoing, utility meters and related panels and similar equipment may be placed on outside building walls exposed to view from a street in order to comply with any requirements, regulations, orders, conditions or specifications of any public, quasi-public or private utility or any governmental agency or body, provided that reasonable efforts shall be made to avoid placing any such meter, panel or other equipment on the outside front wall of a residence or other building facing the street running directly in front of such residence.

3.15 Overhead Encroachments. No tree, shrub or planting of any kind on any Lot or other property shall be allowed to overhang or otherwise to encroach upon any street, bicycle path or pedestrian way from ground level to a height of ten (10) feet without the prior approval of the Architectural Review Committee.

3.16 Health, Safety and Welfare. In the event additional uses, activities or facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Occupants, the Board may make rules restricting or regulating their presence in the Project as part of the Association Rules.

3.17 Residential Use and Trades or Businesses. All Lots and Residences shall be used, improved and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any Residence, except that an Owner or other Resident may conduct a business activity in a Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all applicable zoning ordinances or requirements; (c) the trade or business shall be conducted only inside the Residence or inside an accessory building or garage, and shall not involve the viewing, purchase, taking delivery of, shipping or storage of goods or merchandise at, to, from or in any Residence; (d) no more than twenty percent (20%) of the total floor area of the Residence shall be used for trade or business; and (e) the trade or business will not interfere with or impact the residential use or character of the Project. The terms “business” and “trade” as used in this Section shall be construed to have ordinary, generally accepted meanings, and may be further defined by the Board in the rules and regulations.

3.18 Animals. Except as otherwise provided in this section, no animal, livestock, poultry or fowl of any kind, other than a reasonable number of house pets, shall be maintained on or in any Lot and then only if they are kept or raised thereon solely as domestic pets and not for commercial purposes. Except as otherwise provided in this section, no structure for the care, housing or confinement of any pet shall be allowed outside any Residence. No house pets shall be permitted to make an unreasonable amount of noise or create a nuisance, and no pets may be kept on or in any Lot which, in the opinion of the Board, result in an annoyance

to other Owners or Occupants in the vicinity. All pets shall be leashed when not on property owned by the pet's owner or on which the pet's owner is a Resident or guest, and persons walking any pet shall promptly and properly remove and dispose of the pet's waste.

3.19 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot, except: (a) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures or other Improvements; (b) that which Declarant or the Association may permit or require for the development, operation and maintenance of the Project; and (c) that which is reasonably necessary for maintenance of landscaping and control of noxious plants and weeds.

3.20 Signs. No signs whatsoever (including, but not limited to commercial, political, "for sale," "for rent" and similar signs) which are Visible From Neighboring Property shall be erected or maintained on any Lot except (a) signs required by legal proceedings, including construction identification signs; (b) residence identification signs provided the size, color, content and location of such signs have been approved in writing by the Architectural Review Committee; and (c) one residential "for sale" sign not to exceed six square feet.

3.21 Further Property Restrictions.

a. No Lot, or portion thereof, shall be partitioned, subdivided or otherwise divided. Except for the rights granted to Declarant, no lot lines or boundaries may be modified, and no portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board. No Lot may be combined with any other Lot, except with the Board's written consent.

b. Except for an Amendment to this Declaration, no other covenants, conditions, restrictions, or easements shall be Recorded against any Lot, or portion thereof, without the prior written approval of the Board.

c. No applications for a plan amendment, rezoning, variances or use permits, or for waivers of or modifications to existing variances, use permits, zoning stipulations or similar restrictions, shall be filed with any governmental authority or agency without the prior written approval of the Board, and then only if such proposed zoning, variance or use, or waiver or modification, is in compliance with this Declaration.

d. No subdivision plat, easement, declaration of further covenants, conditions, restrictions or easements or other instrument which is to be Recorded and which is required by this section to be approved by the Board shall be effective unless the required approval is evidenced on such instrument by the signature of an authorized representative of the Board.

e. No site plan, subdivision plat, or further covenants, conditions, restrictions or easements, and no application for plan amendment, rezoning, variances or use permits shall be submitted to any governmental authority or agency unless the same has first been approved in writing by the Board as provided in this section; further, no changes or

modifications shall be made in any such documents, instruments or applications once the same have been approved by the Architectural Review Committee hereunder (whether requested by Lane County or otherwise) unless such changes or modifications have first been approved by the Architectural Review Committee in writing.

f. Notwithstanding the foregoing, the Declarant shall not be required to seek or obtain any of the approvals or consents otherwise required under this section as to any Lot or any portion of a Lot of which the Declarant holds an interest or in exercising the rights granted to Declarant under this Declaration. The Association, Owners and Members shall not to oppose, impede or interfere directly or indirectly with any application filed by Declarant to amend the comprehensive plan, rezone, partition, subdivide, develop or improve any Lot owned by the Declarant. The Association, Owners and Members acknowledge, consent and agree that any new Lots created by the Declarant may be made subject to this Declaration, and will have all of the rights, powers, privileges and responsibilities of other Lots.

3.22 Vehicles. In general, all Vehicles (as defined below) must be parked within a fully-enclosed garage. No Vehicles may be parked on the driveway of a Lot, except for a car, truck with a one-ton capacity or less, residential van, motorcycles, motorbikes, mopeds, mini-bikes, or motor scooter, and subject to the further restrictions required by the Association Rules. For purposes of this Section, the term “Vehicles” includes cars, trucks and vans of all sizes, motorcycles, motorbikes, mopeds, mini-bikes, motor scooters, all-terrain vehicles, off-road vehicles, motor homes, recreational vehicles, trailers, travel trailers, tent trailers, camper shells, detached campers, boats, boat trailers, mobile homes, or other similar machinery or equipment, whether motorized or not, whether wheeled or not and whether or not in operating condition. A temporary construction trailer may be placed and maintained on a Lot in connection with construction of Improvements on that Lot, if approved in writing by the Architectural Review Committee. Except for emergency repairs, no Vehicle shall be repaired, constructed or reconstructed on the Property except within a fully-enclosed garage, and no inoperable Vehicle may be stored outside of a garage. No Vehicle shall be parked on any roadway or street within or adjacent to the Property, except for temporary parking within parking areas designated by the Board, if any, by guests, service personnel or repair personnel. No Vehicle may be operated anywhere on the Property except on driveways and designated roadways.

3.23 Towing of Vehicles. The Board has the right, without notice, to have any Vehicle which is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle. Any expense incurred by the Association in connection with the towing of any Vehicle must be paid to the Association upon demand by the owner of the Vehicle. If the Vehicle is owned by an Owner or Occupant, any amounts payable to the Association will be secured by the Assessment Lien against that Owner’s or Occupant’s Lot, and the Association may enforce collection of those amounts in the same manner provided for in this Declaration for the collection of Assessments.

3.24 Variances. The Architectural Review Committee may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in this Article 3 if the Architectural Review Committee determines in its discretion that: (a) a restriction would create an unreasonable hardship or burden on an Owner or Occupant or a change of circumstances

since the recordation of this Declaration had rendered such restriction obsolete; and (b) the activity permitted under the variance will not have any substantial adverse effect on the other Owners and Occupants and is consistent with the high quality of life intended for residents of the Project.

3.25 Drainage. No Residence, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with or change the direction or flow of water in accordance with the drainage plans for the Project, or any part thereof, or for any Lot as shown on the drainage plans on file with the governing jurisdiction in which the Project is located. No Person will interfere with, obstruct or damage the Project's storm water system and infrastructure.

3.26 Garages and Driveways. The interior of all garages shall be maintained in a neat, clean and slightly condition. Garages shall be used only for parking vehicles and storage, and shall not be used or converted for living or recreational activities. Garage doors shall be kept closed at all times except to the limited extent reasonably necessary to permit the entry or exit of vehicles or persons.

3.27 Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning or evaporative cooling units or appurtenant equipment may be mounted, installed or maintained on the roof of any Residence or other building so as to be Visible From Neighboring Property.

3.28 Solar Collecting Panels or Devices. The Declarant recognizes the benefits to be gained by permitting the use of solar energy as an alternative source of electrical power for residential use. At the same time, the Declarant desires to promote and preserve the attractive appearance of the Property and the Improvements thereon, thereby protecting the value generally of the Property and the various portions thereof, and of the various Owners' respective investments therein. Therefore, subject to prior approval of the plans therefore by the Architectural Review Committee, solar collecting panels and other active solar devices may be placed, constructed or maintained upon any Lot within the Property so long as such solar collecting panels and devices are placed, constructed and maintained in such location(s) and with such means of screening or concealment as the Architectural Review Committee may reasonably deem appropriate to limit, to the extent possible, the visual impact of such solar collecting panels and devices when viewed from any street or Lot on the Property. This provision is intended to comply with the requirements of ORS 94.778, and shall be interpreted consistent with those requirements.

3.29 Basketball Goals or Play Structures. No basketball goal, backboard or similar structure or device, and no swing sets or other play structures, shall be placed or constructed on any Lot that is Visible From Neighboring Property without the prior written approval of the Architectural Review Committee (including, without limitation, approval as to appearance and location).

3.30 Storage Tanks. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot other than propane tanks reasonably necessary to fuel built-in propane fireplaces. Nothing herein shall be deemed to prohibit use or

storage upon any Lot of a ten (10) gallons or less propane or similar fuel tank used in connection with a normal residential barbecue or grill. Any tanks on the property must be kept in good condition and repair and stored such that they do not pose a fire hazard.

3.31 Exterior Lighting. Exterior lighting shall be permitted on a Lot only as approved in writing by the Architectural Review Committee. It is the intention of the Architectural Review Committee to minimize the number, wattage, screening, light pattern and visibility of all exterior lighting on each Lot to help maintain a dark nightscape and minimize light intrusion into other Lots. No lighting is allowed for outdoor recreational areas.

3.32 Noise. No Lot may create noise unreasonably offensive or disruptive to neighboring Lots, as determined by the Board in its sole discretion; provided that, Association has the right to limit excessive noise created on any Lot during any hours pursuant to the Association Rules, which may be more restrictive than otherwise allowed by this Declaration.

3.33 Agricultural Uses. No Lot may be used for any commercial or other agricultural uses, except a Lot may have a vegetable garden and orchard trees to provide fruits and vegetables for the residence located on that Lot. In all cases, all agricultural uses shall be kept pruned and neatly maintained in accordance with sound horticultural practices.

3.34 Firearms. Hunting and discharging firearms is prohibited on any Lot.

3.35 Electric Charging Station. Consistent with ORS 94.762, each Residence may be install a noncommercial electric charging station, subject to the prior review and authorization of the Architectural Review Committee subject to the Architectural Review Committee Rules.

3.36 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the construction, installation or maintenance by the Declarant, any Declarant Affiliate or any agents or contractors thereof, during the period of development, construction and sales in the Project, of Improvements, landscaping or signs deemed necessary, convenient or desirable by the Declarant, in its sole discretion, to the development or sale of property within the Project.

4. ARTICLE 4: EASEMENTS

4.1 Owners' Easements of Enjoyment.

a. Subject to the rights and easements granted to the Declarant in Section 4.3, each Owner, and each Occupant of such Owner's Lot, shall have a non-exclusive right and easement of enjoyment in, to and over the Common Area, which right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the provisions of this Declaration and the Association Rules.

(1) Except as otherwise provided in this Declaration, no dedication, transfer, mortgage or encumbrance of all or any portion of the Common Area shall be effective unless approved by Owners representing two-thirds (2/3) of the votes in each class of Association Members. Notwithstanding the preceding sentence or any other provision of this

Declaration to the contrary, the Association shall have the right, without the consent of the Owners or any other Person (except Declarant, whose consent shall be required during the Period of Declarant Control), to dedicate portions of the Common Area to the public, or grant easements over, under or through portions of the Common Area to the public, to any municipal or other governmental agency or entity, or to any public, quasi-public or private utility company, for use as right-of-way, for utilities, for public landscape purposes and the like, as may be required or requested by any governmental agency or entity having jurisdiction, or by a public, quasi-public or private utility company.

(2) The Association shall have the right to regulate the use of the Common Area through the Association Rules (which may include, without limitation, the adoption and implementation of a reservation system for such portions of the Common Area, or Improvements or amenities thereon, as the Board deems appropriate) and to prohibit access to such portions of the Common Area not intended for use.

(3) The Declarant and the Association shall each have the right to grant easements or licenses to developers or other Persons for the construction of Improvements on the Common Area, and the Declarant and the Association shall each have the right to grant ingress and egress easements over the streets and roads in the Project to Persons who are not Members of the Association.

b. The Board shall have the right to limit the number of users of the Common Area at any one time and may restrict the use of the Common Area to certain specified times.

4.2 Easements for Ingress and Egress. There are hereby created easements for ingress and egress for pedestrian and bicycle traffic over, through and across paths, walks and lanes that from time to time may exist upon the Common Area. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such roadways as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Occupants of the Lots and their guests, families, tenants and invitees. The use of such easements are subject to reasonable, non-discriminatory Association Rules. In addition, all Common Areas and all private streets, private roadways, private driveways and private parking areas within the Project may be used as reasonably necessary by police, fire, medical and other emergency vehicles and personnel. The Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of any governmental body or agency having jurisdiction).

4.3 Declarant's Use and Easements.

a. The Declarant shall have the right to place and maintain on the Common Area and any Lots or other property within the Project such advertising signs owned or controlled by Declarant in such number, size and locations as the Declarant deems appropriate for the marketing and sales of Lots or other property in the Project.

b. The Declarant shall have the right and an easement on and over the Common Area to construct all Improvements the Declarant may deem necessary and to use the Common Area and any Lots and other property owned by the Declarant for construction or renovation related purposes.

c. The Declarant shall have the right and an easement upon, over and through the Common Area as may be reasonably necessary for the purpose of exercising the rights granted to or reserved by the Declarant in this Declaration.

4.4 Easement in Favor of Association. The Lots and Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

a. For inspection during reasonable hours of the Lots and Common Area in order to verify the performance by Owners or other Persons of all items of maintenance and repair for which they are responsible;

b. For inspection, maintenance, repair and replacement of portions of the Common Area accessible only from such Lots;

c. For correction of emergency conditions on one or more Lots or on portions of the Common Area accessible only from such Lots;

d. For the purpose of enabling the Association, the Board, the Architectural Review Committee or any other committees appointed by the Board to exercise and discharge during reasonable hours their respective rights, powers and duties under the Project Documents;

e. For inspection during reasonable hours of the Lots in order to verify that the Owners and Occupants, and their guests, tenants and invitees, are complying with the provisions of the Project Documents.

5. ARTICLE 5: THE ASSOCIATION; ORGANIZATION; ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 Formation of Association. The Association shall be an Oregon nonprofit mutual benefit corporation, charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws, this Declaration, the Oregon Planned Community Act and, to the extent not inconsistent the Oregon Planned Community Act, the Oregon Nonprofit Corporation Act. In the event of any conflict or inconsistency between this Declaration, the Articles, Bylaws, Association Rules or Architectural Review Committee Rules, this Declaration shall control, followed by the Articles, the Bylaws, and then the Association Rules. Upon any corporate dissolution of the Association, voluntary or involuntary, it shall automatically continue as an unincorporated association of the same name. The successor unincorporated association has all of the assets, property, powers and obligations of the Association existing immediately prior to dissolution; is governed by the Bylaws, Declaration, and, to the greatest extent possible,

the Articles; and will be served by the board of directors and officers that served immediately prior to dissolution.

5.2 Governing Documents. The Association and the Association Members will be governed by and bound by the Declaration and Bylaws. The Declaration and Bylaws, and any amendments or modifications thereto, shall be recorded in Lane County Deeds and Records.

5.3 Governing Board and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. Unless the Project Documents specifically require the vote or written consent of the Association Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Board may appoint various committees at its discretion. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Common Area. The Board shall determine the compensation to be paid to any such manager. During the Period of Declarant Control, the Declarant will appoint the members of the Board and the officers of the Association.

5.4 Association Rules. The Board may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations (the "Association Rules") pertaining to: (a) the management, operation and use of the Common Area including, but not limited to, any facilities situated upon the Common Area; (b) traffic and parking restrictions within the Project; (c) minimum standards for any maintenance of Common Areas and Lots within the Project; or (d) any other subject within the jurisdiction of the Association.

5.5 Personal Liability. No member of the Board, the Architectural Review Committee or any other committee of the Association, no officer of the Association and no manager or other employee of the Association, acting in good faith, shall be personally liable to any Association Member, or to any other Person including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any member thereof, the Architectural Review Committee or any member thereof, the manager, any representative or employee of the Association, any officer of the Association or any member of any other committee of the Association; provided, however, the limitations set forth in this Section do not apply to intentional misconduct.

5.6 Indemnification of Association Officials. To the fullest amount allowed by law, the Association shall indemnify each and every director and officer of the Association, each and every member of the Architectural Review Committee, and each and every member of any committee appointed by the Board (including, for purposes of this Section, former officers and directors of the Association, former members of the Architectural Review Committee, and former members of committees appointed by the Board) (collectively, "Association Officials" and individually an "Association Official") against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon an Association Official in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an Association Official, unless the liability for such expenses arises out of his or her own intentional misconduct. No Association Official shall have any personal liability

with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Association (except indirectly to the extent that such Association Official may also be an Association Member of the Association and therefore subject to Assessments hereunder to fund a liability of the Association), and the Association shall indemnify and forever hold each such Association Official free and harmless from and against any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Association Official may be entitled. If the Board deems it appropriate, in its sole discretion, the Association may advance funds to or for the benefit of any Association Official who may be entitled to indemnification hereunder to enable such Association Official to meet on-going costs and expenses of defending himself or herself in any action or proceeding brought against such Association Official by reason of his or her being, or having been, an Association Official. In the event it is ultimately determined that an Association Official to whom, or for whose benefit, funds were advanced pursuant to the preceding sentence does not qualify for indemnification pursuant to this Section or otherwise under the Articles, Bylaws or applicable law, such Association Official shall promptly upon demand repay to the Association the total of such funds advanced by the Association to him or her, or for his or her benefit, with interest (should the Board so elect) at a rate not to exceed ten percent (10%) per annum from the date(s) advanced until paid.

5.7 Implied Rights. The Association may exercise any right or privilege given to the Association expressly by the Project Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Project Documents or reasonably necessary to effectuate any such right or privilege.

5.8 Membership in the Association. Every Owner of a Lot which is Assessable Property shall be an Association Member, and the Declarant shall be an Association Member so long as it owns any part of the Project. There shall be one Association Membership for each Lot, which Association Membership shall be held jointly by all Owners of that Lot.

5.9 Votes in the Association. Until the expiration or termination of the Period of Declarant Control, the Association will have two classes of Association Members, Class A and Class B. During the Period of Declarant Control; (b) the Declarant is the Class B Association Member, and is a voting member; (c) all Owners other than Declarant are Class A Association Members, and they are nonvoting members, except as otherwise provided in this Declaration or as required by law. All matters coming before the Association for vote shall be decided by the vote of the Declarant, as the sole Class B Association Member. Following the Period of Declarant Control, all Class B Association Memberships and all Class B votes shall cease to exist, the Association will have a single class of Association Members, all Association Members will be voting members, there will be one vote to each Lot and any issue put to a vote at a duly called meeting of Association Members at which a quorum is present shall be decided by a simple majority of all votes represented in person or by valid proxy at such meeting, except where a larger vote is required by a Project Document or by law.

5.10 Voting Procedures. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded; the Board has been given written notice of such change and has been provided satisfactory

evidence thereof. The vote for each Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one Person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Association Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he, she or it was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made in writing before the vote is cast or in writing or orally at the time the vote is cast. In the event more than one Owner attempts to cast the vote or votes for a particular Lot and such votes are contrary in nature, the vote or votes for that Lot shall be deemed void and shall not be counted. After the Period of Declarant Control, the presence, in person or by proxy, of one-third of the votes entitled to be cast will constitute a quorum of Association Members.

5.11 Transfer of Association Membership. The rights and obligations of any Association Member other than the Declarant shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Each Purchaser of a Lot shall notify the Association of his, her or its purchase of a Lot.

5.12 Architectural Review Committee.

a. The Association shall have an Architectural Review Committee to perform the functions assigned to it as set forth in this Declaration; provided that, at any time when there are insufficient members on the Architectural Review Committee, the Board shall act as the Architectural Review Committee. During the Period of Declarant Control, the Architectural Review Committee shall consist of at least one (1) regular member who shall be appointed by, and serve at the pleasure of, the Declarant. Declarant hereby appoints [REDACTED] as the regular member. After the Period of Declarant Control, the Architectural Review Committee shall consist of such number of regular members as the Board may deem appropriate from time to time (but in no event less than three (3) nor more than five (5) regular members), each of whom shall be appointed by, and serve at the pleasure of, the Board. The Declarant may at any time voluntarily surrender in writing its right, as the Declarant, to appoint and remove the members of the Architectural Review Committee pursuant to this Section, and in that event the Declarant may require, for so long as the Declarant owns any Lot or other property within the Project, that specified actions of the Architectural Review Committee, as described in a Recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

b. The Architectural Review Committee may promulgate architectural design guidelines and standards, including, but not limited to, color palettes and plant materials to be used in rendering its decisions. The decision of the Architectural Review Committee shall be final on all matters submitted to it pursuant to this Declaration. In the event of any conflict between this Declaration and any design guidelines adopted by the Architectural Review Committee, this Declaration shall control.

c. Neither the Association, the Board, nor the Architectural Review Committee, nor any of the members of any of them, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Further, the design and construction of any Improvement shall be the sole responsibility of the Owner and any recommendation, requirement or condition with respect to any plans or specifications or the means or method of construction made by the Architectural Review Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement, nor shall it give rise to any claim by anyone against the Association, the Board or the Architectural Review Committee or any member of any of them for any defect in design or construction of any Improvement.

6. ARTICLE 6: COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

6.1 Creation of Lien and Personal Obligation of Assessments. The Owner of each Lot, other than the Declarant, covenants and agrees to pay Assessments to the Association in accordance with this Declaration. All Assessments shall be established and collected as provided in this Declaration. The Assessments, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys' fees, incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not suit is filed, shall also be the personal obligation of each Person who was an Owner of the Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them (unless title is transferred to one or more such successors for purposes of avoiding payment of any Assessment or is transferred to a Person controlling, controlled by or under common control with the Owner transferring title), but the lien created by this Declaration against the applicable Lot shall continue to secure payment of such delinquent Assessment (including, but not limited to, any and all interests and late charges) until the same are fully paid.

6.2 Annual Assessment. In order to provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform its duties and obligations under the Project Documents, the Board shall assess an Annual Assessment against each Lot which is Assessable Property for each Assessment Period. The Board shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give prior notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment. If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are, or will become, inadequate to meet all Common Expenses for any reason, including, without limitation, nonpayment of Assessments by Association Members, it may increase the Annual Assessment for that Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board.

6.3 Rate of Assessment. The amount of the Annual Assessment against each Lot shall be the amount needed to reach the budget of the Association for the applicable Assessment Period divided by the total number of Lots then in the Association. If the rate of assessment for any Lot changes during any Assessment Period, the Annual Assessment attributable to such Lot shall be prorated between the applicable rates upon the basis of the number of days in the Assessment Period that the Lot was assessed under each rate.

6.4 Reserve Assessments.

a. The Declarant shall, on behalf of the Association conduct an initial reserve study and prepare an initial maintenance plan for the Common Areas. The Association will update and review the reserve study and the maintenance plan from time to time, as determined by the Board.

b. The Declarant shall, on behalf of the Association, establish a reserve account to fund major maintenance, repair or replacement of the Common Areas which will normally require major maintenance, repair or replacement, in whole or in part, in more than one and less than 30 years; for exterior painting if any Common Area includes exterior painted surfaces; for other items, whether or not involving Common Area, if the Association has the responsibility to maintain the items; and for any other items required by the Declaration or Bylaws. The reserve account does not need to include reserves for items that can reasonably be funded from the general budget or other funds or accounts of the Association; or for items which one or more, but less than all, Owners are responsible for maintaining and replacing under the provisions of the Declaration or Bylaws.

c. Reserve Assessments will be levied on each Lot which is Assessable Property annually or less often based on the amount that is needed, as determined by the Board after reviewing a reserve study, and to reserve for other items deemed necessary or appropriate by the Board, to fund the reserve account for the year. Except as provided in this section, if assessed in a year, Reserve Assessments are payable along with the Annual Assessment, and the Board will follow the same procedure for notifying and levying the Reserve Assessment as they follow for the Annual Assessment.

d. Unless the Board determines that the reserve account will be adequately funded for the following year, as determined pursuant to the requirements of the PCA, the Board or Owners may not vote to eliminate funding a reserve account required under this section or under the declaration or bylaws except as provided in the following sentence. Following the turnover meeting after the end of the Period of Declarant Control, on an annual basis, the Board, with the approval of all Owners, may elect not to fund the reserve account for the following year.

6.5 Special Assessments. The Association may levy against each Lot which is Assessable Property, in any Assessment Period, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Area, including fixtures and personal property related thereto, not covered in the Association budget or by the reserve account, including emergencies or other unexpected events, provided that any Special Assessment receives the assent of fifty

percent (50%) of the votes of all Owners, including Declarant (and without regard to any weighted voting rights otherwise afforded to Declarant), represented in person or by valid proxy at a regular annual meeting of the Association or at a meeting of Association Members duly called for such purpose.

6.6 Assessment Period. The period for which the Annual Assessments and Reserve Assessments are to be levied (the “Assessment Period”) shall be the calendar year. The Board in its sole discretion from time to time may change the Assessment Period.

6.7 Rules Regarding Billing and Collection Procedures. Annual Assessments and Reserve Assessments shall be collected on a quarterly basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration. The failure of the Association to send a bill to an Association Member shall not relieve any Association Member of his liability for any Assessment or charge under this Declaration, but no interest, late charge or costs of collection will accrue and the Assessment Lien therefore shall not be foreclosed or otherwise enforced until the Association Member has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period; successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

6.8 Effect of Nonpayment of Assessments; Remedies of the Association.

a. Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due, shall be deemed delinquent, and the Owner shall be required to pay: (a) reasonable costs of collection, including reasonable attorney’s fees; (b) a reasonable late charge not to exceed ten percent (10%) of the delinquent Assessment; and (c) interest on all sums imposed under this section at an annual percentage rate not to exceed the lesser of twelve percent (12%) or the maximum rate allowed by law, commencing thirty (30) days after the Assessment was due.

b. The Association shall have a lien on each Lot for all Assessments levied against the Lot and for all other fees and charges payable to the Association by the Owner of the Lot pursuant to this Declaration. Recording of this Declaration constitutes record notice and perfection of the Assessment Lien. The Association may, at its option, Record a notice of lien setting forth the name of the delinquent Owner as shown in the records of the Association, the legal description or street address of the Lot against which the notice of lien is Recorded and the amount claimed to be past due as of the date of the Recording of the notice, including interest, lien recording fees and reasonable attorneys’ fees.

c. The Assessment Lien shall have priority over all liens or claims except for (a) tax liens for real property taxes; (b) assessments in favor of any municipal or other governmental body or assessment district; and (c) the lien of any First Mortgage.

d. The Association shall not be obligated to release any Recorded notice of lien until all delinquent Assessments, interest, lien fees, reasonable attorneys' fees, court costs, collection costs and all other sums payable to the Association by the Owner of the Lot have been paid in full.

e. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien fees, reasonable attorneys' fees and any other sums due to the Association in any manner allowed by law including, but not limited to: (a) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien securing the delinquent Assessments; or (b) enforce the Assessment Lien against the applicable Lot by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

f. Notwithstanding all other provisions contained in Section 6.7, no lien created hereunder, nor any breach of the terms and provisions of this Declaration, nor the enforcement of any term or provision hereof, shall defeat or render invalid the rights of any First Mortgagee under any recorded First Mortgage upon a Lot made in good faith and for value; provided that after such First Mortgagee or other person or entity obtains title to such Lot by judicial or nonjudicial foreclosure, such Lot or parcel shall remain subject to this Declaration and the payment of Assessments which become due subsequent to the date of taking title.

6.9 Evidence of Payment of Assessments. Upon receipt of a written request by an Association Member or any other Person with an interest in a Lot, the Association, within a reasonable period of time thereafter, shall issue to such Association Member or other Person a written certificate stating: (a) that all Assessments, interest and other fees and charges have been paid with respect to any specified Lot as of the date of such certificate; or (b) if all Assessments have not been paid, the amount of such Assessments, interest, fees and charges due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matters therein stated as against any bona fide Purchaser of, or lender on, the Lot in question.

6.10 Purposes for Which Association's Funds May be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Owners and Occupants by devoting said

funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Owners and the Occupants, and to the establishment and funding of reasonable reserves for replacements and contingencies. The Owners acknowledge that not all Common Areas, including the Project's storm water system, will be used, directly or indirectly, by all Owners or Occupants equally or at all, but that all Owners benefit from the maintenance of the Commons Areas and the Association complying with its obligations in preserving the value, and that nonuse or minimal use of any Common Areas or other rights or privileges of the Association does not excuse any Owner from paying all Assessments in full when due.

6.11 Surplus Funds; Association Profits. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes. Any Association profits or profits generated from the Common Areas or other property owned by the Association will be retained by the Association.

6.12 Transfer Fee. Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as is established from time to time by the Board. The transfer fee is waived for any Purchaser of a Lot from Declarant.

6.13 Notice and Quorum for Meetings to Consider Special Assessments and Certain Increases in Annual Assessments. Notwithstanding any other provision hereof or of the Articles, Bylaws or Association Rules, written notice of any special meeting called for the purpose of approving the establishment of any Special Assessment shall be sent to all Association Members not less than thirty (30) days nor more than sixty (60) days prior to the date of said meeting. At the first meeting thus called to consider the particular Special Assessment, a quorum shall consist of sixty percent (60%) of the votes in each class of Association Members (whether represented in person or by valid proxy), provided, however, that if a quorum, as so determined, is not present at said first meeting, a second meeting may be called (subject to the same notice requirements as set forth above) to consider the same issue, and a quorum at said second meeting shall be one-half (1/2) of the required quorum at the first meeting, as described above. Such second meeting may not be held more than sixty (60) days after the first meeting.

7. ARTICLE 7: MAINTENANCE

7.1 Common Area.

a. The Association, or its duly delegated representative, shall manage, maintain, repair and replace the Common Area and all Improvements located thereon

(subject to Section 7.2), except the Association shall not be obligated to maintain areas which any governmental entity or any utility company is maintaining or is obligated to maintain.

b. The Board shall be the sole judge as to the appropriate maintenance of all Common Area and other properties maintained by the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of said properties shall be taken by the Board or by its duly delegated representative.

7.2 Lot Owner Responsibility. Except as otherwise provided in this Declaration, each Owner of a Lot shall be responsible for maintaining, repairing or replacing his, her or its Lot, and all buildings, landscaping or other Improvements situated thereon, except for any portion of the Lot which is Common Area. All buildings, landscaping and other Improvements shall at all times be kept in good condition and repair, and, where applicable, constituent with the requirements of this Declaration. Each Owner will ensure that plants on the Owner's Lot do not obstruct vision clearance areas, including internal inspections or intersections with public streets, and do not interference with pedestrian or bicycle access.

7.3 Landscaping. All landscaping on the Common Areas shall be installed, maintained and replaced by the Association. Specifically, as required by the conditions of approval for the Project, the Association will maintain the Common Area landscaping so plants do not obstruct vision clearance areas, including internal inspections or intersections with public streets, and do not interference with pedestrian or bicycle access. The Owners of each Lot shall install, maintain and replace the landscaping on their Lot, in accord with the following requirements:

a. All landscaping must be installed in accordance with plans approved in writing by the Architectural Review Committee and the Architectural Review Committee shall have the right to require certain minimum landscaping requirements. Notwithstanding anything to the contrary herein, portions of a Lot may be maintained with natural ground cover and growth as permitted by the Architectural Review Committee.

b. The Owner of a Lot shall properly maintain and keep properly cultivated, and free of trash, weeds and other unsightly material, all plantings located on: (a) his, her or its Lot; and (b) any public or private right-of-way or easement area which crosses, abuts or adjoins the Owner's Lot (unless otherwise directed by the Board); provided, however, that such Owner shall not be responsible for maintenance of any area over which any municipality or other governmental agency or entity having jurisdiction over such property assumes and maintains responsibility. For purposes of this Section 7.3, proper maintenance includes, without limitation, removal and replacement of dead or dying plants (subject to Section 3.6 for trees), and is subject to the Association Rules.

c. If landscaping and an irrigation system are not installed or maintained on a Lot in the manner as required by this Declaration, the Association shall have the right, but not the obligation, to enter upon such Lot to install, maintain or replace such landscaping improvements as the Association deems appropriate (together with an irrigation system sufficient to adequately water the same), and the cost of any such installation, maintenance or replacement shall be paid to the Association by the Owner of the Lot, upon

demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

7.4 Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance or repair of the Common Area or any other area maintained by the Association is caused through the willful or negligent act of any Association Member, or the Association Member's family, tenants, guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which such Association Member and the Association Member's Lot is subject to and shall be secured by the Assessment Lien. Any charges or fees to be paid by the Owner of a Lot pursuant to this Section in connection with a contract entered into by the Association with an Owner for the performance of an Owner's maintenance responsibilities shall also become a part of such Assessment and shall be secured by the Assessment Lien.

7.5 Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Project Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said 14-day period the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such corrective action as it deems appropriate to be taken and the cost thereof shall be added to and become a part of the Assessment to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien. The Board shall grant reasonable extensions for Owner to complete the corrective action provided Owner is prevented from completing the corrective action due to circumstances beyond the reasonable control of Owner, and further provided that Owner makes a continuous good faith effort to take the corrective action. In no event shall the total of any and all extensions exceed ninety (90) days.

7.6 Walls and Fences. Walls and fences on a Lot shall be prohibited unless expressly authorized in writing by the Architectural Review Committee. In the event that any walls or fences are allowed to be constructed on a Lot, they shall be maintained, repaired and replaced by the Owner of such Lot.

8. ARTICLE 8: INSURANCE

8.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

a. If the Common Areas contain any insurable improvements, Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided however, that the total amount of insurance shall not be less than one hundred percent (100%) of the current replacement cost of the insured property (less reasonable deductibles), exclusive of the land, excavations, foundations and other items normally excluded from a property policy;

b. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area and other portions of the Project which the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;

c. Workmen's compensation insurance to the extent necessary to meet the requirements of applicable law; and

d. Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners.

8.2 Each insurance policy purchased by the Association shall, to the extent reasonably available, contain the following provisions:

a. The insurer issuing such policy shall have no rights of subrogation with respect to claims against the Association or its agents, servants or employees, or with respect to claims against Owners or Occupants;

b. No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or adversely affect recovery on the policy;

c. The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners, Occupants or Mortgagees;

d. A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of the negligent acts of the Association or other Owners or Occupants;

e. Statement naming the Association as the insured;

f. For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify any Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

8.3 Certificates of Insurance. An insurer which has issued an insurance policy under this Article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner or Mortgagee. Any cost charged by the insurer to issue a certificate or a memorandum of insurance requested by any Owner or Mortgagee shall be paid for by the Owner or Mortgagee. Any insurance obtained pursuant to this Article shall not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association and to each Owner and each Mortgagee to whom certificates of insurance have been issued.

8.4 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Declaration shall be included in the budget of the Association and shall be paid by the Association.

8.5 Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association, the loss shall be adjusted with the Association, and the insurance proceeds shall be payable to the Association and not to any Mortgagee. Subject to the provisions of Section 8.6, the proceeds shall be disbursed for the repair or restoration of the damage to the Common Area.

8.6 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (b) Owners representing at least eighty percent (80%) of the total votes in the Association vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either: (i) be retained by the Association as an additional capital reserve; or (ii) be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Association Members representing more than fifty percent (50%) of the votes in the Association.

9. ARTICLE 9: DECLARANT RIGHTS.

9.1 Building Improvements. Declarant may, but is not obligated to, add any Improvements to any Lots or Common Areas that Declarant deems necessary or desirable, even if the improvements are not described in this Declaration.

9.2 Disclaimer of Representations. Except as expressly contained in this Declaration, nothing which may be represented to a purchaser by real estate brokers, salesmen or others representing the Declarant shall be deemed to create any covenants, requirements or restrictions, implied or express, with respect to any property subject to this Declaration.

9.3 Special Declarant Rights. In addition to any other rights granted to Declarant by this Declaration, the Declarant:

a. Has administrative control of the Association through the Period of Declarant Control, including the right to appoint the members of the Board and the officers of the Association;

b. Has the sole voting rights in the Association through the Period of Declarant Control, subject to the statutory rights of the Owners;

c. Has the right to convert any lots or other property owned by Declarant into Common Area, or to grant easements to the Association; and

d. Has the right to construct roadways, underground utilities, and other improvements on the Common Area or any Lots.

10. ARTICLE 10: GENERAL PROVISIONS

10.1 Enforcement. The Declarant, the Association and/or any Owner of a Lot shall have the right to enforce, by proceedings at law or in equity, all of the Project Documents, as currently exist or as hereafter may be amended, including the right to prosecute a proceeding, at law or in equity, against the person or persons who have violated, or are attempting to violate, any of the Project Documents, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

10.2 Nuisance. The result of every act or omission whereby any of the Project Documents are violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance shall be applicable against every such result and may be exercised by Declarant, the Association, any Owner and their respective successors in interest.

10.3 Cumulative Remedy. The remedies herein provided for breach of the Project Documents shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

10.4 Waiver. The failure by Declarant, the Association or any Owner to enforce the any of the Project Documents shall not constitute a waiver of the right to enforce the same thereafter.

10.5 Term; Method of Termination. Unless terminated in accordance with this Section, this Declaration (as amended from time to time pursuant to the provisions of this Declaration, if applicable) shall run with the land, and shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, assigns and grantees, for a term of fifty (50) years from the date this Declaration is Recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each. If allowed by law, this Declaration may be terminated at the end of a term if such termination is first approved by the affirmative vote or written consent, or any combination thereof, of Association Members holding ninety percent (90%) or more of the votes in the Association. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a Certificate of Termination, duly signed by

the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to applicable law.

10.6 Amendments.

a. Subject to any restrictions in this Declaration, this Declaration may only be amended by the written approval or the affirmative vote, or any combination thereof, of Association Members holding not less than seventy-five percent (75%) of the votes in the Association without regard to any weighted voting rights to any Person, but the Declarant will be entitled to cast the vote for any Lot owned by the Declarant. Amendments to this Declaration may be proposed by the Board, by the Declarant or by the Owners of two or more Lots. An amendment under this section may not change the boundaries of any Lot, any uses to which any Lot is restricted, the method of determining the liability for common expenses, the method of determining the right to common profits, the method of determining voting rights of any Lot, or any rights afforded to any individual Lot, unless the Owners of the affected Lots unanimously consent to the amendment.

b. Either the Board or the Declarant may amend this Declaration during the Period of Declarant Control, without obtaining the approval or consent of any Owner, Mortgagee or other Person, in order to conform this Declaration to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project or the Project Documents is required by law or requested by the Declarant.

c. During the Period of Declarant Control, and thereafter for as long as the Declarant or any Declarant Affiliate owns any interest in any Lot or other portion of the Property, no amendment to this Declaration shall be effective unless approved in writing by the Declarant (or unless the Declarant expressly waives in writing its right to approve such amendments).

d. Except as provided below, any amendment to the Declaration shall be signed by the President and Secretary of the Association and shall be recorded in the Lane County Deeds and Records. Any such amendment shall certify that the amendment has been approved as required by this Section. Any amendment made by the Declarant pursuant to subsection (b) above shall be executed by the Declarant and shall be recorded in the Lane County Deeds and Records.

e. Notwithstanding any other provision of this Declaration to the contrary, no provision of this Declaration (including but not limited to, this Section) which grants to or confers upon the Declarant or upon any Declarant Affiliate any rights, privileges, easements, benefits or exemptions (except for rights, privileges, easements, benefits, or exemptions granted to or conferred upon Owners generally) shall be modified, amended or revoked in any way, so long as the Declarant or any Declarant Affiliate owns any portion of or interest in the Property, without the express written consent of the Declarant.

10.7 Interpretation. In interpreting this Declaration, (i) headings and captions are for convenience only and are not to be used in the interpretation of this Declaration nor a limitation on the scope of the particular paragraph to which each refers; (ii) the term “including” is always deemed to mean “including, without limitation”; and (iii) wherever the context of this Declaration may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

10.8 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and maintenance of the Project.

10.9 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

10.10 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

10.11 Laws, Ordinances and Regulations.

a. The covenants, conditions and restrictions set forth in this Declaration and the provisions requiring Owners and other Persons to obtain the approval of the Board or the Architectural Review Committee with respect to certain actions are independent of the obligation of the Owners and other Persons to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or any other Person from the obligation also to comply with all applicable laws, ordinances and regulations.

b. Any violation of any state, county, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement proceedings set forth herein.

10.12 References to this Declaration in Deeds. Deeds to and instruments affecting any Lot or any other part of the Project may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other Person claiming through any instrument and his, her or its heirs, executors, administrators, successors and assigns.

10.13 Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, the Project Documents or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified in the Project Documents or in the resolution of the Board, or unless otherwise required by law, such notice requirement shall be deemed satisfied if notice of such action, proposed action or meeting is: (a) sent by United States mail to the last known mailing address of the Owner or Resident (as applicable), as shown in the records of the Association; or (b) if no such mailing address is

reflected on the records of the Association, then sent by United States mail to the mailing address of the Lot (as applicable) if, at the time, there is a Residence situated thereon; or (c) if there is no such mailing address reflected in the records of the Association and there is then no Residence situated on the applicable Lot, then sent or given in whatever reasonable manner the Board may elect, which may include, without limitation, publishing the same in any newspaper in general circulation Lane County, Oregon. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other reasonable and appropriate manner.

10.14 Notices to Association or Architectural Review Committee. All notices to the Association or the Architectural Review Committee shall be sent by United States mail to the address shown in the records of the Association:

10.15 Attorney's Fees. In the event any attorney is employed by either party to this Declaration with regard to any legal action, arbitration or other proceeding brought by either party for the enforcement or interpretation of this Declaration, or because of any alleged dispute, breach, default or misrepresentation with any provisions of this Declaration, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred at trial and upon appeal, in addition to any other relief to which it may be entitled.

10.16 No Partition. No Person acquiring any interest in the Property or any part thereof shall have a right to, nor shall any person seek, any judicial partition of the Common Area, nor shall any Owner sell, convey, transfer, assign, hypothecate or otherwise alienate all or any of such Owner's interest in the Common Area or any funds or other assets of the Association except in connection with the sale, conveyance or hypothecation of such Owner's Lot (and only appurtenant thereto), or except as otherwise expressly permitted herein. This Section shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring or disposing of title to real property (other than disposition of title to the Common Area, which shall be subject to Section 4.1) which may or may not be subject to this Declaration.

10.17 Number of Days. In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays and federal holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday or legal federal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal federal holiday.

10.18 Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Occupant of any restriction or provision of the Project Documents. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Occupant; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Occupant to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Occupant, and to any subsequent purchaser of

the Lot, that there is such a violation. If, after the Recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists.

10.19 Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither the Declarant nor any Declarant Affiliate makes any warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant or by any Declarant Affiliate is or will be subjected to this Declaration, or that any such real property (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While neither the Declarant nor any Declarant Affiliate believes that any of the restrictive covenants contained in this Declaration is or may be invalid or unenforceable for any reason or to any extent, neither the Declarant nor any Declarant Affiliate makes any warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant and all Declarant Affiliates harmless therefrom.

[DECLARANT SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

STONEFIELD INVESTMENTS, LLC

STATE OF OREGON)
) ss.
County of Lane)

This Declaration was acknowledged before me on the ____ day of _____, 2019 by _____, as the _____ of Stonefield Investments, LLC, on behalf of the company.

(Notary Public)

My commission expires:

EXHIBIT A

Legal Description of the Property