

Charbonneau Covenants, Conditions, and Restrictions for Charbonneau Country Club

Charbonneau, the Village at Wilsonville

Clackamas County, Oregon

The following shall constitute the Covenants, Conditions, and Restrictions for Charbonneau Country Club, Clackamas County, Oregon.

The undersigned hereby declare that the real property described on Exhibit "A" attached hereto and made a part hereof shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, conditions, and reservations shall constitute covenants which run with the land and shall be binding upon all persons claiming under them and also these conditions, covenants, restrictions, easements, and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein.

Article I: Definitions

Section 1. "Club" shall mean and refer to Charbonneau Country Club, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

Section 2. "Said Property" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Club by recorded declarations in the manner hereinafter set forth.

Section 3. "Common Area" shall mean all real property, and appurtenances thereto, now or hereafter owned, leased, or otherwise controlled by the Club for the common use and enjoyment of the members of the Club.

Section 4. "Residence Locations" shall mean and refer to any separately designated parcel of land upon which a residence can be or has been constructed.

Section 5. "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be, and the patios, porches, or steps annexed thereto or its equivalent as defined in Article VI, Section 3 (a) and (b).

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Club.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of all or any part of said property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Willamette Factors, Inc., an Oregon Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped residence location or building from the Declarant for the purpose of development.

Article II. Annexation of Additional Property

Real property in addition to that described on Exhibit "A" may be subject to the jurisdiction of the Club, by Declarant recording in the Clackamas County, Oregon Deed of Records a declaration of its intention to cause such property to become subject to the jurisdiction of the Club, whereupon automatically it shall be included in any reference herein to "said property" or "said properties."

If within five years from the date of this document any of the owners of residence locations located within the hereinafter described plats wish to join this Club and subject their residence locations to the jurisdiction of the Club, they may do so without the consent of the existing members and without paying any assessments previously assessed by the Club, by executing and recording a document in the Clackamas County, Oregon Deed Records declaring their intention to cause such property to become subject to the jurisdiction of the Club. Charbonneau, The Village at Wilsonville; Charbonneau II, The Village at Wilsonville; Charbonneau III, The Village at Wilsonville; Charbonneau IV, the Village at Wilsonville; Charbonneau V, the Village at Wilsonville, Clackamas County, Oregon.

Section 1. Within twelve (12) years of the date of this instrument, additional lands may be annexed by Declarant without consent of the members.

Section 2. After the twelfth anniversary of this instrument, annexation of additional property shall require the

assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy (except as provided in Section 3 below) and the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy at a meeting of the Club duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting, setting forth the purpose thereof.

Section 3. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required quorum at the preceding meeting.

Article III. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any residence location which is subject by covenants of record to assessment by the Club, including contract Sellers, shall be a proprietary member of the Club. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any residence location which is subject to assessment by the Club. Ownership of such residence locations shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate when such ownership shall terminate or be transferred.

Each lessee, renter, or other occupant of a residence within said property not eligible for a proprietary membership, but who satisfies the conditions of the Bylaws of the Club and of these conditions, covenants, and restrictions shall be an associate member which status shall continue in effect during such period as the associate member shall be an authorized non-proprietary tenant of a resident within said property. Associate membership shall carry all of the rights and privileges and shall be subject to all obligations and responsibilities of proprietary membership except the right to vote. At any time an associate member shall cease to be a resident of said property or becomes a proprietary member, his right and privileges as an associate member shall terminate.

Article IV. Voting Rights

The Club shall have two classes of voting membership: CLASS A. Class A members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each residence location or its equivalent as defined in Article VI, Section 3 (a) and (b), in which they hold the interest required for membership of Article III. When more than one person holds such interest in any residence location, all such persons shall be members. The vote for such residence location shall be exercised as they among themselves determine, or, if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one (1) Class A vote be cast with respect to any one residence location. The vote applicable to any of said property being sold under a recorded contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise. CLASS B. The class B member(s) shall be the Declarant, its successors and assigns. Class B member(s) shall be entitled to three (3) votes for each residence location or its equivalent as defined in Article VI, Section 3 (a) and (b), in which it holds the interest required for membership by Article III; provided that the Class B membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. On a date twelve (12) years from the date of recording of these covenants in the county deed records.

Article V. Property Rights

Section 1. Members' easements of enjoyment. Every member of the Club shall have a right and easement of enjoyment in and to the common areas and such easements shall be appurtenant to and shall pass with the title to every residence location; subject, however, to the following provisions:

- a. The right of the Club to limit the number of guests of members permitted to use the common areas.
- b. The right of the Club to charge reasonable admission fees for the use of any facility situated upon the common areas.
- c. The right of the Club, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the common areas and in aid thereof to mortgage said common areas for such purposes, and the right

of any mortgagee in said properties shall be subordinate to the rights of the members hereunder.

d. The right of the Club to suspend any member's voting rights and/or right to use of any of the common areas for any period during which any assessment against said member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.

e. The right of the Club to dedicate or transfer all or any part of the common areas to the Declarant or any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast a majority of the votes of the Class A membership and a majority of the votes of the Class B membership, if any, has been recorded in the appropriate records of Clackamas County, Oregon, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

f. The right of the Club to enter into a lease or other contract with the Declarant regarding the use and occupancy of the proposed clubhouse and proposed recreational facilities subject to such conditions as may be agreed to by the members. No such lease or other contract shall become effective until approved by a vote of not less than a majority of the votes of the Class A membership, and a majority of the votes of the Class B membership, if any. (The proposed clubhouse and recreational facilities do not include the existing golf course and the existing restaurant facilities.)

g. The right of the Directors of the Club to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of the common areas by the members without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

Section 2. Delegation of use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right of enjoyment to the common areas to the members of his family, his tenants or contract purchasers, providing they reside within a residence.

Section 3. Title to the Common Areas. The Declarant hereby covenants for itself and its successors and assigns that it will convey to the Club fee simple title to the common areas so designated on a plat prior to the conveyance of the first residence locations with such plat.

Article VI. Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property, and each owner of any residence location by acceptance of a deed or contract of purchase therefore, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Club, (1) regular annual or other regular periodic assessments or charges as established by the Club from time to time, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the residence location and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time such assessment became due. The obligation shall remain a lien upon the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety and protection of the residents in Charbonneau and in particular for the improvement and maintenance of the common areas, public thoroughfares within Charbonneau and other property designated by the Directors of the Club. The Club may also render such additional services as designated by its directors.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1978, the MAXIMUM regular monthly assessment shall be \$25.00 for each residence location subject thereto.

a. Real property which is subject to these covenants and is zoned for apartments shall be equivalent to one residence location until the apartment unit is initially occupied. Upon the initial occupancy of each unit such unit shall be a residence location for assessment and voting purposes.

b. Real property which is subject to these covenants and is zoned for commercial structures shall be equivalent to one residence location until the space is initially occupied. Upon the initial occupancy of such commercial space each 5,000 square feet or fraction thereof occupied by a tenant shall be a residence location for assessment and voting purposes.

c. From and after January 1, 1978, the maximum annual assessment may be increased effective January 1 of each year, beginning January 1, without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C., or successor U.S. governmental agency) from July of the year in which these covenants are recorded to July of the year preceding the year in which such increase becomes effective, taking into consideration prior increases in such maximum, if any.

d. From and after January 1, 1978, the maximum annual assessment may be increased above that determined by reference to Consumer Price Index, as aforesaid, by a vote of the members, provided that any such increase shall be approved by the affirmative vote of not less than fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum flat charge and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Club may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment for structural alterations, capital additions or capital improvements shall require the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacements or repairs or improvements from funds generated by regular assessments.

Section 5. Uniform Rate of Assessment. Both annual assessments and any special assessments must be fixed at a uniform rate for services rendered for all residence locations and may be collected on an annual, quarterly or monthly basis in the discretion of the Directors. If special services are rendered to specific residence locations at the request of such residence locations, additional assessments shall be charged to such residence locations.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming, at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all residence locations within a plat on the first day of the month following the conveyance to the Club of the common areas located within such plat. If there are no common areas, the annual assessments provided for herein shall commence as to all residence locations within such plat on the first day of the month following the conveyance of the first lot within the plat. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Club shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Club setting forth whether the assessments on a specific residence location have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Club. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Secretary of the Club shall file in the office of the Director of Records, County Clerk, or appropriate recorder of

conveyances of Clackamas County, Oregon, within one hundred twenty (120) days after delinquency, a statement of the amount of any such charges or assessments together with interest as aforesaid, which have become delinquent with respect to any residence location and upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs, expenses, and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the residence location with respect to which it is fixed including any improvement thereon, from the date the notice of delinquency thereof is filed in the office of said Director of Records or County Clerk or other appropriate recording office, until the same has been paid or released as herein provided. Such lien may be enforced by the Club in the manner provided by law with respect to liens upon real property. The owner of said property at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorneys' fees which shall also be secured by said lien, including additional attorneys' fees incurred on appeal. The owner at the time such assessment is incurred, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his residence location or any improvement thereon.

Section 9. Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any residence location or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any residence location which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such residence location and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein: (a) All properties expressly dedicated to and accepted by a local public authority; (b) The common areas; © All other properties owned by the Club; and (d) All property owned by Declarant, its successors and assigns, if such successors or assigns should acquire more than one undeveloped residence location for the purpose of development.

Article VII. Encroachments

Section 1. If any portion of a residence or other structure now or hereafter constructed upon said property encroaches upon any part of a common area or upon a residence location or residence locations used or designated for use by another residence locations owner, such encroachment shall be made known to the Architectural Committee which will investigate the origin, length of time and extent of the encroachment. If the Committee finds that it would be a hardship on the present owner of the structure which is now encroaching to have the encroaching material removed, then an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist and be binding upon the Declarant, the Club and upon all present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining same, and in the event a structure consisting of more than one residence becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the common areas and in and upon each residence and residence location for the benefit of the Club and the adjacent owner or owners to the extent reasonably necessary or advisable to make repairs or replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

Article VIII. Architectural Control

Section 1. APPROVAL. No building, fence, wall, hedge, structure, improvement, common area, refurbishing, painting, staining, decorating, obstruction, ornament, landscaping or planting shall be placed or permitted to remain upon or be removed from any part of a residence location or the exterior of the residence unless a written request for approval thereof has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee.

Section 2. ENFORCEMENT. Notwithstanding a prior approval, if a condition exists or changes have come about which may be caused by any event, time or effect which in the opinion of the majority of the Architectural Committee must be remedied, corrected, altered, modified or eliminated, then said Committee shall so notify the owner thereof, and the owner shall forthwith comply with said notice. If the owner refuses or delays in so

complying with said notice, then the Club shall have the right to perform said work specified in the Committee's notice to the owner and the cost of same shall be payable by the owner.

Section 3. ARCHITECTURAL COMMITTEE. The Architectural Committee referred to herein shall be composed of three members appointed by the Board of Directors of the Club. The decision of any two members of the Architectural Committee shall be final and binding; however, applications may be resubmitted. Upon failure of the Committee or its designated representative to approve or disapprove any application for a period of thirty (30) days after it has been submitted in writing to the Chairman of the Committee or his designated representative, said application will be deemed to have been approved. Members shall be elected for a term of three (3) years by the majority vote of the Board of Directors of the Club. If any member of the Committee is unable or unwilling to act, the remaining members shall elect a successor to serve out the unexpired term.

Section 4. NO COMPENSATION. No member of the Architectural Committee, however created or constituted, shall receive any compensation from the Club or make any charge for his services.

Section 5. CONSTRUCTION BY DECLARANT. This article shall not govern the original construction upon portions of said property owned by the Declarant or its successors or assigns. However, Declarant shall approve in writing all plans for original construction prior to the commencement of such construction.

Article IX. Exterior Maintenance

Each owner, and/or homeowner association shall be responsible for maintaining and keeping in good order and repair the exterior of all residence locations.

If an owner and/or the homeowner association fails to maintain and keep in good order and repair the exterior of any such residence location, the Club, after reasonable notice, may do so and file a lien for such expense pursuant to Article VI, Section 8.

Article X. Use Restrictions

The following restrictions shall be applicable to the real property described on Exhibit "A" and shall be for the benefit of and limitations upon all present and future owners and authorized users thereof of said property or of any interest therein.

Section 1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to the public view on any residence location except one professional sign of not more than five (5) square feet advertising the residence for sale or rent, or signs used by the developer to advertise the residence location or residence during the construction and sales period.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except dogs, cats or other tame, domestic household pets, provided such household pets are not kept, bred or maintained for any commercial purpose. The number of pets kept at each residence may be limited and the control thereof shall be by rules prescribed by the Directors.

Section 3. No part of said property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. No noxious or offensive condition or anything which may be or become an annoyance or nuisance to the neighborhood shall be permitted.

Section 5. No trailer, camper-truck, tent, garage, barn, shack or other out-building shall be at any time used as a residence temporarily or permanently on any part of said property.

Section 6. Parking of boats, trailers, motorcycles, trucks, truck-campers and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, and no portion of same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee. All other parking of equipment shall be prohibited except in such areas, fully screened from public view, as may be approved in writing by the Architectural Committee.

If any of the provisions of this Section are violated, the Board of Directors of the Club may employ a tow truck to remove the vehicle after prior written notice to the owner and the owner of the vehicle shall be responsible for any charges arising therefrom.

Section 7. All owners are entitled to an equal share in the rights, interests, privileges, and obligations of the Club. The owners shall have the right to use all common areas subject to the rules, regulations and restrictions applicable thereto.

Section 8. All common areas are to be maintained by the Club and no changes in the equipment, design, decor, landscaping, removal or trimming of trees, lawns or shrubs will be permitted without written authorization by the Architectural Committee.

Section 9. All walks, streets, bike paths and electric cart paths located on common areas are for the use of Club members on an equal basis, subject to reasonable rules and regulations promulgated in writing by the Directors. It shall be the responsibility of each member to allow maximum ease of pedestrian, bike and vehicular ingress and egress over walks, streets, and driveways by prohibiting automobile parking in front of garages or in the driveways, paths or alleyways and allowing no obstruction or barrier on, across or adjacent to sidewalks or paths which would interfere with any other member's use of the common areas or access to his residence location.

Section 10. Owners are expressly prohibited from painting or changing the exterior of any building, garage, fence or wall without the written permission of the Architectural Committee.

Section 11. All antennas are prohibited outside any building without permission from the Architectural Committee.

Section 12. Club Directors will have jurisdiction over activities permitted in the common areas. All disputes, complaints or matters of change in existing or future use restrictions will be submitted to the Club Directors for arbitration.

Article XI. Easements

All conveyances of land situated within said property, made by the Declarant, and by all persons claiming by, through or under Declarant, shall be subject to the foregoing restrictions, conditions and covenants whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the common areas for the purpose of traveling by foot, by bike, cart or other conveyance or resting or otherwise being thereon, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building nor or hereafter located upon said property and specifically including [without being limited thereto] the interior of party walls, attic crawl spaces and the area below the living space in any living units), for the purpose of building, constructing and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio and television antennae and cables, and other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon all neighborhood recreational zones and common areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments, swimming pools, lawns, landscaping and planted areas thereon; all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Club by recorded covenants and restrictions recorded as herein-above provided, and their tenants, contract purchasers and guests; said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Club in the interest of securing maximum safe usage of said easements without unduly infringing upon the privacy of the owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Club, its successors and assigns to the extent reasonably required to perform exterior maintenance if necessary, as provided in Article IX, and to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of said property and the residences thereon.

All residence locations adjacent to the golf course hereby grant an easement for the retrieval of errant golf balls.

All common area adjacent to a golf course grants an easement for the construction of cart paths thereon, such cart paths to be built of asphalt or other similar materials.

Article XII. General Provisions

Section 1. Enforcement. The Club, or any Owner, or the owner of any recorded mortgages on any part of said property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Club or by any owner to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Club, or the Owner of any residence location subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date appearing on this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the votes of each class of membership. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred percent (100%) of the owners of the property concerned, and by the Architectural Committee. All such amendments must be recorded in the appropriate Deed Records of Clackamas County, Oregon, to be effective.

Section 4. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Club any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

Section 5. Right of Mortgagees Relating to Maintenance. At any time that any part of the common area, or any other part of said property or any residence or building or improvement located thereon is not properly maintained and kept in good order and repair, to the extent reasonably necessary to protect and preserve the appearance and value thereof and the appearance and value of the remainder of said property, then the record owner of any mortgage or trust deed upon any part of said property or residence or building thereon, upon giving written notice as hereinafter provided, shall be entitled to exercise the rights of the mortgagor-owner of such property as a member of the Club to vote at all regular and special meetings of the members of the Club for a period of one year following the date of such notice. During said period of time such mortgagors shall be given notice of all regular and special meetings of the Club, the owner-mortgagor shall receive such notice also and may attend such meetings as an observer. Said notice shall quote this paragraph and shall be sent by Certified United States mail, return receipt requested, to the owner-mortgagor, a copy by regular mail to the Club at last known address of each.

Section 6. Insurance. The Club shall at all times cause all buildings and improvements owned by the Club, to be insured with broad form fire and extended coverage insurance for the full replacement value thereof. This insurance shall be payable to any mortgagees, and to the Club, as their respective interests may appear. The Directors of the Club shall be the attorney in fact for all owners for the adjustment and settlement of any claim or loss under such insurance. The Club shall at all times provide liability insurance with limits of limits of not less than \$200,000 for one person, \$500,000 for any one accident and \$50,000 for property, with the Club and owners as joint insureds.

Section 7. In order to protect and preserve the appearance and value of said properties, each owner is required to repair or rebuild his residence after each loss to it, notwithstanding the fact that there may be no proceeds available for such purpose. If an owner does not promptly so repair or rebuild, then the Club may do so after fifteen (15) days' written notice of its intent to so repair or rebuild if the owner fails to commence the same within said period. All expenses incurred by the Club on behalf of said owner shall become a lien upon the owner's residence and the owner's residence location. If said expenses which have been paid by the Club are not repaid by the owner within forty-five (45) days after completion of said repair or rebuilding, then the Club may foreclose upon said lien as provided by law.

Section 8. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Club and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives and failure by Declarant or by the Club or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges shall in no event be deemed a waiver of the right to do so.

Section 9. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Club or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers, and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Willamette Factors, Inc. alone, so long

as it owns any interest in any portion of said property.

Section 10. Declarant may construct a clubhouse or recreation hall or other facility upon the property. Until conveyed to the Club such facilities shall be under the authority of the Declarant or its nominee, which may be, but need not be the Club, to govern use, and control the policies of the facilities.

At such time or times as the Declarant or its successor as developer shall deem appropriate, it may convey to the Club some or all of the facilities, provided that any part so conveyed shall be free of debt or encumbrance at the time of conveyance. The Club shall accept each such conveyance and thereupon shall be vested with authority to govern the facility or facilities so conveyed and thereafter shall be entitled to all revenue produced by the facility and shall be responsible to operate, maintain and support the facility and the Declarant thereafter shall have no control over the facility and shall have no obligation or responsibility with respect thereto.

IN WITNESS WHEREOF, the owners of all property described upon Exhibit A have hereunto caused these presents to be executed this 5th day of April, 1977.

WILLAMETTE FACTORS, INC.

By Patrick C. Jordan

President

By Ken Lien

Secretary

STATE OF OREGON

ss.

County of Multnomah

On this 5th day of April, 1977, before me appeared Patrick C. Jordan and Ken Lien, to me personally known, who being duly sworn, did say that they are the President and Secretary, respectively, of WILLAMETTE FACTORS, INC., and that the said instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Darrell F. Smith

Notary Public for Oregon

My Commission Expires Feb. 15, 1980.

EXHIBIT "A"

Lots C-2, C-6 and C-31, Charbonneau III, The Village at Wilsonville, Clackamas County, Oregon

Lots E-9 and E-21, Charbonneau IV, The Village at Wilsonville, Clackamas County, Oregon

Lots F-1 through F-14 and F-16 through F-32, Charbonneau V, The Village at Wilsonville, Clackamas County, Oregon

Lots G-1 through and including G-18, Charbonneau V, The Village at Wilsonville, Clackamas County, Oregon

Lots G-20 through G-56, Charbonneau V, The Village at Wilsonville, Clackamas County, Oregon

Lots 30 through 38, 40, 41, 42, 45 and 47, Charbonneau Single Family East, The Village at Wilsonville, Clackamas County, Oregon