DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

LAFAYETTE PLANTATION

IN THE

CITY OF LAFAYETTE
YAMHILL COUNTY
OREGON

ADOPTED December 21, 2000
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAFAYETTE PLANTATION

THIS DECLARATION is made this 21st day of December, 2000, by LAFAYETTE PLANTATION, LLC, a Manager-managed Oregon limited liability company ("Declarant").

WHEREAS, Declarant is the record owner of that certain real property in the City of Lafayette, County of Yamhill and State of Oregon (the "Property"), more particularly described at "Exhibit A" annexed hereto and by this reference incorporated herein. The Property is or will be lawfully subdivided into a total of ninety-one (91) individual lots, numbered 1 through and including 91 respectively, together with certain other tracts, easements, rights-of-way, streets and other improvements more particularly described and defined by the recorded plat to be called "Lafayette Plantation;" and

WHEREAS, it is the purpose of this Declaration to subject the Property and all portions thereof, except those portions dedicated to the public by virtue of recording of the Plat, to the conditions, covenants, restrictions, reservations and easements herein set forth or described for the purpose of enhancing and protecting the value, livability and aesthetic quality of the residential development which will be constructed and occupied on the Property and to comply with certain requirements and conditions imposed upon the subdivision and development of the Property by or on behalf of the City of Lafayette and/or other governmental jurisdictions having the authority to approve such subdivision and development; and

WHEREAS, this Declaration and the conditions, covenants, restrictions, reservations and easements herein set forth and/or described shall, and do hereby, constitute covenants to run with the land comprising the Property and, except as otherwise provided herein, shall be and remain binding upon and inure to the benefit of all present and future owners of the Property and each individual lot, parcel and tract created by subdivision thereof as aforesaid,

NOW THEREFORE, Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company, acting by and through its duly elected, qualified and acting Managers, does hereby declare the Property subject to the following:

COVENANTS, CONDITIONS AND RESTRICTIONS

SECTION I
Definitions

As used in this Declaration the following words or terms shall have the following meanings:

1.1 "Association" means and refers to the Lafayette Plantation Owners Association formed and administered as, and for the purposes, described in Section IV of this Declaration.

1.2 "Building Site" means and refers to a Lot, or to any tract or parcel within the boundaries of the Property in identical private ownership which consists of a portion of a Lot, or contiguous portions of two or more Lots, when and if a building is constructed thereon.

1.3 "City" means the incorporated city of Lafayette, Oregon, and any agency, agent, board, commission, council, officer or representative having or acquiring the authority to act on behalf of the incorporated city of Lafayette, Oregon.

1.4 "Board" means and refers to the Board of Directors of the Association.

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1.5 “Common Property” means and refers to:

a. Any real property or interest in real property within the Property which is owned or leased by the Association or owned as tenants in common by the Owners, or designated in this Declaration for transfer to, or acquisition by, the Association;

b. All privately owned and publicly owned land lying within the boundaries of the Property depicted on the Plat, or within any public right of way within or contiguous with the boundaries of the Property, which, by virtue of the terms and provisions of this Declaration, it is now, or at any time hereafter becomes, the responsibility of the Association to manage, care for or maintain for the benefit of the public or members of the Association, or both, specifically, but without limiting the generality of the foregoing definition, the Common Property referred to hereby includes:

(i) The land, landscaping and improvements located within Tract A as depicted on the Plat for so long as conditions numbered 17, 18, 19, 20, 21 and 22 of Attachment A to Permit No. FP-15359 as renewed by the Oregon Division of State Lands on August 13, 1999, shall remain in effect or unsatisfied. Said conditions are contained in and set forth at “Exhibit B” annexed hereto and by this reference incorporated herein;

(ii) The landscaped portion of the public right-of-way of Abbey Road (also called “Bridge Street”) lying immediately east of the easternmost boundary lines of Lot 1, Lot 2 and Lot 3 of Lafayette Plantation as depicted by the Plat extending to the intersection of Abbey Road and 14th Street, including the irrigation system appurtenant thereto;

(iii) The landscaped portion of the public right-of-way of 14th Street lying immediately north and east of the northerly boundary line and radius corner of Lot 1 of Lafayette Plantation as depicted by the Plat extending easterly from the tangent point of intersection between said northerly boundary line and said radius corner to the right-of-way of Abbey Road, including the irrigation system appurtenant thereto, and

(iv) The landscaped portions of the public rights-of-way of Abbey Road and the public right-of-way of 14th Street lying immediately adjacent to the easterly and southerly boundaries of said Tract A, including any irrigation system appurtenant thereto and any entry monument, other structure, sign(s), or other improvements erected, constructed or installed in said portion of such rights-of-way for purposes of identifying and/or displaying the name of the residential subdivision or development located within the Property, that may now or hereafter be incorporated therein by Declarant or the Association.

c. All lands lying within or outside the boundaries of the Property or of any Lot or Lots now existing or hereafter created within the Property which, by virtue of the terms and provisions of this Declaration or otherwise, the Association is, or may become, legally responsible to manage, care for or maintain.

d. “Common Property” also means personal property, tangible and intangible, of any description including, without limitation, funds, contract rights, stocks, bonds, investment receipts, securities, security interests, collateral, claims, causes of action or suit, and generally any and all interests in property other than real property, whether cognizable at law or in equity, now owned or at anytime hereafter acquired by or vested in the Association or in the Owners collectively or as tenants in common.

e. Except as otherwise provided at subsection 1.5 b.(i) above, “Common Property” does not include any portion of Tract A, Tract B or Tract F depicted on the Plat at any time following conveyance thereof to the City as hereinafter described.

1.6 "Declarant" means the Declarant named above and its successors and assigns if such successors or assigns acquire all of Declarant’s rights under this Declaration pursuant to a recorded
instrument executed by Declarant.

1.7 "Declaration" means this Declaration Of Covenants, Conditions And Restrictions For Lafayette Plantation and each and all of the terms and provisions herein contained as of the date the same is duly recorded in the official records of Yamhill County, Oregon, as the same may be modified, amended, supplemented or otherwise revised in accordance with the terms and provisions hereof and/or by recordation of any declaration by which additional lands or premises may be annexed to the Property subject hereof.

1.8 "Dwelling Unit" means and refers to any building or structure located on a Building Site constructed, used, or adaptable for use, for occupancy as a residential dwelling under applicable zoning and building laws and restrictions, including, without limitation, any structure or building commonly referred to as a "single family detached" residence or home.

1.9 "General Action of the Association" means and refers to any action on the part of the Association, duly effected by vote of no less than the Owners of two-thirds of all Lots now or hereafter subject of this Declaration, which allows, authorizes or conditions, and/or restricts, limits or prohibits, any use, condition or activity affecting, or within, the Property and which applies to all Lots then subject of this Declaration.

1.10 "Lot" means and refers to any individually platted parcel of land created and shown by Plat of the Property and to any portion of the Property in private (as distinguished from public) ownership consisting of Building Site located on one or more Lots and/or contiguous portions of two or more Lots, upon which a single Dwelling Unit, or any other structure associated with use and occupancy of a single Dwelling Unit, may be lawfully constructed or exists.

1.11 "Plat" means the final plat of "LAFAYETTE PLANTATION" located in the East ½ of Section 1, Township 4 South, Range 4 West of the Willamette Meridian and in the West ½ of Section 6, Township 4 South, Range 3 West of the Willamette Meridian, in the County of Yamhill and State of Oregon in the form the same is duly recorded in the official records of Yamhill County, Oregon.

1.12 "Purchaser" means the person(s) or party(ies) to whom a Lot is first conveyed by the Declarant.

1.13 "Owner" means the person(s) or party(ies), including Declarant and any Purchaser, owning beneficial title to any Lot (including the holder(s) of a vendee's interest under a land sale contract), but does not include a tenant or the holder of a leasehold interest or any party holding only a security interest in a Lot (including the holder of a vendor's interest under a land sale contract). The rights, entitlements and obligations granted to or imposed upon an Owner by virtue of the terms and provisions of this Declaration commence to exist upon acquisition of record title to any Lot by any means, voluntary or involuntary, and terminate upon transfer or conveyance of such record title by any means, voluntary or involuntary. Transfer or conveyance of title or any beneficial interest in a Lot shall not operate to discharge or release the transferor(s) from any obligation incurred as an Owner prior to record transfer or conveyance of such title or beneficial interest.

1.14 Other Definitions. Other or additional words or terms which are initially capitalized and enclosed in quotation marks the first time they appear in the text of this Declaration shall have the meaning ascribed thereto by the terms or context in which they first appear.

SECTION II
Tracts Conveyed to City

2.1 Conveyance. By means of one or more separate conveyances recorded following recording of this Declaration, Declarant will donate and convey to the City for the use and benefit of the public the land described and depicted by the Plat as Tract A, Tract B and Tract F.
2.2 Conditional Limitations on Effect of this Declaration.

a. Except as elsewhere expressly provided hereunder, neither this Declaration, nor any covenants, conditions or restrictions herein contained or set forth, shall apply or pertain to the land, and any improvements incorporated in the land, comprising such Tracts, or any of their number, unless and until any such land and/or any such improvements shall no longer remain in public ownership by the City or by some other governmental subdivision or agency of the State of Oregon, or the State of Oregon. Provided, however:

b. If record title to any portion of any land and/or improvements comprising such Tracts, or any of their number, shall, at any time in the future, be conveyed to, or otherwise vested in, any private person, entity or enterprise for the use and benefit of such person, entity or enterprise, as distinguished from the use and benefit of the public generally, then, simultaneously with the occurrence giving rise to such conveyance or vesting of such record title in any such private person, entity or enterprise, each and every term and provision, covenant, condition and restriction contained in this Declaration, that would not otherwise be applicable to the land and/or improvements so conveyed or otherwise vested in accordance with subsection 2.2 a. above, shall at once apply and become enforceable with respect to the land and/or improvements so conveyed or otherwise vested.

2.3 City to Control, Regulate and Restrict Use and Access to Tracts A, B and F. Notwithstanding the foregoing provisions of subsection 2.2 of this Declaration, the City shall have the paramount right and authority to control, regulate and/or restrict use of and access to Tract A, Tract B and Tract F for purposes of public health, welfare and safety and to otherwise to maintain, preserve and protect the land, landscape and improvements therein contained. Any material violation of any rules, regulations or ordinances duly adopted by or on behalf of the City for any of said purposes shall constitute a per se violation of this Declaration.

SECTION III

Conditions and Restrictions on Uses

3.1 Buildings Permitted. No building or structure shall be created, constructed, maintained or permitted upon the Property except upon a Building Site, and no building or structure shall be erected, constructed, maintained or permitted on a Building Site other than a single family detached Dwelling Unit, except that appurtenances to any Dwelling Unit, such as private garages, garden houses or similar structures, architecturally in harmony therewith, and of permanent construction, may be erected within the building Lot coverage limits hereinafter set forth. No “manufactured dwelling” or “manufactured home” as those terms are defined at ORS 446.003 (26), shall be installed or allowed to remain on any Building Site except as a temporary shelter or office facility for use by persons engaged in construction of one or more Dwelling Units on the property during the course of actual construction thereof, or as a temporary sales office for use of Purchasers, or real estate licensees representing Purchasers, engaged in marketing of new and unused Dwelling Units constructed or under construction elsewhere on the Property.

3.2 Completion of Construction. The construction of any Dwelling Unit, including painting and all exterior finish, shall be completed within twelve (12) calendar months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, the Board shall extend the time for completion of construction stated immediately above for a reasonable period of time upon written request of the party or parties otherwise responsible for, or engaged in, completing such construction. Building Sites and streets shall be kept reasonably clean and in workmanlike order during construction of Dwelling Units and related improvements on Lots and the Purchaser and Owner of each Lot shall be responsible for any and all damages to curbs, streets and utilities occasioned by activities associated with construction of any Dwelling Unit or other improvements on such Lot(s). No less than sixteen (16.0) feet of clear width for
vehicular travel on all abutting streets must be maintained to provide access for emergency service
vehicles at all times during construction or installation of any improvements on any Lot.

3.3 Dwelling Units and Improvements; Lot Coverage Limitations. No single story Dwelling Unit
may be erected on a Building Site unless it contains a minimum of 1,080 square feet of enclosed heated
floor area intended for residential occupancy and use, exclusive of unfinished attic spaces and crawl
spaces, open porches, garages, garden houses and other free standing appurtenant structures. In the
case of a Dwelling Unit having more than one living level, the combined square footage of enclosed
heated floor area on all living levels combined shall not be less than 1,500 square feet unless approved
by the Board.

a. The total surface area of a Lot which may be covered by structures located thereon may not
exceed thirty five percent (35.0%) of the total surface area of the Lot. For example, on a Lot with a total
surface area of 5250 square feet, the maximum combined surface area covered by the first levels of a
Dwelling Unit (including attached garage) and any outbuildings located thereon would be 1837.5 square
feet.

b. The total surface area of a Lot external to all surface areas covered by structures (including
garages) that may be utilized for the parking or storage of motor vehicles and other conveyances which
are permitted to be parked on a Lot under this Declaration (see below), combined with all other surfaces
external to all surface areas covered by such structures which may be rendered impervious to direct
penetration by surface water by reason of the construction or installation of walkways, patios, cementious
or asphaltic paving, tarpaulins or otherwise, may not exceed thirty percent (30.0%) of the total surface
area of the Lot. For example, on a Lot with a total surface area of 5250 square feet, the maximum
surface area which may be utilized for the parking of motor vehicles and other permitted conveyances
plus all exterior surface areas rendered impervious to direct penetration by surface water as above-
stated would be 1575 square feet.

c. Notwithstanding the coverage limitations stated at subsections 3.3 (a) and 3.3 (b)
immediately above, the maximum area of coverage of any Lot by structures, parking of motor vehicles
and other conveyances as above-stated and impervious surfaces combined shall not exceed sixty
percent (60.0%) of the total surface area of the Lot. In other words, no less than forty percent (40.0%)
of the total surface area of every Lot must remain free from coverage by structures, parking of motor
vehicles, other conveyances and improvements which render such surfaces impervious to direct
penetration by surface water.

3.4 Exterior Siding & Trim Materials. Exterior siding and trim materials utilized on Dwelling Units
shall be of cedar, redwood, horizontal metallic, cementious or vinyl lap siding colored, sized, shaped and
textured to resemble natural wood, stucco, synthetic stucco or plaster (Drivit® or equal), masonry,
masonry veneer and combinations of such materials. Vertical grooved ("T-1-11" type) siding; other
forms of panelized siding materials, logs (real or synthetic) or cement blocks are not permitted on any
exterior surface of any Dwelling Unit (or other structure) erected on a Lot that directly faces any public
right-of-way abutting such Lot.

3.5 Roofs and Roof Drains.

a. Roof surfaces shall have no less that a pitch of "5 in 12" and roofing material must be wood
shakes, wood shingles, concrete, ceramic or composite tiles, or at least twenty (20) year, three tab,
architectural-grade composition shingles. Except for roofs of wood shake or wood shingle, the
dominant roofing color shall be black, dark gray or dark brown unless otherwise approved by the Board.
No metallic, plastic, PVC, fiberglass or similar synthetic materials, hot or cold tar, applied roofing or felt,
apart from concealed moisture barriers, adhesives and fastenings employed in attachment of roofing
elements, flashings, gutters and vents, shall be incorporated in any roof structure. Flat, mansard, barn-
style and "lean-to" roof configurations are prohibited on any Dwelling Unit.
b. All rain drains incorporated in a Dwelling Unit must discharge to the public street fronting the Lot on which such Dwelling Unit is located through an underground line or piping system extending from, or connecting, the Dwelling Unit to a point of discharge at the face of the curb line. Under no circumstances shall any rain drainage system incorporated in a Dwelling Unit, or in any other permitted structure constructed on a Lot, be constructed or permitted to discharge directly onto the slopes of the ravine located in Tract B.

3.6 Garages. Each Dwelling Unit shall incorporate an integral or attached, fully enclosed, garage designed to enclose a minimum of one, and a maximum of three, full-size passenger automobiles. Carports (permanent or temporary) are not permitted. Garage doors shall be of the overhead or roll-up type. No garage shall be designed or constructed in such a manner as to prevent or obstruct a clear view of the front entry door of any Dwelling Unit from the sidewalk and street directly in front of such front entry door.

3.7 Exterior Painting and Colors. All exterior surfaces of a Dwelling Unit and any other enclosed covered structures located on a Building Site shall be colored, painted or stained with such materials and in such a manner as to comply with the recommendations, if any, of the manufacturer(s) of the exposed siding, trim and other components of such exterior and such paint or stain shall be maintained and/or replaced and recovered at such times and in such manner as will ensure the continuing integrity and well-kept appearance of such materials.

a. Except for roofing and glazed window surfaces, and except in cases of use as trim color in order to provide tasteful contrast with the body color employed on the exterior thereof, no Dwelling Unit, other structure or enclosure located on any Lot shall be painted, stained or otherwise colored black, dark or charcoal gray, red, yellow, orange, purple, dark brown, dark blue, dark green, pink, lavender, metallic or any other bold or intense color that objectively impairs the aesthetic appearance of the neighborhood in which such Dwelling Unit, other structure or enclosure is located or otherwise detracts from the overall appearance and aesthetic appeal of the Lafayette Plantation development as a whole.

b. No combination of exterior siding and trim coloration of a Dwelling Unit may be duplicated on a second Dwelling Unit that is fewer than two (2) Lots removed in all directions from the first Dwelling Unit displaying the same combination of exterior siding and trim coloration. For purposes of the immediately preceding sentence, an adjacent street shall be counted as one Lot.

3.8 Fencing and Hedges. As used herein, “fencing” or “fences” means any barrier or wall constructed or located anywhere on the Property consisting primarily of materials other than living plants.

a. Sight obscuring plantings such as hedges, and fences, shall not exceed three feet in height in the front yard areas between any location less than six feet behind the front wall plane of a Dwelling Unit furthest from the street and the street; or less than five feet from the property line in side yards facing a street on any corner Lot. Unless greater height is expressly approved by the Board, the maximum height of site obscuring plantings and/or fences located elsewhere on any Lot is six (6) feet and must otherwise comply with any applicable laws, regulations or ordinances pertaining thereto. Trellises located on or immediately adjacent to, and parallel with, the exterior walls of a building are not subject to these limitations.

b. Fences shall be constructed of brick, natural stone and/or wood constructed in “good neighbor” style, chain link or prefabricated PVC or similar material designed for use as residential fence components. Wooden components of fences shall not be permitted to “weather” excessively.

c. Entry monumentation and fencing installed by or for the Declarant or the Association is not subject to the requirements or the prohibitions of this subsection 3.8.

3.9 Animals and Pets. No insects, mammals, reptiles, amphibians, fish or birds of any kind (herein individually and collectively called “Pet” or “Pets”) may be raised, bred or kept as household pets or otherwise on any part of the Property, except in strict conformity will all and any applicable state and/or
local laws, ordinances and regulations, and/or General Actions of the Association, now, or at anytime hereafter, lawfully enacted.

a. No Pets shall allowed by the owner or custodian thereof run at large on the Property or to enter upon any Lot not owned by such owner, or occupied by such custodian, without the express permission of the Owner or resident(s) of such Lot. Whenever any Pet is on the Property outside of the boundaries of the Lot which its owner or custodian resides upon or regularly occupies, such Pet shall be caged, leashed, tethered or otherwise physically restrained under the direct and immediate control of its owner or custodian at all times.

b. All and any damage, inconvenience or unpleasantness occasioned by the keeping or behavior of any Pet shall be the responsibility of owner(s) and/or custodian(s) thereof. The owner or custodian of a Pet is, at all times, responsible to immediately remove and properly dispose of wastes eliminated by such Pet anywhere on the Property where the same may be objectionable to other Owners and residents thereof.

c. The Association may levy fines in the event of violation of any of the foregoing provisions of this section and any losses, damages or expenses suffered or incurred by any person due to the keeping or behavior of any Pet on the Property, shall be recoverable by such person from the Owner(s) of any Lot upon which such Pet is present or kept with the knowledge or consent of such Owner(s) or usual residents of such Lot.

3.10 Unlawful and Offensive Activities.

a. No unlawful or offensive activities shall be permitted or carried upon any Lot or elsewhere on the Property by any Purchaser or Owner of any Lot, or by any resident or other person(s) present on the Property at the invitation or sufferance of any such Purchaser or Owner.

b. Nothing shall be done or placed on any Lot or elsewhere on the Property by the Purchaser or Owner of any Lot, or by any resident or other person(s) present on the Property at the invitation or sufferance of such Purchaser or Owner, which constitutes a nuisance or which otherwise unreasonably interferes with or jeopardizes the use or enjoyment of any other Lot or any portion thereof, or which is a source of persistent annoyance to other Owners or residents of the Property.

c. No noxious or offensive odors shall be permitted to emanate from a Lot to other Lots and no noises or sounds, including, without limitation, music of any description or style, which are unreasonably offensive or bothersome due to the frequency, nature or volume thereof and/or the time(s) they occur may be permitted to emanate from any Lot or from any vehicle or other source located anywhere within the boundaries of the Property.

d. Any losses, damages or expenses suffered or incurred by any person due to violation of any of the foregoing provisions of this section shall be recoverable by such person from the Owner(s) of the Lot who committed such violation(s) or by whom the person(s) who committed such violation(s) were invited, or suffered, to reside upon or be present on the Property at the time such violation(s) shall have occurred. The Association may levy fines on such Owner(s) for violation of such provisions.

3.11 Business and Commercial Uses. Except to the extent expressly permitted in conformity with one or more General Actions of the Association and/or by applicable governmental ordinances, agreements and/or land use approvals applicable to the Property, no trade, craft, business, profession, commercial or similar activity of any kind may be conducted on any Lot (including, without limitation, operation of a day care facility) or elsewhere on the Property, nor shall any goods, equipment, business or commercial vehicles obviously identifiable as such, or materials or supplies used in connection with any trade, service or business be kept or stored on any Lot, or elsewhere on the Property, in plain view from any other Lot, Common Area or public right-of-way within or abutting the Property or any portion thereof. However, this section does not restrict or prohibit any of the following-described actions or
activities so long as such actions or activities are not unlawful or prohibited by reason of the provisions of any applicable law, ordinance or regulation pertaining thereto or to the Lot or the Property as a whole:

a. Activities relating to the sale of Lots or the rental or sale of Dwelling Units.

b. Construction, reconstruction, repair or maintenance of Dwelling Units or other improvements on any Lot or the storage or use construction materials and equipment on such Lots in the normal course of such activities otherwise conforming with the other provisions of this Declaration.

c. Keeping and maintaining any business-related or professional personal library; keeping and maintaining personal, business or professional records or accounts; engaging in personal, business or professional telephone calls or other correspondence; communicating or conducting financial, professional, business or commercial transactions by telephone, computer, facsimile or other electronic devices not requiring outdoor antennas, receiving or transmission devices, and/or meeting and conferring with business or professional associates, clients or customers, provided such activities are conducted entirely within the confines of a Dwelling Unit, or other permitted, fully enclosed, building, located on such Lot and such activities do not impair access to other Lots or use of on-street parking space abutting any other Lot.

d. Parking or storage of a business or commercial vehicle, whether or not obviously identifiable as such, entirely within an enclosed garage located on a Lot or the parking, as distinguished from storage, of such a vehicle on a paved driveway on a Lot provided it is designed, used and operated primarily for the purpose of transporting six (6) or fewer passengers and not for primary purpose of providing motive power for, or transportation or movement of, any other vehicle or conveyance.

3.12 Parking and Storage of Motor Vehicles. No vehicle, whether or not self-propelled, that is in an obvious state of disrepair shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within or abutting the Property. Owners and residents of Lots shall refrain from utilizing street parking areas for purposes of parking their vehicles, regardless of condition, whenever possible. Street parking areas are provided primarily for purposes of providing space for parking by guests and invitees of Property residents.

a. A vehicle shall be deemed to be in an obvious state of disrepair if and when the Board reasonably determines that its appearance or condition is offensive to the Owner(s) or the occupants of at least three (3) Lots in the immediate vicinity thereof or that such vehicle is otherwise obviously detrimental to the aesthetic appeal or physical appearance of the neighborhood or vicinity in which it is located.

b. Should the registered owner of any vehicle in an obvious state of disrepair as aforesaid, or the Owner(s) of the Lot upon which such a vehicle is located, fail to remove, or cause removal of, the same within four (4) days following the date a written notice to remove it is mailed to such owner or Owner(s), or conspicuously attached to such vehicle, by or on behalf of the Board, the Board may have such vehicle removed from the Property and charge the expense of such removal and any resulting storage of such vehicle, to such registered owner and/or the Owner(s) of such Lot.

3.13 Boats and Boat Trailers. Subject to the exceptions stated in subparagraphs a. and b. of this subsection 3.13, and except in conformity with one or more General Actions of the Association, no boat or other watercraft, or trailer or other separate conveyance designed or used for purposes of transportation of any boat or watercraft, shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within the Property.

a. One (1) boat or other watercraft, or one (1) such trailer or other conveyance whether or not loaded, may be placed or parked out of doors on a Lot as far as practicable from adjoining streets and sidewalks provided that the placement or parking of such boat, other watercraft, trailer or other conveyance does not, at any time, prevent parking of at least two (2) full sized passenger automobiles.
on a paved driveway located entirely within the boundaries of said Lot.

b. One or more boats or other watercraft, or one or more such trailers or other conveyances whether or not loaded, may be parked or stored on any Lot if located in an enclosed garage or other permanent enclosed structure permitted to be constructed on such Lot where it can be, and is, entirely concealed from view from any adjoining Lot(s) and public streets within or abutting the Property except when being delivered to or removed from such enclosure.

3.14 Recreational Vehicles. Subject to the exceptions stated in subparagraphs a., b. and c. of this subsection 3.14, and except in conformity with one or more General Actions of the Association, no self-propelled or non-self-propelled recreational vehicles such as, but not limited to, motor homes; camping or travel trailers, or truck mounted camping or sleeping accommodations (whether or not mounted), herein collectively and individually called "Recreational Vehicles" shall be placed, parked or permitted to remain on any Lot, public or private street or roadway, driveway or sidewalk within the Property.

a. One (1) Recreational Vehicle may be located or parked on a Lot as far as practicable from adjoining streets and sidewalks provided that the placement or parking of such Recreational Vehicle does not, at any time, prevent parking of at least two (2) full sized passenger automobiles on a paved driveway located entirely within the boundaries of said Lot. And, except as provided below, no such Recreational Vehicle shall be used for living accommodations while parked or located on the Property.

b. One (1) Recreational Vehicle may be located or parked on a Lot if located in an enclosed conventional and attached garage or other totally enclosed structure permitted on said Lot within which it can be, and is, entirely concealed from view from any adjoining Lot(s) and public streets within or abutting the Property except when being delivered to or removed from such enclosure, and

c. One (1) Recreational Vehicle may be parked in the driveway of any Lot as far as practicable from adjoining streets and sidewalks for a period not in excess of seven (7) consecutive days for purposes of providing living accommodations for guests of the Owner(s) or residents of the Dwelling Unit located thereon. However, no such use shall reoccur sooner than thirty (30) days after the end of the last period during which such use occurred.

3.15 Freight Trailers, Etc. No freight trailer or other wheeled vehicle designed for towing by any motor vehicle and for the purpose of transporting cargo, freight, equipment, or commodities of any kind, or for displaying signs, or other advertising, shall be placed, parked or permitted to remain outside of an enclosed conventional attached garage or other permitted permanent structure located on any Lot, on any public or private street or roadway, driveway, or sidewalk within the Property. However, such a freight trailer or other vehicle may be placed or parked anywhere on the Property (except in such a manner as to interfere with, impede or otherwise endanger the safety of vehicular or pedestrian traffic over public rights of way or other areas provided for purposes of vehicular or pedestrian traffic) for the sole and exclusive purpose of being loaded or discharged in connection with, or for purposes of, delivering to or removing from any Dwelling Unit or Lot any furniture, furnishings, goods, merchandise, construction materials or other property for the use or benefit, or at the request, of any Owner or occupant thereof, or for the purposes of the construction, repair or maintenance of improvements to such Dwelling Unit or Lot, but only for so long as may reasonably be required for the purpose of such loading, unloading, construction, repair or maintenance.

3.16 Underground Distribution of Services. All utilities and services shall be provided to Dwelling Units and other structures by means of underground pipes, conduits or conductors. No outdoor, overhead wire or service drop for the distribution of electricity or for telecommunication purposes, nor any pole, tower, or any other supporting structure(s) associated therewith, shall be erected or maintained on any Lot.

3.17 Recreational Equipment, Facilities and Structures. If, and for so long as, the Declarant or the Association may incur any legal obligation or liability arising out of ownership, development, and/or
control of the Property or any portion thereof, no playground, athletic or recreational equipment, facilities or structures, including without limitation, basketball backboards, hoops and related supporting structures shall be erected, constructed, installed, located, used or permitted to remain anywhere on any Common Property of the Association, or in any public street or right-of-way, or elsewhere, within the boundaries of the Property set forth at Exhibit A.

3.18 Maintenance of Lots and Adjacent Improvements. The Owner of each Lot shall maintain all improvements located on said Lot in a clean, orderly and attractive condition, in good condition and repair and in such fashion as not to create a fire or other unreasonable risks of damage, loss or hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including exterior windows and doors), driveways, walks and other exterior improvements; establishment, maintenance, care and cultivation of all landscaped areas located within the boundaries of such Lot as well as that portion of the public right-of-way between the boundary of such Lot facing paved streets and the paved portion of the street(s) nearest said Lot located in such right-of-way, including sidewalks, curbs, street trees and planter strips except for any Common Property located within such portion of said public right-of-way.

a. Damages suffered by Lots and/or improvements located on Lots caused by fire, flood, storm, earthquake, riot, vandalism, or any other cause shall be the responsibility of the Owner to repair or restore to undamaged condition within the time reasonably and objectively necessary in order to effect such repairs or restoration following damage.

b. Each Owner shall likewise be responsible to repair damage from, and to maintain such Owner’s Lot and all sidewalks, aprons, parkways and street landscaping located upon or immediately adjacent thereto free of unsightly, unreasonably excessive, or unsafe accumulations of refuse, debris, water, ice, snow and the like.

c. Purchasers and/or Owners shall plant, replace and prune and maintain street trees and landscaping as required by the Declarant, the City and/or Yamhill County, applicable General Actions of the Association and/or Board policies or guidelines.

3.19 Temporary Structures. No structure of a temporary character, trailer, excavation, tent, shack, garage, barn or other outbuilding shall be installed, located or used on any Lot or Common Property at any time as a residence, either temporarily or permanently. Persons engaged in the construction, reconstruction, repair or remodeling of improvements on a Lot may place or erect temporary or portable sheds or other temporary structures on a Lot to serve as a field office or shop facility, and/or to store or house tools, equipment or building materials in connection with such activities on such Lot and/or other Lots in the immediate vicinity. Such sheds and/or structures shall be maintained in good order, condition and appearance and must removed no later than the date the work undertaken by such persons on such Lot is completed or is discontinued or interrupted for a period in excess of fourteen (14) days.

3.20 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to: (i) all setback, maximum height and minimum yard requirements shown on the Plat and/or established by any public authority or agency having jurisdiction thereof and (ii) any land use review procedures established by any public authority or agency having or acquiring the power to establish, review or grant variances from any such requirements.

3.21 Landscaping.

a. Unless weather or other conditions will unreasonably interfere with, prevent, or imperil the results of such efforts, landscaping and planting of all areas of any Lot in plain view of adjacent streets, sidewalks and other Lots shall be completed within twelve (12) calendar months following the date on which construction of any Dwelling Unit on such Lot is commenced.

b. Asphalt and artificial turf is not permitted for the purpose of surfacing driveways, sidewalks
or other walkways, or as ground cover, on any Lot. Professionally installed, enclosed, “sport courts.”


tennis courts and similar improvements otherwise conforming to this Declaration are not subject to this


prohibition.


c. Silt fences, hay bales and other materials commonly utilized for, or which function for


purposes of temporary control of erosion and/or stabilization of soils shall be removed, or replaced by


permanent improvements or landscaping approved by the City as soon as practicable and in no event


later than the time landscaping is required to be completed in accordance with subparagraph a., of this


subsection 3.22.


d. Unsightly or dying plants, trees, shrubs and/or lawns must be removed and replaced by the


Owner of the Lot on which they are located unless measures are undertaken and completed to restore


their appearance or restore them to a healthy and attractive condition.


e. Noxious or poisonous plants of any description are prohibited everywhere on the Property


unless continuously confined to the interior of a Dwelling Unit or otherwise naturally occurring on some


portion of the Property, other than a Lot or Common Property, that may be protected and maintained in


its natural state in Tracts A and/or B (e.g. indigenous poison oak or poison ivy).


f. Ponds, pools and/or other areas that contain or accumulate standing water resulting in a


nuisance, or which constitute an “attractive nuisance,” are prohibited on all Lots.


g. Infestations by weeds in landscaped areas and/or lawns of any Lot in plain view of public


streets or pedestrian walkways, or from less than 6-feet above ground level on any adjoining Lots, must


be removed by or at the expense of the Owner or occupant(s) of such Lot.


h. Unless the same are determined to be diseased beyond cure, dead or dying, by a licensed


arborist or such removal is required by this Declaration or by governmental regulation, order or


ordinance, no tree with a trunk diameter of six (6) inches or more measured at an elevation of forty-eight


(48) inches above the average ground level surrounding the base of such tree, may be removed from


any Lot without the prior written approval of the Board or the City. Such approval may be conditioned on


replacement of such tree with a tree of such type and size, and within such time frame, as the Board or


the City may reasonably determine.


i. Hedges, shrubs, bushes, trees and other landscaping elements, fences, walls or other


barriers which in any way interfere with the ability of motorists, cyclists or pedestrians using streets or


sidewalks abutting or in the immediate vicinity of any Lot to readily observe and safely respond or react


to the presence of traffic controls, other vehicles, bicycles or pedestrians on or entering the street or


sidewalks from intersecting streets, driveways or other locations, are prohibited and shall be removed or


altered to eliminate such interference(s) by or at the expense of the Purchaser or Owner of the Lot on


which they are situated.


j. Surface and storm water must be directed away from buildings located on a Lot and may not


be allowed to pond on such Lot. Water may flow from an uphill Lot to a downhill Lot provided no


diversion or channeling results in increase or concentration of surface water flow on downhill properties.


Every Purchaser and Owner shall be and remain responsible for providing and maintaining surface


water flows from their Lot in accordance with the drainage patterns which existed prior to construction of


any Dwelling Unit and/or other improvements on, above and below the finished grade and contours of


such Lot.


3.22 Sidewalks. Purchasers shall, at their expense, install or cause to be installed, across the


applicable portion of their Lot(s) concrete sidewalks, driveway aprons and curb cuts associated therewith


in accordance with all requirements and standards of the Declarant and the City.


3.23 Signs. Unless permitted by the Board or the following provisions of this subsection 3.23, no signs


of any kind may be displayed to public view on any Lot or in any Common Property. This prohibition
does not apply to:

a. Professionally painted or printed signs advertising the availability of Lots and/or Dwelling Units constructed, or to be constructed on Lots for purchase, and in the case of Dwelling Units, for rent or for lease.

b. Signs or placards indicating the location of "block homes," or "neighborhood watch" areas.

c. Signs or placards that are temporary in nature and displayed for purposes of advertising or indicating the location of a "garage," "moving" or "estate" sale conducted on a Lot provided such temporary signs or placards are removed from public view no earlier than twenty four (24) hours before and no later than twenty four hours (24) after the time that such sale is actually in progress and accessible to the public.

d. "For Sale" signs not more than 180 square inches in total surface area mounted in or on any motor vehicle, boat, watercraft, Recreational Vehicle or other conveyance otherwise permitted to be kept or parked upon the Property that is being offered for sale by an Owner or occupant of a Lot provided that such permitted motor vehicle, boat, watercraft, Recreational Vehicle or other conveyance is parked or located entirely within the boundaries of such Lot, or, and subject always to local laws, ordinances and regulation, during daylight hours only, on the public street immediately adjacent to such Lot.

e. Signs or placards installed and/or maintained by the Declarant, the Association or the City identifying, or that assist in locating, any publicly or privately owned and/or maintained improvement, area, right of way, easement, Common Property, Tract, boundary or other feature or element of the Property and/or which are placed or posted anywhere on the Property for purposes of displaying any notice, warning, or other information deemed necessary or appropriate by the Declarant, the Association or the City.

3.24 Leasing and Rental of Dwelling Units. No Owner may lease or rent a Dwelling Unit or any portion thereof for a period of less than thirty (30) days.

a. All leases or rentals of Dwelling Units must be made subject of a written lease or tenancy agreement. Such leases or tenancy agreements shall provide that the terms thereof are subject in all respects to the provisions of this Declaration, the Bylaws of the Association and all rules and regulations duly adopted thereunder and complete copies of this Declaration, any such Bylaws, rules and regulations shall be provided by the Owner(s) of any Dwelling Units so leased or rented to the tenants or lessees upon commencement of their tenancy. Such leases or tenancy agreements shall further provide that any failure by the lessee or tenant to comply with the terms of this Declaration, said Bylaws and said rules and regulations may constitute cause for premature termination of the tenancy created thereby.

b. If the Board determines that a lessee or tenant has violated any provisions of this Declaration, the Bylaws or any one or more of the rules and regulations mentioned above, then, after having provided the Owner of the Dwelling Unit occupied by such lessee or tenant no less than ten (10) days’ advance notice of its intention to do so, the Board may either (i) require the Owner to terminate such lease or rental agreement in compliance with applicable laws or ordinances governing residential tenancies, or (ii) require the Owner to provide reasonable financial assurance that such Owner has taken measures to prevent, and that such tenant or lessee will refrain from committing, further violations by such lessee or tenant in such form and amount as the Board, in its discretion, finds adequate to insure that such violations will not recur.

3.25 Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved on Lots as shown on the Plat. Within these easements, no structures, plantings or other materials may be placed or permitted to remain which may damage or interfere with utilities located therein or the flow of water through drainage channels in the easements. Those portions of any Lot which are subject to any such easement and all improvements therein must be maintained continuously
by the Owner of the Lot except for those improvements for which the Association, a public authority, utility company, maintenance committee or other party is, or becomes responsible. Owners are solely responsible for removal, at the sole cost and expense of such Owners, of any fencing or vegetation in, or which impairs access to any portion(s) of their Lots in the event a utility company, public agency or official, or the Association requests that they do so for any purpose associated with the installation, maintenance, repair, replacement or inspection of any improvements or facilities located within such easement in furtherance of the purposes for which they are granted or established.

3.26 Encroachment and Trespass. Purchasers and Owners of all Lots are expressly prohibited from causing any improvement or activity located or conducted on their respective Lots from constituting any form of physical encroachment on any other Lot that is not part of the same Building Site as that term is defined at subsection 1.2 of this Declaration. Any such improvement or activity that is committed or permitted to continue by the Owner(s) of any Lot in violation of the next-preceding sentence of this subsection 3.27 following delivery of written notice to such Owner(s) that such improvement or activity is claimed to constitute such encroachment, shall be actionable as a trespass giving rise to the right of any party or person aggrieved thereby, including the Association, to remove and/or enjoin such encroachment and to recover damages as provided by law.

3.27 Claims by Prescription or Adverse Possession Barred; Conclusive Presumptions. It is, and will remain, vital to the interests of the Declarant, the Association, all Purchasers and all Owners that the boundaries, location and configuration of all Lots, Tracts, easements, rights-of-way and Common Property fixed and defined by the Plat be maintained inviolate in perpetuity.

   a. Therefore, upon accepting record title to any Lot within the Property, each and every Purchaser, and each and every Owner, shall be conclusively presumed to acknowledge and agree that the only land, and interests in land, vested in such Purchaser and in such Owner is, and will always remain, only that land or interest in land subject of and expressly described, or created, under and by virtue of the express terms of the conveyance by which such title or interest is vested as a matter of record and, in the case of a Lot, as such Lot is lawfully created, established, surveyed, monumented and depicted in accordance with the Plat.

   b. No right, title or interest in and to any portion, part or parcel of the Property subject of this Declaration may be vested in, or claimed by, any person, party or entity, public or private, based solely upon any legal or equitable doctrine of adverse possession, prescription or prescriptive use, or upon any codification of such doctrines, and each Purchaser and Owner of a Lot shall, upon and by the act of acceptance of record title thereto, be conclusively presumed to waive and relinquish all and any rights, title or interests they may then have, or thereafter acquire, in any land elsewhere located within the boundaries of the Property based solely on adverse possession, prescription or any codification of the legal or equitable elements thereof.

   c. Accordingly, any continuing trespass, encroachment, user or other conduct as would, at law or equity, otherwise give rise to any claim of ownership, right of possession, occupancy or use of any portion of the Property on the part of any person or party that is not vested, evidenced or established by the terms of a written instrument duly executed and recorded in the manner prescribed by law for the recordation of a conveyance of record title to real property, shall be and are hereby conclusively presumed to have occurred as a consequence of the active and informed permission and consent of all other persons or parties having or claiming an interest in said portion of the Property as a matter of record which permission and consent shall be subject to revocation and cancellation at any time and unconditionally in the unfettered and sole discretion of such other persons or parties.

3.28 Effectiveness. The provisions of subsections 3.10, 3.17, 3.27 b. and 3.27 c. of this Section III shall not be abrogated or otherwise affected as a result of conveyance, donation or dedication of any portion of the Property to the City, or otherwise by reason of the terms and provisions of Section II of this
SECTION IV
Lafayette Plantation Owners Association

4.1 Organization of Lafayette Plantation Owners Association. Prior to execution and recording of this Declaration, Declarant has caused the organization and creation of a non-profit corporation called Lafayette Plantation Owners Association, Inc., (the “Association” herein). The affairs of the Association shall be managed by a Board of Directors in accordance with the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association.

4.2 Successor Association. In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association called Lafayette Plantation Owners Association (also the “Association”). All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and Bylaws of the Association (as the same may be amended from time to time) as if they had been drafted to constitute the governing documents of the unincorporated association.

4.3 Powers, Duties and Obligations of Association Generally. Subject to the provisions of Section II of this Declaration, upon recording of the Plat, the Association shall be vested with fee title to any real property, and with ownership of any property other than real property, comprising Common Property not thereby dedicated or otherwise conveyed to the City or for public use pursuant to said Section II. And, except as otherwise and elsewhere expressly stated in this Declaration, the Association shall be responsible, and have the powers and duties necessary, for management and administration of the affairs of the Association generally, including, without limitation, all affairs, matters, issues affecting the Property as a whole and all matters relating to Common Property for so long as such Common Property remains in ownership of the Association.

4.4 Specific Powers, Duties and Obligations. Without limiting the generality of the provisions of subsection 4.3 immediately above, the Association shall have, exercise and perform all of the following powers, duties and obligations:

a. The powers, duties and obligations granted to the Association by this Declaration, its Articles of Incorporation and its Bylaws as the same are now constituted or hereafter amended, modified or restated.

b. The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of Oregon.

c. The power and obligation to care for, maintain, operate and maintain any irrigation systems incorporated in Common Property as aforesaid and to construct, reconstruct, and otherwise manage and control said Common Property at the expense and for the use and benefit of the Association and its members but, and subject to subsection 1.5 b.(l) above, only if, and for so long as, such Common Property remains in ownership of the Association.

d. Any and all additional or different powers, duties and obligations necessary or desirable for the purposes of carrying out the functions of the Association pursuant to this Declaration and otherwise promoting the general welfare and interests of the Owners.

4.5 Membership. Upon and after closing of the sale of the first Lot to a Purchaser, the Owner(s) of each and every Lot then or thereafter made subject of this Declaration shall, during the entire period of such Owner’s ownership of any Lot(s), be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership; shall expire automatically upon
termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. When more than one person or entity holds an interest as Owner in any Lot, all such persons shall be members of the Association.

4.6 Transfer of Membership. Membership in the Association shall be an incident of ownership of any Lot now or hereafter made subject of this Declaration, and any assignment, transfer, pledge, hypothecation, conveyance or alienation of such membership made or attempted in any way except by way of transfer of record title to said Lot (and then only to the transferee of title to such Lot), shall be utterly null and void. Delivery or recording of any instrument effective to transfer beneficial title to a Lot under the laws of Oregon shall operate automatically to transfer the membership in the Association incident to ownership thereof to the transferee.

4.7 Voting.

a. The Declarant shall retain control of the Association until Turnover occurs as provided by subsection 4.11 of this Declaration and the Bylaws of the Association. At and following Turnover, each Lot shall be allocated one (1) vote in the affairs of the Association. If an Owner owns more than one Lot, such Owner shall have one vote for each Lot owned. Declarant shall be entitled to vote as the Owner of any Lot(s) owned by Declarant, and the Association shall be entitled to vote as the Owner of Lot(s) then or thereafter owned by the Association. The Association shall not be entitled to vote as the Owner of any such Lot(s) in any election of directors.

b. No lessee, tenant, resident or other occupant of any Dwelling Unit or Lot who is not an Owner shall have any voting rights in the Association.

4.8 Board of Directors. At and following Turnover, the Board of Directors of the Association shall be comprised of no less than three directors. Directors shall be elected by vote of the members of the Association in accordance with the terms and provisions of the Bylaws of the Association and in the event of a vacancy occurring on the Board, the position of such director(s) shall be filled in accordance with the terms and provisions of said Bylaws.

4.9 Liability. Neither the Declarant, its members nor any directors, officers, representatives nor agents thereof; nor the Association, any person serving as an officer of the Association, any person serving as a director of the Association, nor any person serving as a member, or exercising the rights, powers or authority of a member of the Board, shall be liable to any Purchaser, Owner, resident or occupant of the Property for any damage, loss, expense or prejudice suffered or claimed on account of any action or omission by or on the part of the Declarant, the Association, any such officer(s), any such director(s), or such Board member(s), provided only that such action or omission was undertaken in good faith and in accordance with actual knowledge possessed by the entity or person.

4.10 Interim Board. Concurrently with, or immediately following, filing of the Articles of Incorporation of the Association, Declarant shall appoint an interim Board of Directors of the Association consisting of three (3) directors. The members of the interim Board of Directors of the Association shall serve until replaced by Declarant or until their successors have been elected by the Owners at or after Turnover as described in subsection 4.11 immediately below.

4.11 Turnover.

a. Not later than ninety (90) days after the date upon which seventy five percent (75%) of all Lots which are now and at anytime made subject of this Declaration shall be conveyed to the first Owner(s) thereof other than an Owner who is also a Purchaser as that term is defined at subsection 1.12 of this Declaration, Declarant shall turn over administrative responsibility for the Property then subject to this Declaration and control of the affairs of the Association to the Owners.

b. Turnover shall be initiated by mailing to the street address of each Lot then subject of this Declaration a written notice of Declarant's intent to turn over said responsibility and control effective as of
a date not less than forty-five days (45) following the date of such notice.

c. Turnover shall be deemed for all purposes effective on the date specified in such notice whether or not the members of the Association at that time shall have elected a Board of Directors and/or whether such Board of Directors shall have acknowledged in writing delivered to Declarant, assumption of the powers, authority and obligations vested in the Board and the Association by virtue of this Declaration and the Articles of Incorporation and Bylaws of the Association.

d. If Declarant fails to provide notice of intent to turn over administrative responsibility for the Property and control of the Association prior to expiration of the period above-described, any Owner may give the notice as required by this section. However, nothing set forth or contained in this Declaration shall be deemed or construed to prevent, inhibit or impair Declarant from effecting turn over of said administrative responsibility and control pursuant to subparagraphs b. and c. of this subsection 4.11, at any time following the date upon which at least twenty-five percent (25%) of all Lots which are then subject of this Declaration have been conveyed to the Owner(s) thereof and/or to one or more Purchasers.

e. On the effective date of any notice of the nature described in subparagraphs b., or d., of this subsection 4.11, all members of the Interim Board of Directors shall be deemed for all purposes to have resigned their positions as such and their successors shall be elected by the membership of the Association as provided in its Bylaws. At Turnover, Declarant shall deliver to the Association in care of its Board those items in Declarant’s possession relating to ownership of Common Property and administration of the Association as set forth in the Bylaws. Turnover shall take place notwithstanding the presence or absence of a quorum of members the Association at any meeting or assembly of Owners convened for purposes of assuming control of the Association or any lack or participation by such members in any other process or procedure initiated or conducted by any Owner(s) or the Declarant for such purposes.

f. If and when Declarant has complied with the foregoing requirements of this section 4.11, Declarant shall be relieved of any further responsibility for the administration of the Association or control of its affairs or property except as the Owner of one or more Lots should it then be an Owner of any such Lot(s).

g. Failure, neglect or refusal of the Association, its Board of Directors, any Board or members of the Association, including, without limitation, the Declarant, to administer the affairs of the Association; or to exercise its powers, rights or prerogatives; or to otherwise perform the duties and obligations of the Association, or to see to or cause their performance in accordance with this Declaration, its Articles of Incorporation or Bylaws shall in no way affect or diminish the effectiveness of the terms and provisions of this Declaration, such Articles or said Bylaws or their binding effect on the Owners and Lots now or hereafter subject thereof.

4.12 Rules and Regulations.

a. The Board of Directors on behalf of the Association may, from time to time, adopt, modify, or revoke such rules and regulations governing the conduct of persons and use of Lots and Common Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property and/or conformity of such use with the terms and provisions of this Declaration and any General Actions of the Association.

b. A copy of all rules and regulations adopted on behalf of the Association and a copy of each amendment, modification or revocation thereof, shall, upon adoption, be promptly mailed or otherwise delivered by or on behalf of the Board of Directors to each Owner at his, her or its address appearing in the records of the Association.

c. All such rules and regulations, and any such amendments or modifications thereof, shall be
binding upon each Owner and occupants of all Lots to which they pertain on the date a copy of the same is mailed or otherwise delivered as herein stated. Adoption of rules and regulations on behalf of the Association shall be effected in accordance with the Bylaws of the Association.

SECTION V
Assessments and Liens of Assessments

5.1 Assessment of Owners and Lots.

a. Subject to the provisions of subsections 5.4 (a) and 5.4 (b) below, all Owners, other than Declarant, shall be obliged to contribute to the payment by or on behalf of the Association of all expenses and costs incurred or which are required to be incurred by the Association which are reasonably necessary in order for the Association: (i) to perform effectively, or cause to be performed effectively the functions and obligations on its part to be performed under this Declaration, (ii) to care for, maintain, repair, construct, reconstruct and preserve all Common Property; (iii) to otherwise protect and preserve the Property and Common Property in keeping with the purposes of this Declaration set forth in the Recitals set forth above, and (iv) to enforce and otherwise promote or encourage compliance with the terms and provisions of this Declaration, its Articles of Incorporation, its Bylaws and all rules and regulations duly adopted consistent with the provisions of each and all of said instruments, all as reasonably fixed, determined and budgeted in accordance with this Declaration and said Bylaws. For purposes of this Section V, all expenses and costs of the nature described in this subparagraph are called “Association Expenses”.

b. The mechanism and method for recovery of all such contributions and amounts shall be assessment thereof to the Owner(s) and upon the Lot(s) responsible for payment thereof.

5.2 Assessment of Declarant. Prior to Turnover, Declarant shall have no obligation for payment of any amounts assessed against and payable by an Owner pursuant to the provisions of this Section V but shall be responsible to contribute to the payment of Association Expenses to the extent, if any, amounts assessed to, and payable by Owners other than the Declarant are insufficient to fund payment of Association Expenses incurred and payable by the Association that become due and payable prior to Turnover. Following Turnover, the Declarant shall be assessed as the Owner of any Lot which it then owns, but such assessment shall be prorated to the date of sale of such Lot.

5.3 Payment and Collection of Assessments; Abatement in Consideration of Service to Association.

a. When a Lot is transferred to a Purchaser, and each time a Lot is transferred to a new Owner(s), the transferee shall pay to the Association (through escrow whenever applicable) a "Transfer Assessment" in an amount equal to one-fourth (25%) of the total annual General Assessment (as determined in accordance with subparagraph a. of subsection 5.4, immediately below), payable with respect to such Lot during or for the Association fiscal year in which such transfer occurs as a matter of record. The Transfer Assessment constitutes an initial contribution to the working capital of the Association on the part of such Purchaser(s) or new Owner(s) and shall be used by the Association only to pay Association Expenses. Transfer Assessments on a Lot are payable in addition to the amount of the General Assessment otherwise payable with respect to such Lot during and for any fiscal year.

b. Assessments may not be waived or abated due to lack of or limited access to, or unavailability for use of, any Common Property. The Association shall take prompt action to collect from any Owner(s) any assessments which remain unpaid by such Owner(s) for more than forty-five (45) days from the date payment thereof becomes due. All and any costs and expenses reasonably incurred by the Association for purposes of collection of unpaid assessments shall be recoverable by the Association from the party or parties responsible for payment thereof all by way of Individual Lot Assessment as provided for at subsection 6.4b below and, where applicable, subsection 6.5 of this.
Declaration.

c. Following Turnover:

(i) Each person elected and serving as the Chairperson or President of the Association shall be relieved of the obligation for payment of entire amount of General Assessment otherwise payable by such person during and for the period of time during which such person shall serve in said capacity;

(ii) Each person elected and serving as the Secretary of the Association shall be relieved of the obligation for payment of seventy five percent (75%) of the General Assessment otherwise payable by such person during and for the period of time during which such person shall serve in said capacity;

(iii) Each person elected and serving as the Treasurer of the Association shall be relieved of the obligation for payment of seventy five percent (75%) of the General Assessment otherwise payable by such person during and for the period of time during which such person shall serve in said capacity;

(iv) Each person elected and serving as a director of the Association (who is not also elected and simultaneously serving in any of the official capacities above-stated) shall be relieved of the obligation for payment of fifty percent (50%) of the General Assessment otherwise payable by such person during and for the period of time during which such person shall serve in said capacity.

d. Relief from obligations for payment of General Assessments afforded pursuant to subsections 5.3 c.(i), (ii), (iii) and (iv) above shall extend only to the amount of General Assessments which would otherwise become due and payable by the persons afforded such relief during the term of office of such persons and shall not extend to any General Assessments due and payable by such persons at any time prior to, or following, the time that such persons actually serve in the capacities therein mentioned. Nor shall any such persons be relieved of any obligation for payment of any Transfer Assessment, any Individual Lot Assessment, or any special or extraordinary assessment otherwise payable by such persons regardless of when such assessments are levied, payable or paid.

e. Relief from obligations for payment of General Assessments afforded pursuant to the foregoing provisions of this subsection 5.3 shall be limited to the amount of General Assessments payable with respect to only one Lot for which the person entitled to such relief would otherwise be liable for payment.

f. Relief from obligations for payment of General Assessments afforded pursuant to the foregoing provisions of this subsection 5.3 may, after fair hearing and reasonable opportunity to defend his or her position, be denied, in whole or in part, should any person otherwise entitled thereto be removed from his or her status as an officer or director of the Association in accordance with the Bylaws of the Association or otherwise fail, neglect or refuse to observe and perform each and every obligation and duty on his or her part to be performed in such status.

g. If required by applicable law, each and every person relieved of any obligation for payment of General Assessments pursuant to the foregoing provisions of this subsection 5.3 shall be solely responsible for reporting as income for services rendered the Association the amount of relief so afforded for state and federal income tax purposes and for payment of all and any taxes due on account of receipt of such relief.

5.4 Basis for Assessments.

a. General Assessments. The total amount of all budgeted Association Expenses, including, without limitation, amounts to be contributed toward separately budgeted funds and reserves established for the common benefit of all members of the Association in accordance with any General Action(s) of
the Association, or in accordance with the Bylaws, during or for each fiscal year of the Association, less the amount of any common profits, Transfer Assessments and surpluses of the Association, if any, available for payment of Association Expenses, shall be divided by the total number of Lots subject of this Declaration on the last day of the prior fiscal year and the result obtained shall constitute the amount of the "General Assessment" payable with respect to each Lot subject of this Declaration during and for the current fiscal year other than any Lot(s) owned by Declarant as of the last day of said prior fiscal year.

b. Interim General Assessments. If an when any Lot owned by the Declarant on the last day of a fiscal year is thereafter conveyed by the Declarant to a Purchaser or other Owner, then, in addition to the Transfer Assessment payable by reason of such conveyance, said Lot and the Owner(s) thereof shall become liable for payment of an "Interim General Assessment" equal in amount to the amount of the General Assessment payable with respect to all other Lots subject of this Declaration determined in accordance with subsection 5.4 immediately above, prorated for that portion of the current fiscal year following the date of such conveyance.

(i) Interim General Assessments shall be due and payable at the same time(s) and on the same terms as any portion of the General Assessment for said fiscal year is scheduled for payment or otherwise generally due and payable by all other Owners at any time after the date of such conveyance.

(ii) However, if the entire amount of the General Assessment due for said fiscal year has previously become due and payable, then the entire amount of said Interim General Assessment shall become due and payable in full on closing of the transaction resulting in said conveyance.

c. Individual Lot Assessments. Notwithstanding the other provisions of this Section V, the Association may assess any individual Lot or Lot(s) an "Individual Lot Assessment" to recover all or any portion of any costs, expenses, losses, damages or other charges incurred or suffered by the Association, or by the Owner(s) of any other Lot or Lots, attributable to the negligence or misconduct of the Owner of such Lot, any resident thereof, or the family members or invitees of any such Owner or resident, and for the recovery of any unpaid fines, fees, assessments or charges payable by the Owner(s) thereof to or for the benefit of the Association by reason of the terms and provisions of this Declaration, the Bylaws of the Association, any General Action(s) of the Association and/or any rules and regulations adopted in accordance therewith or pursuant thereto.

d. Special or Extraordinary Assessments. In the event of any loss of or damage to Common Property for which the Association is not insured or adequately insured, and/or in the event it should become necessary that the Association incur the obligation or need to prosecute, defend against, or respond in damages for, any claim for which it is not otherwise insured or adequately funded, then the Board of the Association may resolve to impose upon behalf of the Association such special or extraordinary assessments as it may determine is necessary and appropriate under all the relevant circumstances.

(i) Special or extraordinary assessments shall be allocated and levied among all Lots then subject of this Declaration in precisely equal shares and shall be due and payable at such time(s) and in such manner as the Board shall determine by resolution duly and regularly adopted at a regular or special meeting of the Board.

(ii) Provided, however, no such special or extraordinary assessment on any Lot in an amount greater than $500.00 shall be due or payable less than forty five (45) days following the date the same is levied without the express consent or agreement of the person(s) liable for payment of such assessment and, in no event, shall any such special or extraordinary assessment, regardless of amount, be due or payable less than fifteen (15) days following the date the same is levied.

5.5 Notice of Assessments. The Association shall, not less than annually, provide written notice to
the Owner(s) of each Lot setting forth the amount of the General Assessment, any Individual Lot Assessment(s) and any special or extraordinary assessment(s) payable with respect to such Lot calculated and/or assessed in accordance with section 5.4 of this Declaration.

a. Subject to the limitations stated at subsection 5.4 d.(ii) above, payment of such assessments shall be due and payable on or before a date or dates, or in installments, as set forth in the notice which shall be not less than thirty (30) days after the date the notice is mailed or at such later time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws.

b. The Association or its managing agents shall promptly provide any Owner who makes a request in writing with a written statement setting forth the amount and nature of any and all assessments levied and unpaid with respect to any Lot(s) owned by such Owner.

c. However, neither the Association nor its managing agents shall be obliged to provide any such written statement more frequently than once every sixty (60) days.

5.6 Creation of Lien and Personal Obligation of Assessments. Whether or not stated or otherwise expressed any instrument conveying ownership of any Lot, by acquiring record title to such Lot or a vendee's interest as a contract purchaser of such Lot, each Owner shall be deemed for all purposes whatsoever to have unconditionally promised, covenanted and agreed to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Bylaws of the Association. Such assessments, charges, and other costs together with any interest, expense or attorneys' fees imposed pursuant to Section VI of this Declaration shall be a charge on the land and Lot so acquired and constitute a continuing lien upon such Lot until fully paid and satisfied. In addition, all such assessments, charges and other costs shall be the personal obligation of the Owner(s) of such Lot at the time the assessment or charge became due and payable. Such liens and personal obligations shall be enforced in the manner set forth in said Section VI or in any other manner or by any other means provided for at law or in equity.

SECTION VI
Remedies

6.1 For Violation of General Protective Covenants. In the event any Owner, or other person(s) for whose actions or omissions such Owner is responsible hereunder, shall violate or suffer violation of any provision of this Declaration, the Bylaws of the Association, any rules or regulations adopted on behalf of the Association, or any standards, actions or decisions of the Board herein provided for, then the Association shall have each and all the following rights, remedies and prerogatives, which shall be cumulative:

a. To notify the Owner in writing that the violations exist; that such Owner is responsible for them, and that unless such violation(s) are corrected or abated within such time following the date of such notice as is stated therein, the Association may take any action with respect to the correction or abatement thereof as may be provided for in this Declaration or otherwise under the Bylaws and/or such rules or regulations;

b. After affording notice and a reasonable opportunity to be heard, to suspend such Owner's voting rights and rights of use or the benefits of Common Property for the period that the violations remain unabated, not to exceed sixty (60) days, for any infraction of its rules and regulations;

c. After affording notice and a reasonable opportunity to be heard, to impose reasonable fines upon such Owner, in a manner and amount the Board shall deem appropriate in relation to the violation and to make any such fines the subject of an Individual Lot Assessment.

d. Provided notice of the nature described in subparagraph a. of this subsection 6.1 shall have be given as therein stated and the Owner(s) of any offending Lot shall be afforded reasonable advance
notice of the time such entry will take place:

(i) The Association acting by and through its managing agents, attorneys or contractors may enter any offending Lot (which entry shall not subject the Association, the directors or officers of the Association or the Board, or any agent or representative thereof to liability for trespass, conversion or any other claim for damages) and remove the cause of such violation, or alter, repair or replace any non-conforming improvements located on such Lot in such a manner as to make such improvements conform the requirements or standards which pertain thereto.

(ii) In any such case, the Association may assess the Owner of the offending Lot for the entire cost of the work done, which amount, if not paid by such Owner, shall be made subject of a an Individual Lot Assessment levied with respect to such Lot.

(iii) Provided, however, nothing contained in this Declaration shall be construed to permit entry into any living space enclosed in any regularly occupied Dwelling Unit located on the Property without: (a) the express consent or ratification on the part of the Owner of the Lot upon which such Dwelling Unit is situated or, in the alternative, (b) the informed consent of an adult person regularly residing in such Dwelling Unit at the time such entry is effected.

e. Resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate and/or avail itself of any other or further remedies available at law or in equity.

Provided, however, nothing in this subsection 6.1 shall be construed to afford to the Association or any person or persons acting, or purporting to act on behalf of the Association, any right to deprive any Owner of use of, and access to and from, such Owner's Lot except to the extent reasonably necessary to enable corrective measures of the nature authorized and described at subparagraph d.(i) of this subsection 6.1 to be undertaken and completed as expeditiously as possible under all of the circumstances then pertaining.

6.2 For Failure to Pay Assessments; Lien; Enforcement of Lien. If any assessment or other sum charged, levied or payable pursuant to this Declaration is not paid within thirty (30) days after it becomes due, such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate of twelve percent (12%) per annum, or the highest rate of interest lawfully recoverable under the circumstances, whichever rate of interest is less. In addition, the Association may exercise any or all of the following remedies simultaneously or consecutively:

a. The Association may suspend such Owner's voting rights and right of use or the benefits of Common Property until such assessments and/or other amounts payable under this Declaration or the Bylaws of the Association, are paid in full and declare all remaining periodic installments of any annual assessments or any other amounts owed by such Owner to the Association immediately due and payable. In no event, however, shall the Association deprive any Owner of access to and from such Owner's Lot from any public street or sidewalk abutting such Lot.

b. Enforce the lien arising under section 5.6 above for any assessments, including, without limitation, any Individual Lot Assessment(s) levied against such Lot under this Declaration or the Bylaws against the Owner of the Lot anytime after the date on which the assessment becomes due and payable to the Association. For purposes of effecting the foregoing sentence only, the provisions regarding the attachment, notice, recordation and duration of liens on real property under ORS 94.709 as now enacted or hereafter amended or reenacted shall apply to the lien of the Association arising hereunder. If any assessment or other amount due or to become due under this Declaration or the Bylaws is payable in installments, the full amount of such assessment or other amount is a lien from the date the first installment payment on account thereof becomes due.

c. In any suit or other proceedings to foreclose any lien arising under this Declaration, in addition to the sums secured by such lien, the Association may seek and recover from the Owner(s) of
the Lot(s) subject of such lien reasonable rental for the use of such Lot(s) during the pendency of the suit and shall be entitled to the appointment of a receiver to collect such rental. The Association shall have the power to purchase any such Lot(s) at the foreclosure sale and to thereby acquire all right, title and interest of the Owner(s) thereof and to hold, lease, mortgage, vote the votes appurtenant to, convey, and otherwise deal with such Lot(s) and all improvements thereon as Common Property of the Association.

d. Liens for assessments or charges provided for in this Declaration shall be subordinate to liens for taxes and assessments payable to any governmental entity and to the lien of any mortgage or deed of trust on the subject Lot made in good faith and for value recorded prior to the recordation of the notice of any lien(s) provided for in this Declaration.

e. Sale or transfer of any Lot shall not affect any lien arising under this Declaration except that in any case where any person or entity obtains record title to a Lot directly as a result of foreclosure of a mortgage, deed of trust or land sale contract having priority over the lien arising under this Declaration as a matter of law, or by deed in lieu of foreclosure of any such mortgage, deed of trust or land sale contract, the lien of the Association for payment of any assessments or charges that became due and payable prior to the date such foreclosure was initiated, or the date upon which such conveyance in lieu of foreclosure was executed by or on behalf of the grantor or transferor thereunder, whichever date is earlier, shall be discharged and of no further effect upon vesting of record title in such person or entity, their assigns or successors in interest. Provided, however:

(i) In the case of a conveyance in lieu of foreclosure, the lien of the Association shall be discharged as aforesaid only if: (1) written notice has been delivered to the Association, addressed to the person or party authorized to accept service of process on behalf of the Association, informing the Association of the mortgagee's intent to accept a conveyance in lieu of foreclosure, the true and actual amount of the indebtedness or obligation to be satisfied by delivery of said conveyance in lieu of foreclosure, and that the lien of the Association may be extinguished in the circumstances specified in this paragraph, and (2) any such conveyance in lieu of foreclosure is made of record no less than thirty (30) days after the date said notice is delivered to the Association.

(ii) No such foreclosure sale or conveyance in lieu of foreclosure however effected shall discharge the Lot for liability for any assessments or charges not otherwise discharged by virtue of the foregoing provisions of this subsection 6.2 e. or that thereafter become due, or from the lien of such surviving or any subsequent assessments or charges due and payable with respect to the property subject of said foreclosure or conveyance in lieu of foreclosure.

(iii) The foregoing provisions of this subsection shall have no effect whatsoever on the personal liability of those persons or entities from whom the assessments subject of any such lien are, or may become, otherwise recoverable by or on behalf of the Association pursuant to this Declaration.

f. The Association may bring an action to recover a money judgment for unpaid assessments, fines and charges under this Declaration or the Bylaws without foreclosing or waiving the lien described subsection 5.6. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

g. The Association shall have any other remedies available to it at law or in equity for recovery of any assessments, charges or other sums due or recoverable by it pursuant to the provisions of this Declaration or the Bylaws.

6.3 City Remedy for Failure to Maintain Common Property Landscaping. If the Association, or any Owner(s) responsible therefor, shall fail to adequately maintain the landscaping of any Common Property which is then the obligation of the Association, or such Owner(s), to maintain under the terms of this Declaration, then, provided the City shall have delivered written notice to the Association, or to the Owner(s) responsible for such maintenance, to undertake specific measures reasonably necessary in
order to effect such maintenance within no less than thirty (30) days following the date such notice is so delivered, if the Association, or Owner(s) responsible therefor, shall fail, neglect or refuse to comply with such notice, the City is hereby authorized, but not required, to undertake the measures stated in such notice and to assess and recover from the Association, or the individual Owner(s) responsible therefor, the reasonable and necessary costs incurred by the City for purposes of accomplishing such measures. For purposes of this subsection, the Declarant shall be bound as an Owner for so long as it shall otherwise retain the status of an Owner as defined at subsection 1.13 above. The provisions of this subsection 6.3 shall not be amended without the prior written consent of the City and shall survive any termination of this Declaration effected in accordance with subsection 7.4 below.

6.4 Other Remedies and Private Right of Action; Limitation.

a. Nothing contained in this Section VI or elsewhere in this Declaration, save and except limitations on liability expressly stated therein, shall be deemed or construed to limit, impair or prohibit any Owner from seeking any remedy which such Owner may have or acquire by virtue of violation of any of the terms or provisions hereof on the part of any other Owner, resident, occupant or other person or party who may commit an actionable wrong with respect to such Owner including, without limitation, the right to enjoin violation, or to compel performance or enforcement, of any terms or provisions herein contained and the right to recover on any claim or cause or action or suit arising in favor of such Owner by virtue of the express terms of this Declaration or otherwise.

b. Provided, however, and except for claims or actions presented and/or prosecuted for purposes of resolution or adjudication of any matter or controversy arising under, or subject of, subsections 3.26 or 3.27 of this Declaration, any action to recover damages, or to secure any other form of relief or remedy available at law or in equity, arising by virtue of any actual or alleged violation of any the terms or provisions hereof as aforesaid must be commenced not more than two (2) years from the date any conduct or circumstances claimed to constitute such violation the part of any party or parties from or against whom such damages, other relief or remedy may be sought in such action first occurred whether or not such occurrence is discovered, or could have been discovered in the exercise of reasonable diligence, by the person(s) or party(ies) seeking recovery of such damages and/or such other form of relief or remedy.

6.5 Notification of Lien Holders. The Association may, and if requested in writing by the Owner to do so, shall, notify the holder of, or beneficiary named in, any mortgage, trust deed or vendor’s interest under any land sale contract covering any individual Lot of any default in performance of the terms of this Declaration by the Owner thereof which is not cured within sixty (60) days. However, failure, neglect or refusal on the part of the Association to provide any such notice shall not result in liability of any kind on the part of the Association to any party or parties requesting any such notification, such Owner, or any other person or party who may otherwise be injured, prejudiced or damaged by reason of such failure, neglect or refusal on the part of the Association.

6.6 Attorneys’ Fees and Costs. If any action, suit or other judicial or quasi-judicial proceeding is initiated by any person or party interested in or subject to the terms and provisions of this Declaration for the purposes of recovery or relief on or under any claim, cause or action or suit or remedy provided for or described hereunder, or otherwise for the purposes of enforcement or interpretation of any such terms or provisions, the substantially prevailing party or parties in such action, suit or other proceeding shall be entitled to recover from the other party or parties in such action, suit or other proceedings, in addition to all other relief afforded such substantially prevailing party or parties, such party’s or parties’ reasonable attorneys’ fees, charges and expenses; statutory costs, and the reasonable costs of necessary discovery and fees of expert witnesses or consultants engaged by such party or parties in connection with the prosecution or defense of such proceedings, all as fixed by the court(s) or tribunal(s) by which such action, suit or other proceedings, including appellate proceedings, shall be tried, heard and finally decided.
SECTION VII
Miscellaneous Covenants

7.1 Gender and Captions. As used herein, the singular shall include the plural and the plural the singular. The masculine, the feminine and neuter shall each include the other as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way define, limit or impair the effectiveness of each and all of terms and provisions of this Declaration.

7.2 Amendment.

a. Subject to the limitation set forth at section 6.3 above, this Declaration, and any individual terms or provisions hereof from time to time in effect with respect to all or any part of the Property, may be amended or repealed by Declarant in the exercise of its sole and unbridled discretion alone at any time until Turnover or, after Turnover, by vote or written consent of the Owners of no less than seventy-five percent (75%) of all the Lots then subject of this Declaration. Provided, however: (i) no such amendment or repeal affecting the rights and obligations of the Declarant hereunder may be effected without the express written consent of the Declarant; (ii) the adoption or implementation of any such amendment or repeal shall not constitute a violation of any law, statute, ordinance, regulation, valid and subsisting condition of approval, or permit, pertaining to development or use of the Property, now or hereafter adopted, enacted or issued by any governmental entity or agency having lawful jurisdiction and authority to adopt, enact or issue and enforce the same, and (iii) no such amendment or repeal affecting the rights or obligations of less than all Owners affected by this Declaration may be effected without the express written consent of at least two thirds of the Owners to be affected thereby.

b. Any action effecting any such amendment or repeal shall become effective only upon recordation in the deed records of Yamhill County, Oregon, of a certificate of Declarant prior to Turnover, and thereafter by a certificate of the chairperson, president or secretary of the Association, setting forth in full the amendment, amendments or repeal so approved and certifying, under oath, that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

7.3 Regulatory Amendments. Notwithstanding the provisions of section 7.2 immediately above, until the conveyance of the last Lot owned by Declarant to a third party, Declarant shall have the unqualified right to amend this Declaration in order to comply with the requirements relating to the development of single-family residential improvements within the Property contained or required by the provisions of applicable statutes, ordinances, regulations or guidelines of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Oregon, Yamhill County, the City of Lafayette, or of any corporation or other entity wholly owned, directly or indirectly, by the United States, the State of Oregon, Yamhill County or the City of Lafayette which insures, guarantees or provides financing for single-family residential developments or lots in single-family residential developments.

7.4 Duration and Effect. This Declaration shall run with the lands subject hereof and shall be and remain in full force and effect at all times with respect to all land and Common Property included within the Property and the Owners thereof until terminated. Following Turnover, this Declaration may be terminated only upon approval by the vote or written consent of the Owners of no less than ninety percent (90%) of the number of Lots then subject of this Declaration. Any such termination shall become effective only if a certificate executed by the chairperson or president and the secretary of the Association, certifying that termination shall become, or became, effective as of a date certain and that such termination was effected by consent or vote of all Owners of property subject of this Declaration in the manner herein prescribed, shall be duly acknowledged and recorded in the deed records of Yamhill County, Oregon.
7.5 Joint Owners. In any case in which two or more persons or entities share the ownership of any Lot, regardless of the form of ownership, the responsibility and liability of such persons or entities under this Declaration shall be a joint and several and the act or consent of any one or more of such persons or entities shall constitute the act or consent of the entire ownership interest. In the event any joint Owners shall disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to any pending matter, such Owners shall not cast any such vote or evidence their consent with respect to such matter and shall deliver written notice of such disagreement to the Board and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given or withheld with respect to such matter. Whenever, for purposes of this Declaration, the consent, vote or approval of a certain number, percentage or fraction of Owners is specified, all Owners of a single Lot shall be considered as one Owner.

7.6 Lessees and Other Invitees. Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvements to or enjoyment of such Owner's Lot and other areas within the Property. All Owners shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

7.7 No Implied Waiver. Failure by Declarant, the Association, the Board, or any Owner to enforce any term, provision, covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

7.8 Notice of Sale, Mortgage, Rental, or Lease. Immediately upon the sale, mortgage, rental, or lease of any Lot, the Owner thereof shall promptly inform the Secretary or the Association, or its managing agent(s), if any, of the name and address of the vendee, mortgagee, lessee, or tenant.

7.9 Notices and Communications. All notices and other communications under this Declaration shall be in writing and shall be deemed to have been given on the date of delivery when delivered by personal service, or three (3) business days after the date the same are deposited as Certified or Registered in the United States mail, with postage thereon prepaid, addressed to the person(s) or party to whom such notice is directed at its address determined as provided section 7.10 below. Routine communications, notices and publications directed by the Declarant, or on behalf of the Association, to the Owners and/or occupants of all Lots within the Property shall be addressed to all such Owners and/or occupants according to subsection 7.10 by first class United States mail and will be deemed delivered for all purposes on the fifth (5th) calendar day after they are deposited in the US Mail with postage thereon prepaid.

7.10 Addresses. All notices and other communications under this or her Declaration shall be given to the persons and parties affected by this Declaration at the following addresses:

a. If to an Owner, then to the last address for such Owner shown in the Association's records.
If no mailing address for an Owner is contained in the Association's records regularly maintained for such purpose, or if such notices are intended for delivery to the occupant(s) of a Lot, then such notices shall be directed to such Owner and/or occupant(s) at the mailing address assigned to the Lot or Lots in which such Owner has or claims an interest or that is occupied by such occupant(s).

b. If to the Declarant, then to:
   Lafayette Plantation, LLC
   c/o Sid Browning, Manager
   14805 NE 101st Place
   Brush Prairie, WA 98660

LAFAYETTE PLANTATION: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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7.11 Change of Address. Any person or party affected by this Declaration or who has or claims an interest in the Property or any portion thereof may change the address to which notices shall be directed to such person or party by giving thirty (30) days' written notice of such change of address delivered as provided herein.

7.12 Status of Property.

a. Nothing contained in this Declaration shall be deemed or construed to obligate or to impose upon the Owners of the Property or of the Lots therein contained any collective obligation for the maintenance, operation, insurance and/or property taxes relating to any Common Property now or hereafter subject of this Declaration.

b. Said obligations shall be, and are hereby, imposed upon by the Association only as a lawfully formed and maintained non-profit corporate entity or unincorporated association as first above described. No Owner or Owners shall be compelled to maintain, operate, insure or bear responsibility for payment of any property taxes relating to any such Common Property by virtue of the terms of this Declaration.

c. It is the Declarant's intention and good faith belief that the real property development and subdivision subject of this Declaration is not a "planned community" within the meaning of ORS 94.550 (12) as amended by Chapter 677, Section 1, Oregon Laws 1999.

7.13 Severability and Savings Clause. The invalidity or lack of enforceability of any terms or provisions of this Declaration shall not impair or otherwise affect in any manner the validity, enforceability or effect of the remaining terms of this Declaration and said remaining terms and provisions shall be construed and enforced in such as manner as to effect the evident intent and purposes of this instrument taken as a whole insofar as reasonably possible under all of the relevant circumstances and facts.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on December 21, 2000.

LAFAYETTE PLANTATION, LLC, a Manager-managed Oregon limited liability company.

By /s/ Sid Browning, Manager

By /s/ Brent Harrison, Manager

STATE OF OREGON, County of Multnomah \s.s.

The foregoing instrument was acknowledged before me on December 21, 2000, by Sid Browning and by Brent Harrison each of whom is a Manager, and both of whom are together the sole Managers, authorized to execute this instrument on behalf of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

\[Signature\] 
Notary Public for Oregon
My commission expires: \[Signature\]
EXHIBIT A

to

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

LAFAYETTE PLANTATION

LEGAL DESCRIPTION OF PROPERTY

All of that land shown on the map and plat of LAFAYETTE PLANTATION located within the Joel Perkins DLC No. 42, situated in the East ½ of Section 1, Township 4 South, Range 4 West, and in the West ½ of Section 6, Township 4 South, Range 3 West, Willamette Meridian, City of Lafayette, Yamhill County, Oregon, being more particularly described as follows:

Beginning at the Initial Point, a 5/8” iron rod with yellow plastic cap inscribed “Land Dev. Consultants” marking a point on the North line of that tract of land described as Parcel 1 in deed recorded in film volume 290 on pages 543-546, Yamhill County Deed Records, said initial point bears South 03°31’11” East, 804.14 feet and South 89°46’14” East, 436.93 feet from the monument marking the Northeast corner of the Elijah Millican Donation Land Claim No. 43; thence along the North line of said tract of land, South 89°46’14” East, 205.83 feet; thence leaving said line, North 40°15’12” East, 194.27 feet; thence North 70°11’47” East, 228.84 feet to a point on the West line of that tract of land described in deed recorded in film volume 55, page 218, said Deed Records; thence along said line South 03°33’58” East, 227.66 feet to the Southwest corner thereof; thence along the South line of said tract of land, South 89°46’14” East, 876.21 feet to the Westerly right of way line of Abbey Road (Market Road No. 11 (also known as “Bridge Street”)); thence along said right of way line, South 07°32’47” West, 349.60 feet to the North line of that tract of land described in deed recorded in film volume 131 on pages 847-848, said Deed Records; thence along said line, North 89°24’56” West, 300.14 feet to the Northwest corner thereof; thence along the West line of said tract of land, South 07°49’08” West, 300.41 feet to the North line of that tract of land described in deed, recorded in Document Number 1995-09226, said Deed Records; thence along said line, South 89°52’09” West, 1085.60 feet; thence leaving said line, North 03°07’34” East, 650.32 feet to the Initial Point.

LAFAYETTE PLANTATION: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Exhibit A

Page 1 of 1
EXHIBIT B

to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
LAFAYETTE PLANTATION

Attachment A
FP-15359
Page 3 of 4

16. A retaining wall shall be constructed along the north edge of 14\textsuperscript{th} Street and the east edge of Lot #54 to reduce the amount of wetland fill. A four foot high chainlink fence shall be erected along the top of the retaining wall and continue, fencing the entire mitigation area to protect it from human impacts.

17. Following mitigation site construction, an as-built report will be submitted.

MONITORING CONDITIONS

18. To ensure a successful habitat replacement the permittee shall, for a period of five years, maintain the mitigation site until vegetation has become established and the area is functioning as designed.

19. The applicant shall establish fixed photo points. Photos shall be taken annually from the established points and submitted to the Division of State Lands for monitoring purposes. A monitoring report shall be submitted annually to the Division of State Lands for a period of five years after wetland construction. The annual report is due November 1 of each year.

CONTINGENCY MEASURES

20. Following receipt of the annual monitoring report, the Division of State Lands, in consultation with the Oregon Department of Fish and Wildlife, shall review the data submitted and the site conditions with the applicant. Necessary measures to ensure achievement of the mitigation objectives will be determined at the end of the final monitoring report.

21. The issuance of this permit is conditional upon acquisition of all other required permits/approvals.

22. The Division of State Lands retains the authority to require appropriate corrective actions to the mitigation site in the event the newly created wetlands are not functioning as designed within a period of five years.
AFTER RECORDING RETURN TO:
Thomas A. Sherwood, Esq.
MARTIN BISCHOFF TEMPLETON LANGSLET & HOFFMAN
900 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

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[Affected Document Nos. 200100028, 200100029 and 200100030]

DECLARATION AND CERTIFICATE OF AMENDMENT
OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAFAYETTE PLANTATION

LAFAYETTE PLANTATION, LLC (herein called the "Declarant"), a Manager-managed limited liability company in good standing organized and existing under and by virtue of the laws of the State of Oregon pursuant to those certain Articles of Organization duly and regularly filed with and by the Oregon Secretary of State as provided by law on May 13, 1999, under Registry No. 690902-81, acting by and through its duly elected, acting and qualified Managers, the undersigned Sid Browning and the undersigned Brent Harrison, as sole Owner of all Lots created upon subdivision of the land and improvements effected, described and created upon recording in the Official Records of Yamhill County, Oregon, January 2, 2001, as Document No. 200100028, of the plat of LAFAYETTE PLANTATION, does hereby

DECLARE AND CERTIFY

Pursuant to subsections 7.2 a. and 7.2 b. of the Declaration of Covenants, Conditions and Restrictions For Lafayette Plantation made, executed and acknowledged December 21, 2000, and duly recorded in the Official Records of Yamhill County, on the 2nd day of January, 2001, as Document No. 200100029 (herein called the "Declaration"), said Declaration being by this reference incorporated herein with like effect as though set forth verbatim, that the said Declaration and Section II of said Declaration shall be and is hereby amended and supplemented, by adding to the terms and conditions, covenants, conditions and restrictions, contained in subsections 2.1, 2.2 and 2.3 of said Section II, the following additional covenants, conditions and restrictions pertaining solely to that portion of the Property subject of said Declaration therein referred to as "Tract A" and more particularly described as follows:

Tract A of the Plat of LAFAYETTE PLANTATION, being a portion of the Joel Perkins DLC No. 42, situated in the East ½ of Section 1, Township 4 South, Range 4 West, W.M., and in the West ½ of Section 1, Township 4 South, Range 3 West, W.M., City of Lafayette, Yamhill County, Oregon

the following:

2.4 Supervening Covenants, Conditions and Restrictions Pertaining to Tract A. Tract A has been set aside and improved, and donated and conveyed to the City as stated at section 2.1 above, for purposes of preserving the "Mitigation Site" (defined below) located therein predominately in its natural condition and state and to protect and enhance environmental systems destroyed and/or denigrated as

LAFAYETTE PLANTATION: DECLARATION and CERTIFICATE AMENDING CC&Rs
Page 1 of 3
a result of filling and de-watering a portion of a delineated wetland previously occurring on the Property in order to allow construction and alignment of the intersection of 14th Street and Abbey Road in accordance with the requirements and standards of the City and Yamhill County. Accordingly, within and with respect only to that portion of the Property donated and conveyed to the City that is described and depicted on and by the plat as Tract A, the following covenants, conditions and restrictions shall be, and are hereby declared, irrevocable and shall apply and be observed in perpetuity, any terms or provisions of this Declaration to the contrary notwithstanding:

a. There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation (except invasive species) within that portion of Tract A in which Declarant has constructed, installed or established physical improvements or vegetation pursuant to the requirements and conditions contained and set forth in Permit No. FP-15359 and said Attachment A thereto described at subsection 1.5 b.(i) above (herein called the “Mitigation Site”), nor shall any unnatural disturbance or change in the natural habitat of the Mitigation Site be permitted.

b. There shall be no agricultural, commercial or industrial activity undertaken or allowed in the Mitigation Site; nor shall any right of passage across or upon the Mitigation Site be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity of any kind.

c. No domestic animals shall be allowed on the Mitigation Site.

d. There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock or minerals, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Mitigation Site in any manner.

e. Other than those improvements now constructed or installed within the boundaries of said Tract A, to wit: retaining walls, fencing, and storm water lines, there shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other advertising materials, or other structures on or in the Mitigation Site.

f. There shall be no building of new roads or any other rights of way nor widening of existing roads, if any, within the Mitigation Site.

g. Damming, dredging or any other activity or use of the Mitigation Site detrimental to water quality is prohibited.

h. No motorized vehicle of any description shall be operated within the Mitigation Site.

i. Any use of the Mitigation Site and any activity thereon that the City determines is or may become inconsistent with this section 2.4, being the preservation of the Mitigation Site predominately in its natural condition and state and the protection of environmental systems, is prohibited.

j. The City may grant prior written authorization to conduct activities otherwise forbidden by this section 2.4 provided, however, neither the City, nor its successors in interest nor assigns shall alter the uses and purposes for which the Mitigation Site will be, or has been, donated to the City as aforesaid by ordinance, land use regulation or other means except after delivery of not less than thirty (30) days’ advance notice in writing directed to: Natural Resources Section, General Counsel Division, Oregon Department of Justice, 100 Justice Building, Salem, OR 97310.

k. Any terms or provisions of this section 2.4 notwithstanding, the foregoing restrictions shall not be deemed or construed to prohibit, limit or otherwise impair the right of the Declarant, the Association, the City, or of any other person or party having the lawful authority or obligation to do so, to enter on the Mitigation Site for purposes of undertaking and completion of all and any actions reasonably necessary in order:

(i) To fulfill, or to enable implementation of, any of the “Monitoring Conditions” and/or the “Contingency Measures” set forth at numbered paragraphs 18., 19., 20., 21., and 22 of “Exhibit B” to this
Declaration; and/or

(ii) To replace, reconstruct, maintain, or repair damage to or destruction of, any of the physical improvements now constructed or installed upon the Mitigation Site, to wit, retaining walls, fences and storm water drain lines; and/or

(iii) To replace, restore or otherwise protect any trees, vegetation or other landscape elements now or hereafter established or naturally occurring on the Mitigation Site that may be lost or damaged by reason of any Acts of God, forces mejeure, disease or blight, fire, flood, accident, unlawful trespass or act of vandalism, and/or

(iv) To preserve and protect the health, safety and welfare of the public generally and/or to otherwise enforce the law or City ordinances,

provided the exercise of such rights is not inconsistent with the conservation interests associated with the Mitigation Site.

1. Any person entitled to bring an action affecting a conservation easement under ORS 271.755(1), may bring an action affecting the foregoing terms and provisions of this section 2.4, and ORS 271.722(1) shall apply with equal force to all terms and provisions contained and set forth in this section.

m. The benefits and burdens of this section 2.4 shall run with the all Property subject of this Declaration including, but not limited to, said Tract A and the Mitigation Site, and shall inure to the benefit of and be enforceable by and against the Declarant, the City, all future Owners and residents of the Property, and all owners and tenants of said Tract A and the Mitigation Site in perpetuity.

n. In the event any of the foregoing terms or provisions of this section 2.4 shall be adjudged by a court of competent jurisdiction to be void or unenforceable in whole, or in part, all other terms and provisions hereof shall remain valid and enforceable.

IN WITNESS WHEREOF, the Declarant has caused this Certificate to be subscribed and sworn to on oath on its behalf by its duly authorized and acting Managers as aforesaid, effective as of the day, date and time the same shall be recorded in the Official Records of Yamhill County, Oregon.

LAFAYETTE PLANTATION, LLC, a Manager-managed Oregon limited liability company.

By [Signature]
Sid Browning, Manager

By [Signature]
Brent Harrison, Manager

STATE OF OREGON, County of Multnomah ) s.s.

The foregoing instrument was subscribed and sworn to before me on January 30, 2001, by Sid Browning and by Brent Harrison each of whom is a Manager, and both of whom are together the sole Managers, authorized to execute this instrument on behalf of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

Rhonda K. (c/w)
Notary Public for Oregon
My commission expires: 8/3/01
WHEREAS, by instrument entitled Declaration of Conditions, Covenants and Restrictions for Lafayette Plantation in the City of Lafayette, Yamhill County, Oregon, recorded January 2, 2001, in the official records of Yamhill County, Oregon as Document No. 200100029, ("the Declaration"), the undersigned, Lafayette Plantation, LLC, an Oregon limited liability company, the "Declarant" hereunder and as the fee owner thereof, subjected all the real property and premises subject of the final Plat of:

LAFAYETTE PLANTATION within the Joel Perkins DLC No. 42, situated in the East ½ of Section 1, Township 4 South, Range 4 West, and in the West ½ of Section 6, Township 4 South, Range 3 West, Willamette Meridian, City of Lafayette, Yamhill County, Oregon,

likewise recorded January 2, 2001, in the Official Records of Yamhill County, Oregon, as Document No. 200100028, the "Property" described in and subject of the Declaration; and

WHEREAS, the Declaration provides, among other things, as follows:

7.2 Amendment.

a. Subject to the limitation set forth at section 6.3 above, this Declaration, and any individual terms or provisions hereof from time to time in effect with respect to all or any part of the Property, may be amended or repealed by Declarant in the exercise of its sole and unbridled discretion alone at any time until Turnover or, after Turnover, by vote or written consent of the Owners of no less than seventy-five percent (75%) of all the Lots then subject of this Declaration. Provided, however: (i) no such amendment or repeal affecting the rights and obligations of the Declarant hereunder may be effected without the express written consent of the Declarant; (ii) the adoption or implementation of any such amendment or repeal shall not constitute a violation of any law, statute, ordinance, regulation, valid condition of approval or permit pertaining to development or use of the Property, now or hereafter enacted by any governmental entity or agency having lawful jurisdiction and authority to enact and enforce the same, and (iii) no such amendment or repeal affecting the rights or obligations of less than all Owners affected by this Declaration may be effected without the express written consent of at least two thirds of the Owners to be affected thereby.

b. Any action effecting any such amendment or repeal shall become effective only upon recordation in the deed records of Yamhill County, Oregon, of a certificate of Declarant prior to Turnover, and thereafter by a certificate of the chairperson, president or secretary of the Association, setting forth in full the amendment, amendments or repeal so approved and

LAFAYETTE PLANTATION: CERTIFICATE AMENDING CC&Rs
Page 1 of 3 Pages
certifying, under oath, that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

and,

WHEREAS, undersigned hereby certifies: (i) that the amendments effected by this instrument in no manner contravene the provisions of subsection 6.3 of the Declaration; (ii) that "Turnover," within the meaning of said Declaration, has not occurred; (iii) that the undersigned, as the Declarant, has been at all times, and now also remains, the Owner in fee of all ninety-one (91) "Lots" subject of the Declaration, and (iv) the adoption or implementation of the amendments effected by this instrument shall not constitute a violation of any law, statute, ordinance, regulation, valid condition of approval or permit pertaining to development of use of said Property enacted and in force at the time of recording the Declaration, or at anytime thereafter, by any governmental authority having lawful jurisdiction and authority to enact or enforce any such law, statute, ordinance, regulation or condition of approval, and

WHEREAS, the undersigned Declarant and Owner desire and intend to alter, amend and modify the aforesaid Declaration and the conditions, covenants and restrictions therein contain with the intent and for the purpose of enhancing and protecting the value, livability and aesthetic quality of real property and premises now owned by it;

NOW, THEREFORE, the undersigned does hereby declare, effective on recording of this instrument in the official records of Yamhill County, Oregon, and insofar as the same shall lawfully effect such amendment and modification with respect to the said Property generally, and those portions thereof now owned by the undersigned, that the following provisions of the Declaration shall be, and are hereby amended, modified and/or supplemented to read as follows:

1. Subsection 3.4:

3.4 Exterior Siding & Trim Materials. Exterior siding and trim materials utilized on Dwelling Units shall be of laminated wood or composite and wood panels, cedar, redwood, horizontal metallic, cementious or vinyl lap siding colored, sized, shaped and textured to resemble natural wood, stucco, synthetic stucco or plaster (Drivit® or equal), masonry, masonry veneer and combinations of such materials. However, vertical grooved laminated wood or composite and wood panels ("T-1-11" type) siding; other forms of panelized siding materials, logs (real or synthetic) or cement blocks are not permitted on any exterior surface of any Dwelling Unit (or other structure) erected on a Lot that directly faces any public right-of-way abutting such Lot.

2. Subsection 3.5:

3.5 Roofs and Roof Drains.

a. Roof surfaces shall have no less that a pitch of "5 in 12" and roofing material must be wood shakes, wood shingles, concrete, ceramic or composite tiles, or at least twenty-five (25) year, three tab, composition shingles. Except for roofs of wood shake or wood shingle, the dominant roofing color shall be black, dark gray or dark brown unless otherwise approved by the Board. No metallic, plastic, PVC, fiberglass or similar synthetic materials, hot or cold tar, applied roofing or felt, apart from concealed moisture barriers, adhesives and fastenings employed in attachment of roofing elements, flashings, gutters and vents, shall be incorporated in any roof structure. Flat, mansard, barn-style and "lean-to" roof configurations are prohibited on any Dwelling Unit.

b. All rain drains incorporated in a Dwelling Unit must discharge to the public street fronting the Lot on which such Dwelling Unit is located through an underground line or piping system extending from, or connecting, the Dwelling Unit to a point of discharge at the face of the curb line. Under no circumstances shall any rain drainage system incorporated in a Dwelling Unit, or in any other permitted structure constructed on a Lot, be constructed or permitted to discharge directly onto the slopes of the ravine located in Tract B.

3. Subsection 3.7:

3.7 Exterior Painting and Colors. All exterior surfaces of a Dwelling Unit and any other
enclosed covered structures located on a Building Site shall be colored, painted or stained with such materials and in such a manner as to comply with the recommendations, if any, of the manufacturer(s) of the exposed siding, trim and other components of such exterior and such paint or stain shall be maintained and/or replaced and recovered at such times and in such manner as will ensure the continuing integrity and well-kept appearance of such materials.

a. Except for roofing and glazed window surfaces, and except in cases of use as trim color in order to provide tasteful contrast with the body color employed on the exterior thereof, no Dwelling Unit, other structure or enclosure located on any Lot shall be painted, stained or otherwise colored black, dark or charcoal gray, red, yellow, orange, purple, dark brown, dark blue, dark green, pink, lavender, metallic or any other bold or intense color that objectively impairs the aesthetic appearance of the neighborhood in which such Dwelling Unit, other structure or enclosure is located or otherwise detracts from the overall appearance and aesthetic appeal of the Lafayette Plantation development as a whole.

b. No combination of exterior siding and trim coloration of a Dwelling Unit may be duplicated any two (2) Dwelling Units constructed next door to one another (i.e. on two Lots abutting one another and facing the same street) if the Dwelling Units involved are of substantially the same floor plan with substantially identical exterior elevations (whether or not reversed or “mirror” images).

Except as amended by the foregoing, all other terms and provisions of the Declaration, as heretofore amended and modified in accordance with that certain instrument recorded February 5, 2001, as Document No. 200101568, Records of Yamhill County, Oregon, are hereby confirmed and shall remain in full force an effect.

IN WITNESS WHEREOF, the undersigned have each caused this Certificate of Amendment to be executed on this 25th day of May, 2001.

LAFAYETTE PLANTATION, LLC, a Manager-managed Oregon limited liability company.

By

Sid Browning, Manager

By

Brent Harrison, Manager

STATE OF OREGON, County of Yamhill s.s.

The foregoing instrument was acknowledged before me on May 25th, 2001, by Sid Browning and by Brent Harrison each of whom is a Manager, and both of whom are together the sole Managers, authorized to execute this instrument on behalf of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

OFFICIAL SEAL

TERI L VINSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 318782
MY COMMISSION EXPIRES DEC. 9, 2002

Notary Public for Oregon
My commission expires: Dec. 9, 2002
[Affected Document Nos. 200100028, 200100029, 200100030, 200101568 and 200106780]

DECLARATION ABANDONING AND ESTABLISHING PRIVATE STORM DRAIN EASEMENTS
in
LAFAYETTE PLANTATION
in the
CITY OF LAFAYETTE, YAMHILL COUNTY, OREGON

WHEREAS, by means of the final Plat of the subdivision called Lafayette Plantation in the City of Lafayette, Yamhill County, Oregon, recorded January 2, 2001, in the official records of Yamhill County, Oregon as Document No. 200100028, ("the Plat"), filed and recorded by the undersigned, Lafayette Plantation, LLC, an Oregon limited liability company, the as the fee owner of the lands and premises depicted thereby, there were established certain private storm drain easements, each ten (10.0) feet in width, the northerly boundaries of which easements being the southerly boundary lines of each of the following described individual "Burdened" Lots, for the benefit of the following described individual "Benefited Lots" depicted and described by the Plat:

<table>
<thead>
<tr>
<th>Burdened Lot</th>
<th>Benefited Lot Numbers</th>
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</thead>
<tbody>
<tr>
<td>Lot 5</td>
<td>Lot 9 and Lot 10</td>
</tr>
<tr>
<td>Lot 68</td>
<td>Lot 71 and Lot 72</td>
</tr>
<tr>
<td>Lot 66</td>
<td>Lot 73 and Lot 74</td>
</tr>
<tr>
<td>Lot 78</td>
<td>Lot 81 and Lot 82</td>
</tr>
<tr>
<td>Lot 76</td>
<td>Lot 83 and Lot 84</td>
</tr>
<tr>
<td>Lot 86</td>
<td>Lot 90 and Lot 91</td>
</tr>
</tbody>
</table>

of the Plat of LAFAYETTE PLANTATION within the Joel Perkins DLC No. 42, situated in the East ½ of Section 1, Township 4 South, Range 4 West, and in the West ½ of Section 6, Township 4 South, Range 3 West, Williamette Meridian, City of Lafayette, Yamhill County, Oregon, and

WHEREAS, location of said easements unduly burdens the above-described Burdened Lots in that said easements unnecessarily restrict the width of residential dwellings that may be constructed thereon, and

WHEREAS, the undersigned is now the fee owner of each and all of the above-described Benefited Lots; each and all of above-described Burdened Lots, and each and all of the Lots lying immediately south of each and all of said Burdened Lots, that is Lot 4, Lot 67, Lot 65, Lot 77, Lot 75 and Lot 85; and

WHEREAS, no private storm drain improvement now situated within any easement over any of the above-described Burdened Lots is located in excess of five (5.0) feet north of the southerly boundary of such easement and is, or can be made, readily accessible for maintenance, repair, replacement or

LAFAYETTE PLANTATION: DECLARATION RE: PRIVATE STORM DRAIN EASEMENTS
Page 1 of 4 Pages
reconstruction from any location within a ten-foot wide strip of land lying on each side of the southerly boundary of each of said Burdened Lots;

NOW, THEREFORE, in its capacities below stated, the undersigned fee owner of each and all of the Lots hereinafter described, does hereby:

1. As fee owner of Lot 9, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 5, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

2. As fee owner of Lot 10, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 5, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

3. As fee owner of Lot 71, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 68, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

4. As fee owner of Lot 72, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 68, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

5. As fee owner of Lot 73, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 66, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

6. As fee owner of Lot 74, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 66, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

7. As fee owner of Lot 81, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 78, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

8. As fee owner of Lot 82, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 78, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

9. As fee owner of Lot 83, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 76, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

10. As fee owner of Lot 84, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private
storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 76, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon;

11. As fee owner of Lot 90, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 86, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, and

12. As fee owner of Lot 91, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, abandon and quit claim all of the undersigned’s right, title and interest in and to the 10-foot private storm drain easement appurtenant to said Lot 9 lying along, immediately north, and parallel with the southerly boundary of Lot 86, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon.

BUT FURTHER, AND NOTWITHSTANDING THE FOREGOING, in the place of the easements abandoned and quit claimed as aforesaid, in its capacities below stated, the undersigned fee owner of each and all of the Lots hereinafter described, does hereby:

1. As fee owner of Lot 4 and Lot 5, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 4 and Lot 5, for the common use and benefit of Lot 9 and Lot 10, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the west boundary of said strip of land easterly to the east boundary of said strip of land and adjacent public right-of-way;

2. As fee owner of Lot 65 and Lot 66, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 65 and Lot 66, for the common use and benefit of Lot 73 and Lot 74, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the east boundary of said strip of land westerly to the west boundary of said strip of land and adjacent public right-of-way;

3. As fee owner of Lot 67 and Lot 68, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 67 and Lot 68, for the common use and benefit of Lot 71 and Lot 72, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the east boundary of said strip of land westerly to the west boundary of said strip of land and adjacent public right-of-way;

4. As fee owner of Lot 75 and Lot 76, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 75 and Lot 76, for the common use and benefit of Lot 83 and Lot 84, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the east boundary of said strip of land westerly to the west boundary of said strip of land and adjacent public right-of-way;

5. As fee owner of Lot 77 and Lot 78, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement
appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 77 and Lot 78, for the common use and benefit of Lot 81 and Lot 82, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the east boundary of said strip of land westerly to the west boundary of said strip of land and adjacent public right-of-way, and

6. As fee owner of Lot 85 and Lot 86, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, declare and affirm that there is hereby established a perpetual private easement appurtenant over and within a strip of land, ten (10.0) feet in width, lying five (5.0) feet on each side and the full length of the common boundary line between said Lot 85 and Lot 86, for the common use and benefit of Lot 90 and Lot 91, LAFAYETTE PLANTATION, in the City of Lafayette, Yamhill County, Oregon, for purposes of the installation, use, maintenance, repair, replacement and reconstruction of an underground private storm drain line or lines extending from the east boundary of said strip of land westerly to the west boundary of said strip of land and adjacent public right-of-way,

AND, FURTHER, the undersigned, for itself, and for its successors in interest and assigns, does hereby covenant, declare and affirm that the owner(s) in fee of the premises benefited by the new easements established hereunder shall have the right to enter upon said easements for the sole purposes said easements are afforded hereunder and shall, in all instances, repair or replace all landscaping and other improvements damaged or disturbed by reason of such entry, provided, however, no landscaping, permanent building, wall, fences, pavement or other improvements shall be constructed or allowed to be placed in said easements which objectively and unreasonably impair or interfere with use of said easements for the purposes above-stated.

IN WITNESS WHEREOF, the undersigned have caused this Declaration Abandoning And Establishing Private Storm Drain Easements on this ___ day of May, 2001.

LAFAYETTE PLANTATION, LLC, a Manager-managed Oregon limited liability company.

By ____________________________ By ____________________________
Sid Browning, Manager Brent Harrison, Manager

STATE OF OREGON, County of MULTNOMAH, ss.

The foregoing instrument was acknowledged before me on MAY 8, 2001, by Sid Browning and by Brent Harrison each of whom is a Manager, and both of whom are together the sole Managers, authorized to execute this instrument on behalf of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

Rhonda K. Calhoun
Notary Public for Oregon
My commission expires: 08/03/01
DECLARANT’S ASSIGNMENT AND ASSUMPTION AGREEMENT

BY AND BETWEEN, Lafayette Plantation, LLC, a Manager-managed, Oregon limited liability company, herein called "Declarant Assignor," and Heritage Homes of Molalla, Oregon, Inc., an Oregon corporation, herein called “Declarant Assignee,” made effective at the time and on the date this instrument is duly recorded in the Official Records of Yamhill County, Oregon.

RECATALS

WHEREAS, by instrument entitled Declaration of Conditions, Covenants and Restrictions for Lafayette Plantation in the City of Lafayette, Yamhill County, Oregon, recorded January 2, 2001, in the official records of Yamhill County, Oregon as Document No. 200100029, ("the Declaration"), the undersigned Declarant Assignor, in the capacity of the "Declarant" thereunder and as the fee (owner thereof, subjected all the real property and premises subject of the final Plat of:

LAFAYETTE PLANTATION within the Joel Perkins DLC No. 42, situated in the East 1/2 of Section 1, Township 4 South, Range 4 West, and in the West 1/2 of Section 6, Township 4 South, Range 3 West, Willamette Meridian, City of Lafayette, Yamhill County, Oregon,

likewise recorded January 2, 2001, in the Official Records of Yamhill County, Oregon, as Document No. 200100028, the "Property" described in and subject of the Declaration, to those several covenants, conditions and restrictions more specifically set forth and described in said Declaration; and

WHEREAS, by instruments recorded February 5, 2001, and May 3, 2001, in the Official Records of Yamhill County, Oregon, as documents 200101568 and 200106780 respectively, the Declarant Assignor effected certain amendments of and to the terms and provisions of the Declaration, all as more fully therein described and set forth; and

WHEREAS, upon or immediately following execution and acknowledgment of this instrument on behalf of both parties, the Declarant Assignor will sell and convey to Declarant Assignee all of the "lots" described in and subject of the Declaration as modified and amended by the instruments described immediately above; and

WHEREAS, subsection 10.6 of the Purchase and Sale Agreement among the Declarant Assignor and Declarant Assignee pursuant to which the said Lots will be sold and conveyed as aforesaid provides as follows:

Homeowners’ Association. Upon closing of the transaction subject of this Agreement, Seller shall delegate to Buyer, and Buyer shall assume and accept delegation of, the status and authority of the Declarant under the protective covenants, conditions and restrictions now of record pertaining to the Property Sold. Buyer acknowledges and agrees that upon its assumption of the status of Declarant under said "CC&Rs" the Buyer will also acquire the right and responsibility to conduct and manage, and will undertake to conduct and manage, the affairs of the Lafayette Plantation Owners Association, Inc., until such time as such responsibilities are turned over to the owners of Lots located on the Property Sold as provided in the CC&Rs and the Articles and Bylaws of that Association.

and

WHEREAS, subsection 1.6 of the Declaration defines and describes the "Declarant" as the Declarant Assignor herein named “... and its successors and assigns if such successors or assigns acquire all of (Declarant Assignor’s) rights under this Declaration pursuant to a recorded instrument executed by (Declarant Assignor),” and
WHEREAS, in order to effect and implement the terms and provisions of subsection 10.6 of the Purchase and Sale Agreement quoted above it is necessary and appropriate that the Declarant Assignor succeed to the rights of Declarant Assignor as "Declarant" under the Declaration as amended and modified as aforesaid; and

WHEREAS, Declarant Assignor has, contemporaneously with execution of this instrument, delivered to Declarant Assignee, and Declarant Assignor has accepted delivery of, the original corporate records of Lafayette Plantation Owners Association, Inc., the entity described in said subsection 10.6, and the original recorded Declaration and each of the instruments effecting amendment and modification thereof herein described, now, therefore,

FURTHER AGREEMENTS

In consideration of each of the foregoing Recitals which shall constitute elements of the parties' agreements evidenced by this instrument; the terms and provisions of the Purchase and Sale Agreement above-mentioned, and the acts and undertakings hereinafter described, it is hereby further acknowledged confirmed and agreed by and between the parties as follows:

1. Declarant Assignor does hereby set over, assign, transfer and convey unto Declarant Assignee, and Declarant Assignor does hereby take and accept from Declarant Assignor, all of the rights, powers and prerogatives afforded the Declarant under the Declaration as amended as aforesaid, and as the same may hereafter be amended or modified in accordance with its terms; and

2. Declarant Assignor does hereby delegate to Declarant Assignee, and Declarant Assignee does hereby take, accept and agree to perform, each and every obligation and duty on the part of the Declarant named in the Declaration as the same is now, and may hereafter be, amended as aforesaid, to be observed and performed thereunder;

3. Declarant Assignor does hereby covenant and agree with Declarant Assignee, its officers, directors, shareholders, employees, agents and attorneys, jointly and severally ("Assignee Indemnities") that Declarant Assignor shall hold harmless, defend and indemnify Declarant Assignee and said Assignee Indemnities for, from and against all claims, losses, costs and/or expenses, of whatever description (including, but not limited to, attorneys' fees and charges), whether cognizable at law or in equity, incurred by Declarant Assignee and/or by any of such Assignee Indemnities to the extent the same are caused by Declarant Assignor's failure, neglect or refusal to observe and perform any obligation or duty on its part to be performed as the Declarant named in the Declaration as heretofore amended and modified as aforesaid at any time up to and including the effective time and date of this instrument as first above-stated;

4. Declarant Assignee does hereby covenant and agree with Declarant Assignor, its members, managers, employees, agents and attorneys, jointly and severally ("Assignor Indemnities"), that Declarant Assignor shall hold harmless, defend and indemnify Declarant Assignor and said Assignor Indemnities for, from and against all claims, losses, costs and/or expenses, of whatever description (including, but not limited to, attorneys' fees and charges), whether cognizable at law or in equity, incurred by Declarant Assignor and/or by any of such Assignor Indemnities to the extent the same are caused by Declarant Assignor's failure, neglect or refusal to observe and perform each and every obligation and duty on its part to be performed as the Declarant under the Declaration as heretofore amended and/or hereafter amended or modified as aforesaid at any time following the effective time and date of this instrument as first above-stated;

5. Execution and delivery of this instrument on behalf of Declarant Assignor shall be deemed for all purposes whatsoever to evidence the resignation of those persons now serving as directors and officers of the said Lafayette Plantation Owners Association, Inc., effective as of the effective time and date of this instrument as first above-stated. Accordingly, Declarant Assignor shall be, and is hereby, charged with the obligation and duty to elect and/or appoint such natural persons as Declarant Assignee shall in its discretion determine to immediately assume the status of officers and directors of said association all effective as of the effective time and date of this instrument as first above-stated.

6. This instrument shall be deemed for all purposes whatsoever to vest in Declarant Assignee, all rights and obligations of Declarant under said Declaration within the meaning of thereof and as therein described and/or defined and contemplated at said subsection 1.6 of the Declaration.

7. This instrument and the several covenants and agreements evidenced hereby shall bind, and inure to the benefit of, the named parties hereto, the Assignee Indemnities, the Assignor Indemnities, and the heirs, personal representatives, successors in interest and assigns of each and all of said parties and persons respectively.

IN WITNESS WHEREOF, the parties have each caused this instrument to signed and acknowledged by their respective authorized representatives effective as of the effective time and date of this instrument as first above-stated.

DECLARANT'S ASSIGNMENT AND ASSUMPTION AGREEMENT
Page 2 of 3 Pages
LAFAYETTE PLANTATION, LLC, Declarant Assignor

By [Signature], Manager
Date Signed: 6/05/2001

By [Signature], Manager
Date Signed: 6/5/2001

HERITAGE HOMES OF MOLALLA, OREGON, INC., Declarant Assignee

By [Signature], its President
Date Signed: 6/6/2001

STATE OF OREGON, County of Multnomah

The foregoing instrument was acknowledged before me on June 5, 2001, by Sid Browning who is one of two Managers of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

[Seal]
Diane M. Petterson
Notary Public for Oregon
My commission expires: 3-9-05

STATE OF OREGON, County of Multnomah

The foregoing instrument was acknowledged before me on June 5, 2001, by Brent Harrison who is one of two Managers of Lafayette Plantation, LLC, a Manager-managed Oregon limited liability company.

[Seal]
Diane M. Petterson
Notary Public for Oregon
My commission expires: 3-9-05

STATE OF OREGON, County of Clark

The foregoing instrument was acknowledged before me on June 6, 2001, by Greg Kubicek as President of Heritage Homes Of Molalla, Oregon, Inc., an Oregon corporation.

[Seal]
Denise A. Heiser
Notary Public
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 15, 2002

Notary Public for Oregon
My commission expires: 10/15/02

DECLARANT'S ASSIGNMENT AND ASSUMPTION AGREEMENT
Page 3 of 3 Pages
CERTIFICATE OF AMENDMENT  
of DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for LAFAYETTE PLANTATION in the  
CITY OF LAFAYETTE, YAMHILL COUNTY, OREGON

WHEREAS, by instrument entitled Declaration of Conditions, Covenants and Restrictions for Lafayette Plantation in the City of Lafayette, Yamhill County, Oregon, recorded January 2, 2001, in the official records of Yamhill County, Oregon as Document No. 200100029 ("the Declaration"), Lafayette Plantation, LLC, an Oregon limited liability company, the “Declarant” thereunder and as the fee owner thereof, subjected all the real property and premises subject of the final Plat of:

LAFAYETTE PLANTATION within the Joel Perkins DLC No. 42, situated in the East ½ of Section 1, Township 4 South, Range 4 West, and in the West ½ of Section 6, Township 4 South, Range 3 West, Willamette Meridian, City of Lafayette, Yamhill County, Oregon,

likewise recorded January 2, 2001, in the Official Records of Yamhill County, Oregon, as Document No. 200100028, the “Property” described in and subject of the Declaration; and

WHEREAS, the Declaration provides, among other things, as follows:

7.3 Regulatory Amendments. Notwithstanding the provisions of section 7.2 immediately above, until the conveyance of the last Lot owned by Declarant to a third party, Declarant shall have the unqualified right to amend this Declaration in order to comply with the requirements relating to the development of single-family residential improvements within the Property contained or required by the provisions of applicable statutes, ordinances, regulations or guidelines of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National
Mortgage Association, the Governmental National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States, the State of Oregon, Yamhill County, the City of Lafayette, or of any corporation or other entity wholly owned, directly or indirectly, by the United States, the State of Oregon, Yamhill County or the City of Lafayette which insures, guarantees or provides financing for single-family residential developments or lots in single-family residential developments.

and

WHEREAS, undersigned hereby certifies: (i) that the amendments effected by this instrument in no manner contravene the provisions of subsection 6.3 of the Declaration; (ii) that “Turnover”, within the meaning of said Declaration has not occurred; (iii) that lots remain for sale in the project; and (iv) the adoption or implementation of the amendments effected by this instrument shall not constitute a violation of any law, statute, ordinance, regulation, valid condition of approval or permit pertaining to development of use of said Property enacted and in force at the time of recording the Declaration, or at anytime thereafter, by any governmental authority having lawful jurisdiction and authority to enact or enforce any such law, statute, ordinance, regulation or condition of approval, and

WHEREAS, the undersigned has succeeded to the original Declarant’s rights under that certain document titled Declarant’s Assignment and Assumption Agreement recorded June 7, 2001 under Recorder’s No. 2001-08948, and

WHEREAS, the undersigned Declarant desires and intends to alter, amend and modify the aforesaid Declaration and the conditions, covenants and restrictions herein contained for the purpose of meeting the lending requirements of Federal Housing Administration, Department of Veteran’s Affairs and Housing and Urban Development.

NOW, THEREFORE, the undersigned does hereby declare, effective on recording of this instrument in the official records of Yamhill County, Oregon, and insofar as the same shall lawfully effect such amendment and modification with respect to the said Property generally, and those portions thereof now owned by the undersigned, that the following provisions of the Declaration shall be, and are hereby amended, modified and/or supplemented to read as follows:

1. **Section 1: Definitions**

1.15 "Mortgage" means a mortgage or deed of trust that creates a lien against a Lot, and also means a Real Estate Contract for the sale of a Lot.
1.16 "Mortgagee" means the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by Mortgage, and shall also mean the vendor, or the designee of a vendor, of a Real Estate Contract for the sale of a Lot.

2. **Section VIII: HUD/VA Provisions**

Anything to the contrary in this Declaration notwithstanding, the following requirements of HUD and/or VA (collectively "HUD/VA") shall control:

8.1 **Mortgagee Protection.**

a. The lien of any assessment pursuant to Section V, is subordinate to the lien of any first Mortgage.

b. Mortgagees are not required to collect assessments.

c. Failure to pay assessments shall not constitute a default under any insured Mortgage.

8.2 **Amendment of Declaration.** Approval by members representing seventy-five percent (75%) of Lot Owners in the Association is required to amend this Declaration as more particularly set forth in Section 7.2. Amendment of this Declaration also requires prior approval by HUD/VA as long as Declarant maintains ownership in any Lot, other than as set forth in Section 7.3.

8.3 **Common Area Provisions.**

a. The Common Area cannot be mortgaged or conveyed without the approval of members representing at least seventy-five (75%) percent of the total Lot Owners of the Association (excluding the Declarant). The dedication of Common Area also requires prior approval by HUD/VA as long as Declarant maintains ownership in any Unit.

b. If ingress or egress to any Unit is through Common Area, any conveyance or encumbrance of such area is subject to the easement of the Owner of the Lot.

c. The Common Area shall be conveyed to the Association free and clear of all encumbrances (except easements, conditions and restrictions of record) before HUD insures the first Mortgage on the Properties, and any provision in this Declaration conflicting with the foregoing HUD requirement shall have no force or effect.
d. Absolute liability is not imposed on Owners of Lots for damage to Common Area or to Lots.

e. Every Owner has a right and easement of enjoyment to the common and limited common elements, which are appurtenant to the title to the Lot, provided that certain areas may be designated as exclusive common areas.

4.4 Annexation. Annexation of any other real property shall require prior approval by HUD/VA approval as long as Declarant maintains ownership in any Lot.

Except as amended by the foregoing, all other terms and provisions of the Declaration, as heretofore amended and modified in accordance with that certain instrument recorded February 5, 2001, as Document No. 200101568, and May 3, 2001, as Document No. 200106780, Records of Yamhill County, Oregon, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be executed on this 4 day of September, 2001.

Heritage Homes of Molalla, Oregon, Inc.

By: Greg Kubicek
Its: President
Declarant-Agreeee

STATE OF WASHINGTON, County of Clark) s.s.

The foregoing instrument was acknowledged before me on September 4, 2001, by Greg Kubicek, President of Heritage Homes of Molalla, Oregon, Inc., who acknowledge he was authorized to execute this instrument for the use and purpose mentioned herein.

ZACHARY H. STOUMBOS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 1, 2002

CERTIFICATE OF AMENDMENT - 4/4
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**NOTES:**
1. The designations for bearing and station designations are indicated on the Progress Report. A bearing is the angle in degrees, minutes, and seconds, measured clockwise from the north direction. The distance is the horizontal distance traveled between points along the line.
2. This subdivision is subject to the condition of approval of the City of Lafayette, Oregon.
3. This subdivision is subject to the condition of approval of the City of Lafayette, Oregon County Surveyor.
4. Maintenance for the cart "A" together with the areas along the side of the main road will be required for roadway and property rights.
5. All street frontages shown as improvements for public use and private use shall be made by the owner, or his contractor, and the property shall be recorded in the proper records of the City and County of Lafayette, Oregon County Surveyor.
6. All improvements shall be constructed along the street frontages, at the time of the individual house construction and prior to occupancy.
7. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.
8. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.

**SURVEYOR'S CERTIFICATE:**

I, John R. Wade, hereby certify that I have correctly performed the work of a surveyor in accordance with the approved map of Lafayette Plantation shown on the plan recorded in the office of the county surveyor of the county of Yamhill, Oregon. Being more particularly described as follows:

BEGINNING AT the initial point, a 5/8" iron rod with yellow paint at the top and a white paint strip at the bottom; marking a point on the north line of that tract of land described as parcel 1, recorded in the office of the county surveyor of the county of Yamhill, Oregon, being more particularly described as follows:

1. The subdivision is subject to the condition of approval of the City of Lafayette, Oregon.
2. The subdivision is subject to the condition of approval of the City of Lafayette, Oregon County Surveyor.
3. Maintenance for the cart "A" together with the areas along the side of the main road will be required for roadway and property rights.
4. All street frontages shown as improvements for public use and private use shall be made by the owner, or his contractor, and the property shall be recorded in the proper records of the City and County of Lafayette, Oregon County Surveyor.
5. All improvements shall be constructed along the street frontages, at the time of the individual house construction and prior to occupancy.
6. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.
7. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.

**DECLARATION:**

I, John R. Wade, hereby certify that I have correctly performed the work of a surveyor in accordance with the approved map of Lafayette Plantation shown on the plan recorded in the office of the county surveyor of the county of Yamhill, Oregon. Being more particularly described as follows:

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7. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.

**ACKNOWLEDGMENT:**

STATE OF OREGON
COUNTY OF YAMHILL

The foregoing instrument was acknowledged before me on the 10th day of September, 2000, by John R. Wade, who is one of the managers of Manager Managed Oregon Limited Liability Company.

**CONSENT AFFIDAVITS:**

A SUBDIVISION PLAT APPROVED FROM LIBERTY BANK, A TRUST COMPANY, AS THE REALSEIER, AND AS RECORDED IN DOCUMENT NO. 103775, YAMHILL COUNTY RECORDS.

**INTERIOR CORNER MONUMENTATION:**

In accordance with ORS 527.023, the following monuments are set and are recorded in Document No. 103775, YAMHILL COUNTY RECORDS.

**CONSENT AFFIDAVITS:**

A SUBDIVISION PLAT APPROVED FROM LIBERTY BANK, A TRUST COMPANY, AS THE REALSEIER, AND AS RECORDED IN DOCUMENT NO. 103775, YAMHILL COUNTY RECORDS.

**INTERIOR CORNER MONUMENTATION:**

In accordance with ORS 527.023, the following monuments are set and are recorded in Document No. 103775, YAMHILL COUNTY RECORDS.

**DECLARATION:**

I, John R. Wade, hereby certify that I have correctly performed the work of a surveyor in accordance with the approved map of Lafayette Plantation shown on the plan recorded in the office of the county surveyor of the county of Yamhill, Oregon. Being more particularly described as follows:

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7. The public utility easement to the City of Lafayette and the Lafayette County Surveyor.