

**CLAREMONT TOWNHOME ASSOCIATION
16055 SW Walker Rd PMB #131
Beaverton, Oregon 97006**

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE CLAREMONT TOWNHOME ASSOCIATION**

This SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CLAREMONT TOWNHOME ASSOCIATION (“Declaration”) is adopted as of the date signed below and shall be effective as of the date of recording in the property deed records of Washington County, Oregon.

**SECTION 1
DECLARATION OF ANNEXATION AND
PROPERTY SUBJECT TO THIS DECLARATION**

Claremont is a residential planned community established in 1990 designed to meet the physical and social needs of persons 55 years of age and older, and currently consisting of approximately 550 detached and attached single family homes on approximately 130 acres. On June 1, 1990, the Declaration of Protective Covenants, Conditions and Restrictions for Claremont were recorded in the property deed records of Washington County (No. 1990-028424). A First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Claremont was adopted in 1991 and recorded on November 8, 1991 (No. 1991-062331).

Claremont Townhomes is a residential planned community, subject to ORS 94.550 to 94.785 (the Oregon Planned Community Act), consisting of 51 attached townhomes and associated open space and common areas on 7.71 acres that was created, annexed to Claremont, and made a part of Claremont in 1994 (document 94049836, recorded in the Washington County deed records at Plat Book 90, pages 35-39). On May 11, 1994 the Declaration of Annexation of Claremont Townhomes to the First Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Claremont was adopted and subsequently recorded (No. 1994-049840– “Claremont Townhome CC&Rs”). A Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Claremont was adopted in July 21, 2003 and recorded (No. 2003-117915 – “Claremont CC&Rs”). All property within Claremont Townhomes is therefore annexed to and made a part of Claremont and is subject to the Claremont CC&Rs and the Claremont Townhome CC&Rs.

**Adopted by the Claremont Townhome
Board of Directors on 2/17/05**

After recording, return to: Claremont Townhome Association 16055 SW Walker Rd, PMB 131 Beaverton, OR 97006

On February 17, 2005, The Claremont Owners holding not less than 75% of the total votes of the Townhome Association adopted this Declaration, which shall replace and stand in lieu of the Declaration of Annexation of Claremont Townhomes to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Claremont. This Declaration shall apply to, and be binding upon all real property within the plat of the Claremont Townhomes (document 94049836, recorded in the Washington County deed records at Plat Book 90, pages 35-39), described as:

A portion of Tract "A" Golf Course of the Claremont Plat situated in the N.W. 1/4 of Section 29, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon Boundary Survey & Basis of Bearings S.N. 23,211 and the Plat of Claremont.

and more particularly described in Exhibit A to this Declaration.

The Claremont Townhome Association hereby declares that this Declaration shall apply to all Lots, the Common Area and all real property in the Townhome Property. All Townhome Property shall be held, conveyed, encumbered, used, occupied and improved subject to the covenants, conditions, restrictions and charges set forth in this Declaration, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part thereof and shall inure to the benefit of each owner thereof.

SECTION 2 DEFINITIONS

When used in this Declaration, the following terms shall have the following meanings.

2.1 "Articles" shall mean the Articles of Incorporation of the Townhome Association, as amended from time to time.

2.2 "Assessment" shall mean any assessment levied against one or more Owners by the Townhome Association for payment of expenses relating to the Townhome Property and shall include Regular, Special, and Limited Assessments as those terms are defined herein.

2.3 "Architectural Review Committee" or "ARC" shall mean the committee appointed and authorized pursuant to the Declaration.

2.4 "Board" shall mean the duly elected board of directors of the Claremont Townhome Association.

2.5 "Building Structure" shall mean a building structure that is comprised of one or more contiguous dwelling units constructed and located on Building Lots, including without

limitations, garage structures located on the same Lots, whether attached to or detached from the Building Structure.

2.6 “Bylaws” shall mean the Bylaws of the Claremont Townhome Association, as may be amended from time to time.

2.7 “Claremont Civic Association” or “CCA” shall mean the Oregon non-profit corporation formed to serve as the association for members of the Claremont Civic Association.

2.8 “Claremont Civic Association Declaration” or “CCA Declaration” shall mean the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Claremont, as may be amended or replaced from time to time, by the Claremont Civic Association.

2.9 “Claremont Townhome Association” or “CTA” shall mean the Oregon nonprofit corporation formed to served the association owners and members of the Claremont Townhome Association.

2.10 “Common Area” or “Townhome Common Area” shall mean those areas designated as common, open space or as a private street or roadway on any plat of any portion of the Townhome Property.

2.11 “Declaration” shall mean the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Claremont Townhome Association, and any amendments adopted thereto.

2.12 “Dwelling Unit” shall mean an individual Owner’s home within the Building Structure and upon a Lot in the Townhome Property. The Dwelling Unit includes the Owner’s living space.

2.13 “Improvement” shall mean any structure, including, buildings, fences, lawn ornamentation or other non-vegetative features, placed, constructed or erected upon a Lot.

2.14 “Landscaped Areas” shall mean all portions of a Lot not occupied by a Building Structure or designated as an Outdoor Living Area or containing paved driveways or walkways.

2.15 “Limited Assessment” shall mean an assessment levied against an Owner by the CTA for costs and expenses incurred by the CTA for corrective action performed pursuant to this Declaration and required as a result of the willful or negligent actions or omissions of the Owner or the Owner’s tenants, guests, contractors, or invitees.

2.16 “Lot” shall mean a platted or partitioned lot or tract within the Townhome Property, with the exception of any tract or lot marked as common or open space on any plat of any portion of the Townhome Property.

2.17 “Occupant” shall mean any person residing in, or occupying, a Lot or Dwelling Unit within the Townhome Property including, owners, renters, lessees, and any overnight guests or invitees thereof.

2.18 “Oregon Planned Community Act” means ORS 94.550 to 94.785 and any amendments thereto.

2.19 “Outdoor Living Area” shall mean the portion of a Lot that is located immediately adjacent to a Building Structure and is screened, enclosed, or set off in any manner to create a private outdoor living/landscaped area. Outdoor Living Areas may be modified from time to time or be established by the Owner of the corresponding Lot, with the approval of the Architectural Review Committee, in accordance with Section 5 of the Declaration.

2.20 “Owner Maintained Landscape”: shall mean the landscaping in an Outdoor Living Area and in any other landscaped areas modified by the present Owner or by a prior Owner after approval by the ARC of the CTA.

2.21 “Owner” shall mean and refer to the record owner(s), whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Townhome Property, including contract buyers, but excluding those having title merely as security for the performance of an obligation.

2.22 “Party Walls” shall mean each wall that is built as a part of the original construction of a Building Structure and is placed on the dividing line between Lots shall constitute a party wall.

2.22 “Regular Assessments” shall mean one or more assessments imposed upon all Owners by the CTA, as a consequence of ownership of a Lot, to be used for the maintenance, repairs of building structures, Townhome Common Area, landscaped areas, insurance, professional management, and reasonable contingency reserves, and any other costs, expenses, obligations, and liabilities as the Board, in its discretion, may incur in accordance with this Declaration.

2.23 “Resident” means the Owner, or in the case of a leased or rented property, the lessee/renter and, in addition, any other individual or guest whose primary place of residence is a Claremont Townhome for 90 days or more in a 12-month period.

2.24 “Special Assessment” shall mean one or more assessments imposed on all Owners by the CTA, as a consequence of ownership of a Lot, when the Regular Assessment for any particular year is or will be inadequate to meet the expenses of the CTA.

2.25 “Townhome Association” or “CTA” shall mean the Claremont Townhome Association, an Oregon non-profit corporation formed to serve as the association of Owners as provided in the Declaration, including the corporation’s successors and assigns, if any.

2.26 “Townhome Property” shall mean all real property contained within the plat of the Claremont Townhomes (document 94049836, recorded in the Washington County deed records at Plat Book 90, pages 35-39), described as:

A portion of Tract “A” Golf Course of the Claremont Plat situated in the N.W. ¼ of Section 29, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon Boundary Survey & Basis of Bearings S.N. 23,211 and the Plat of Claremont, consisting of approximately 7.71 acres as more particularly described in Exhibit A to this Declaration.

SECTION 3 THE ASSOCIATION

3.1 Organization: The CTA is organized as a nonprofit corporation under the Oregon Nonprofit Corporation Act, under the name “Claremont Townhome Association.” The Articles of Incorporation shall provide for the CTA’s perpetual existence, but if the CTA is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the CTA, existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. Vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated CTA. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association.

3.2 Membership: Every Owner shall be a member of the CTA. During the entire period of any Owner’s ownership of one or more Lots, that Owner shall be a member of the CTA. Membership in the CTA shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of that ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

3.3 Voting Rights: Members shall be entitled to voting rights for each Lot owned. Lots shall be allocated one vote per Lot. When more than one person holds an interest in any Lot, those co-owners shall be members, but there shall be only one vote per Lot. The vote for each Lot with multiple owners shall be exercised as the co-owners among themselves

determine.

3.4 Powers and Obligations: The CTA shall have, exercise, and perform all of the powers, duties, and obligations granted to the CTA by the Declaration, the Bylaws and the Articles of Incorporation; as well as those granted to a nonprofit corporation pursuant to the Oregon Nonprofit Corporation Act and of a homeowners association of a planned community pursuant to the Oregon Planned Community Act. In addition, the CTA shall have all powers, duties and obligations that are otherwise, necessary or desirable for the purpose of carrying out the functions of the CTA pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the Townhome Property. The powers and obligations of the CTA may from time to time be amended, repealed, enlarged, or restricted by amendments to the Declaration made in accordance with the provisions herein or by changes in the Articles of Incorporation or Bylaws made in accordance with these instruments and with any applicable law.

3.5 Liability: Neither the CTA nor any officer or member of the Board shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the CTA or any of its Officers or any member of the Board, provided only that the officer or Board member has acted in good faith and without actual knowledge of any impropriety.

3.6 Association Rank: The CTA is subordinate to the Claremont Civic Association, which is the master association for Claremont. In the event of a conflict between this Declaration and the Second Amended and Restated Declaration of Protective Covenants for the Claremont Civic Association, the latter shall control.

3.7 Subassociations: Nothing in this Declaration shall be construed as prohibiting the formation of sub-associations within the CTA or the Townhome Property, including, without limitation, neighborhood associations.

3.9 Townhome Association Rules and Regulations: The CTA may adopt and from time to time modify rules and regulations governing the conduct of persons and the operation and use of Lots, the Townhome Common Area, Landscaped Areas and any other aspect of the Townhome Property necessary or appropriate to promote the peaceful and orderly use and enjoyment of the Townhome Property. A copy of the rules and regulations, and any amendment thereof, shall be delivered promptly to each Owner. The duly adopted rules and regulations, and any amendment thereof, shall be binding upon all Owners, occupants and guests of all Lots upon the date of delivery. The Bylaws shall provide the method of adoption of rules, regulations and amendments thereto.

3.10 Special Duties of the Townhome Association: Without limiting the general powers and duties of the CTA set forth in Section 3, the CTA shall have the power and obligation to conduct the following duties:

3.10.1 Maintenance Responsibilities of the Townhome Association: The

CTA shall be responsible for maintenance and repair of the exteriors of all Building Structures, the Townhome Common Area (including any utilities thereon, to the extent not maintained by governmental authorities), and all Landscaped Areas, except in Owner Maintained Landscape Areas, in which case the landscape maintenance responsibility shall reside with the Owners. Maintenance of the exteriors of Building Structures means the painting, repairing, and replacing of all exterior surfaces, including roofs (but excluding the repair and replacing of exterior doors or windows); maintaining, repairing, and replacing exterior lighting fixtures, rain gutters, down spouts, and sprinkler timing devices; and cleaning of the exterior surfaces of skylights. Maintenance of the Townhome Common Area and Landscaped Areas means maintaining, repairing, and replacing of grass, sod, trees, shrubs, and bushes within the common areas in a neat, clean, and attractive condition and the maintenance and repair of all underground sprinkler systems. The decision as to the nature and extent of maintenance that is required for a particular Building Structure and the timing of any maintenance shall be within the sole discretion of the Board.

3.10.2 Maintenance Responsibilities of the Individual Owners: The maintenance responsibilities of the CTA described in Section 3.10.1 specifically do not include the following duties, which are the sole responsibility of the individual Owner(s) with regard to their respective Lots: repairing, replacing, restoring, or cleaning of windows and doors (other than cleaning of the exterior surfaces of skylights), and landscaping and other Improvements (including, without limitation, decks and patios) located within the Outdoor Living Areas and Owner Maintained Landscape Areas; exterior items of hardware not specifically described in Section 3.10.1 (including replacing and repairing exterior doors); exterior window casements, sashes, and frames; walkways and driveways; electrical and mechanical doorbells and knockers; and air-conditioning and heating equipment and devices. The Owners of Lots shall also be responsible for maintaining, repairing, and replacing the interiors of their respective dwelling units within the Building Structures, including without limitation, maintaining, repairing, and replacing electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances (whether built-in or free-standing), air-conditioning, heating, sewage-disposal, and interior fire-protection systems and all amenities and hardware located within the interiors of the Building Structures. Each Owner of a Lot shall also be responsible for removal of snow and ice from that Owner's Lot.

3.10.3 Insurance Obligations of the Townhome Association: The CTA shall obtain and maintain in effect from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to all Townhome Building Structures and Common Areas, in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons and property damage, whether caused by the negligence of the CTA or otherwise. All such policy(ies) shall not be for an

amount less than \$1,000,000, per occurrence, and shall provide that the coverage thereunder cannot be canceled or substantially modified without at least 30 days' written notice to the CTA. Property insurance shall cover fire, extended coverage perils and to the extent reasonable available shall be extended to special form Perils and Earthquake. Coverage, including coverage for damage resulting from vandalism and malicious mischief with respect to each Building Structure and the Common Areas, including party walls and any insurable Improvements thereon) shall be obtained for "Building" items as defined by the Insurance Service Office, including interior walls, built-in cabinets and built-in appliances, regardless of ownership. Floor coverings shall be the responsibility of the individual unit owners. Coverage shall be in an amount equal to 100% of the replacement cost thereof. The coverage may be obtained on a "blanket" basis. The CTA may obtain any other insurance policies or coverage as it deems advisable. The insurance described above constitutes the minimum insurance that the CTA shall obtain, additional coverage or policies may be obtained but shall include the following terms, if reasonably available:

- (a) A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of a Owner;
- (b) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;
- (c) A provision that no policy may be canceled, invalidated, or suspended because of any action of a Owner;
- (d) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the CTA unless the insurer gives the CTA a prior written demand that the CTA correct the defect and allows the CTA a reasonable time to make the correction; and
- (e) A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.

3.10.4 Insurance Obligations of Individual Owners: Each Owner of a Lot shall obtain and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability and property damage insurance with respect to the Owner's Lot, in an amount of not less than \$1,000,000, per occurrence. Additionally, each Owner shall obtain and maintain in effect from such companies fire and extended coverage insurance (including coverage for damage resulting from vandalism and malicious mischief) with respect to all insurable Improvements located on the Owner's Lot, other than the Building Structure thereon, in an amount equal to 100% of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage insurance with respect to that Owner's personal property. No Owner shall obtain any of the insurance coverages

described in Section 3.10.3 nor shall any insurance coverage obtained by a Owner (or the Owner's mortgagee) be brought into contribution with insurance obtained by the CTA.

SECTION 4 ASSESSMENTS

4.1 Purpose of Assessments: The CTA shall impose assessments and charges equally upon all Owners to pay for the improvements, operation, maintenance, repair and replacement of Common Areas, including carrying out the CTA's responsibility to manage, maintain, replace and insure the Common Areas and Landscaped Areas as required by Section 3. The assessments adopted and imposed by the CTA shall be used exclusively to promote the recreation, health, safety, aesthetics and welfare of the Owners and Occupants of Claremont Townhomes.

4.2 Creation of Lien and Personal Obligation of Assessments: Each Owner, successors and assigns shall be liable for and pay to the CTA all assessments or other charges that may be fixed, established, and collected from time to time in the manner provided in the Declaration or the Bylaws. An Owner shall be personally liable for all assessments and charges imposed on the Owner or assessed against the Owner's Lot by the CTA. All assessments and charges, together with any interest, late fees, attorneys' fees and other costs allowed by the Oregon Planned Community Act, shall be a lien upon the Lot against which the assessment or charge was made. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the Lot. All liens and personal obligations shall be enforced in the manner allowed by the Oregon Planned Communities Act. No Owner, successors or assigns may avoid these personal obligations by abandonment of the Lot.

4.3 Regular Assessments: The total annual Regular Assessment against all Lots shall be based upon an annual budget prepared by the Board, with respect to projected expenses of the CTA, including, without limitation, maintenance, repair, and operation of the Building Structures, to the extent provided in Section 3.10 (except that any replacement of exterior surfaces shall be by Special Assessment), Townhome Common Area, and Landscaped Areas; premiums for all insurance policies the CTA is required or permitted to maintain pursuant to the Declaration; professional management fees and expenses, employee salaries, and legal and accounting costs; any deficits remaining from the previous fiscal year of the CTA; reasonable contingency reserves of the CTA, established at the discretion of the Board (in addition to those funds contained in "the Common Townhome Property Reserve Account"); and any other costs, expenses, obligations, and liabilities as the Board, in its discretion, may incur for the management, operation, and maintenance of the Townhome Property and the CTA, in accordance with the Declaration and the Oregon Planned Community Act.

4.3.1 Allocation of Assessments: All Regular Assessments shall be allocated among all Lots, on the basis of one assessment unit per Lot.

4.3.2 Notice of Regular Assessments: The CTA shall give written notice to each Owner as to the amount of the Regular Assessment with respect to each Lot, on or before December 15 for each year for the calendar year commencing January 1 of the next year. The Regular Assessment shall be due and payable as the Board may determine. The CTA shall establish a Common Townhome Property Reserve Account in the name of the CTA for replacement of all items of common property.

4.4 Special Assessments: In addition to the Regular Assessments authorized herein, the Board shall have the authority to levy Special Assessments to satisfy any actual or projected deficiency between the expenses of the CTA and the amounts realized through Regular Assessments. Special Assessments shall be allocated equitably among the Owners of all Lots. Special Assessments are payable as the Board may from time to time determine, within 30 days after the mailing of notice thereof to affected Owners.

4.5 Limited Assessments: The CTA may levy against any Owner a Limited Assessment equal to the costs and expenses incurred by the CTA, including legal fees, for corrective action performed pursuant to this Declaration when action is required as a result of the willful or negligent actions or omissions of an Owner or an Owner's tenants, guests, contractors, or invitees.

4.6 Other Assessments: The CTA may adopt or otherwise impose any other form of fee, charge or assessment for the benefit of the Owners, consistent with applicable law. The use of any such fee, charge or assessment shall be limited to the operation, management, maintenance, repair and upkeep of the Common Areas as well as expenses incurred by the CTA for any purpose authorized by this Declaration or applicable law.

4.7 Statement of Account: Upon payment of a reasonable fee, which shall be established by the Board but shall not exceed \$50, and upon written request of any Owner or any mortgagee, prospective mortgagee, or prospective purchaser of a Lot, the CTA shall issue a written statement setting forth the amount of the unpaid Assessments, if any, with respect to one or more Lots and the amount of the current Assessments and the dates on which the Assessments become or became due. Any such statement shall be conclusive upon the CTA, in favor of persons who rely thereon in good faith. If a prospective purchaser requests a statement of account, any liens outstanding for unpaid Assessments, charges or penalties shall be released automatically only if all of the following occur: (i) the statement is not furnished within 20 days from the date of the request for the statement, (ii) an additional written request is made by the prospective purchaser and is not complied with within 10 days, and (iii) the purchaser subsequently acquires the Lot.

SECTION 5

ARCHITECTURAL REVIEW COMMITTEE

5.1 Architectural Review (ARC): No Improvement shall be commenced, erected, placed, altered, or maintained on any Lot until the design plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the Improvement have been submitted to and approved in writing by the ARC. All Improvements must also be reviewed and approved by the Claremont Civic Association pursuant to the CCA Declaration. It is the intent and purpose of the Declaration to achieve a high standard of quality of design, workmanship and materials and to assure harmony of external design with existing Improvements and location with respect to topography and finished grade elevations.

5.2 Procedure: In all cases that require ARC approval, the provisions of this Section shall apply. The procedure and specific requirements for ARC approval may be set forth in Design Guidelines adopted from time to time by the ARC. The ARC may charge a reasonable fee to cover the cost of processing an application for its approval.

5.3 Committee Decision: The ARC shall render its decision on an application for approval of the design of an Improvement or any other proposal submitted to it for approval, within 15 working days after it has received a complete, written application therefor. A complete application shall specify the approval requested and be accompanied by all material reasonably required or desired by the ARC to make an informed decision on the application. If the ARC fails to render a decision on the application within 30 working days after the ARC has received a complete application, the application will be deemed approved. If an Improvement is made without ARC review or approval, and no suit to enforce the terms of this Declaration is commenced within one year after completion of the Improvement, the Improvement will be deemed approved as constructed, with no right of appeal.

5.4 Committee Discretion: The ARC may, at its sole discretion, withhold consent to any proposed Improvement if the ARC finds the proposed Improvement would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Townhome Property. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots within the Townhome Property, effect on the enjoyment of other Lots or the Townhome Common Area, disturbance of existing terrain and vegetation, and any other factors the ARC reasonably believes to be relevant, may be taken into account by the ARC in determining whether or not to approve or condition its approval of any proposed Improvement.

5.5 Membership, Appointment and Removal: The ARC shall consist of at least three persons as the Board may from time to time appoint. The Board may remove any member of the ARC from office at any time and may appoint new or additional members at any time. The CTA shall keep on file at its principal office a list of the names and addresses of the members of the ARC. If the Board fails to appoint members to the ARC, the Board itself

shall serve as the ARC.

5.6 Majority Action: Except as otherwise provided herein, a majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting or notifying the remaining members of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the committee members consenting thereto.

5.7 Liability: The scope of the ARC's review is not intended to include any review or analysis of structural, geophysical, engineering, or other similar considerations. Neither the ARC nor any member thereof shall be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the ARC or the committee member has, in accordance with the actual knowledge possessed by the ARC or by the member, acted in good faith.

5.8 Nonwaiver: Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.9 Appeal: Any Owner adversely affected by an action of the ARC may appeal that action to the Board. Appeals shall be made in writing within ten working days after the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. A final, conclusive decision shall be made by the Board within 15 working days after receipt of the notification.

5.10 Effective Period of Consent: The ARC's consent to any proposed Improvement shall automatically be revoked one year after issuance unless construction of the work has commenced or the Owner has applied for and received an extension of time from the ARC.

5.11 Estoppel Certificate: Within 15 working days after written request therefor is delivered to the ARC by any Owner, and upon payment to the ARC of a reasonable fee, if any, fixed by the ARC to cover costs, the ARC shall provide the Owner with an estoppel certificate executed by a member of the ARC and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (a) all Improvements made or done upon or within a Lot by the Owner comply with the Declaration or (b) any such Improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, the certificate shall also identify the non-complying Improvements and set forth with particularity the nature of the noncompliance. Potential purchasers, mortgagees or parties considering a security interest in a Lot is entitled to rely on an estoppel certificate issued under this section with respect to the matters stated in the certificate.

SECTION 6

PROPERTY RIGHTS AND EASEMENTS

6.1 Owners' Use and Occupancy: Except as otherwise expressly provided in this Declaration or in the plat in which a Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of his or her Lot, including, without limitation, the Landscaped Area thereon. If a Owner leases or rents a Lot, the lease or rental agreement shall be expressly subject to the terms and conditions of this Declaration, the Bylaws and any rules and regulations adopted by the CTA. Authorized representatives of the ARC and CTA may, at any reasonable time, enter upon any Lot for the purpose of determining compliance with this Declaration and any rules and regulations adopted by the CTA. No such entry shall be deemed to constitute a trespasser conversion or otherwise to create any right of action in the Owner of the Lot. The CTA may grant or assign easements over or with respect to any Lot, to municipalities or other utilities performing utility services and to communication companies.

6.2 Owners' Easements of Enjoyment: Every Owner and his or her invitees shall have a right and easement of enjoyment in and to the Townhome Common Area. This easement shall be appurtenant to and shall pass with the title to every Lot. Use of the Townhome Common Area shall not result in unreasonable disturbance of occupants of the Building Structures and shall be subject to all rules and regulations as may be adopted by the Board.

6.3 Extent of Owners' Rights: The rights and easements of enjoyment in the Townhome Common Area created hereby shall be subject to the provisions of this section and all other provisions of this Declaration, as may be conditioned by rules and regulations adopted by the CTA.

6.3.1 Townhome Associations' and Owners' Easements: The CTA grants for the benefit of the CTA and all Owners of Lots within the Townhome Property the following easements over, under, and upon the Townhome Common Area:

- (a) An easement for installation and maintenance of power, gas, electric, water, and other utility and communication lines and services installed by Declarant or with the approval of the Board. Any such easements shall be shown on any plat of the Townhome Property;
- (b) An easement for construction, maintenance, repair, and use of the Townhome Common Area and any common facilities thereon; and
- (c) An easement for the purpose of making repairs to any existing structures on the Townhome Common Area.

6.3.2 Utility and Other Municipal Easements: The CTA may grant or assign easements to municipalities or utilities performing utility services and to

communication companies. The CTA may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Townhome Property.

6.3.3 Use of the Townhome Common Area: Except as otherwise provided in this Declaration, the Townhome Common Area shall be reserved for the use and enjoyment of all Owners and no private use may be made of the Townhome Common Area. The Board shall have authority to abate any trespass or encroachment upon the Townhome Common Area at any time, by any reasonable means and with or without having to bring legal proceedings.

6.3.4 Alienation of the Townhome Common Area: The CTA may not, by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer any portion of the Common Area owned directly or indirectly by the CTA for the benefit of the Lots unless the holders of at least 80% of the Lots have given their prior written approval. This provision shall not apply to a grant of the easements described in this Section. A sale, transfer, or encumbrance of all or any portion of the Common Area, in accordance with this Section may provide that the Common Area so conveyed shall be released from any restriction otherwise applicable to the Common Area by this Declaration. No such sale, transfer, or encumbrance may, however, deprive any Lot of the right of access or support without the written consent of the Owner of the Lot.

6.3.5 Limitations on Use: Use of the Townhome Common Area by the Owners shall be subject to the provisions of this Declaration, and to the following:

- (a) The right of the CTA to suspend the use rights of a Owner, to the extent provided in Section 8 below, and
- (b) The right of the CTA to adopt, amend, and repeal rules and regulations, in accordance with this Declaration and the Bylaws.

6.4 Delegation of Use: In accordance with the Bylaws, any Owner may delegate to the members of his or her family and to his or her tenants or contract purchasers, in each case, who reside on the Lot, his or her right of enjoyment of the Townhome Common Area.

6.5 Encroachments: If an encroachment results from construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Townhome Property, an easement for the encroachment shall exist to the extent that any Lot or Townhome Common Area encroaches on any other Lot or Townhome Common Area. An easement shall continue for the purpose of maintaining the encroachment so long as the encroachment exists. Nothing in this Section shall relieve a Owner of liability in case of a Owner's willful misconduct nor shall relieve any other person of liability for failure to adhere to any plat of any portion of the Townhome Property.

6.6 Maintenance Easement: An easement is hereby reserved in favor of the CTA and

its successors, assigns, contractors, agents, and employees, over and across each Lot, for purposes of accomplishing the maintenance, repair, and replacement of the exteriors of Building Structures and landscaping and other Improvements located upon the Landscaped Areas.

SECTION 7 ADDITIONAL RESTRICTIONS AND DUTIES

7.1 Structures Permitted: Except to the extent expressly provided or contemplated in this Declaration, no Improvements shall be erected, constructed or permitted to remain on any Lot except Improvements designed for residential living.

7.2 Residential Use: Lots shall be used solely for single family residential purposes. Except with the consent of the Board and as allowed by applicable ordinances, agreements, or land use approvals, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit activities relating to the rental or sale of Building Structures; the right of a Owner to maintain his or her professional personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls, or confer with business or professional associates, clients, or customers in his or her Building Structure. The Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the Building Structure and that the activities would not be in violation of applicable ordinances.

7.3 Age Restriction: All occupants of Lots, Building Structures within the Townhome Property shall be at least 18 years of age and at least one occupant of each Lot must be 55 years of age or older. This restriction shall not prohibit temporary and social visitation of the occupants of a Lot or Building Structure by people who are not the requisite age. No children under the age of 18 are allowed as full-time residents. Variances from the age restrictions may be granted on such terms and conditions as the Board may deem appropriate. In no event, however, shall any variance be allowed if to do so would permit more than 19% of the Lots or Building Structures in the Townhome Property to be occupied by people failing to meet the age requirement of this subsection.

7.4 Land Divisions Prohibited: Divisions of land, Lots and Dwelling Units are prohibited.

7.5 Offensive or Unlawful Activities: No noxious or offensive activities shall be carried on upon any Lot or Townhome Common Area, nor shall anything be done or placed on any Lot or Townhome Common Area if it interferes with or jeopardizes the enjoyment of other Lots or the Townhome Common Areas or is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all laws, zoning ordinances, and

regulations of all governmental bodies having jurisdiction thereof shall be observed, without limiting the generality of the foregoing, no heat pump or other heating, ventilating, or air conditioning equipment, the operation of which produces noise at a level higher than 80 decibels, shall be allowed on or in any Lot or Building Structure.

7.6 Use of Outdoor Living Areas: Outdoor Living Areas shall be used exclusively for patios, low-profile decks, and private planting and landscaping areas.

7.7 Parking: Parking of boats, trailers, motorcycles, trucks, truck campers, or other recreational vehicles or equipment and vehicles in excess of 8,000 pounds gross vehicle weight shall not be allowed on any part of the Townhome Property or on public streets within or adjacent thereto, except for those areas designated for parking in accordance with the terms of this Declaration or within the confines of an enclosed garage or screened area, the plans of which comply with applicable ordinances, agreements, or land use approvals and have been reviewed and approved by the ARC prior to construction, in which case, no portion of the vehicle may project beyond the screened area.

7.8 Vehicles in Disrepair: No Owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on the Townhome Common Area for a period in excess of 48 hours. A vehicle shall be deemed in an “extreme state of disrepair” when the Board reasonably determines that its presence offends the occupants of the neighborhood. Should any Owner fail to remove his or her vehicle within five days following the date on which notice is mailed to the Owner by the CTA, the CTA may have the vehicle removed from the Townhome Property and charge to the Owner all expenses related to the removal.

7.9 Signs: No signs shall be erected or maintained on any Lot except signs approved as to appearance and location by the ARC. The restrictions contained in this paragraph shall not apply to the temporary placement of “political” signs on any Lot by the Owner thereof or the placement, or a real estate sign less than 18 x 24 inches.

7.10 Rubbish and Trash: No Lot or part of the Townhome Common Area shall be used as a dumping ground for trash or rubbish or hazardous materials of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. If any violation of this requirement exists for a period longer than 10 days after written notice of the violation is mailed to the responsible Owner by the CTA, the CTA shall have all remedies and rights provided by this Declaration and the Oregon Planned Community Act, including the remedies specified in Section 8.

7.11 Temporary Structures: No structure of a temporary character nor any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be erected, constructed or used at any time, either temporarily or permanently, as a residence.

7.12 Service Yards: Service yards (garbage, fuel tanks, clotheslines, etc.) shall be completely screened so that that the elements screened are not visible at any time from the

street or any adjoining property.

7.13 Antennas and satellite Disks: Installation of Antennas and Satellite Disks must be approved by the ARC, which shall be guided by Regulations of the Federal Communication Commission.

7.14 Party Walls:

7.14.1 General Rules of Law to Apply: Each wall that is built as a part of the original construction of a Building Structure and is placed on the dividing line between Lots shall constitute a “party wall.” To the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.14.2 Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to their use.

7.14.3 Destruction by Fire or Other Casualty: Unless the Association obtains insurance to cover damage or casualty for party walls under Section 3.10.3, the owners of units adjoining a party wall shall be responsible for the repair, restoration or replacement of damaged party walls according to the terms of this section. If a party wall is damaged by fire or other casualty, any Owners who have used the wall may restore it, in which case, if the other Owners hereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions

7.14.4 Weatherproofing: Notwithstanding any other provision of this section, a Owner who, by negligent or willful act, causes the party Wall to be exposed to the elements shall bear the whole cost of repairing the damage caused thereby and of furnishing the necessary protection against the elements.

7.14.5 Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this section shall be appurtenant to the former Owner’s Lot and shall pass to the Owner’s successors in title.

7.14.6 Arbitration: If any dispute arises concerning a party wall under this section, the dispute shall be conclusively resolved by arbitration. Each party shall choose one arbitrator, and the selected arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall be final and binding.

7.14.7 No Breach of Party Walls: Each Owner shall ensure that party walls separating his or her dwelling unit from other dwelling units within the same Building Structure are not punctured or otherwise breached by the Owner or his or her lessees, invitees, or contractors or family members.

SECTION 8 ENFORCEMENT

8.1 Use of Townhome Common Area: If any Owner violates, or any Lot is in violation of, any provision of the Declaration, the Bylaws or any rules or regulations adopted by the CTA, governing the use of Lots or the Townhome Common Area, the CTA, acting through the Board, may notify in writing the Owner that the violation exists and that the Owner is responsible for correction or otherwise eliminating the violation. After affording the Owner reasonable notice and opportunity to be heard on the allegation, the CTA may do any or all of the following:

- (a) Suspend the Owner's voting rights and right to use the Townhome Common Area for the period that the violations remain unabated or for any period not to exceed 60 days for any infraction of its rules and regulations;
- (b) Impose reasonable fines, charges or assessments upon the Owner or Lot, in the manner provided in Section 4;
- (c) Impose an amount the Board deems appropriate in relation to the violation, which fines shall be paid into the maintenance and operation account of the CTA; or
- (d) Bring suit or action against an Owner to enforce this Declaration, the Bylaws or rules and regulations.

Nothing in this Section, however, shall give the CTA the right to deprive any Owner of access to and from the Owner's Lot.

8.2 Non-qualifying Improvements and Violation of General Protective Covenants: If any Owner constructs or allows to be constructed on the Owner's Lot any Improvement activity, condition or nuisance contrary to the provisions of the Declaration, Bylaws, or rules and regulations to remain uncorrected or unabated on the Owner's Lot, the CTA may in writing notify the Owner of the specific violation and may require the Owner to remedy or abate the violation in order to bring the Owner's Lot, the Improvements thereon, and the Owner's use thereof into conformance with the applicable requirements. If the Owner is unable or unwilling to remedy or abate the alleged violation, or the Owner and the CTA cannot agree on a mutually acceptable solution within the framework and intent of the Declaration, after the Owner has been afforded notice and opportunity to be heard and within 60 days following notice, the CTA, shall have, in addition to any other rights or remedies provided in the Declaration, at law, or in equity the right to do any or all of the following:

- (a) Impose reasonable fines against the Owner in the manner and amount the Board deems appropriate in relation to the violation;

- (b) Enter the offending Lot (which entry shall not subject the CTA, the directors of the CTA, or any agent or representative thereof to liability for trespass, conversion, or any other claim for damages) and remove the cause of the violation or alter, repair, or change the item that is in violation of the Declaration, in such a manner as to make it conform thereto. The CTA may assess the Owner for the entire cost of the work done payable to the maintenance and operation account of the CTA; and/or
- (c) Bring suit or action against the Owner on behalf of the CTA and other Owners, to enforce the Declaration, Bylaws or rules and regulations.

8.3 Default in Payment of Assessments; Enforcement of Lien: If an Assessment, penalty or other charge levied in accordance with this Declaration is not paid within 30 days after its due date, the Assessment or charge shall become delinquent, and the CTA shall be entitled to any of the remedies provided or allowed by the Oregon Planned Community Act and any of the following remedies.

8.3.1 Suspension of Rights: Acceleration: The CTA may suspend such an Owner's voting rights and right to use the Common Areas until the Assessment, plus any other charges or penalties imposed as a consequence of the delinquency, are paid in full. The CTA may declare all remaining periodic installments of any Assessment or any other amounts owed by the Owner to the CTA immediately due and payable. In no event, however, shall the CTA deprive any Owner of access to and from the Owner's Lot.

8.3.2 Lien: The CTA shall have a lien on any Lot for any Assessment levied against the Lot and for any fines or other charges imposed under this Declaration or the Bylaws, against the Owner of the Lot, from the date on which the Assessment, charge or penalty becomes delinquent. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 87.352 to 87.382 shall apply to the CTA's lien. The lien shall be foreclosed in accordance with the applicable provisions of ORS Chapter 88. The CTA, through its duly authorized agents, may bid on and acquire the Lot at the foreclosure sale. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the date the first installment of the Assessment becomes due until paid in full.

8.3.3 Suit or Action: The CTA may bring an action to recover a money judgment for unpaid delinquent Assessments, charges and penalties under the Declaration, without foreclosing or waiving its lien. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

8.3.4 Other Remedies: The CTA shall have any other remedy available to it by law or in equity.

8.4 Notification of First Mortgagee: The Board shall notify any first mortgagee of any Lot, of any violation or default in performance of the terms of this Declaration by the Lot Owner if the violation or default is not cured within 60 days.

8.5 Subordination of Lien to Mortgages: The lien for the assessments or charges imposed in accordance with this Declaration shall be subordinate to the lien of any mortgage or deed of trust on the Lot if the mortgage or deed of trust was made in good faith and for value and was recorded prior to the recordation of the notice of the lien for assessments or charges. Sale or transfer of any Lot shall not affect the assessment lien provided that the sale or transfer of any Lot subject to a mortgage or deed of trust pursuant to a decree of foreclosure thereunder or pursuant to a proceeding, deed, or assignment in lieu of foreclosure shall extinguish the lien of an assessment, notice of which was recorded after the recording of the mortgage or trust deed. Any such sale or transfer, however, shall not release the Lot from liability for any assessments or charges thereafter becoming due or from the lien of any subsequent assessments or charges.

8.6 Interest, Expenses, and Attorneys' Fees: Any Assessment, charge or penalty not paid to the CTA when due in accordance with this Declaration shall bear interest at the rate of 9% per annum, or the highest rate allowed by applicable law, from the date due until paid. A late charge for each delinquent assessment may be imposed in an amount to be established from time to time by the Board, not to exceed 30% of the underlying assessment. The amount of any lien the CTA may file in accordance with this Section shall also include all recording fees associated with filing the notice and a fee for preparing the notice of lien established from time to time by resolution of the Board. If the CTA prevails in any suit or other action to enforce the requirements of the Declaration, Bylaws or any rule or regulation of the CTA, or to collect any money due hereunder or to foreclose a lien, the CTA shall be entitled an award of its costs and expenses, including a foreclosure title report, attorney fees, incurred by the CTA in connection with any suit or action, and the prevailing party in such a suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

8.7 Non-exclusiveness and Accumulation of Remedies: An election by the CTA to pursue any remedy provided for violation of this Declaration, shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the CTA. In addition, any aggrieved Owner may bring an action against another Owner or the CTA, to recover damages or to enjoin, abate, or remedy any violation of this Declaration, by appropriate legal proceedings.

SECTION 9 CASUALTY

The CTA shall be responsible for repairing, reconstructing, and rebuilding all damage to or destruction of (a) the structural components of the Building Structures and the Townhome Common Area, subject to the provisions of this Section 9 and of Section 4.5. The CTA shall rebuild and/or restore the damaged or destroyed portions of the structural components of the Building Structures and the Townhome Common Area to substantially the same condition in which these existed prior to such damage or destruction unless Owners of at least 75% of the Lots and at least 75% of first mortgagees of Lots agree that the damaged or destroyed portions shall not be rebuilt and/or restored. Rebuilding and/or restoration shall begin within 60 days following the damage or destruction. If the proceeds of the insurance policies held by the CTA are insufficient to fund the full cost of rebuilding and/or restoration, the difference between the amount of such proceeds and such cost shall be charged to all Owners, by means of a Special Assessment. If the required number of Owners and first mortgagees of Lots agree that the damaged or destroyed portions of the Building Structures and/or Townhome Common Area shall not be rebuilt and/or restored, the proceeds of the insurance policies held by the CTA shall be distributed on an equitable basis among the Owners of the affected Lots, in such manner as the Board shall determine. The CTA shall represent the Owners in any proceeding, negotiation, settlement, or agreement relating to the payment of proceeds under any insurance policies held by the CTA.

SECTION 10 MISCELLANEOUS

10.1 Term: The covenants, conditions, and restrictions of this Declaration shall run until December 31, 2023, unless amended as herein provided. After December 31 2023, these covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years each, unless amended or extinguished by a written instrument executed by members holding at least 75% of the voting power of the CTA and recorded in the deed records of Washington County.

10.2 Amendment and Repeal: Except as expressly provided elsewhere in this Declaration or the Oregon Planned Community Act, any provision of this Declaration may be amended or repealed by a vote of Owners holding not less than 75% of the total voting power of the CTA. Any such amendment or repeal shall become effective only upon recordation in the deed records of Washington County and the certification of the president or secretary of the CTA setting forth in full the amendment so approved and certifying that the amendment has been approved in the manner required by the Declaration.

10.3 Restrictions: In no event shall an amendment under this Section change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

10.4 Notices: Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by that person to the CTA for the purpose of service of notice or to the residence of that person if no address has been given to the CTA. The Owner shall be responsible for providing the CTA with a current address for purposes of official notices. If service to an Owner is made by delivery, service shall be deemed made upon delivery to the affected Lot.

10.5 Right of Enforcement: Except as otherwise provided herein, any Owner of any Lot covered by this Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Declaration and against the Owners thereof.

10.6 Remedies Cumulative: Each remedy provided herein is cumulative and not exclusive.

10.7 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 of those persons to comply with this Declaration shall be a joint and several, and the act or consent of any one of the joint owners shall constitute the act or consent of the entire ownership interest. However, if the joint owners disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any part-owner may deliver written notice of that disagreement to the CTA, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to any matter on which the owners might otherwise vote.

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

10.9 Non-Waiver: The failure to enforce any of the provisions of the Declaration, Bylaws or any rule or regulation at any time shall not constitute a waiver of the rights to enforce any such provision.

10.10 Restrictions Construed Together: All of the provisions hereof shall be liberally construed together to promote and effectuate the general plan and scheme of the Townhome Property.

10.11 Restrictions Severable: Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion

thereof shall not affect the validity or enforceability of any other provision.

10.12 Singular Includes Plural: Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

10.13 Captions: All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS WHERE OF, The Claremont Townhome Association has executed this Second Amended and Restated Declaration of Covenants, Conditions and Restriction to the Claremont Townhome Association on this 17 day of February, 2005.

By; _____

Muriel G, Arnett, President
President, Claremont Townhome Association.

By; _____

Karen Nairn, Secretary
Secretary, Claremont Townhome Association

Witnessing or Attesting Signature

State of OREGON

County of WASHINGTON

Signed or attested before me on _____, 2005 by Muriel G, Arnett and Karen Nairn.

Notary Public – State or Oregon

My Commission expires: _____

EXHIBIT "A"

The following described tract of land Situated in the Northwest quarter of Section 29, Township 1 North, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon:

Beginning at a point located North $89^{\circ} 48' 06''$ West 829.51 feet along the North line of said Section 29 and at right angles thereto South $00^{\circ} 11' 54''$ West 761.67 feet from a 3-1/4 inch aluminum disk marking the North quarter corner of Section 29; thence South $08^{\circ} 46' 54''$ East 76.90 feet; thence South $17^{\circ} 01' 13''$ East 59.91 feet; thence South $78^{\circ} - 20' 12''$ East 57.99 feet; thence South $82^{\circ} 28' 17''$ East 113.30 feet; thence South $55^{\circ} 55' 11''$ East 24.43 feet to an intersection with the Southerly line of Tract A" as set forth on Sheet 4 of 5 of the plat of "CLAREMONT"; thence along said line of "Tract A" South $82^{\circ} 09' 47''$ East 248.14 feet; thence leaving last said line North $79^{\circ} 45' 47''$ East 117.44 feet; thence South $77^{\circ} 20' 51''$ East 110.60 feet to a point on the arc of the Westerly right of way line on the curve of NW Bethany Blvd. as described in Dedication Deed Recording No. 94-011269; thence along last said line on the arc of an 885.00 foot radius curve to the right, having a central angle of $22^{\circ} 34' 47''$ (the chord of which bears South $31^{\circ} 05' 59''$ West 346.52 feet) the arc distance of 348.77 feet being to the left of the chord; thence along last said line South $42^{\circ} 23' 22''$ West 267.32 feet; thence along the arc of a 35.00 foot radius curve to the right, having a central angle of $90^{\circ} 00' 00''$ (the chord of which bears South $87^{\circ} 23' 22''$ West 49.50 feet) the arc distance of 54.98 feet being to the left of the chord to the Northerly 45 foot right of way line of NW West Union Road; thence along said right of way line North $47^{\circ} 36' 38''$ West 260.40 feet; thence South $52^{\circ} 12' 32''$ West 15.22 feet to the Northerly 30 foot right of way line of NW West Union Road; thence along said line North $47^{\circ} 36' 38''$ West 277.84 feet; thence along the arc of a 448.43 foot radius curve to the right, having a central angle of $21^{\circ} 21' 47''$ (the chord of which bears North $36^{\circ} 55' 44''$ West 166.23 feet) the arc distance of 167.20 feet being to the left of the chord; thence North $26^{\circ} 14' 52''$ West 103.36 feet to the most Southwesterly corner of the plat of "CLAREMONT"; thence along the Southerly line of the Plat of "CLAREMONT" South $88^{\circ} 15' 47''$ East 16.99 feet to the Southwest corner of Tract "A" of the "CLAREMONT" plat, on the 45 foot right of way line of NW West Union Road; thence along said right of way line North $26^{\circ} - 14' 52''$ West 40.97 feet; thence North $61^{\circ} 42' 53''$ East 91.72 feet; thence North $81^{\circ} 13' 01''$ East 71.23 feet Thence, North $05^{\circ} 19' 21''$ West 20.68 feet; thence North $82^{\circ} - 29' 09''$ East 128.88 feet to the point of beginning.

Contains 7.71 Acres

Plat Book 90, page 39, Surveyors Certificate # 94049836