

SUPPLEMENTAL
DECLARATION OF CONDITIONS
AND RESTRICTIONS RELATING
TO
CHARBONNEAU VII
THE VILLAGE AT WILSONVILLE

¹In the County of Clackamas and State of Oregon DECLARATION made on the date hereinafter set forth by the undersigned who are the owners of all the hereinabove described real property;

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Clackamas, State of Oregon, and more particularly described as Charbonneau VII, The Village at Wilsonville.

NOW, THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold, and conveyed, subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting their value, desirability, and attractiveness of the properties. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

¹ The Preamble has been amended.

ARTICLE I

Definitions

Section 1. "Townhome Association" shall mean and refer to Garden Homes at Charbonneau Green Townhome Association, an Oregon non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property in the County of Clackamas, State of Oregon, described as: Charbonneau VII, The Village at Wilsonville and such additional lots or parcels as may hereafter by recorded conditions and restrictions be brought within the jurisdiction of the Townhome Association.

Section 3. "Residential Unit" shall mean and refer, severally, to the respective residential units constructed or to be constructed on Lots within the properties, together also with the interest herein defined in the party wall or walls located at and along a boundary or boundaries of such residential units and shares in common with the contiguous residential unit or units abutting on such boundary or boundaries.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Townhome Association.

Section 5. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any residential unit which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6.²

² Article I, Section 6 has been rewritten.

ARTICLE II³

ARTICLE III

Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any residential unit which is subject by covenants of record to assessment by the Townhome Association, including contract buyers, shall be a proprietary member of the Townhome Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any residential unit which is subject to assessment by the Townhome Association. Ownership of such residential unit shall be the sole qualification for membership.

Each lessee, renter, or other occupant of a residential unit in the properties not eligible for proprietary membership, but who satisfies the conditions of the By-Laws of the Townhome Association and of this Declaration shall be an associate member, which status shall continue in effect during such period as the associate member shall be an authorized non-proprietary tenant of a residential unit in the properties. Associate membership shall carry all of the rights and privileges and shall be subject to all obligations and responsibilities of proprietary membership, except the right to vote. At any time an associate member shall cease to be a resident of the properties, or shall become a proprietary member, his rights and privileges as an associate member shall thereupon terminate.

ARTICLE IV⁴

³ Article II has been rewritten.

⁴ Article IV has been rewritten.

ARTICLE V⁵

ARTICLE VI

Party Walls and Related Easements

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residential units upon the properties and placed along the dividing line between residential units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. As a permanent easement running with, and appurtenant to, the residential unit of which it is a part, and not limited in personam to the Owner thereof, each residential unit shall have the right to enjoy in common with the adjacent property and its Owner, such portion of any party wall as shall be located on property adjacent to the residential unit for purposes of support, and the adjacent residential unit shall be subject and servient to such easement.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the portion of a party wall not exposed to the weather shall be borne by the Owner in whose residential unit the party wall is exposed.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding

⁵ Article V has been rewritten.

liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators, and such decision shall be binding on all parties concerned.

Article VII

Exterior Maintenance⁶

Damage caused by fire, flood, storm, earthquake, riot, vandalism or other normal wear from use and the elements shall be the responsibility of each owner and not included in the maintenance provided by the Association. Each owner shall be responsible for maintenance and keeping in good order and repair the interior of his own residence and his internal courtyard.

In the event that the need for maintenance or repair is caused through the willful or negligent act or omission of the owner, his family or guests or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such residential unit is subject.

⁶ The first paragraph of Article VII has been rewritten.

ARTICLE VIII⁷

ARTICLE IX

Easements

There are hereby specifically reserved for the benefit of the Townhome Association, for the residential unit Owners in common, and for each residential unit Owner, severally, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements, and right-of-way, as particularly identified in this Section.

(a) There is reserved for the benefit of each residential unit, and the Owner thereof, as dominant tenant to run with the residential unit:

(1) A non-exclusive easement for utility services including, without limitation, television and security cables and storm drainage, at reasonable places over, under and through the property and each other residential unit, jointly as the servient tenement;

(2) All easements evidenced, represented or noted on plats or any portions of the properties including, without limitation, easements for sanitary sewer, storm drainage, potable water supply and utility purposes, and the construction and maintenance of related facilities, and sidewalk easement for pedestrian traffic;

(3) Respecting a sidewalk so located on two lots as to

⁷ Article VIII, "Insurance," has been deleted. See the Bylaws for this topic.

serve a residential unit on each, the Owners of each of the units, and their agents, tenants, invitees and licensees, shall enjoy a non-exclusive easement over the sidewalk for access and egress to their respective units;

(4) A non-exclusive easement for egress and ingress over the streets, walkways and common areas in the properties as indicated on the respective plats of subdivisions within the properties new or hereafter filed, with easement shall extend to the licensees of any resident as long as such licensee conforms to applicable rules and regulations of the Townhome Association, and other regulatory bodies with authority; and

(5) An easement for encroachment, occupancy and use of such portion of the properties and each other residential unit, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner of the dominant tenement as a result of any alluvium, accretion, erosion, subsidence, landslide or collapse, deterioration, decay, construction errors, overhanging structures, movements or subsidence of buildings or structures, or any portion thereof including, but not limited to, the placement of party walls.

(b) There is reserved to the Townhome Association, its agents and servants, an easement ingress of which all of the residential units shall be jointly the servient tenement providing an easement of entry and of access for the installation and maintenance or utility lines, utility meter boxes, and to permit the Townhome Association to perform its services., and for the performance generally of its rights and duties as provided in this Declaration.

ARTICLE X

General Provisions

Section 1. Enforcement⁸.

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

Section 3. Amendment⁹.

Section 4¹⁰.

Section 5¹¹.

Section 6. The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by the client, the association and the owner or owners of any portion of said property, and their heirs and assigns, and each of their legal representatives and failure by the client or by the Association or by any of the property owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no way be deemed a waiver of the right to do so.

Section 7¹².

IN WITNESS THEREOF, the undersigned has hereunto set its hand and seal this 1 day of March, 1978

⁸ Article X, Section 1 has been rewritten.

⁹ Article X, Section 1 has been rewritten.

¹⁰ Article X, Section 4 has been deleted.

¹¹ Article X, Section 5 has been deleted.

¹² Article X, Section 7 has been deleted.

WILLAMETTE FACTORS, INC.

By: Patrick C. Jordan, President

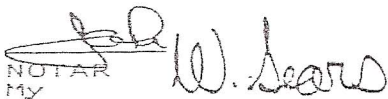
STATE OF OREGON)

) ss.

County of Multnomah)

On this 1 day of March, 1978, personally appeared Patrick C. Jordan, and being sworn did say that he is the President of WILLAMETTE FACTORS, INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is its corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and is the free act and deed of said corporation.

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


NOTAR
MY

NOTARY PUBLIC for Oregon commission expires: