

EXHIBIT

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COVENANTS, CONDITIONS AND RESTRICTIONS
for

RIVERSIDE RECREATION CLUB & MAINTENANCE ASSOCIATION

County of Crook
State of Oregon

19715

TO: The Public.

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property in the County of Crook, State of Oregon, hereinafter referred to as "said property," more particularly described as follows:

See Exhibit A attached hereto

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto,

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein:

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to RIVERSIDE RECREATION CLUB & MAINTENANCE ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.

2. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

ARTICLE II MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of an interest in any Dwelling Unit or any Parcel, or Building Site located upon any part of said property shall, by virtue of such ownership, be a member of the Association. Additional persons may become members under rules prescribed by the Board of Directors of the Association.

ARTICLE III VOTING RIGHTS

1. Each member shall be entitled to vote for each five acres owned, except that Developer shall have three votes for each acre of said property owned during the period of development or ten years, whichever is shorter time.
2. When more than one person holds an interest in any Parcel or Building Site, all such persons shall be members. The vote for such Parcel or Building Site shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one five-acre Parcel or Building Site, except by Developer, as set forth above. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said Property, and each Owner of any Dwelling Unit, Parcel or Building Site by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association regular annual or other regular periodic assessment or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property, including the improvement and maintenance of said property, and any Common Areas (including roads), recreation facilities, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and the buildings dwellings and other improvements situated upon said property, and including,

without being limited thereto, the payment of taxes and insurance on all or any part of said property, and for other purposes set forth in the Articles of Incorporation of the Association.

3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Dwelling Unit, Parcel or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Parcel or Building Site which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts there which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any remaining after such mortgage and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Parcel or Building Site from liability for any assessments thereafter becoming due.

4. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local authority; (b) any Common Areas; and (c) all other properties owned by the Association. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V ARCHITECTURAL CONTROL

1. No building, fence, wall, hedge, structure, or improvement, shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plan and specification thereof, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwelling then located on said property.

2. The Architectural Committee shall be composed of not less than three members. The members of the Architectural Committee shall serve for a term of one (1) year beginning in September of each year, and until their successors are elected. Vacancies on the Committee during the term shall be filled by the remaining members of the Committee to serve the unexpired term. The members of the Committee shall elect a Chairman and act by majority vote. The initial Committee shall be Gerald Martin, Tyley Evans and Wilbert McDaniels. All subsequent members shall be approved by Developer until such time as it no longer owns undeveloped land in said property.

ARTICLE VI EXTERIOR MAINTENANCE

1. Maintenance of Common Areas, etc.

(a) The Association shall maintain or provide for the maintenance of the Common Areas.

(b) It shall be the obligation of each Owner of any Parcel or Building Site to keep and maintain the same, and any building or improvement now or hereafter located thereon, in proper condition, including the area between his property line and the paved portion of any street or curb abutting his property. The Association may, if it desires, offer to and perform such service for the Owners desiring the same, assessing the reasonable cost thereof to said Owners. If any Owner fails to keep his Parcel and improvements so maintained, the Association may, upon reasonable notice, enter said Parcel and perform said maintenance and assess the cost thereof to said Owners.

Each owner shall be responsible for maintaining and keeping in good order and repair, the interior of his own dwelling unit.

ARTICLE VII PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in Exhibit A, and shall be for the benefit of and limitations upon all present and future owners of said property, or of any interest therein:

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sale period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that Declarant.

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

3. No noxious or offensive or unsightly condition shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

4. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other government authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and to any title company which shall have insured the title thereof, be

deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the County in which said property is situate, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VIII EASEMENTS

All conveyances of land situate in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within six feet of all boundary lines of each Parcel or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said Property (excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use) for the purpose of building, constructing and maintaining thereon electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easement shall thereafter be located on the area within six (6) feet of all boundary lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any water lines, sewer or storm lines or other utility lines shall be borne by the Owner of the lot or building site, the development of which requires movement of such lines.

ARTICLE IX GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage upon any part of said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

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

3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast a majority of the votes. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by a majority of the Owners of the property concerned, and by the Architectural Committee. All such amendments must be recorded in the appropriate Deed Records of the County in which said property is located to be effective.

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

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

6. Benefit of Provisions: Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, 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 Declarant or by the Association or by any property owner or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. Assignment by Declarant. Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as

are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by the undersigned alone, so long as Declarant owns any interest in any portion of said property.

8. Common Area Taxes. It shall be the obligation of the Association and its officers to pay any real property taxes assessed against the Association for the common areas, and to pay on to the owners of each lot an assessment for an equal share of any common area real property taxes. If any real property taxes assessed against the common areas become delinquent pro rata portion of such taxes shall be a first lien against each lot in said property and enforceable as such, together with interest and penalties, if any, against each such lot by the taxing authority and/or by the Association.

IN WITNESS WHEREOF, we, the owners of all property within said Property, have hereunto caused these present to be executed this 6 day of Oct, 1972.

RIVERSIDE RECREATION CLUB &
MAINTENANCE ASSOCIATION, INC.

BY Dan D. Martin

"DEVELOPER-DECLARANT"

STATE OF OREGON)
County of Multnomah) ss.
Crook

On this 6th day of October, 1972, before me, appeared Dan D. Martin, to me personally known, who being duly sworn, did say, that he is the President of Riverside Recreation Club & Maintenance Asso., the above named Declarant, and that the said instrument was duly signed in behalf of said Declarant.

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

Mildred Ellen Farley
NOTARY PUBLIC for OREGON
MY COMMISSION EXPIRES: _____

My Commission Expires June 24, 1978

No. 19715 ✓
STATE OF OREGON,)
COUNTY OF CROOK,) ss.

I CERTIFY that the within instrument of writing was received for record on the 10 day of Oct A.D. 1972 at 2 o'clock P. M. and recorded in Book MR on Page 19715 of said county.

Grace G. Bannon

County Clerk
Mildred Ellen Farley Do it



COVENANTS, CONDITIONS AND RESTRICTIONS
for
RIVERSIDE RECREATION CLUB & MAINTENANCE ASSOCIATION
County of Crook
State of Oregon

19715
✓ Original

TO: The Public.

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of certain real property in the County of Crook, State of Oregon, hereinafter referred to as "said property," more particularly described as follows:

See Exhibit A attached hereto

WHEREAS, Declarant desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of said property, and its present and subsequent owners as hereinafter specified, and will convey said property subject thereto,

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said property, or any interest therein:

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to RIVERSIDE RECREATION CLUB & MAINTENANCE ASSOCIATION, a nonprofit corporation organized under the laws of the State of Oregon, its successors and assigns.

2. "Said Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

ARTICLE II MEMBERSHIP

Every person or entity who is a record owner (including contract sellers) of an interest in any Dwelling Unit or any Parcel, or Building Site located upon any part of said property shall, by virtue of such ownership, be a member of the Association. Additional persons may become members under Rules prescribed by the Board of Directors of the Association.

ARTICLE III VOTING RIGHTS

1. Each member shall be entitled to vote for each five acres owned, except that Developer shall have three votes for each acre of said property owned during the period of development or ten years, whichever is shorter time.

2. When more than one person holds an interest in any Parcel or Building Site, all such persons shall be members. The vote for such Parcel or Building Site shall be exercised as they among themselves determine, or if unable to agree, they may cast fractional votes proportionate to their ownership interest, but in no event shall more than one vote be cast with respect to any one five-acre Parcel or Building Site, except by Developer, as set forth above. The vote applicable to any of said property being sold under a contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said Property, and each Owner of any Dwelling Unit, Parcel or Building Site by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association regular annual or other regular periodic assessment or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment was levied. The obligation shall remain on the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in said property, including the improvement and maintenance of said property, and any Common Areas (including roads), recreation facilities, the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and the buildings dwellings and other improvements situated upon said property, and including,

without being limited thereto, the payment of taxes and insurance on all or any part of said property, and for other purposes set forth in the Articles of Incorporation of the Association.

3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said property or any part thereof. Sale or transfer of any Dwelling Unit, Parcel or Building Site, or any other part of said property shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Parcel or Building Site which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts there which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any remaining after such mortgage and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Dwelling Unit, Parcel or Building Site from liability for any assessments thereafter becoming due.

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ARTICLE V ARCHITECTURAL CONTROL

1. No building, fence, wall, hedge, structure, or improvement, shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plan and specification thereof, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwelling then located on said property.

2. The Architectural Committee shall be composed of not less than three members. The members of the Architectural Committee shall serve for a term of one (1) year beginning in September of each year, and until their successors are elected. Vacancies on the Committee during the term shall be filled by the remaining members of the Committee to serve the unexpired term. The members of the Committee shall elect a Chairman and act by majority vote. The initial Committee shall be Gerald Martin, Tyley Evans and Wilbert McDaniels. All subsequent members shall be approved by Developer until such time as it no longer owns undeveloped land in said property.

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1. Maintenance of Common Areas, etc.

(a) The Association shall maintain or provide for the maintenance of the Common Areas.

(b) It shall be the obligation of each Owner of any Parcel or Building Site to keep and maintain the same, and any building or improvement now or hereafter located thereon, in proper condition, including the area between his property line and the paved portion of any street or curb abutting his property. The Association may, if it desires, offer to and perform such service for the Owners desiring the same, assessing the reasonable cost thereof to said Owners. If any Owner fails to keep his Parcel and improvements so maintained, the Association may, upon reasonable notice, enter said Parcel and perform said maintenance and assess the cost thereof to said Owners.

Each owner shall be responsible for maintaining and keeping in good order and repair, the interior of his own dwelling unit.

ARTICLE VII PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the real property described in Exhibit A, and shall be for the benefit of and limitations upon all present and future owners of said property, or of any interest therein:

1. Unless written approval is first obtained from the Architectural Committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sale period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that Declarant.

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

3. No noxious or offensive or unsightly condition shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

4. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters herein provided for have been approved, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof, or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one year following the issuance of a building permit therefor by municipal or other government authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and to any title company which shall have insured the title thereof, be

deemed to be in compliance with all the provisions hereof, unless a notice of non-compliance executed by the Association shall have appeared of record in the office of the County Clerk of the County in which said property is situate, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VIII EASEMENTS

All conveyances of land situate in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and over, across and under all land situate within six feet of all boundary lines of each Parcel or Building Site now or hereafter recorded or platted or conveyed by recorded instrument in said Property (excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use) for the purpose of building, constructing and maintaining thereon electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the benefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements, however, shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights or privacy of the owner or occupant of any part of said property. Provided further that if any two or more lots or fraction of one or more lots shall be developed for one building as a single tract or building site, then said easement shall thereafter be located on the area within six (6) feet of all boundary lines of said building site; if there has been an application to use of such easement prior to development of such lots or fraction of one or more lots to such a building site, then, subject to the approval of the Association, such easement may be relocated, but any expense involved in moving any water lines, sewer or storm lines or other utility lines shall be borne by the Owner of the lot or building site, the development of which requires movement of such lines.

ARTICLE IX GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or the owner of any recorded mortgage upon any part of said Property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

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

3. Amendment. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years. Any of the covenants and restrictions of this Declaration except the easements herein granted may be amended during the first twenty-five (25) year period by an instrument signed by members entitled to cast a majority of the votes. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by a majority of the Owners of the property concerned, and by the Architectural Committee. All such amendments must be recorded in the appropriate Deed Records of the County in which said property is located to be effective.

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

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

6. Benefit of Provisions; Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, 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 Declarant or by the Association or by any property owner or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

7. Assignment by Declarant. Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as

are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by the undersigned alone, so long as Declarant owns any interest in any portion of said property.

8. Common Area Taxes. It shall be the obligation of the Association and its officers to pay any real property taxes assessed against the Association for the common areas, and to pay on to the owners of each lot an assessment for an equal share of any common area real property taxes. If any real property taxes assessed against the common areas become delinquent pro rata portion of such taxes shall be a first lien against each lot in said property and enforceable as such, together with interest and penalties, if any, against each such lot by the taxing authority and/or by the Association.

IN WITNESS WHEREOF, we, the owners of all property within said Property, have hereunto caused these present to be executed this 6th day of OCT., 1972.

RIVERSIDE RECREATION CLUB &
MAINTENANCE ASSOCIATION, INC.

BY Donald Martin
"DEVELOPER-DECLARANT"

STATE OF OREGON)
County of Multnomah) SS.
Crook)

On this 6th day of October, 1972, before me, appeared Donald Martin, to me personally known, who being duly sworn, did say, that he is the President of Riverside Recreation Club & Maintenance Asso., the above named Declarant, and that the said instrument was duly signed in behalf of said Declarant.

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

Miss Helen Taylor
NOTARY PUBLIC for OREGON
MY COMMISSION EXPIRES: _____

My Commission Expires June 24, 1974

No. 19715 ✓

STATE OF OREGON,)
COUNTY OF CROOK,) SS.

I CERTIFY that the within instrument of writing was received and recorded on the 10 day of Oct 1972 at 4 o'clock P. M. of said year, and in Book MP on Page 19715 of said county.

Grace G. Bannon
County Clerk
By Helen Taylor