

AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PIONEER VILLAGE I, II, & III

Conditions, restrictions, setback lines, including the terms and provisions thereof, as set forth in instrument executed by Westwood Properties, a partnership composed of Robert T. Behrens, Jean Behrens, H. Elroy Lee and Marjorie S. Lee, and recorded April 2, 1975, as No. M-54745, Microfilm Records for Benton County, Oregon.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PIONEER VILLAGE HOME OWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, or the vendee under a land sale contract, if there is such a contract, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" 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.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

That property described as Common Area Tracts A, B, C, and D in Pioneer Village I, II, III Plats, Benton County, Oregon, excluding the following portion of Tract A, to-wit:

Beginning at the Northwest corner of Lot 1, Pioneer Village I, Benton County, Oregon; running thence N. 2°59'45" E. 40.0 feet; thence S. 87°00'15" E. 200.0 feet; thence S. 2°59'45" W. 100.0 feet; thence N. 87°00'15" W. 120.0 feet; thence N. 2°59'45" E. 60.0 feet; thence N. 87°00'15" W. 80.0 feet to the point of beginning. *See Amendments on last page.*

Common Areas A, B, C and D shall be conveyed to the Association when the Class B membership is converted to Class A membership as specified in Article III, Section 2.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to James C. Looney, successor and assignee of WESTWOOD PROPERTIES, a partnership composed of Robert T. Behrens, Jean Behrens, H. Elroy Lee and Marjorie S. Lee. Also his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than

one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1980.

Section 3. In all areas of operation not specifically governed by this Declaration, the Association shall be established and operated in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of possession thereof, whether or not it shall be so expressed in a deed or contract of sale, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 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 when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each

year not more than six per cent (6%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above six per cent (6%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of possession by a Class A member. The first annual assessment shall be prorated according to the number of days remaining in the calendar year. Payment of the first annual assessment shall be due on the date of possession by a Class A member. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate or ten per cent (10%) per annum whichever is lower. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Taxes Levied Against Common Area. If any taxing authority levies a tax or assessment which is imposed upon property owned by the Association, and such levy does not also attach to Lots owned by members of the Association, the Association shall assess each member of the Association a proportionate amount to enable the Association to pay such tax or assessment.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The objective of the Architectural Control Committee (ACC) is to set guideline criteria and to review development and building styles for Pioneer Village in order to achieve a desirable, livable neighborhood for people.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

Section 2. Review Time: Plans are to be generally submitted so that the ACC has at least 10 days to review the site plan (with tree locations or other significant natural topography), elevations (front, right and left side, and rear), and exterior paint color prior to commencement of excavation and construction. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Wells: Well location, if a water system is not available, shall generally be at an accessible place near the front of the property. Set-backs will be a minimum of 10 feet on side yards and 10 feet from road right-of-way. NO WELL is to be drilled without prior site approval and sewage disposal system approval. Wells shall be 100 feet from adjoining property drain fields and 30 feet minimum from other wells.

Section 4. Sewage System: Seller of Pioneer Village will obtain Department of Environmental Quality (DEQ) sewage system approval for every building site. Seller will guarantee to buyer that an adequate sanitary system permit will be available for building on any lot sold. Explanation as to expenses for sewage disposal system are explained on a separate agreement. *Amended - see last 2 pages*

Section 5. Roads: Road maintenance is explained on a separate agreement.

Section 6. Building Styles and Types: Conventional housing, factory-built housing, and architecturally-designed housing will all be allowed in Pioneer Village. Style or design is to direct itself to the Pioneer Village "natural" surroundings and is to fit the lot to be built upon. These criteria are to be considered in choosing exterior sidings and paints while at the same time keeping the "natural" surroundings in mind. *See amendment at end.*

Section 7. Building Set-Backs: As a general rule set-backs shall be as follows: 35 feet on roadway; 10 feet on side yards, and rear yards; tree screening along roadway may be used to reduce 35-foot set-back on front; variations to these set-backs will be reviewed based upon the considerations presented.

Section 8. Clearing: Removal of trees and natural vegetation will not be permitted. Clearing for an approved site plan is acceptable. Any trees to be removed over 8 inches in diameter will require prior approval. Any questions regarding natural vegetation removal or alteration should be referred to the ACC.

Section 9. Entry Lots: ACC has requirements in addition to the above general guidelines for the entry lots. These will be discussed on an individual basis.

Section 10. Each residence shall contain a fenced service yard enclosing all above ground garbage and trash containers, clothes lines and other outdoor maintenance and service facilities.

Section 11. At least two parking spaces shall be provided for each residential lot. Such parking shall be in an attached or detached garage, in a carport, in an exterior parking area enclosed on at least two sides, by a 5 foot fence or planted berm or in an exterior parking lot not visible from neighboring property, streets or Common Areas.

Section 12. ACC Policies: A set of ACC policies for housing, etc. will be published and available to owners and prospective owners.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by an 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 the right to do so thereafter.

(a) Invalidation of any one of the covenants or easements by any court order or decree shall in no wise affect any of the others which shall remain in full force and effect.

(b) None of the following situated on any of said land shall be used as a residence: travel trailer, tent, garage, barn or other out building.

(c) No noxious or offensive trade or activity shall be carried on any of said land nor shall anything such as wrecked or unlicensed vehicles of any kind be put or permitted thereon which may be or become an annoyance or nuisance to the area.

(d) No advertising signs or advertising structures of any kind whatsoever shall be erected or permitted to be erected on any of said parcels, except for purposes of selling the same, and in such event no more than one sign at any one time shall be permitted, the same to have an area not to exceed 12 square feet.

(e) No commercial activity or structure shall be conducted or permitted on any of said land.

(f) No vacant parcel shall be used for the storage or dumping of any materials or substance whatsoever. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

(g) Until such time as public mains for sewage disposal are available sewage disposal shall be by means of septic tanks of such type, construction, location on the parcel and tile disposal field as to be in accordance with the requirements of the Benton County Sanitarian, or any other applicable law, rule or regulation.

Each Lot owner is entitled to have the Lot serviced by an individual septic tank and drain field. ~~All sanitary drain fields shall be located in the Common Area in specific locations to be designated by Declarant.~~ No drain field shall be located within 100 feet of any well. *deleted - see Amendments last page*

(h) Any structure placed or erected on any of said land shall be fully completed as to external appearance within 12 months from the date of the first such placement or the commencement of the first such erection.

(i) Any property owner desiring to keep livestock other than dogs, cats or household pets on their property may do so with the approval of the Board of Directors of the Home Owner's Association. Each case shall be considered individually.

(j) Declarant shall have the right to permit any utility firm the right to relocate poles and other apparatus in usual manner to provide electric power, television service and telephone service for use on said premises and in providing the same for use on other property. Also, the right to maintain and repair the same. Any such easement granted shall be along a route and a location so as not to unreasonably interfere with the use of said land.

Declarant shall also have the right to permit any utility firm the right to locate pipe and other apparatus, following a route parallel to a roadway on which said land may now or hereafter front and in such a manner so as not to unreasonably interfere with the use of said land, for the purpose of supplying said land, as well as other land, with gas, water or sanitary sewer service. Also, the right to maintain and repair the same.

Utility firm as used in this paragraph (j) means any private or public company, body or group engaged in selling, or furnishing electricity, telephone service, television service, gas, water or sanitary service.

(k) Wells for individual homesites or common well homesites may be located in the Common Area. Locations of all wells in the Common Area shall be determined by the Declarant and shall comply with county sanitation laws. Three Lots may be serviced by one well.

In the event a well that meets minimum FHA requirements cannot be obtained on a Lot, the Lot owner shall have the right, at his expense, to drill a well in the Common Area for his sole use at a location designated by Declarant. The Declarant shall have the right to elect to reimburse said owner for his expenses in the well and to incorporate said well into a community water system servicing other owners as well as the original owner.

Section 2. Severability. Invalidation 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.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety

per cent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) vote of members.

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PIONEER VILLAGE

Conditions, restrictions, setback lines, including the terms and provisions thereof, as set forth in instrument executed by James C. Looney and Chris Greenup, and recorded January 29, 1976, as No. M-62757, Microfilm Records for Benton County, Oregon.

1. The following sentence shall be added to the third paragraph of Article I, Section 4 of said Declaration:

...to the point of beginning. "Also excluding the following portion of Tract B, to wit: Beginning at the Easterly corner common to Lots 21 and 19, running thence due North 62.0 feet; thence due East 59.77 feet; thence S. 24°29'55" E. 43.96 feet; thence S. 74°15'0" W. 81.0 feet to the point of beginning."

2. Article V Section 4 of said Declaration shall be amended to read as follows:

Section 4. Sewage System: Seller of Pioneer Village will guarantee that buyer will be able to obtain a sewage system permit for building a residence on any lot sold. Sewage disposal shall be by means of septic tanks and drainfields or other means as may be approved by The Department of Environmental Quality (DEQ) and the Benton County Sanitarian. Procedure and expenses for connection to the master drainfield are explained on a separate agreement.

3. Article VI, Section 1 (g) of said Declaration shall have the following sentence deleted:

"All sanitary drain fields shall be located in the Common Area in specific locations to be designated by Declarant."

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PIONEER VILLAGE I, II & III, BENTON COUNTY, OREGON

Pursuant to ARTICLE VI, Section 3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pioneer Village dated March 25, 1975, recorded April 2, 1975 as Microfilm No. M-54745, Microfilm Records of Benton County, Oregon, Article V, Section 6 thereof is hereby amended to read as follows:

COPY

"Section 6. Building Styles and Types: Conventional housing and architecturally-designed housing will be allowed in Pioneer Village. Style or design is to direct itself to the Pioneer Village "natural" surroundings and is to fit the lot to be built upon. These criteria are to be considered in choosing exterior sidings and paints while at the same time keeping the "natural" surroundings in mind. No mobile homes, manufactured homes or modular homes will be allowed, whether or not connected to a permanent foundation."

STATE OF OREGON)
County of Benton)ss

I, Edward Clapper, being first duly sworn, on oath depose and say that I am the Secretary of Pioneer Village Homeowners' Association, Inc. and that the foregoing amendment was duly adopted by the required percentage of Lot owners in Pioneer Village I, II & III in order to be effective as of the date of recording hereof as evidenced by the signatures of the lot owners on the page(s) attached hereto and which are a part hereof.

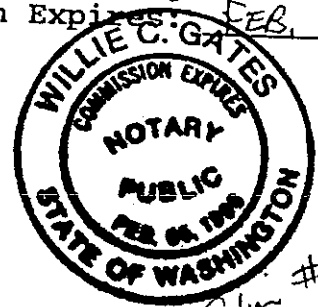
Edward Clapper
Edward Clapper

SUBSCRIBED AND SWORN to before me this 20th day of FEB. 1992.

Willie C. Gates
Notary Public for Oregon
My Commission Expires FEB. 1996

AFTER RECORDING RETURN TO:

Tom Garbacik
23506 Clark Place
Philomath, OR 97370



Microfilm #
M-14816-92

PIONEER VILLAGE HOMEOWNERS ASSOCIATION

10-5477

ROAD MAINTENANCE

One of the primary duties of the Pioneer Village Homeowners Association Board of Directors is to provide for regular common road maintenance.

In order to properly and regularly provide for the maintenance of common roads in Pioneer Village, the Board has entered into maintenance review contracts with individuals whose primary responsibility is to inspect, review and arrange for the maintenance of all Pioneer Village common roads.

The costs of road maintenance are entirely supported through Home Owner Assessments. The board targets and allocates funds for road maintenance on a yearly basis and reviews those budgets quarterly. In addition, the Board generally allocates emergency funds equal to one year of maintenance costs in the event of major road repair requirements.

All road maintenance costs are paid directly by the Board and the Board reviews and inspects road maintenance work prior to acceptance and payment.

The road maintenance schedule generally includes one major grading and rock application per year and one minor grading per year. Every two years or as needed, all ditches and culverts are inspected and cleaned as needed.

Date: 8/18/85 Pioneer Village Homeowner's Association, Inc.

[Signature] President

Personally appeared RA TANNER who is the President of Pioneer Village Homeowner's Association, Inc, who is know to be the identical individual described in and who executed the within instrument on behalf of said corporation and who acknowledged same.

[Signature] Notary Public of Oregon My commission expires 3/14/88

Dated: 8/18/85

STATE OF OREGON... DEPARTMENT OF REVENUE... 1985 OCT 14 10 30... DANIEL C. BUELL... DEPUTY