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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GREGORY ESTATES**

**CENTURION HOMES, INC.,
Declarant**

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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
GREGORY ESTATES**

THIS DECLARATION is made this 30th day of DECEMBER, 2004, CENTURION HOMES, INC., an Oregon corporation ("**Declarant**").

Declarant has recorded the plat of "**Gregory Estates**" in the plat records of Clackamas County, Oregon. Declarant desires to subject the real property shown in such plat, except Tract A thereof, to the covenants, conditions and restrictions set forth in this Declaration for the benefit of such property and its present and subsequent owners.

NOW, THEREFORE, Declarant hereby declares that the real property as shown in the plat of Gregory Estates, except Tract A thereof, shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with such property and shall be binding upon all parties having or acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each owner thereof.

Article 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the following meanings:

1.1 "**Declarant**" means Centurion Homes, Inc., an Oregon corporation, and its successors and assigns if such successor or assignee should acquire Declarant's interest in the remainder of the Property, or less than all of such property if a recorded instrument executed by Declarant assigns to the transferee all of Declarant's rights under this Declaration.

1.2 "**Improvement**" means every structure or improvement of any kind, including but not limited to a fence, wall, driveway, swimming pool, storage shelter, play structure or other product of construction efforts on or in respect to the Property.

1.3 "**Lot**" means one of the platted lots within the Property, not including Tract A.

1.4 "**Owner**" means the person or persons, including Declarant, owning any Lot in the Property, but does not include a tenant or holder of a leasehold interest or a person holding only a security interest in a Lot. The rights, obligations and other status of being an Owner commence upon acquisition of the ownership of a Lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an Owner from obligations incurred prior to termination.

1.5 "**The Property**" means the property described in Article 2 of this Declaration.

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1.6 **"This Declaration"** means all of the easements, covenants and restrictions set forth herein, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Article 2

PROPERTY SUBJECT TO THIS DECLARATION

Declarant hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration:

All of the lots shown in that certain plat entitled "Gregory Estates" filed in the plat records of Clackamas County, Oregon, on the 30 day of Dec, 2004 at Book 027, page 027, as Document No. 2004-11941, except Tract A thereof.
Plot No. 3895

Article 3

USE RESTRICTIONS

3.1 **Structures Permitted.** No Improvements shall be erected or permitted to remain on any Lot except one single-family detached structure containing a dwelling unit and structures normally accessory thereto, together with an Accessory Dwelling Unit if permitted by applicable City of West Linn regulations, all of which shall have first been approved by the Architectural Review Committee pursuant to Article 4 below. Such provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, play structure or structure for the storage of a boat and/or camping trailer for personal use, provided it is shielded from view from the street and the structure is compatible with the dwelling structure constructed on such Lot, is in conformity with all applicable governmental regulations, and has been approved by the Architectural Review Committee, if any. No mobile or manufactured homes are permitted within the Property. Nothing in this section shall be deemed to prohibit the construction of a residence on a Lot in accordance with this Declaration, nor the storage during the course of construction of construction materials and equipment on the Lot as may be necessary for such construction, nor the use of any residence on a Lot as a sales office or model home for the purpose of sales in the Property.

3.2 **Dwelling Size.** The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2,400 square feet for a one-story dwelling, nor shall the ground-floor level be less than 1,200 square feet for a two-story dwelling. The total living levels of multi-level dwellings shall not be less than a total of 2,300 square feet finished.

3.3 **Residential Use.** Lots shall only be used for residential purposes. 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 such Lot. The mere parking on a Lot of a vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision.

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Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of dwelling units, (b) the right of Declarant or any contractor or homebuilder to construct dwelling units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use one or more dwelling units as sales offices or model homes staffed by employees of Declarant or any licensed real estate sales persons for purposes of sales in the Property, and (c) the right of the Owner of a Lot 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 the dwelling unit by appointment only.

3.4 **Offensive or Unlawful Activities.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lots, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Owners and other occupants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, occupants, guests, or invitees.

3.5 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept or permitted within any Lot, other than a reasonable number of dogs, cats and other household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of their respective owners. No animal shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. Dog runs and dog houses shall be fully screened or fenced from view from any Lot, and shall not be visible from the street. All animals shall be controlled so as not to be a nuisance to any Owner. Any unrestrained or barking dog shall constitute a nuisance.

3.6 **Maintenance of Structures.** Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, exterior painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks, lights and perimeter fences and other exterior improvements and glass surfaces. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Architectural Review Committee, if any.

3.7 **Maintenance of Landscape.** Each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.

3.8 **Parking.** Parking of, boats, trailers, motorcycles, commercial vehicles, mobile homes, campers or other recreational vehicles or equipment, regardless of weight, and parking of any other vehicles sold as one ton or greater shall not be allowed to remain overnight on any part of the Property or on public streets within the Property, excepting within the confines of an

enclosed garage or screened area, which must be constructed behind the front building line of the dwelling and the plans of which shall have been reviewed and approved by the Architectural Review Committee, if any, prior to construction. No portion of the vehicle may project beyond the screened area. If there is no rear fencing and the vehicle could be seen from the outside the Lot other than from the front road, the vehicle must also be screened from view from that direction as well. Vehicles may not be used for storage of materials, except on a temporary basis.

3.9 **Vehicles in Disrepair.** No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remained parked upon any Lot (unless screened from view) or on any street within the subdivision for a period in excess of forty-eight (48) hours.

3.10 **Signs.** No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot, except that two such signs may be placed on a Lot during the course of initial construction of a dwelling on such Lot. The restrictions contained in this paragraph shall not prohibit the temporary placement of "political" signs on any Lot by the Owner, or the placement of a professional sign by a builder or Declarant, which shall comply with City of West Linn sign ordinances.

3.11 **Rubbish and Trash.** No Lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view, except during garbage pickup days. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets or on any Lots. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

3.12 **Construction.** The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to strikes, fires, national emergency or natural calamities, this provision may be extended for a reasonable length of time. The building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage can or other garbage disposal facility on the site during such period. Debris may not be deposited on any other Lot. All construction debris, stumps, trees, etc. must be periodically removed from each Lot by the builder or Owner, and such debris shall not be dumped in any area within the Property. If construction has not commenced upon any Lot within one (1) year after acquisition thereof by an Owner other than Declarant or an affiliate of Declarant, the Owner shall install the sidewalk and landscape the area within twenty (20) feet from the curb. The Owner shall irrigate and maintain this area. In any case, all unimproved or unoccupied Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

3.13 **Landscape.** All landscaping (including front and rear yards and parking strips) shall be completed within six (6) months from the date of occupancy of the dwelling unit

constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee, if any. Landscaping must include at least grass and bark dust.

3.14 **Exterior Materials and Finishes.** Each dwelling shall be constructed using conventional double-wall wood framing. Siding materials shall be either natural wood material or masonry brick or stone, or a combination of each. No plywood or aluminum sidings will be permitted. Roofing material shall be either cedar shake, concrete or clay tile, or architectural-style composition roofing material 30-year or better. Windows will be either bronze tone or white vinyl, or wood; no mill-grade aluminum will be permitted.

Exterior colors for each dwelling constructed will be solid or semi-transparent stain. Trim colors may be solid stain in complimentary tones. The use of bright or pastel exterior colors will not be permitted. (Approval required from Architectural Review Committee prior to applying exterior colors.)

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to approval of the Architectural Review Committee, if any.

3.15 **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

3.16 **Recreational Equipment.** No playground, athletic or recreational equipment or structures, including without limitation, basketball backboards, hoops and related supporting structures, shall be placed, installed or utilized on any Lot in view from any street or sidewalk within the Property.

3.17 **Fences; Hedges and Plantings Along Lot Lines.** Fences and boundary hedges shall require the prior written approval of the Architectural Review Committee, if any. No fence shall exceed six (6) feet in height from the finished Lot grade on the highest side. Steel or wire mesh fencing and barbed wire fences are prohibited. No planting or structure obstructing vision at driveways or intersections shall be permissible or maintained. Hedges or other solid screen planting may be used as Lot line barriers, subject to the same height restrictions as fences. Fences installed by Declarant shall be maintained by the respective Owner.

3.18 **Service Facilities.** Service facilities (garbage, fuel tanks, clotheslines, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring property. All telephone, power, natural gas, cable television and other communication lines shall be placed underground, except as otherwise mandated by local jurisdictions or public utility companies.

3.19 **Antennas and Satellite Dishes.** Exterior antennas and satellite receivers and transmission dishes are prohibited, except to the extent expressly mandated by rules adopted by the Federal Communication Commission. Specifically, ham radio antennas, satellite dishes one meter or larger, television antennas on masts 12 feet or higher and multi-point distribution antennas more than one meter or on masts 12 feet or higher are all prohibited. To the extent

possible at reasonable cost and without preventing an acceptable quality signal, antennas and dishes shall be hidden from view from streets and adjoining dwellings.

3.20 **Pest Control.** No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant or animal diseases or noxious insects or vermin.

3.21 **Setback, Maximum Height and Minimum Yard Requirements.** Each Lot shall be subject to the setback, maximum height and minimum yard requirements set by City of West Linn, which may be modified by an approved variance by the City of West Linn.

3.22 **Grades, Slopes and Drainage.** Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Lot, without the express written permission of the Architectural Review Committee, if any, and then only to the extent and in the manner specifically approved. No structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

3.23 **Garages.** All garage doors shall remain closed except to permit entrance and exit and in connection with outside activities. Garages shall be used primarily for parking of vehicles, and only secondarily for storage.

3.24 **Leasing and Rental of Living Units.** No Owner may lease or rent his or her dwelling for a period of less than thirty (30) days. All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease.

3.25 **Exterior Lighting or Noisemaking Devices.** Except with the consent of the Architectural Review Committee, if any, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than as originally installed by the builder of the home and security alarms and fire alarms. Seasonal holiday lighting and decorations are permissible if removed within thirty (30) days after the celebrated holiday.

3.26 **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities may be reserved over portions of certain Lots, as shown on the plat. No structure, planting or other material may be placed or permitted to remain on the easement area if such structure, planting, or other material may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easements, or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible.

3.27 **Tree Removal.** No trees with a diameter of six (6) inches or more, measured at the height of six (6) feet above ground level, may be removed without the prior written approval of the Architectural Review Committee, if any, and the City of West Linn.

3.28 **Conservation Easements.** The Owner of any Lot within any Conservation Easement shown on the plat shall comply with the recorded Conservation Easement and Deed Restriction identified in the plat.

3.29 **Fence and Landscaping Easement.** Lots 1 and 15 shall be subject to a fence and landscaping easement for the benefit of all of the Lots as shown on the plat.

Article 4

ARCHITECTURAL REVIEW COMMITTEE

4.1 **Architectural Review.** No Improvement shall be commenced, erected, placed or altered on any Lot until the construction 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 Architectural Review Committee, except that construction by Declarant or any affiliate of Declarant shall be presumed to have been approved and is thereby exempt from this review. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (i) the size and dimensions of the Improvements, (ii) the exterior design; (iii) approximate exterior color scheme; (iv) location of Improvements on the Lot, including setbacks, driveway and parking areas; and (v) location of existing trees to be removed. These plans and specifications shall be left with the Committee until sixty (60) days after notice of completion has been received by the Committee. This is for the purpose of determining whether, after inspection by the Committee, the Improvement complies substantially with the plans and specifications that were submitted and approved. The Architectural Review Committee is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or any other governmental regulations, all of which are the responsibility of the applicant. The procedure and specific requirements for review and approval of construction may be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. The Committee may charge a reasonable fee to cover the cost of processing an application. In all cases in which the Architectural Review Committee's consent is required by this Declaration, the provisions of this Article shall apply, except that this Article shall not apply to construction by Declarant or any affiliate of Declarant.

4.2 **Committee Decision.** The Architectural Review Committee shall render its decision with respect to a construction proposal within thirty (30) working days after it has received all material required by it with respect to the application. In the event the Committee fails to render its approval or disapproval within forty-five (45) working days after the Committee has received all material required by it with respect to the proposal, or if no suit to enforce this Declaration has been commenced within one year after completion thereof, approval will not be required and the related provisions of this Declaration shall be deemed to have been fully complied with.

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4.3 **Committee Discretion.** The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds the proposed work would be inappropriate for the particular Lot or incompatible with the Design Guidelines or design standards that the Committee intends for Gregory Estates. It is the intent and purpose of this Declaration to ensure quality of workmanship and materials, to ensure harmony of external design with the existing Improvements and with respect to topography and finished grade elevations and to ensure compliance with the setback requirements contained in the conditions of approval of the City of West Linn. Considerations such as siting, shape, size, color, design, materials, height, solar access, screening, impairment of the view from other Lots, or other effect on the enjoyment of other Lots, disturbance of existing terrain and vegetation, and any other factors that the Committee reasonably believes to be relevant may be taken into account by the Committee in determining whether or not to consent to any proposed work. Regulations on siting of television antennas and satellite receiving dishes shall be in conformance with any applicable Federal Communications Commission rules.

4.4 **Appointment and Removal.** The Architectural Review Committee shall consist of as many persons as Declarant may from time to time appoint. The Declarant may remove any member of the Committee from office at any time and may appoint new or additional members at any time. Declarant may at any time delegate to the Owners the right to appoint or remove members. In such event, or in the event Declarant fails to appoint a Committee, the majority of the Owners so voting may appoint or remove three Architectural Review Committee members. Such appointment shall be evidenced by a recorded supplement to this Declaration signed by the members of the Committee setting forth the names of the members. If no Architectural Review Committee is appointed, the provisions of this Article 4 shall not be applicable.

4.5 **Majority Action.** Except as otherwise provided in this Declaration, a majority of the members of the Architectural Review Committee shall have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the consenting members.

4.6 **Liability.** Neither the Architectural Review Committee 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 Committee or a member of the Committee.

4.7 **Nonwaiver.** Consent by the Architectural Review Committee 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.

4.8 **Effective Period of Consent.** The Architectural Review Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been substantially commenced in the judgment of the Architectural Review Committee and thereafter diligently pursued, or unless the Owner has applied for and received an extension of time from the Committee.

4.9 **Estoppel Certificate.** Within fifteen (15) working days after written request is delivered to the Architectural Review Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Committee to cover costs, the Committee shall provide such Owner with an estoppel certificate executed by a member of the Committee 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 such Lot by the Owner comply with this Declaration or (b) such Improvements do not so comply, in which event the certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee or other encumbrancer, shall be entitled to rely on such certificate with respect to the matters set forth therein, such matters being conclusive as between Declarant, the Architectural Review Committee and all Owners, and such purchaser or mortgagee.

4.10 **Enforcement.** If during or after the construction the Architectural Review Committee finds that the work was not performed in substantial conformance with the approval granted, or that the required approval was not obtained, the Committee shall notify the Owner in writing of the noncompliance, specifying the particulars of the noncompliance. The Committee may require conforming changes to be made or that construction be stopped. The cost of any required changes shall be borne by the Owner. The Committee shall have the power and authority to order any manner of changes or complete removal of any Improvement, alteration or other activity for which prior written approval from the Committee is required and has not been obtained or waived in writing. If an Owner fails to comply with an order of the Committee, the Architectural Review Committee may enforce compliance.

Article 5

MISCELLANEOUS PROVISIONS

5.1 **Amendment and Repeal.** This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed as to all or any portion of the Property by a written instrument signed or consented to by Owners owning not less than 75 percent of the Lots within the Property, effective when such instrument is recorded in the records of Clackamas County, Oregon, except that Declarant or Declarant's assigns may amend this Declaration in whole or in part as long as it owns a majority of the Lots within the Property.

5.2 **Joint Owners.** In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

5.3 **Lessees and Other Invitees.** Lessees, invitees, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of this Declaration restricting or regulating the Owner's use, improvement or enjoyment of his Lot and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in

the same manner and to the same extent as if the failure had been committed by the Owner himself.

5.4 **Enforcement.** Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In the event suit or action is instituted to interpret or enforce any of the terms of this Declaration, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal or petition for review of such suit or action, in addition to any other sums provided by law.

5.5 **Construction; Severability; Number; Captions.** This Declaration shall be liberally construed as an entire document to accomplish the purposes of this Declaration as stated in the introductory paragraphs above. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used in this Declaration, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date set forth above.

CENTURION HOMES, INC.,
an Oregon corporation



By: *[Signature]*
Philip Gentemann, President

STATE OF OREGON)
)ss.
County of Washington)

This instrument was acknowledged before me on 12/30, 2004, by Philip Gentemann, President of Centurion Homes, Inc., an Oregon corporation, on its behalf.

[Signature]
Notary Public for Oregon
My commission expires: 01/2007