

AFTER RECORDING RETURN TO:

Karna R. Gustafson
Vial Fotheringham LLP
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Lake Oswego, OR 97035

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
CHARBONNEAU, THE VILLAGE AT WILSONVILLE**

This Amendment has been adopted by the owners of Lots in Charbonneau, The Village at Wilsonville, pursuant to the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charbonneau, The Village at Wilsonville.

RECITALS

A. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Charbonneau, The Village at Wilsonville was recorded in the Clackamas County, Oregon Official Records on March 13, 2003 as Instrument No. 2003-030822 ("Declaration").

B. The Association members have voted to remove the references to the painting trust and revise the assessment procedures for exterior painting, increasing assessments and the buyer's responsibility for assessments upon sale of a unit.

C. The purpose of this Amendment is to remove references to the painting trust and to allow the Board of Directors to assess owners for the exterior painting, and to include exterior painting in the allocations of reserves. The restriction on increasing the assessment by the CPI is also removed.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. **Article VII, Section 1** is hereby deleted from the Declaration and replaced in its entirety with the following:

"Section 1. Creation of the Lien and Personal Obligation of Assessments." Each Owner of any Residence Location, by acceptance of a deed or contract of purchase therefore, 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: (1) regular annual or other regular periodic assessments or charges as established by the Association from time to time; and (2) special

assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. A portion of the regular assessments will be allocated to a general "reserve account" as set forth and described in this Article.

"The regular, special and reserve assessments, together with such interest thereon and costs 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 attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time such assessment became due. The obligation shall remain a lien upon the property until paid or foreclosed."

2. Article VII, Section 2 is hereby deleted from the Declaration and replaced in its entirety with the following:

"Section 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, and in particular for the improvement, maintenance and exterior painting of Said Property, services and facilities devoted to this purpose and related to the use and enjoyment of the cluster recreational zones, the common areas, the residence locations and residences situated upon Said Property. The reserve portion of the regular assessment shall be used solely for common area maintenance, exterior painting, replacement and repairs as hereinafter provided."

3. Article VII, Section 3 is hereby deleted from the Declaration and replaced in its entirety with the following:

"Section 3. Assessment of Owners; Increases or Decreases. Every Residence Location shall be obliged to pay equal regular and special assessments as determined by the Board of Directors on behalf of the Association pursuant to this Declaration and the Association's Bylaws. Assessments may not be waived due to limited or nonuse of Common Property. The Association's board of Directors, on behalf of the Association, shall assess the common expenses against the Owners, from time to time, and at least annually, as set by the Board of Directors for the Residence Locations as provided in this Declaration. The Association shall take prompt action to collect from a Lot Owner any common expense due that remains unpaid by him for more than thirty (30) days from the due date for its payment.

"Regular assessments only, not including the reserve portion of the assessments, may be increased or decreased effective January 1 of each year by the Board of Directors without a vote of the membership in conformance with the rise, if any of the Consumer Price Index (published by the Department of Labor, Washington D.C., or its successor). The reserve portion of the assessments may be increased or decreased effective January 1 of each year by the Board of Directors without a vote of the membership."

4. Article VII, Section 5 is hereby deleted from the Declaration in its entirety and is not replaced.

5. Article VII, Section 6 is hereby deleted from the Declaration and replaced in its entirety with the following:

“Section 6. Annual Budgets. The Association’s Board of Directors shall, from time to time, and at least annually, prepare an operating budget for the Association, taking into account the current costs of maintenance and service and future needs of the Association, any previous over assessment and any common profits of the Association. The budget shall provide for exterior painting and such reserve or contingency funds as the Board of Directors deem necessary or as may be required by this Declaration or by law. The Board of Directors shall also, from time to time, and at least annually, prepare a budget with respect to the maintenance, repair and replacement requirements for Common Areas.”

6. **Article VII, Section 7** is hereby amended to add item (g) as follows:

“Section 7. Determination of Common Expenses. Common expenses shall include:

... (g) Exterior painting.”

7. **Article VII, Section 8** is hereby deleted from the Declaration and replaced in its entirety with the following:

“Section 8. Common Area Reserve Account. A portion of the common expenses collected from each Owner shall be placed in an account separate and distinct from the general operating account of the Association. This separate account is to be used only as a reserve account for exterior painting, major maintenance and replacement of the Common Areas and drains and sewers pursuant to Article X of this Declaration, all or part of that which would normally require replacement in more than three (3), or less than thirty (30), years from the time the budget is determined by the respective Board of Directors.”

8. **Article VII, Section 9** is hereby deleted from the Declaration and replaced in its entirety with the following:

“Section 9. Trust Accounts. The Board shall have the authority to dissolve the Trust and move the trust funds into the reserve account of the Association. Such funds shall be allocated to a reserve for exterior painting, and no owner shall have an individual rights to such reserves.”

9. **Article X, Section 2** is hereby deleted from the Declaration and replaced in its entirety with the following:

“Section 2. Exterior Paint of Residence Locations. The Association shall provide periodic exterior painting for all Residence Locations as determined necessary by the Board of Directors.”

10. **Article XI, Section 1** is hereby deleted from the Declaration and replaced in its entirety with the following:

“Section 1. General Maintenance Obligation. Each Owner shall maintain their Residence, Residence Location and all improvements thereon in good and sufficient repair and shall keep the same painted (to the extent not the responsibility of the Association) or stained, roofs replaced, gutters replaced, lawns cut, shrubbery trimmed, windows unbroken and glazed, rubbish and debris

removed, weeds cut and other maintenance in a neat and aesthetically pleasing condition. The cost of such maintenance and repair shall be borne by the Owner so involved."

Except as provided above, the Declaration shall remain unmodified and in full force and effect.

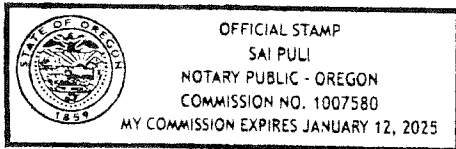
IN WITNESS WHEREOF the undersigned President and Secretary hereby certify the foregoing Amendment was duly adopted in accordance with the procedures of the Association's governing documents and the Oregon Planned Community Act.

Dated: 11-2-2021

CHARBONNEAU HOMEOWNERS ASSOCIATION, an Oregon non-profit corporation

By: [Signature]
Barry Hendrix, President

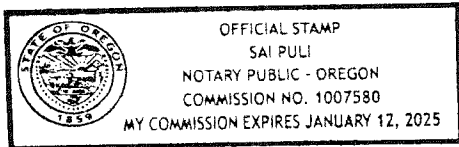
By: [Signature]
Randy Hitz, Secretary



STATE OF OREGON)
) ss.
County of Clackamas)

November 2nd, 2021

Personally appeared before me the above-named Barry Hendrix, as the President of Charbonneau Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.



[Signature] 11/12/2025
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Clackamas)

November 2nd, 2021

Personally appeared before me the above-named Randy Hitz, as the Secretary of Charbonneau Homeowners Association, and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.

[Signature] 11/12/2025
Notary Public for Oregon