

Charbonneau Covenants, Conditions, and Restrictions for Charbonneau Country Club

Charbonneau, the Village at Wilsonville

Clackamas County, Oregon

The following shall constitute the Covenants, Conditions, and Restrictions for Charbonneau Country Club, Clackamas County, Oregon.

The undersigned hereby declare that the real property described on Exhibit "A" attached hereto and made a part hereof 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 which run with the land and shall be binding upon all persons claiming under them and also 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

Section 1. "Club" shall mean and refer to Charbonneau Country Club, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.

Section 2. "Said Property" shall mean and refer to that certain real property herein described and such additions thereto as may hereafter be brought within the jurisdiction of the Club by recorded declarations in the manner hereinafter set forth.

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

Section 4. "Residence Locations" shall mean and refer to any separately designated parcel of land upon which a residence can be or has been constructed.

Section 5. "Residence" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling, together with attached or detached garage, as the case may be, and the patios, porches, or steps annexed thereto or its equivalent as defined in Article VI, Section 3 (a) and (b).

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Club.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of all or any part of said property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Willamette Factors, Inc., an Oregon Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped residence location or building from the Declarant for the purpose of development.

Article II. Annexation of Additional Property

Real property in addition to that described on Exhibit "A" may be subject to the jurisdiction of the Club, by Declarant recording in the Clackamas County, Oregon Deed of Records a declaration of its intention to cause such property to become subject to the jurisdiction of the Club, whereupon automatically it shall be included in any reference herein to "said property" or "said properties."

If within five years from the date of this document any of the owners of residence locations located within the hereinafter described plats wish to join this Club and subject their residence locations to the jurisdiction of the Club, they may do so without the consent of the existing members and without paying any assessments previously assessed by the Club, by executing and recording a document in the Clackamas County, Oregon Deed Records declaring their intention to cause such property to become subject to the jurisdiction of the Club. Charbonneau, The Village at Wilsonville; Charbonneau II, The Village at Wilsonville; Charbonneau III, The Village at Wilsonville; Charbonneau IV, the Village at Wilsonville; Charbonneau V, the Village at Wilsonville, Clackamas County, Oregon.

Section 1. Within twelve (12) years of the date of this instrument, additional lands may be annexed by Declarant without consent of the members.

Section 2. After the twelfth anniversary of this instrument, annexation of additional property shall require the

assent of persons entitled to cast two-thirds (2/3) of the votes of the Class A members present in person or by written proxy (except as provided in Section 3 below) and the assent of persons entitled to cast two-thirds (2/3) of the votes of the Class B members present in person or by written proxy at a meeting of the Club duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting, setting forth the purpose thereof.

Section 3. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum at such meeting. In the event that a quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such meeting shall be one-half of the required quorum at the preceding meeting.

Article III. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any residence location which is subject by covenants of record to assessment by the Club, including contract Sellers, shall be a proprietary member of the Club. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any residence location which is subject to assessment by the Club. Ownership of such residence locations shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate when such ownership shall terminate or be transferred.

Each lessee, renter, or other occupant of a residence within said property not eligible for a proprietary membership, but who satisfies the conditions of the Bylaws of the Club and of these conditions, covenants, and restrictions shall be an associate member which status shall continue in effect during such period as the associate member shall be an authorized non-proprietary tenant of a resident within said property. Associate membership shall carry all of the rights and privileges and shall be subject to all obligations and responsibilities of proprietary membership except the right to vote. At any time an associate member shall cease to be a resident of said property or becomes a proprietary member, his right and privileges as an associate member shall terminate.

Article IV. Voting Rights

The Club shall have two classes of voting membership: CLASS A. Class A members shall be all those owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each residence location or its equivalent as defined in Article VI, Section 3 (a) and (b), in which they hold the interest required for membership of Article III. When more than one person holds such interest in any residence location, all such persons shall be members. The vote for such residence location 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 (1) Class A vote be cast with respect to any one residence location. The vote applicable to any of said property being sold under a recorded contract of purchase shall be exercised by the contract vendor unless the contract expressly provides otherwise. CLASS B. The class B member(s) shall be the Declarant, its successors and assigns. Class B member(s) shall be entitled to three (3) votes for each residence location or its equivalent as defined in Article VI, Section 3 (a) and (b), in which it holds the interest required for membership by Article III; provided that the Class B membership shall 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 a date twelve (12) years from the date of recording of these covenants in the county deed records.

Article V. Property Rights

Section 1. Members' easements of enjoyment. Every member of the Club shall have a right and easement of enjoyment in and to the common areas and such easements shall be appurtenant to and shall pass with the title to every residence location; subject, however, to the following provisions:

- a. The right of the Club to limit the number of guests of members permitted to use the common areas.
- b. The right of the Club to charge reasonable admission fees for the use of any facility situated upon the common areas.
- c. The right of the Club, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the common areas and in aid thereof to mortgage said common areas for such purposes, and the right

of any mortgagee in said properties shall be subordinate to the rights of the members hereunder.

d. The right of the Club to suspend any member's voting rights and/or right to use of any of the common areas for any period during which any assessment against said member's property remains unpaid; and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations.

e. The right of the Club to dedicate or transfer all or any part of the common areas to the Declarant or 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 members entitled to cast a majority of the votes of the Class A membership and a majority of the votes of the Class B membership, if any, has been recorded in the appropriate records of Clackamas County, Oregon, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer.

f. The right of the Club to enter into a lease or other contract with the Declarant regarding the use and occupancy of the proposed clubhouse and proposed recreational facilities subject to such conditions as may be agreed to by the members. No such lease or other contract shall become effective until approved by a vote of not less than a majority of the votes of the Class A membership, and a majority of the votes of the Class B membership, if any. (The proposed clubhouse and recreational facilities do not include the existing golf course and the existing restaurant facilities.)

g. The right of the Directors of the Club to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of the common areas by the members without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.

Section 2. Delegation of use. Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Directors, his right of enjoyment to the common areas to the members of his family, his tenants or contract purchasers, providing they reside within a residence.

Section 3. Title to the Common Areas. The Declarant hereby covenants for itself and its successors and assigns that it will convey to the Club fee simple title to the common areas so designated on a plat prior to the conveyance of the first residence locations with such plat.

Article VI. Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said property, and 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 Club, (1) regular annual or other regular periodic assessments or charges as established by the Club 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. The regular and special assessments, together with such interest thereon and costs of collections thereof, as hereinafter provided, shall be a charge on the residence location 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 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, but shall not be a personal obligation of successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Club shall be used exclusively for the purpose of promoting the recreation, health, safety and protection of the residents in Charbonneau and in particular for the improvement and maintenance of the common areas, public thoroughfares within Charbonneau and other property designated by the Directors of the Club. The Club may also render such additional services as designated by its directors.

Section 3. Basis and Maximum of Annual Assessments. Until January 1, 1978, the MAXIMUM regular monthly assessment shall be \$25.00 for each residence location subject thereto.

a. Real property which is subject to these covenants and is zoned for apartments shall be equivalent to one residence location until the apartment unit is initially occupied. Upon the initial occupancy of each unit such unit shall be a residence location for assessment and voting purposes.

b. Real property which is subject to these covenants and is zoned for commercial structures shall be equivalent to one residence location until the space is initially occupied. Upon the initial occupancy of such commercial space each 5,000 square feet or fraction thereof occupied by a tenant shall be a residence location for assessment and voting purposes.

c. From and after January 1, 1978, the maximum annual assessment may be increased effective January 1 of each year, beginning January 1, 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 successor U.S. governmental agency) from July of the year in which these covenants are recorded to July of the year preceding the year in which such increase becomes effective, taking into consideration prior increases in such maximum, if any.

d. From and after January 1, 1978, the maximum annual assessment may be increased above that determined by reference to Consumer Price Index, as aforesaid, by a vote of the members, provided that any such increase shall be approved by the affirmative vote of not less than fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum flat charge and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Club 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment for structural alterations, capital additions or capital improvements shall require the assent of fifty-one percent (51%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacements or repairs or improvements from funds generated by regular assessments.

Section 5. Uniform Rate of Assessment. Both annual assessments and any special assessments must be fixed at a uniform rate for services rendered for all residence locations and may be collected on an annual, quarterly or monthly basis in the discretion of the Directors. If special services are rendered to specific residence locations at the request of such residence locations, additional assessments shall be charged to such residence locations.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming, at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the meeting at which no quorum was forthcoming.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all residence locations within a plat on the first day of the month following the conveyance to the Club of the common areas located within such plat. If there are no common areas, the annual assessments provided for herein shall commence as to all residence locations within such plat on the first day of the month following the conveyance of the first lot within the plat. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment 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 Club shall upon demand at any reasonable time furnish a certificate in writing signed by an officer of the Club setting forth whether the assessments on a specific residence location have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Club. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Secretary of the Club shall file in the office of the Director of Records, County Clerk, or appropriate recorder of