

CHARTWELL STATION

A PLANNED UNIT DEVELOPMENT
IN THE NORTHEAST QUARTER OF SECTION 19 AND THE
NORTHWEST QUARTER OF SECTION 20, T. 11 S., R. 3 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON

C.S. 23957

- NOTES:**
- A 7' PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES ADJACENT TO PUBLIC STREETS AND A 16' PUBLIC UTILITY EASEMENT ADJACENT TO THE ALBANY-SANTIAM CANAL.
 - A 16' PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES ADJACENT TO THE ALBANY-SANTIAM CANAL.
 - A 30' WIDE PUBLIC STORM DRAINAGE & ACCESS EASEMENT IS TO EXIST ON THE COMMON OPEN SPACE (TRACT A).
 - A 5' WIDE RIGHT-OF-WAY EASEMENT IN FAVOR OF PORTLAND POWER & LIGHT DESCRIBED IN DEED BOOK 278 PAGE 386.
 - 25' ACCESS AND UTILITY EASEMENT LYING 7.5' NORTHEASTERLY & 17.5' SOUTHWESTERLY OF THE LOT LINE FOR LOTS 25/27.

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E.
SALEM, OREGON 97302
503-583-9227

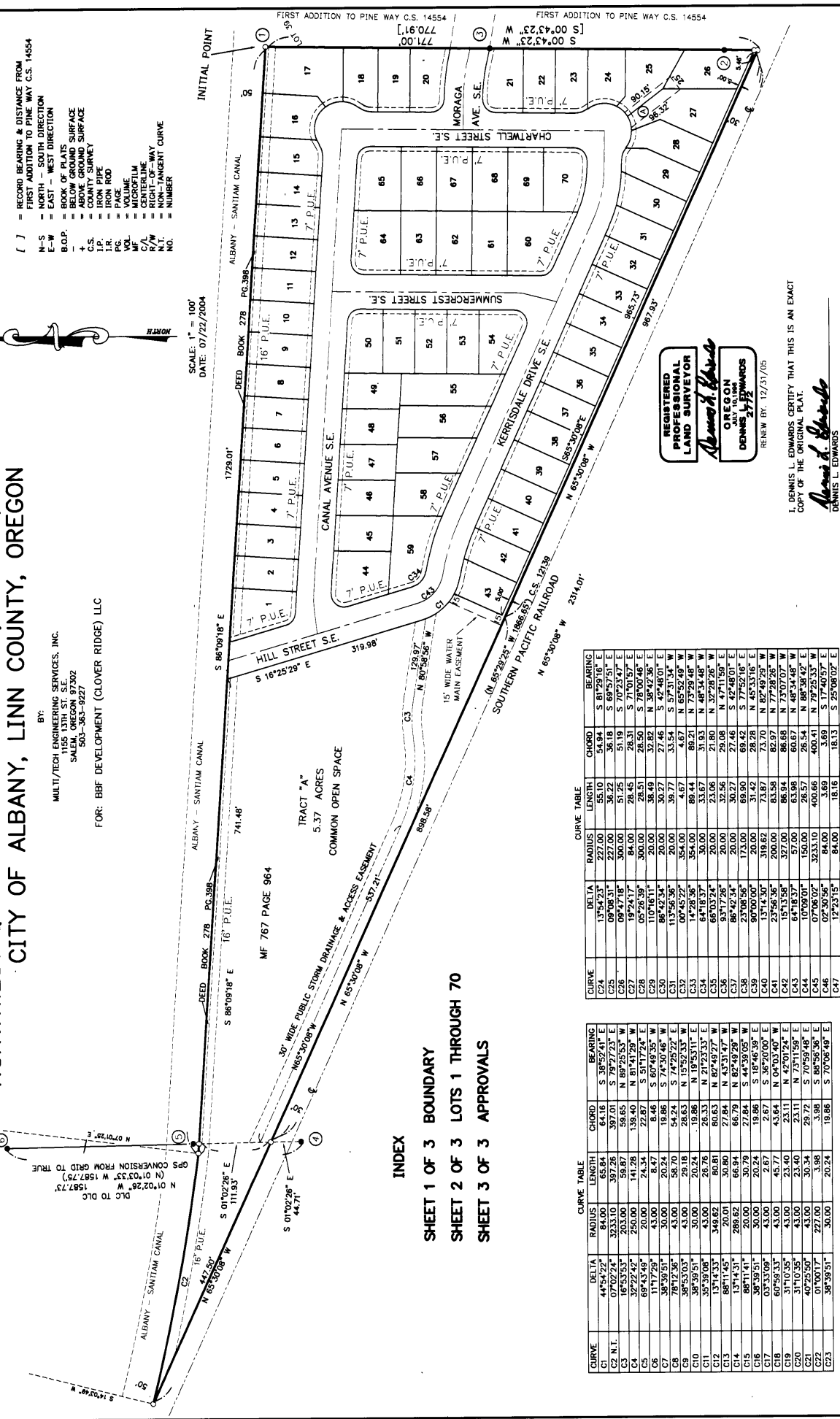
FOR: BBF DEVELOPMENT (CLOVER RIDGE) LLC

- = MONUMENT FOUND AS NOTED
- TO = SET A 5/8" X 30" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "MULTI/TECH ENG." FLUSH WITH GROUND SURFACE
- TA = SET A 5/8" X 30" IRON ROD WITH AN ALUMINUM CAP MARKED "MULTI/TECH ENG." AT CENTERLINE OF POST MONUMENTATION CORNERS.

- () = RECORD BEARING & DISTANCE FROM FIRST ADDITION TO PINE WAY C.S. 14554
- N-S = NORTH - SOUTH DIRECTION
- E-W = EAST - WEST DIRECTION
- B.O.P. = BOOK OF PLATS
- ± = ABOVE GROUND SURFACE
- ± = BELOW GROUND SURFACE
- ± = IRON PIPE
- ± = IRON ROD
- ± = WOODEN PIPE
- ± = MICROFILM
- ± = CENTERLINE
- ± = RIGHT-OF-WAY
- ± = ADJACENT CURVE
- ± = NUMBER



SCALE: 1" = 100'
DATE: 07/22/2004



INDEX

SHEET 1 OF 3 BOUNDARY
SHEET 2 OF 3 LOTS 1 THROUGH 70
SHEET 3 OF 3 APPROVALS

CURVE TABLE

CURVE	DELTA	RADIUS	CHORD	BEARING
C24	13°54'23"	227.00	55.10	S 81°29'16" E
C25	09°08'31"	227.00	36.22	S 69°57'51" E
C26	09°47'18"	300.00	51.25	S 70°23'47" E
C27	19°24'17"	84.00	28.45	S 71°01'57" E
C28	05°28'39"	300.00	28.51	S 69°43'36" E
C29	08°42'34"	20.00	30.27	S 42°48'01" E
C30	11°56'56"	20.00	39.77	S 57°31'34" W
C31	09°45'27"	354.00	4.67	N 65°52'49" W
C32	14°28'36"	354.00	89.44	N 73°29'48" W
C33	64°18'37"	30.00	33.67	N 31°53'48" W
C34	66°03'24"	20.00	23.06	N 32°28'26" W
C35	09°17'26"	20.00	32.56	N 42°48'01" E
C36	23°08'56"	171.00	69.90	N 42°48'01" E
C37	13°14'30"	318.62	73.70	N 45°33'16" E
C38	23°56'36"	200.00	83.58	N 82°49'29" W
C39	15°13'58"	327.00	86.94	N 77°28'26" W
C40	64°18'37"	57.00	63.98	N 45°34'46" W
C41	10°08'01"	150.00	28.57	N 70°07'07" W
C42	07°30'56"	318.62	4.67	N 72°33'15" E
C43	07°30'56"	84.00	3.69	S 17°40'57" E
C44	12°23'15"	84.00	18.16	S 25°08'02" E

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C.S. 23957

A PLANNED UNIT DEVELOPMENT
 IN THE NORTHEAST QUARTER OF SECTION 19 AND THE
 NORTHWEST QUARTER OF SECTION 20, T. 11 S., R. 3 W., W.M.
 CITY OF ALBANY, LINN COUNTY, OREGON

BY:
 MULTI/TECH ENGINEERING SERVICES, INC.
 2505 W. 10TH AVE. SUITE 200
 ALBANY, OREGON 97302

FOR: BBF DEVELOPMENT (CLOVER RIDGE) LLC
 1500 W. 10TH AVE. SUITE 200
 ALBANY, OREGON 97302

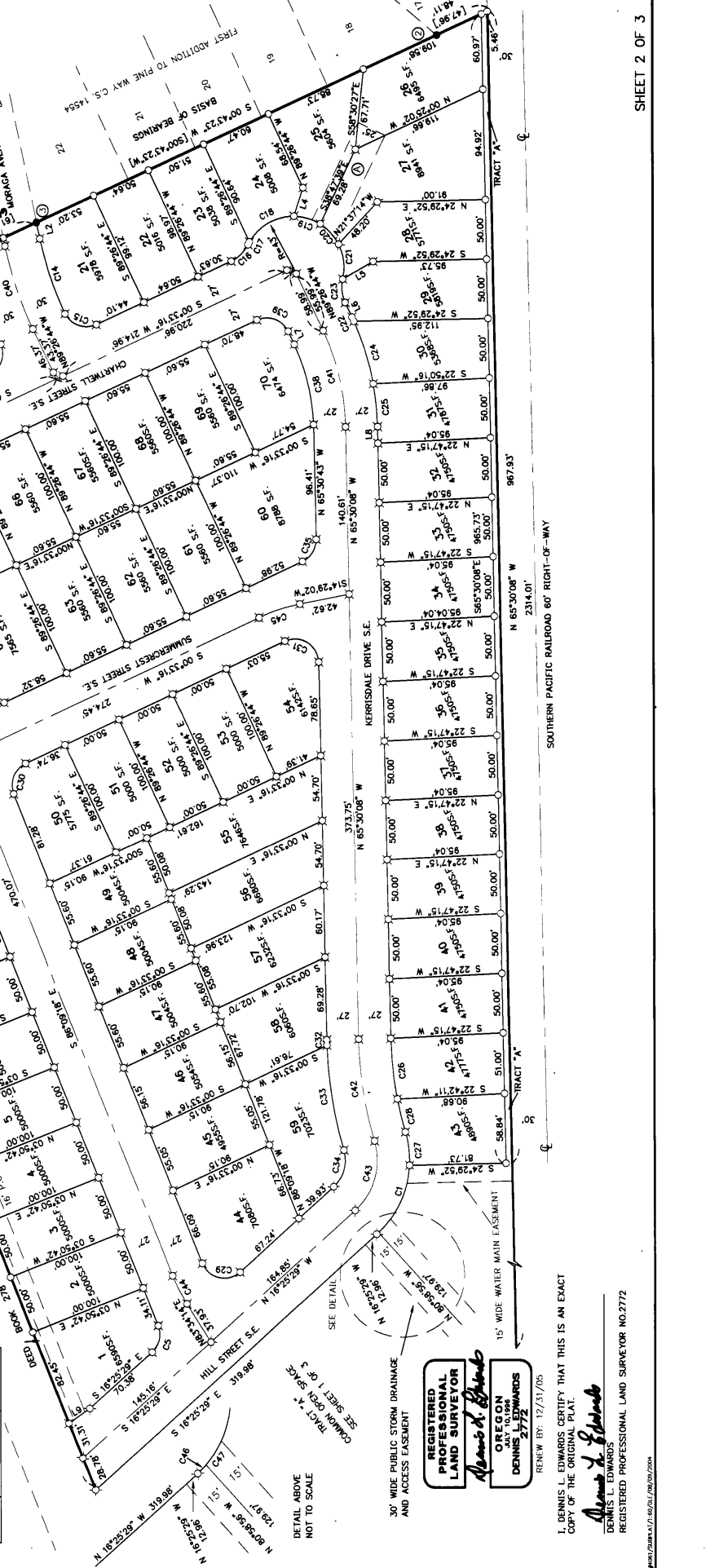
- NOTES:
- 7' PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES ADJACENT TO PUBLIC STREETS.
 - A 16' PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES ADJACENT TO ALBANY - SANTIAM CANAL.
 - 30' WIDE PUBLIC STORM DRAINAGE AND ACCESS EASEMENT TO EXIST ON THE EAST LINE OF LOT L1.
 - A 5' WIDE RIGHT-OF-WAY EASEMENT IN FAVOR OF PORTLAND POWER & LIGHT DESCRIBED IN DEED BOOK 278 PAGE 388.
 - 25' ACCESS AND UTILITY EASEMENT LYING 7.5' NORTHEASTERLY & 17.5' SOUTHWESTERLY OF THE LOT LINE FOR LOTS 25/27.

- MONUMENT NOTES:
- HELD FOR CORNER 5/8" I.R. C.S.12139/RE-SET 10/22/04
 - MONUMENT WAS MISSING, RE-SET IN ORIGINAL POSITION.
 - HELD FOR E-W LINE 5/8" I.R. -6" VOL. 15 PG. 46 BOOK OF PLATS C.S.14554 FIRST ADDITION TO PINE WAY (SET IN C.S. 12389)
 - HELD FOR E-W LINE 5/8" I.R. -6" VOL. 15 PG. 46 BOOK OF PLATS C.S.14554 FIRST ADDITION TO PINE WAY
 - HELD 3 1/4" ALUMINUM CAP IN CONCRETE MARKED NW CORNER D.L.C. NO. 68, SW CORNER D.L.C. NO. 52, AND ON THE EAST LINE OF D.L.C. NO. 54.
 - RESTORATION BOOK 13 PAGE 25 (MARCH 15, 1993) GPS 93046
 - HELD FOR E-W LINE A 1/2" I.R. -3" N 01°02'26" W 0.31' C.S. 7937
 - SE CORNER D.L.C. NO. 53, AND ON THE WEST LINE OF D.L.C. NO. 52.
 - RESTORATION BOOK 15 PAGE 397 (JANUARY 20, 2004) GPS 93045

CENTERLINE MONUMENTS AT CHARTWELL STREET SE & CANAL AVENUE SE, CHARTWELL STREET SE & MORAGA AVENUE SE, AND CHARTWELL STREET SE & HILL STREET SE. CENTERLINE MONUMENTS AT CHARTWELL STREET SE, DUE TO THE PLACEMENT OF SANITARY SEWER MANHOLES AT CENTERLINE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 76°13'05" E	6.97
L2	N 76°13'05" E	13.94
L3	N 00°33'16" E	10.98
L4	S 46°47'37" E	25.04
L5	S 04°30'08" W	29.53
L6	N 89°26'44" W	11.99
L7	N 85°30'08" W	13.93
L8	N 10°06'27" E	21.54



REGISTERED PROFESSIONAL LAND SURVEYOR
 Dennis L. Edwards
 OREGON LICENSE NO. 2772

RENEW BY: 12/31/05
 I, DENNIS L. EDWARDS, CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.
 DENNIS L. EDWARDS
 REGISTERED PROFESSIONAL LAND SURVEYOR NO.2772

CHARTWELL STATION

C.S. 23957

A PLANNED UNIT DEVELOPMENT
IN THE NORTHEAST QUARTER OF SECTION 19 AND THE
NORTHWEST QUARTER OF SECTION 20, T. 11 S., R. 3 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON

SURVEYOR'S CERTIFICATE

I, Dennis L. Edwards, a Registered Professional Land Surveyor in Oregon, say that I have surveyed and marked with proper monuments the land represented on this map and more particularly described as follows:
Beginning at a 5/8" Iron Rod at the most northerly corner of Lot 39, First Addition to Pine Way, a subdivision recorded in Volume 15, page 62, Linn County Records, Book of Plats and also recorded in C.S. 1455, Linn County, Oregon Survey Records; thence South 00°43'23" East, a distance of 771.00 feet to the road right-of-way of the Southern Pacific Railroad; thence North 65°30'08" West, along said right-of-way, a distance of 2314.01 feet to a point of intersection with the southerly boundary line of the Albany - Santiam Canal; thence along a curve to the left with a Radius of 3233.10 feet (the chord of which bears S 79°27'23" E 397.01 feet) thence along said arc a distance of 397.26 feet to a point; thence South 86°09'18" East, along said canal, a distance of 1729.01 feet to the Point of Beginning.
Containing 17.8 Acres more or less
All being located in Section 20, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon.

NARRATIVE:

The purpose of this survey is to subdivide the land described in MF Vol. 767 Page 964, and a portion of MF Vol. 881 Page 421. Monuments found and used for control are explained in the monument notes.
Basis of Bearings of (North 00°43'23" West) is the monumented west line of First Addition to Pine Way Subdivision C.S. 1455A.
The southerly boundary line of this subdivision was established 30.00 northerly of the centerline of the Southern Pacific Railroad tracks.
The northerly boundary line of this subdivision was established holding monument Number 1 and 2 at the intersection of the northerly boundary of the Albany - Santiam Canal. Railroad Right-of-way, which fit the top of bank of the Albany - Santiam Canal.

A SUBDIVISION PLAT CONSENT AFFIDAVIT BY LIBERTYBANK
BENEFICIARY UNDER DEED OF TRUST RECORDED MAY 25, 2004 IN
MICROFILM VOL. 1584 PAGE 178, LINN COUNTY DEED RECORDS HAS BEEN
EXECUTED AND RECORDED IN MICROFILM VOL. 1658 PAGE 622,
LINN COUNTY, OREGON DEED RECORDS.

BY:
MULTI/TECH. ENGINEERING SERVICES, INC.
SALESMAN
LINN COUNTY OREGON 97302
503-363-9227

APPROVALS & ACCEPTANCE

CITY OF ALBANY PLANNING REFERENCE NO.: SD-05-03

Janet Morris Fox Nelson-Burns Sharp 12-16-04
CITY OF ALBANY COMMUNITY DEVELOPMENT DIRECTOR DATE

Debra M. Williams for Diana Tomajoli Dennis 12-14-04
CITY OF ALBANY PUBLIC WORKS DIRECTOR DATE

BY: Thomas J. Carlson (Deputy) 12/16/04
LINN COUNTY SURVEYOR DATE
CHARLES W. CHUBB

APPROVED: LINN COUNTY BOARD OF COMMISSIONERS

Absent DATE
COMMISSIONER, CHAIRPERSON

Charles W. Chubb 12-15-04
COMMISSIONER DATE

Jeff W. Wiles 12-15-04
COMMISSIONER DATE

I CERTIFY THAT ALL TAXES ON THE ABOVE DESCRIBED PROPERTY
ARE PAID AS OF THIS 17TH DAY OF December, 2004.

Mark Tucker 04 03 04
LINN COUNTY ASSESSOR/TAX COLLECTOR

STATE OF OREGON S.S.
COUNTY OF LINN

I DO HEREBY CERTIFY THAT THE ATTACHED SUBDIVISION PLAT WAS RECEIVED AND
DULY RECORDED BY ME IN THE LINN COUNTY RECORD BOOK OF PLATS IN
VOLUME 22, PAGE 04 ON THIS 17TH DAY OF December
20 04, AT 2:05 O'CLOCK PM TARGET SHEET RECORDED IN DEED
RECORDS MF 1658 PAGE 655

Steve Druckenmiller DATE
STEVE DRUCKENMILLER, LINN COUNTY CLERK

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT BBF DEVELOPMENT (CLOVER RIDGE) LLC, AN OREGON LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON MADE, AND DESIRING TO DISPOSE OF THE SAME IN LOTS AND STREETS, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE ATTACHED MAP. THE NAME TO BE KNOWN AS CHARTWELL STATION, A PLANNED UNIT DEVELOPMENT. THE ROADWAY AS SHOWN IS HEREBY DEDICATED, CONVEYED AND SET APART TO THE USE OF THE PUBLIC FOREVER WITHOUT RESERVATION OR RESTRICTION. HOWEVER, COMMON OPEN SPACE "TRACT A" TO BE CONVEYED TO THE CHARTWELL STATION HOMEOWNERS ASSOCIATION.
WE ALSO HEREBY GRANT THE EASEMENTS AS SHOWN ON THE ATTACHED MAP.

[Signature]
MYLES BREADNER
MANAGER

STATE OF OREGON S.S.
COUNTY OF MARION

ON THIS 20TH DAY OF October, 2004, PERSONALLY APPEARED BEFORE ME, MYLES BREADNER, MANAGER OF BBF DEVELOPMENT (CLOVER RIDGE), LLC, AN OREGON LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

[Signature]
SUSAN J. RYAN
NOTARY PUBLIC FOR OREGON
OREGON COMMISSION NO. 350365
EXPIRATION DATE: SEPTEMBER 30, 2005

CENTERLINE MONUMENTATION
IN ACCORDANCE WITH O.R.S. 92.070, THE CENTERLINE MONUMENTS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN MF VOL. _____, PAGE _____ LINN COUNTY, OREGON DEED RECORDS.

LINN COUNTY SURVEYOR DATE
INTERIOR CORNER MONUMENTATION
IN ACCORDANCE WITH O.R.S. 92.070, THE INTERIOR CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN MF VOL. _____, PAGE _____ LINN COUNTY, OREGON DEED RECORDS.

LINN COUNTY SURVEYOR DATE
L. DENNIS L. EDWARDS CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PLAT.
[Signature]
DENNIS L. EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2772
RENEW BY: 12/31/05

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHARTWELL STATION
ALBANY
LINN COUNTY, OREGON**

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 described in Exhibit "A" attached hereto in the City of Albany, County of Linn, State of Oregon hereinafter referred to as the "Property;" and

WHEREAS, Declarant intends to develop the Property as a Class 1 planned community, under ORS 94.550, and to establish the planned development project of Chartwell Station, Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and development for the benefit of all of the present and subsequent Owners, the Lots and Common Area within Chartwell Station; and

WHEREAS Declarant deems it desirable for the efficient preservation of the values and amenities of the Property, to create an entity to which will be delegated and assigned the powers of maintaining, managing, administering and enforcing the protective covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For this purpose, an Oregon nonprofit corporation, Chartwell Station Homeowners Association, has been incorporated under the laws of the State of Oregon.

NOW, THEREFORE, Declarant hereby declares that all of the 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 the 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 the Property, or any interest therein.

**ARTICLE I
DEFINITIONS**

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" or "Corporation" shall mean CHARTWELL STATION OWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Oregon, its successors and assigns.
2. "Common Area" shall mean that portion of the Property shown in the Plat which is not included in any Lot shown on the Plat, all easements set forth in the Plat and all easements otherwise owned by the Corporation.
3. "Declarant" or "Developers" shall mean and refer to the undersigned, its successors, heirs and assigns, if such successors, heirs or assigns should acquire in any phase more than ten undeveloped Lots from the Declarant for the purpose of development.
4. "Living Unit" means a building or structure located on the Property designed for use and occupancy as a single-family residence.
5. "Lot" means each lot or parcel heretofore or hereafter partitioned or subdivided in accordance with applicable law from within the Property.

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

7. "Mortgage" shall mean and refer to any mortgage, contract of sale or deed of trust, and "Mortgagee" shall refer to the mortgagee, contract seller, or beneficiary under a deed of trust.

8. "Owner" shall mean and refer to the record owner (or if a lot is being sold on a land sale contract, then the contract purchaser) whether one or more persons or entities, of all or any part of said Property, excluding those having such interest merely as security for the performance of an obligation, and excluding the general public and City of Albany as owners of any streets, tracts, rights-of-way or easements.

9. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association by supplemental declarations and plat submitting additional property to the terms of this Declaration.

10. "Set Back" means the minimum distance between the Living Unit or other structure referred to and a given street or road or Lot line.

11. "Assessment" shall mean the annual charges as provided in Article VII, below.

12. "Directors" or "Board of Directors" shall mean the directors of the Association.

13. "Plat" means the Chartwell Station Planned Unit Development to be recorded in the Linn County, Oregon Plat Records, together with any additional property, or additions to, Chartwell Station.

14. "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Class A members.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Description. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Albany, Linn County, Oregon, in that certain plat entitled "Chartwell Station" filed in the plat records of Linn County, Oregon, more particularly described as Lots 1 through 70 and Tract 'A' of the Chartwell Station Plat.

Section 2. Annexation. At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of 70 Lots in the subdivision, but this number may be adjusted at the sole discretion of Declarant. Declarant shall have no obligation of any kind to annex any additional land to the Property.

(a) **Eligible Property.** There is no limitation on the number of Lots, which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.

(b) **Consent or Joinder Not Required.** No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

(c) **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board

and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

- (i) establish such new land classifications and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;
- (ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or
- (iii) contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section, in any Declaration of Annexation, Declarant may, but shall not be obligated to, establish one or more special categories or types of Lots and have particular rights and obligations pertain to these different types of Lots, establish easements particular to these different Lots, establish assessments that pertain only to certain types of Lots, establish maintenance obligations of the Association or of Owners that vary in accordance with different types of Lots or different tracts of Common Area, establish insurance and casualty provisions that relate to certain types of Lots and not others, and establish limited common areas that benefit particular Lots to the exclusion of other Lots and provisions particular to such limited common areas.

(d) **Voting Rights; Allocation of Assessments.** Upon annexation, additional Lots so annexed shall be entitled to voting rights and assessments shall be reallocated and reapportioned.

(e) **No Duty to Annex.** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

Section 3. Withdrawal of Property. Declarant may withdraw property from the Property only by a duly-adopted amendment to this Declaration, except that Declarant may unilaterally withdraw all or a portion of (i) any property annexed pursuant to Section 2 above at any time prior to the sale of the first Lot in the annexed property or (ii) property within any phase of the Property (other than designated Common Areas therein) for which a final plat creating individual Lots has not yet been recorded. Such withdrawal shall be affected by a declaration executed by Declarant and recorded in the deed records of the county in which the property being withdrawn is located. If a portion of the Property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated among the remaining Lots.

ARTICLE III **MEMBERSHIP**

Every person or entity; who is a record Owner (including contract purchasers as above defined) of a fee or undivided fee interest in any Lot, including Lots annexed hereto, by virtue of such ownership shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or the general public or City of Albany as owners of any streets, tracts, rights-of-way, or easements. Membership shall be appurtenant to and may not be separated from ownership of any Lot made subject to the jurisdiction of the Association. Such ownership shall be the sole qualification for membership, and shall automatically commence upon a person becoming such Owner, and shall automatically terminate and lapse when such ownership in a Lot shall terminate or be transferred.

ARTICLE IV
VOTING RIGHTS

The Association 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 (1) vote for each Lot in which they hold the interest required for membership by Article III and with respect to all matters upon which Owners are certified to vote. When more than one person or entity holds such interest in any Lot, all such persons or entities shall be members. The vote for such Lot 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 Class A vote be cast with respect to any one Lot. The vote applicable to any Lot being sold under a contract of purchase shall be exercised by the contract buyer unless the contract expressly provides.

Class B. The Class B member(s) shall be the Declarant, its successors and assigns. Class B member(s) shall be entitled to five (5) votes for each Lot in which they hold the interest required for membership by Article III, including ownership of Lots in subsequent Phases after annexation, and which is subject to the jurisdiction of the Association by recorded covenants. Existing Class B votes shall be converted to Class A votes upon the happening of either of the following events, whichever occurs earlier:

- (a) The date that Lots, including, without limitation, Lots that may be annexed to the Property in subsequent phases, representing ninety percent (90%) of the total number of votes have been conveyed to persons other than Declarant or its successors and assigns.
- (b) December 31, next following the fifteenth anniversary of the recording of these Declarations.

ARTICLE V
CHARTWELL STATION OWNERS ASSOCIATION

Section 1. Creation. The Chartwell Station Owners Association has been incorporated and is currently an Oregon nonprofit corporation in good standing. The Corporation shall exist for an initial term of twenty (20) years and shall continue thereafter until disbanded by a majority vote of the Members. The Corporation shall have the powers, duties and shall be organized and operate in accordance with the terms of this Article V.

Section 2. Office. The principal office of the Corporation shall be located in Linn or Benton County, Oregon.

Section 3. Meetings of Members. An annual meeting of the Members shall be held for the purpose of electing Directors and for transacting such other business as may come before the meeting. The meeting shall be called and held in accordance with the procedures set forth in the Bylaws of the Corporation and as required by Oregon law.

Section 4. Board of Directors. The affairs of the Corporation shall be managed by its Board of Directors. The number of the Board of Directors shall be three (3) Directors. The term of office for a Director shall be two (2) years. The initial Board of Directors of from one (1) to three (3) Directors shall be appointed by, and shall serve at the will of the Declarant. At the Turnover Meeting, the Declarant Board shall submit their resignations, and a Board of three members shall be elected. The two Directors receiving the highest number of votes shall serve two (2) year terms, while the next Director elected shall serve a one (1) year term. The Board of Directors elected at the Turnover Meeting shall serve until the next annual meeting. The Turnover Meeting shall serve as the annual meeting for the year in which it is held. At each subsequent Annual Meeting, the Director elected shall serve for two years. Each Director shall hold office for the term as elected or until his or her successor shall have been elected and qualified. Any Director may be removed by a majority vote of the Members present at either the annual meeting or a special meeting of the Members called in accordance with the Bylaws of the Corporation or as required by Oregon law.

Section 5. Meetings of Board of Directors. A regular annual meeting of the Board of Directors shall be held without other notice immediately after, and at the same place as, the annual meeting of Members. Other meetings of the Board of Directors may be called in accordance with the procedures specified in the Corporation's Bylaws. The Board of Directors may provide by resolution the time and place within Linn or Benton County, Oregon for the holding of additional regular meetings of the Board without other notice than such resolution. Special meetings of the Board of Directors may be called at the request of the President or any two (2) Directors. The person or persons authorized to call the special meetings of the Board may fix any place within Linn or Benton County, Oregon as the place for holding any special meeting of the Board called by them.

Section 6. Contracts. The Board of Directors may authorize any Officer or agent of the Corporation, in addition to the Officers authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Notwithstanding any other provision of this Declaration, any management contracts, service contracts or employment contracts entered into by Declarant or the Board of Directors on behalf of the Association before the Turnover Meeting shall have a term of not more than three (3) years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than thirty (30) days' notice to the other party given not later than sixty (60) days after the Turnover Meeting.

Section 7. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Members, Board of Directors and committees. It shall keep at its principal office, a record of the names and addresses of its Members entitled to vote. All books and records may be inspected by any Member or his agent or attorney for any prior purpose at any reasonable time.

Section 8. Income and Loans. The Corporation shall not have or issue shares of stock and no dividends shall be paid. No part of the income of the Corporation shall be distributable to its Members, Directors or Officers. No loan shall be made by the Corporation to its Directors or Officers. The Directors of the Corporation who vote for, or who assent to, the making of a loan to a Director or Officer of the Corporation, and any Officer or Officers participating in the making of such a loan, shall be jointly and severally liable to the Corporation for the amount of such loan and for the repayment thereof.

Section 9. Assets. The Corporation shall not own stock in any other organization and no organization shall be allowed to control the Corporation. The Corporation shall not be affiliated with any other organization.

Section 10. Dissolution. In the event of the dissolution of the Corporation, the assets of the Corporation shall be distributed as follows:

- (a). All liabilities and obligations of the Corporation shall be paid, satisfied and discharged..
- (b). Assessments collected from members which have not been used shall be returned pro rata to Members of record as of the date of dissolution.
- (c). All non-liquidated, tangible assets, if any, shall be transferred or conveyed to a charitable organization elected by the Board of Directors.
- (d). All the rights, title and interest of the Corporation in any real property shall be distributed to the Members in such manner and upon such terms shall be decided by a majority of the Members.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Purpose. It is desirable to maintain uniform standards of design, quality of workmanship and

landscaping for the homes to be built and maintained in CHARTWELL STATION. Uniform standards of design, quality of workmanship and landscaping protect the interests of each Owner in maintaining and increasing the value and enjoyment of that Owner's Lot. It is not, however, feasible to set forth a comprehensive list of requirements for constructing and maintaining homes in this development. An Architectural Review Committee is, therefore, established, the purpose of which is to review and approve the design and quality of workmanship and landscaping for all homes to be built in CHARTWELL STATION, during the period of existence of the Architectural Review Committee. The Architectural Review Committee will make the determinations based on the following policy guidelines as well as the specific restrictive covenants set forth in this declaration.

Section 2. Policy Guidelines.

- (a) The nature of the Property lends itself to quality design and constructed homes.
- (b) It is of benefit to each Owner that each Lot in the development be developed with a home as soon as reasonably possible.
- (c) That uniformity of construction, styles and construction materials is desired to maintain the quality of the development.
- (d) That well-landscaped Lots will add significantly to the value of each and every Owner's interest in Lots in the development.
- (e) That unusual fences, outbuildings and other additions may tend to detract from the enjoyment and the value of each Owner's interest in his or her Lot.

Section 3. The Architectural Review Committee. The initial Architectural Review Committee (ARC) shall be appointed by, and serve at the will of the Declarant. It shall be composed of from one (1) to three (3) members. The initial ARC shall resign as of the Turnover Meeting. Its decision shall be final and binding; however, applications may be resubmitted. Upon failure of the Committee or its designated representative to approve or disapprove any application for a period of twenty (20) business days after it has been submitted in writing, in duplicate, to the Chairman of the Committee or his designated representatives, said application will be deemed to have been approved if the said Chairman has signed and dated said application, acknowledging receipt thereof on a copy submitted with the original. If any member of the Committee is unable or unwilling to act, the remaining Committee members shall elect a successor to serve out the unexpired term. No member of the Architectural Review Committee, however created, or constituted, shall receive any compensation from the Committee or make any charge for his or her services as such. By majority vote of the members of the Architectural Review Committee, the number of members on the Committee may be increased. After the Turnover Meeting is held, and subsequent to each Annual Meeting, but not necessarily at the Annual Meeting, the Board of Directors shall appoint from three (3) to five (5) members to serve one-year terms, ending with each Annual Meeting of the Association. Committee members may be reappointed for additional terms.

Section 4. Approval. Construction may not begin on building, landscaping, or exterior remodeling of any home, outbuilding, or fence unless a request for approval has been submitted to the Architectural Review Committee and has been approved in writing by a majority of the Committee. Complete plans, exterior specifications and exterior color selection must be submitted for approval prior to the start of construction. Plans shall include proposed placement of street trees consistent with the street tree standards of the City of Albany. Said materials will remain with the Architectural Review Committee. Requests for approval of exterior remodeling shall contain a copy of the plans. Following the construction of a home, any request for approval of construction of any fence, screen, or gate shall contain a sketch. Requests for approval prior to construction of any home or outbuilding must contain a copy of blueprints, elevation, plot plan and set of specifications or materials description list.

Upon receipt of the request in writing accompanied by the required information, the Architectural Review Committee shall have twenty (20) business days to review the materials and to advise the applicant of its decision in this regard. All construction, landscaping and exterior remodeling must also comply with the specific property use restrictions set forth below.

Section 5. Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

Section 6. Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants and for the improvement, operation and maintenance of the Common Area, including maintenance and administrative costs including insurance for the Association. No individual structure insurance will be provided by the Association. Common Expenses of the nature described in this section, which are to be, or are, incurred by the Association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses".

Section 2. Covenants to Pay. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Lot will pay the Association the assessments and any additional charges levied pursuant to this Article VII. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of Chartwell Station, as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

Section 3. Basis of Assessments and Commencement of Assessments.

(a) Assessments are to be levied against all Lots subject to this Declaration, or any Amendment and Annexation document, after recordation in Linn County, whether or not such Lots have been improved with a substantially completed Home. Assessments for all Lots shall begin as of the recording of this Declaration, or an Amendment or Annexation document adding Lots to Chartwell Station, and the Plat containing said Lots.

(b) Notwithstanding Article VII, Section 3(a), to the extent required by law, Reserve Fund Assessments described in Section 5 below shall begin accruing on each platted Lot from the date the first Lot at the Property becomes subject to assessment under Section 3(a) above; provided, however, that Declarant may defer payment of any accrued assessment for a Lot under this Section until the date such Lot is first conveyed to a purchaser other than Declarant or Declarant assignee. The books and records of the Association shall reflect the amount owing from Declarant for all such Reserve Fund Assessments.

Section 4. Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Unless otherwise specified by the Board, annual assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration.

(a) **Budget.** Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the

amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Area. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, within thirty (30) days after adoption of such budget.

(b) **Allocation of Assessments.** The total amount in the budget shall be charged equally against all platted Lots as annual assessments except as may be provided for in a Declaration of Annexation. In determining the number of Lots among which to allocate assessments, and in calculating the per-Lot assessment in effect from time to time, the Board may use any method the Board deems reasonable, including without limitation averaging the number of Lots estimated to become subject to assessment during a year, and the Board may at its option recompute the budget or per-Lot assessment from time to time for a fiscal year based upon additional Lots subject to assessment.

(c) **Non-Waiver of Assessments.** If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

Section 5. Reserve Funds.

(a) **Reserve Fund for Replacing Common Area Improvements.** Declarant shall, in addition, establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Common Area and any improvements located in, on, or under the Common Area for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years, including any exterior painting if the Common Area includes exterior painted surfaces. The reserve account need not include those items that could reasonably be funded from the maintenance fund. For purposes of funding the reserve fund, the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. However, nothing shall limit the authority of the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund Assessment and that relate to only a particular type or category of Lot, as opposed to Reserve Fund Assessments, which relate only to the Common Areas. The reserve fund shall be kept separate from other funds and may be used only for maintenance, repair, and replacement of Common Area Improvements for which reserves have been established as specified in this Section. However, after the turnover meeting, the Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses. However, such funds borrowed shall only be borrowed from the reserves for the respective needs. By way of example only, if funds are borrowed from the Common Area Reserve Fund Assessments, they can only be used to meet current needs for Common Area expenses. Such funds borrowed from any Reserve Account to meet temporary expenses under this Section shall be repaid from regular annual or special assessments against the Lots. The Association shall administer the reserve fund and shall adjust at least annually the amount of the periodic payments into it to reflect changes in current replacement costs over time. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the reserve fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) **Reserve Study.** The Board of Directors shall annually conduct a reserve study, or review and update an existing study, of the Common Area components to determine the requirements of the reserve fund described in Section 5 (a) above. The reserve study shall include (a) identification of all items for

which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

Section 6. Special Assessments. The Board of Directors shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

(a) **Deficits in Operating Budget.** To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) **Breach of Documents.** To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

(c) **Repairs.** To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board; or

(d) **Capital Additions.** To make capital acquisitions, additions or improvements, by vote of at least fifty-one percent (51%) of all votes allocated to the Lots, except that for this purpose only the Class B Member shall have only one (1) vote per Lot owned, and provided further that any such action shall require the approval of Declarant so long as Declarant owns a Lot.

Section 7. Accounts.

(a) **Types of Accounts.** Assessments collected by the Association may be deposited into at least two (2) separate accounts with a bank, which accounts shall be designated as (i) the Current Operating Account and (ii) the Reserve Account. Those portions of the assessments collected for current maintenance and operation levied under Section 4 (b) will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements into the Reserve Account. Special Assessments shall be deposited into one of the two accounts, whichever is deemed by the Board to be appropriate. Withdrawal of funds for the Association's Reserve Account shall require the signatures of two (2) Directors. Withdrawal of funds from the Association's Current Operating Account shall require the signatures of two (2) Directors or the Association's Management Agent.

(b) **Reserve Account.** The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. No funds collected for the Reserve Account may be used for ordinary maintenance and operation purposes, unless repaid within six (6) months of withdrawal, or as approved by a majority of Owners.

(c) **Current Operating Account.** All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

Section 8. Default in Payment of Assessments, Enforcement of Liens.

(a) **Personal Obligation.** All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligation of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

(b) **Association Lien.** At any time any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of Linn County, Oregon against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The provisions regarding the attachment, notice, recordation and duration of liens established on real property under ORS 94.704 to 94.716, as the same may be amended, shall apply to the Association's lien. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under ORS Chapter 88. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded prior to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded prior to the Association's notice of lien.

(c) **Interest; Fines; Late Fees; Penalties.** The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are lienable and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his Lot until such Owner is given an opportunity for a hearing as provided in Section 4.25. However, after said hearing, fines, late fees or interest may be assessed commencing on the date of the violation, in accordance with the prescribed guidelines of the Association's delinquency or financial penalty policy.

(d) **Acceleration of Assessments.** In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

(e) **Association's Right to Rents/Receiver.** In any foreclosure suit by the Association with respect to such lien, the Association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his Lot or shall be entitled to the appointment of a Receiver.

ARTICLE VIII

SPECIFIC PROPERTY USE RESTRICTIONS

Section 1. Offensive Conditions. No noxious or offensive or unsightly conditions shall be permitted upon any part of the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 2. Other Occupancies. No trailer, camper-truck, tent, recreational vehicle, garage, barn, shack, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any part of the property.

Section 3. Vehicles. These covenants hereby include a restriction on overnight parking on the dedicated streets within the subdivision. All unsightly or inoperable vehicles shall be removed from the streets and open parking areas and parked within the confines of an enclosed garage so as not to hinder the overall beauty of the area. All boats, trailers, and recreational vehicles shall be stored in an appropriate area behind a screen or fence no closer to the street than the front of the garage. Any and all automotive repairs to be performed within the confines of the garage.

Section 4. Maintenance. Each owner shall be responsible for maintaining and keeping in good order the condition and repair of the exterior of that owner's single-family residence, of the lot, and of the landscaping on the lot. No owner shall remove or otherwise materially alter any shrub or tree or make any material changes in landscaping without first obtaining written consent of the Architectural Review Committee. Each owner shall insure that no tree, shrub, or landscaping unreasonably interferes with the view of other lot owners. In the event that any owner fails to comply with the condition of this paragraph, in addition to any other remedies, the Architectural Review Committee may perform the required maintenance and bring legal action against the owner of the lot to recover the cost of the maintenance performed.

Section 5. Landscaping. Yards shall be landscaped not more than 45 days after final inspection except when occupancy occurs after October 1 and before May 1. Yards of residences ready for occupancy during inclement weather shall be landscaped not more than 45 days after May 1. Yards shall be maintained in a neat and clean condition and grass shall be watered and cut regularly. Sod shall be used on the front yard. Before a final building inspection is requested, the front yard shall have one tree at least six feet in height, four (4) one gallon shrubs or accent plants, with the remaining area including curbside landscape strips treated with attractive ground cover (e.g., lawn, bark, rock, ivy and evergreen shrubs). The curbside landscape strip shall also have one tree at least six feet in height with the tree species selected from the list of approved street trees established by the City of Albany. Corner lots shall be considered to have two front yards. Landscaping shall be subject to approval by the Architectural Review Committee and shall contain the minimum requirements set forth above. Each owner shall, prior to commencement of landscape work, submit to the Architectural Review Committee a detailed landscape plan.

Section 6. Signs. Unless written approval is first obtained from the Architectural Review Committee, no sign of any kind shall be displayed to public view on any building or building site on the property except one professional sign of not more than five square feet of surface advertising the property for sale, lease or rent, or signs used by the developer to advertise the property during the construction and sales period including an entry sign(s) permanently placed at the entrance by the Declarant. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the owners or their agent may post a "sold" sign for a reasonable period following a sale.

Section 7. Waste. No part of said Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. No garbage, trash or 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.

Section 8. Utilities. All utilities such as water, sewer, gas, telephone, power, and television lines are to be under ground. Visible antennas of any kind shall not be permitted.

Section 9. Manufactured Homes. No manufactured homes shall be allowed in this subdivision. All homes to be constructed on-site.

Section 10. Fences. To insure an attractive community, no fences, gate, screen gate or similar structure may be placed on any lot unless the following requirements are satisfied:

- (a) No fences shall be allowed around the front yard. On corner lots, no fences shall be allowed on the front yard containing the driveway. The front yard of a corner lot that does not contain the driveway may have a fence that meets the requirements set forth in (b) below and City of Albany residential fence standards.
- (b) Any fence, screen gate or similar structure placed in the back yard must be approved in advance of construction in writing by the Plan and Site Review Board and meet the standardized fence design attached hereto as Exhibit B.
- (c) All fences must be left natural or treated with a natural finish. No painted fences are allowed.

Section 11. Building Materials and Conditions. The following specific restrictions on building materials

and conditions shall apply:

- (a) Each single-family dwelling must contain a minimum of 1000 square feet excluding garage. Each single-family dwelling must contain, as a minimum, a double garage.
- (b) The roof color must be one of five approved colors. Dimensional shingles must be 240 pound per 100 square feet minimum with a minimum thirty (30) year life. The roof shall have a minimum pitch of 5/12.
- (c) All on-site sidewalks and driveways to be exposed aggregate or groomed concrete. The sidewalk design shall be mandated by the Architectural Review Committee.
- (d) In the event that any construction activity has made any change or alteration in any open areas, the owner will restore the open area to its natural state following completion of construction.
- (e) All exterior siding facing a street is to be lap siding or LP smart panel. No vinyl or aluminum siding is allowed. T1-11 exterior siding may be used on any exterior wall not facing a street. Mill finished aluminum frame windows shall not be used.
- (f) Each lot shall be graded to allow for natural drainage runoff and each owner will provide drainage systems as necessary to properly drain surface water.
- (g) Paints and stains shall be of good quality and shall consist of colors approved by the Architectural Review Committee.
- (h) No heating or air conditioning units shall be visible on any roof and window air conditioners shall be prohibited. The exterior location of any central heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent Living Units.

In the event of a dispute over building materials and conditions, the decision of the Architectural Review Committee shall be final in applying these guidelines.

Section 12. Pets. All animals, including dogs, must be kept within the confines of the property or on a leash to protect the residents and their animals from any nuisance factors. No household pets may be kept, bred or maintained for any commercial purposes.

Section 13. Outbuildings. No detached accessory buildings, including, but not limited to, detached garages, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC. Any outbuilding approved by the ARC shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Outbuildings shall not be greater than a one (1) story design and the overall height shall not exceed eight (8) feet, measured from the existing adjacent Lot grade, or have total floor area in excess of ten (10) percent of the first floor area of the main dwelling (excluding the area of the garage and any porches). No such buildings shall be used as additional living space and none shall contain any plumbing.

Section 14. Livestock. No livestock (i.e. turkeys, chickens, pigs, etc.) are allowed.

Section 15. Outdoor Lights. No outdoor lights (i.e. bug, blue or otherwise offensive night lights) or noise making devices are allowed without permission of the Architectural Review Committee. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if removed within thirty (30) days after the celebrated holiday.

Section 16. Construction Time. No more than six (6) months construction time shall elapse for the completion of a permanent dwelling, nor shall a temporary structure be used as living quarters. An exterior latrine shall be allowed only during the construction of a permanent residence. This shall exclude any construction by

Declarant. 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 ARC. The Lot and building area shall be kept reasonably clean and in workmanlike order, free of litter, during the construction period with a garbage disposal facility located on site during such construction period. If construction has not commenced within three (3) months after the project has been approved by the ARC, the approval shall be deemed revoked unless the Owner has applied for and received an extension of time from the ARC.

Section 17. Trade or Activity. No commercial, professional, noxious, or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 18. Tree Removal. The cutting or removal of living trees will only be permitted where necessary for the construction of buildings or thinning for the beautification of the property and will be subject to preservation by conservation easements, if any, or land use regulations.

Section 19. Garbage. All garbage, trash, cuttings, refuse, garbage and refuse containers, fuel tanks, clothes lines, and other service facilities shall be screened from view from neighboring properties.

Section 20. Building Heights. The maximum building height is 30 feet.

Section 21. Set Backs. The minimum set back from a front property line is 15 feet to a dwelling and 20 feet for the garage. The minimum side set backs are 5 feet for single story houses and 8 feet for two story houses. The minimum rear open space set backs are 16 feet on the northern perimeter lots and 10 feet on all other lots.

Section 22. Additional Restrictions. The maximum building coverage is sixty percent (60%) of the lot area. A minimum of two (2) on-site parking spaces will be provided for each Living Unit. Living Units may not be placed on land zoned UGM-20. The City of Albany design standards shall apply to all single-family residences except homes on lots 25, 26 and 27 (flag lots).

Section 23. Enforcement. The Architectural Review Committee shall have full rights to enforce the covenants and restrictions contained herein. In the event of court action or arbitration, the prevailing party shall be entitled to recover costs and reasonable attorney fees in any such proceeding.

Section 24. Easements. Individual deeds to Lots may, but shall not be required to, set forth the easements specified in this Article.

(a) **Easements on Plat.** The Common Area and Lots are subject to the easements and rights of way shown on, or noted, on the plat of Chartwell Station.

(b) **Easements for Common Area.** Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot. Tract 'A' shall be owned and maintained by the Association and subject to a public open space easement over its entirety.

(c) **Easements Reserved by Declarant.** So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to themselves, and for their successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for themselves and their successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use,

enjoyment or access to an Owner's Lot by that Owner or his family, tenants, guests or invitees.

(d) **Additional Easements.** Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Chartwell Station. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities or drainage facilities and swales, or which may change the direction of flow or functioning of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

(e) **Association's Easements.** There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association set forth in this Declaration, the Bylaws and Articles, as the same may be amended or supplemented, for the maintenance of the drainage and association maintained water and sewer lines.

(f) **Easement to Governmental Entities.** There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within Chartwell Station.

(g) **Landscaping.** The Association shall pay for any common area or landscape maintenance, upkeep and replacement, as well as utilities pertaining to landscaping or maintenance on Tract 'A' on the Plat and any Lot Easement Areas. All landscape maintenance on Lots is solely the cost and responsibility of the Lot Owner.

(h) **Maintenance Obligations/Owner Restrictions.** Except as noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area and shall hold the Association harmless from any such costs.

Section 25. Alienation of the Common Area. The Common Area-Tract A-is to remain common outdoor and recreational space for the enjoyment of the Association and the Planned Unit Development. The Association may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Lots unless the holders of at least 80 percent of the Owners of Lots not owned by Declarant at the time of vote and the Class B member, if any, have given their prior written approval and provided the Association has received City of Albany approval for any revisions or amendments to the existing land use approval in relation to the Common Area and the Plat. This provision shall not apply to a grant of the easements in the Common Area described herein or to dedications of Common Area to government authority or utility. A sale, transfer or encumbrance of the Common Area or any portion of the Common Area in accordance with this Section may provide that the Common Area so conveyed shall be released from any restriction imposed on such Common Area by this Declaration. No such sale, transfer or encumbrance may, however, deprive any Lot of such Building Lot's right of access or support without the written consent of the Owner of such Lot.

ARTICLE IX COMMON AREA

Section 1. Ownership. The Association owns the Common Area described as Tract A on the CHARTWELL STATION Plat.

Section 2. Maintenance. The Association shall maintain the recreation area, facilities and improvements contained in the Common Area. The Association shall maintain, provide appropriate lighting, and landscape the Common Area.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, or the Owner of any recorded mortgage on any part of said Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or thereafter imposed by the provisions of this Declaration, provided that the party seeking to enforce can show that its interests are adversely affected to some material degree by the failure to enforce. Failure by the Association, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. Any of the covenants and restrictions of this Declaration except for the easements and maintenance obligations herein above granted may be amended by a vote of seventy-five percent (75%) of Class A members and written approval of Class B members of the Association called at a meeting for that purpose; provided, however, that no condition or restriction that is required for compliance with a city, state, or federal agency approval of the subdivision development shall be amended without the written consent of such public entity. All amendments shall become effective when reduced to writing, executed by the appropriate Association officers and recorded in the Linn County Deed Records.

Section 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.

Section 5. Association Rules and Regulations. The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof. The method of adoption of such Rules and Regulations shall be provided in the Bylaws of the Association.

Section 6. Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws or Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations.

Section 7. Benefit of Provisions: Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of the 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 of the property Owners or their legal representatives, heirs, and 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.

Section 8. 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, have the same rights and powers and be subject to the same obligations and duties as are given and assumed by Declarant herein. All rights of Declarant herein reserved or created shall be held and exercised by the undersigned alone, so long as they own any interest in any portion of the Property.

Section 9. Unilateral Amendment by Declarant. Notwithstanding anything to the contrary otherwise stated herein, Declarant, in their sole discretion and based on good faith interpretation, reserve the right to

unilaterally amend the Declaration if necessary to comply with the requirements of the Oregon Planned Community Act, as in effect on the date of recording of this Declaration, and any other requirements of city, county, state or federal laws, agencies or directives.

IN WITNESS WHEREOF, the Owner of the Property have executed this Declaration this 1st day of November, 2004.

BBF DEVELOPMENT (CLOVER RIDGE), LLC,
an Oregon limited liability company

By _____

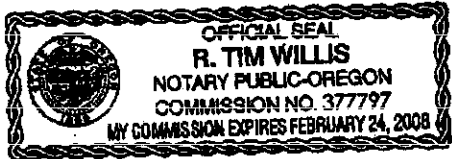
Myles Breadner, Manager

STATE OF OREGON)

)ss.

County of Benton)

The foregoing instrument was acknowledged before me this 1st day of November, 2004 by Myles Breadner, manager of BBF DEVELOPMENT (CLOVER RIDGE), LLC, an Oregon limited liability company on behalf of the LLC.



[Signature]
Notary Public for Oregon
My Commission Expires: 2/24/08

LIST OF EXHIBITS:

- Exhibit A - Real Property Description
- Exhibit B - Design Specifications for Fencing

Exhibit "A"
(Boundary of Chartwell Station)

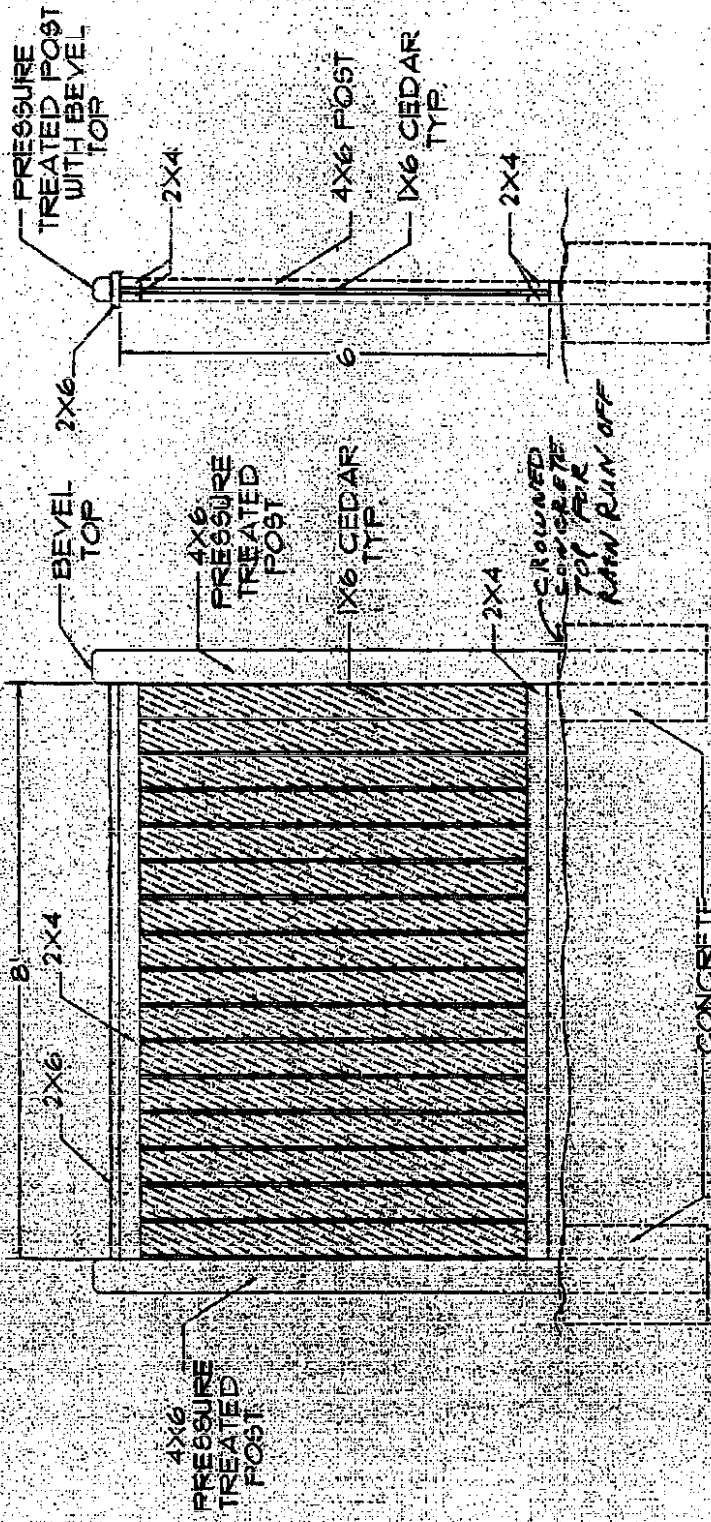
A tract of land described in Micro-film Volume 767 Page 965, and a portion of a tract of land described in Micro-film Volume 881 Page 422, Linn County, Oregon Deed Records, located in the Northeast Quarter of Section 19, and the Northwest Quarter of Section 20, Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon, and more particularly described as follows:

Beginning at a 5/8" Iron Rod at the most northerly corner of Lot 39, "First Addition to Pine Way" a subdivision recorded in Volume 15, Page 46, Linn County Records, Book of Plats, also in C.S. 14554 Linn County Survey Records; thence South $00^{\circ}43'23''$ West, along the west line of said subdivision, a distance of 771.00 feet to a point on the northerly right-of-way of the Southern Pacific Railroad; thence North $65^{\circ}30'08''$ West, along said right-of-way, a distance of 2314.02 feet to a point of intersection with the existing southerly top of bank of the Albany - Santiam Canal; thence along the arc of a curve to the left (the chord of which bears $S79^{\circ}27'23''E$ 397.01 feet) thence along the arc of said curve, a distance of 397.26 feet to a point; thence South $86^{\circ}09'18''$ East, along said top of bank, a distance of 1729.01 feet to the point of beginning.

Containing 17.78 Acres more or less

Basis of Bearing is the monumented west line of "First Addition to Pine Way" Plat as recorded in County Survey No. 14554.

Exhibit B



FRONT & BACK VIEW

SIDE VIEW

PAGE 5 OF 5

After recording return to:
Hayden Enterprises, Inc.
2464 SW Glacier Pl., Ste. 110
Redmond, OR 97756

NOTE: FIRST AMERICAN TITLE
IS RECORDING THIS DOCUMENT AS AN
ACCOMMODATION TO CLIENT ONLY AND WILL
NOT ASSUME ANY RESPONSIBILITY AS TO
ITS VALIDITY

ASSIGNMENT OF DECLARANT RIGHTS AND NAMING OF SUCCESSOR
DECLARANT FOR CHARTWELL STATION

WHEREAS the undersigned HAYDEN ENTERPRISES, INC. is the owner of Lots 1
through 70 known as the Chartwell Station plat, recorded in Book of Plats,
Volume 22, Page 04, December 17, 2004, Linn County, State of Oregon; and

WHEREAS, Hayden Enterprises, Inc. has acquired the entire portion of the interest in the
Chartwell Station property from BBF DEVELOPMENT (CLOVER RIDGE), LLC; and

WHEREAS, it is necessary to name Hayden Enterprises, Inc. as Declarant for the Lots
which it owns.

NOW, THEREFORE, Hayden Enterprises, Inc. shall be named as Declarant, and shall
have all rights of the Declarant as stated in the Covenants, Conditions and Restriction,
recorded in Volume 1660, Page 826, Linn County, State of Oregon.

IN WITNESS WHEREOF, the undersigned, being the former and present Owners of
Chartwell Station, have executed this Assignment of Declarant Rights.

BBF DEVELOPMENT (CLOVER RIDGE), LLC,
An Oregon limited liability company

By: [Signature]
Myles Breadner, Manager

Date: 2/28/05

HAYDEN ENTERPRISES, INC.
A Washington Corporation

By: [Signature]

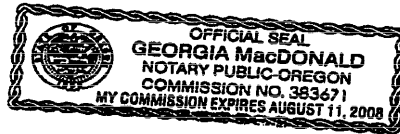
Title: PRESIDENT

Date: 1/12/05

Return to First American Title- 0503-81 (ACU)

VOL. 1690 PAGE 352

STATE OF OREGON)
County of Benton)ss



The foregoing instrument was acknowledged before me on this 28 day of Feb 2005, by Myles Breadner, Manager, BBF Development (Clover Ridge), LLC.

Georgia MacDONALD

Notary Public for Oregon
My Commission Expires:

STATE OF OREGON)
County of Deschutes)ss



The foregoing instrument was acknowledged before me on this 12 day of January 2005, for Hayden Enterprises, Inc., by Dennis Murphy, its President.

Colleen Buckendorf

Notary Public for Oregon
My Commission Expires: October 11, 2008

STATE OF OREGON
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By SW Deputy PAGE 351

MAR 21 2005

2005 MAR 21 P 3:47

MF 1690

26

After Recording Return To:
Hayden Enterprises, Inc.
2464 SW Glacier Place #110
Redmond, OR 97756

NOTE: FIRST AMERICAN TITLE
IS RECORDING THIS DOCUMENT AS AN
ACCOMMODATION TO CLIENT ONLY AND WILL
NOT ASSUME ANY RESPONSIBILITY AS TO
ITS VALIDITY

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHARTWELL STATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("Declaration") for Chartwell Station was recorded in Volume 1660, Page 826 of the Records in Linn County, Oregon; and

WHEREAS, the undersigned Owner desires to amend said Declaration and meets all of the requirements of Article X, Section 3 for ownership representation of lots in Chartwell Station, described in and subject to the Declaration.

NOW THEREFORE, said Declaration are hereby amended as follows:

Add to Article VIII, Section 10, entitled "Fences", item (d) as follows: "(d) All fences on Lots will be maintained in good appearance and structural condition by Owners in accordance with the provisions contained in this Declaration. The Association, at the sole discretion of the Board, will structurally maintain the fence on the southerly boundary of Lots 26 through 43, generally parallel with the railroad tracks. The external finish on the side of the fence toward the railroad tracks will be maintained as needed by the Association, at the sole discretion of the Board, and will be excluded from the provisions of Article VIII, Section 10 (c) as regards painted fences."

All other provisions of said Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand this 12 day of April, 2005.

HAYDEN ENTERPRISES, INC.
A Washington corporation

By: [Signature]
Name: DENNIS P. MURPHY

STATE OF OREGON }
 } ss.
County of Deschutes }

This instrument was acknowledged before me on this 12 day of April 2005, by Dennis Murphy, who is the President of Hayden Enterprises, Inc, a Washington corporation.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: October 11, 2008

Chartwell Amend 041105

Return to First American Title: 0504-111 (CALCO)

VOL. 1700 PAGE 579

STATE OF OREGON
County of Linn

I hereby certify that the attached
was received and duly recorded
by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By AS Deputy PAGE 578

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2005 APR 15 P 3:46

16

After Recording Return To:
Hayden Enterprises, Inc.
2464 SW Glacier Place #110
Redmond, OR 97756

**NOTE: FIRST AMERICAN TITLE
IS RECORDING THIS DOCUMENT AS AN
ACCOMMODATION TO CLIENT ONLY AND WILL
NOT ASSUME ANY RESPONSIBILITY AS TO
ITS' VALENTY**

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHARTWELL STATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions ("Declaration") for Chartwell Station was recorded in Volume 1660, Page 826, and as amended by a document recorded in Volume 1700, Page 578 on April 15, 2005, all of the Records in Linn County, Oregon; and

WHEREAS, the undersigned Owner desires to amend said Declaration and meets all of the requirements of Article X, Section 3 for ownership representation of lots in Chartwell Station, described in and subject to the Declaration.

NOW THEREFORE, said Declaration is hereby amended as follows:

Article VIII, Section 11 (a), entitled "Buildings Materials and Conditions", shall now read as follows: "(a) Each single-family dwelling must contain a minimum of 1000 square feet excluding garage. Each single-family dwelling must contain, as a minimum, a one (1) car garage."

All other provisions of said Declaration shall remain unchanged.

IN WITNESS WHEREOF, the undersigned has hereunder set its hand this 2 day of May, 2005.

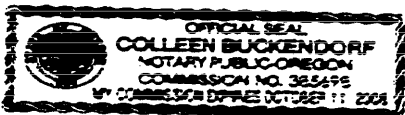
HAYDEN ENTERPRISES, INC.
A Washington corporation

By: [Signature]

Name: Hayden Watson

STATE OF OREGON)
County of Deschutes) ss.

This instrument was acknowledged before me on this 2 day of May 2005, by Hayden Watson, who is the CEO of Hayden Enterprises, Inc, a Washington corporation.



[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: October 11, 2008

Chartwell CCR Amend #2 042705

Return to First American Title- 0505-124 (ALCO)

VOL. 1708 PAGE 746

STATE OF OREGON
County of Linn

I hereby certify that the attached
was received and duly recorded
by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk

By SD Deputy

MF 1708
745

M
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2005 MAY -9 PM 12:02

16