

EDGEWATER AT CLOVER RIDGE

C.S. 24276

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38
 IN N.W.1/4 SEC. 03, T.11 S., R.3 W., W.M.
 CITY OF ALBANY, LINN COUNTY, OREGON

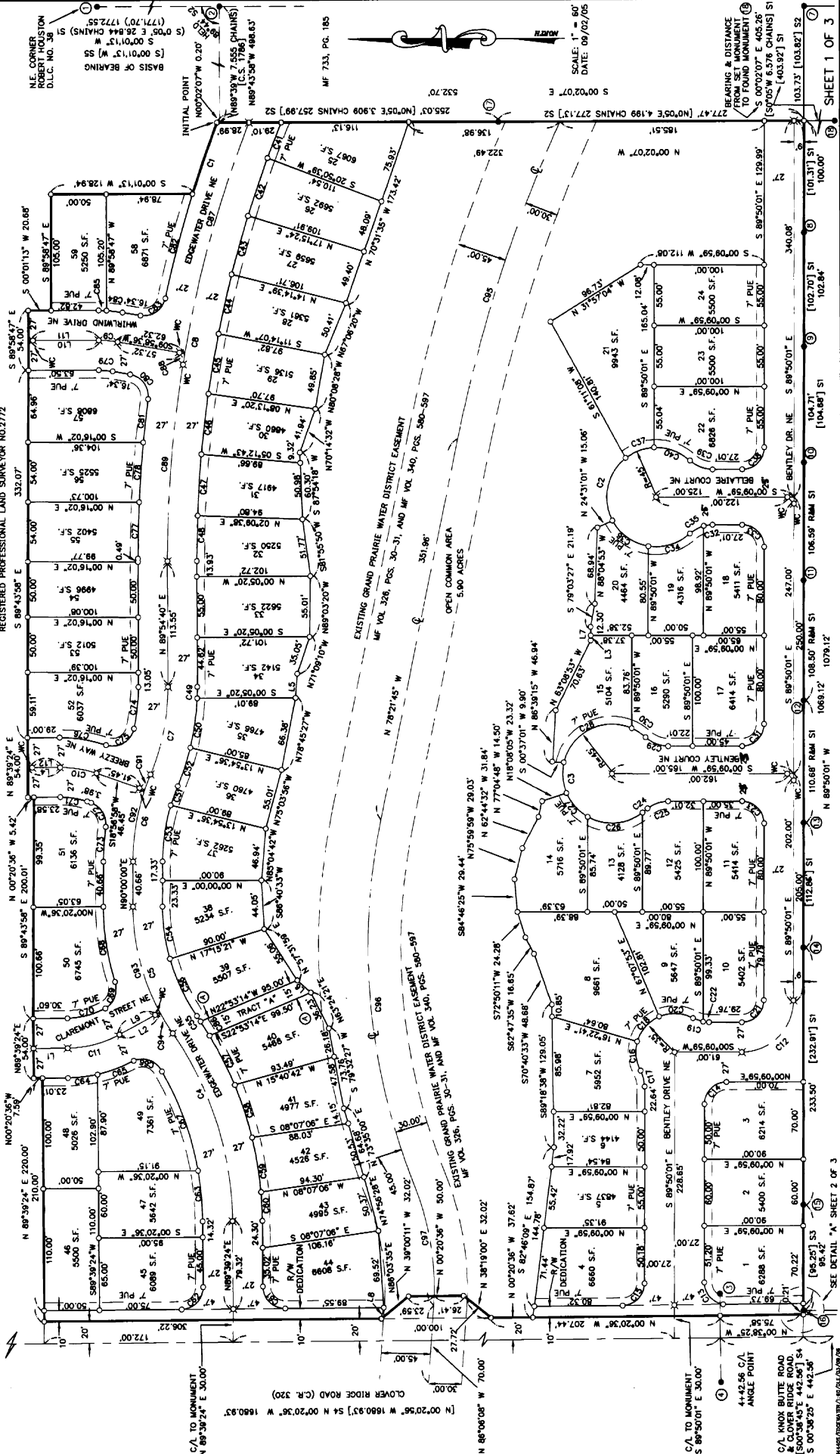
REGISTERED PROFESSIONAL LAND SURVEYOR
 DENNIS L. EDWARDS
 OREGON
 DENNIS L. EDWARDS
 2772
 RENEW BY: 12/31/07

REGISTERED PROFESSIONAL LAND SURVEYOR NO.2772
 DENNIS L. EDWARDS
 332.07
 I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT
 COPY OF THE ORIGINAL PLAT.
 DENNIS L. EDWARDS
 MULTI-TECH ENGINEERING SERVICES, INC.
 1155 13TH ST. SE.
 SALEM, OREGON 97302
 503-363-9227

BY:
 MULTI-TECH ENGINEERING SERVICES, INC.
 COUNTY SURVEY
 NORTH-SOUTH DIRECTION
 EAST-WEST DIRECTION
 MICROFILM DEED RECORD
 PLAT BOOK
 PAGE
 RECORD

LEGEND CONTINUED:
 () = RECORD BEARING & DISTANCE AS NOTED.
 () = AS NOTED
 () = AS NOTED
 C.S. = COUNTY SURVEY
 I.R. = IRON ROD
 P.G. = PLASTIC CAP MARKED "MULTI/TECH ENG."
 M.F. = METAL FLAG
 W.P. = WITNESS CORNER
 R.M. = RECORD EQUALS MEASURED

NOTES:
 1. ALL PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES
 ADJACENT TO PUBLIC STREETS.
 2. OPEN COMMON AREA IS TO BE OWNED AND MAINTAINED BY THE
 EDGEWATER AT CLOVER RIDGE HOME OWNERS ASSOCIATION.
 3. TRACT "A" IS A 15' WIDE PEDESTRIAN RIGHT-OF-WAY (1438 S.F.)
 STREET INTERSECTIONS, DUE TO THE PLACEMENT
 OF WITNESS CORNERS, THE PLACEMENT OF SANITARY/SANITATION
 CLEAN-OUTS AT THE NORTH END OF BREZLY WAY &
 WHIRLWIND DR. NE A WITNESS CORNER WAS SET
 AT 500'07.13" W. 1.00 FEET FROM THE ORIGINAL CORNER
 ON WHIRLWIND DRIVE NE.



SHEET 1 OF 3

EDGEWATER AT CLOVER RIDGE

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38 IN N.W.1/4 SEC. 03, T.11 S., R.3 W., W.M. CITY OF ALBANY, LINN COUNTY, OREGON

C.S. 24276

- MONUMENT NOTES:**
- ① = HELD 3 1/4" ALUMINUM CAP MARKED N.E. CORNER B.L.C. 38 REMON BK. 15 PG. 216
 - ② = HELD N-S 1" I.P. S89°42'55"E 0.35' C.S. 1505
 - ③ = HELD FOR R/W 5/8" I.R. W/PC "L" IN CO. SURVEYOR FLUSH 40.00' RT C.S. 23291.
 - ④ = HELD FOR R/W 5/8" I.R. W/PC "L" IN CO. SURVEYOR FLUSH 45.00' LT C.S. 23291.
 - ⑤ = HELD FOR R/W 5/8" I.R. W/PC "L" IN CO. SURVEYOR FLUSH 40.00' RT C.S. 23291.
 - ⑥ = HELD FOR R/W 5/8" I.R. W/PC "L" IN CO. SURVEYOR FLUSH 45.00' LT C.S. 23291.
 - ⑦ = ON E-W LINE 1" I.P. -0.5' C.S. 1786 [3/4" I.R.] C.S. 1786
 - ⑧ = HELD N-S LINE 1" I.P. -0.3' C.S. 1505 [3/4" I.R.] C.S. 1505
 - ⑨ = ON E-W LINE 3/4" I.R. C.S. 1505
 - ⑩ = ON E-W LINE 1/2" X 1/2" SQUARE I.R. C.S. 1505
 - ⑪ = ON E-W LINE 1/2" I.P. -0.3' C.S. 1505 [1/2" I.R.] C.S. 1505
 - ⑫ = ON E-W LINE 1/2" I.R. -0.3' C.S. 1505
 - ⑬ = ON E-W LINE 5/8" I.R. -0.3' C.S. 1505
 - ⑭ = ON E-W LINE 3/4" I.R. -0.3' C.S. 1505
 - ⑮ = HELD N-S 1/2" BOLT C.S. 1505 [3/4" I.R.] C.S. 1505
 - ⑯ = ON E-W LINE 5/8" I.R. W/PC (S 56.591" C.S. 23687
 - ⑰ = HELD FOR E-W LINE 3/4" I.P. -0.5' C.S. 1442
 - ⑱ = HELD FOR E-W LINE 1" I.P. C.S. 1505

BY: MULTI/TECH ENGINEERING SERVICES, INC.
1125 13TH ST. SE.
SALM, OREGON 97302
503-363-9227

SURVEY REFERENCES:
S1 = C.S. 1505
S2 = C.S. 1786
S3 = C.S. 23687
S4 = C.S. 1442
S5 = C.S. 1442
S6 = C.S. 23852 "WIND IN THE WILLOWS" PLAT.

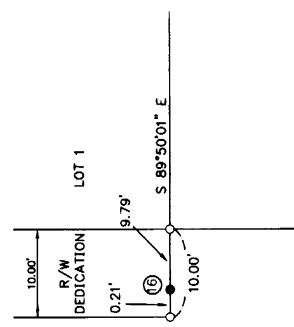
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	03°32'46"	174.00	18.46	57.89	S 70°53'33" W
C2	06°00'55"	173.00	18.46	57.89	N 77°45'33" W
C3	09°17'33"	227.00	36.82	76.78	N 71°26'37" E
C4	17°05'15"	173.00	51.59	51.40	S 81°27'22" E
C5	15°52'53"	173.00	47.95	47.80	N 82°03'29" E
C6	01°02'08"	327.00	5.99	5.99	S 85°34'56" E
C7	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C8	08°46'17"	327.00	50.06	50.01	N 80°42'23" E
C9	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C10	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C11	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C12	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C13	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C14	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C15	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C16	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C17	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C18	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C19	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C20	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C21	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C22	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C23	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C24	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C25	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C26	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C27	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C28	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C29	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C30	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C31	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C32	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C33	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C34	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C35	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C36	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C37	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C38	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C39	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C40	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C41	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C42	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C43	15°58'48"	173.00	55.35	55.33	S 20°43'12" E
C44	08°47'16"	327.00	50.15	50.10	N 83°00'31" E
C45	04°33'53"	327.00	26.05	26.04	N 87°22'26" E
C46	90°00'00"	20.00	31.42	28.28	N 44°39'24" E
C47	90°00'00"	20.00	31.42	28.28	N 45°20'36" W
C48	08°37'57"	273.00	45.90	45.84	S 84°50'26" W
C49	15°58'48"	173.00	55.35	55.33	S 20°43'12" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°20'36" E	30.60
L2	S 28°33'36" E	41.89
L3	N 89°54'36" W	26.57
L4	N 89°54'36" W	26.57
L5	N 89°54'36" W	21.91
L6	S 41°54'06" W	16.58
L7	N 89°54'36" W	7.73
L8	S 77°13'40" E	10.27
L9	S 28°33'36" E	36.89
L10	S 00°20'36" E	63.50
L11	S 00°20'36" E	27.50
L12	S 00°20'36" E	27.80

DETAIL "A"
NOT TO SCALE



REGISTERED PROFESSIONAL LAND SURVEYOR
Dennis L. Edwards
JULY 10, 1988
RENEW BY: 12/31/07

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
Dennis L. Edwards
REGISTERED PROFESSIONAL LAND SURVEYOR NO.2772

EDGEWATER AT CLOVER RIDGE

C.S. 24276

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38
IN N.W.1/4 SEC. 03, 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 THE STATE OF OREGON, SAY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN HEREON AS EDGEWATER AT CLOVER RIDGE, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE ROBERT HOUSTON DONATION LAND CLAIM, CLIN COUNTY RESTORATION BOOK 15, PAGE 216, THENCE S00°01'13"W, ALONG THE EAST LINE OF THE ROBERT HOUSTON DONATION LAND CLAIM, A DISTANCE OF 1772 FEET, TO AN IRON PIPE AT THE NORTHEAST CORNER OF MF VOL 733, PAGE 185, LINN COUNTY, OREGON DEED RECORDS; THENCE N89°43'58"W, ALONG THE NORTH LINE OF SAID DEED, A DISTANCE OF 498.63 FEET TO THE NORTHWEST CORNER OF SAID DEED, COINCIDENT WITH THE NORTHEAST CORNER OF MF VOL 1278, PAGE 376, LINN COUNTY, OREGON DEED RECORDS; THENCE N00°02'07"W, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID DEED, A DISTANCE OF 0.20 FEET, TO THE TRUE POINT OF BEGINNING, MARKED BY A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "MULTI/TECH ENG."; THENCE S00°02'07"E, ALONG THE EAST LINE OF SAID DEED, A DISTANCE OF 532.70 FEET; THENCE N89°50'01"W, A DISTANCE OF 1079.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLOVER RIDGE ROAD (COUNTY ROAD NUMBER 320); THENCE N00°38'25"W, ALONG THE EAST RIGHT-OF-WAY LINE OF CLOVER RIDGE ROAD (COUNTY ROAD NUMBER 320), A DISTANCE OF 75.58 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE; THENCE N00°20'36"W, ALONG THE EAST RIGHT-OF-WAY LINE OF CLOVER RIDGE ROAD (COUNTY ROAD NUMBER 320), A DISTANCE OF 207.44 FEET, TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE N38°19'00"E, A DISTANCE OF 32.02 FEET, TO AN ANGLE POINT; THENCE N39°00'11"W, A DISTANCE OF 50.00 FEET, TO AN ANGLE POINT; THENCE N00°20'36"W, A DISTANCE OF 32.02 FEET, TO AN ANGLE POINT; THENCE N00°20'36"W, A DISTANCE OF 306.22 FEET, TO A POINT; THENCE N89°39'24"E, LEAVING SAID RIGHT-OF-WAY, PARALLEL TO CLOVER RIDGE ROAD (COUNTY ROAD NUMBER 320), A DISTANCE OF 7.59 FEET, TO A POINT; THENCE N89°39'24"E, A DISTANCE OF 54.00 FEET, TO A POINT; THENCE S89°43'58"E, A DISTANCE OF 5.42 FEET, TO A POINT; THENCE N89°39'24"E, A DISTANCE OF 54.00 FEET, TO A POINT; THENCE S89°43'58"E, A DISTANCE OF 332.07 FEET, TO A POINT; THENCE S00°01'13"W, A DISTANCE OF 20.68 FEET, TO A POINT; THENCE S89°58'47"E, A DISTANCE OF 105.00 FEET, TO A POINT; THENCE S00°01'13"W, A DISTANCE OF 128.94 FEET, TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1100.00 FEET, (THE CHORD OF WHICH BEARS S70°45'25"E 68.18 FEET), A DISTANCE OF 68.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 17.06 ACRES OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 11 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF ALBANY, LINN COUNTY, OREGON.

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF TWO TRACTS OF LAND DESCRIBED IN MF VOL 1278, PAGE 376, AND MF VOL 1404, PAGE 733, LINN COUNTY, OREGON DEED RECORDS, INTO LOTS, TRACTS, AND STREETS. THE BASE BEARING OF (SOUTH 00°01'13" WEST) IS THE EAST LINE OF THE ROBERT HOUSTON DONATION LAND CLAIM NUMBER 38, ESTABLISHED PER C.S. 23952, "WIND IN THE WILLOWS" PLAT. THE EAST LINE WAS ESTABLISHED HOLDING MONUMENT NO. 2, THE RECORD UNCLE CORNER BY MONUMENTS 100, AND THE NORTHERLY EXTENSION OF THE SOUTH LINE WAS ESTABLISHED HOLDING THE FOUND MONUMENTS NO. 7-16. THE WEST LINE WAS ESTABLISHED AT 20.00 FEET EAST OF THE ESTABLISHED CENTERLINE OF CLOVER RIDGE ROAD (C.R. 320) USING RECORD DATA FROM C.S. 23291. THE NORTH LINE WAS ESTABLISHED PER CLIENTS REQUIREMENTS.

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

APPROVALS & ACCEPTANCE

CITY OF ALBANY PLANNING REFERENCE NO.: 50-09-05

James Thomas Mayor
CITY OF ALBANY COMMUNITY DEVELOPMENT DIRECTOR

Mark Tucker Director
CITY OF ALBANY PUBLIC WORKS DIRECTOR

Charles W. Sells
LINN COUNTY SURVEYOR

APPROVED: LINN COUNTY BOARD OF COMMISSIONERS

Proger Commissioner
COMMISSIONER

Woods Commissioner
COMMISSIONER

I CERTIFY THAT ALL TAXES ON THE ABOVE DESCRIBED PROPERTY ARE PAID AS OF THIS 14th DAY OF APRIL, 2003.

Mark Tucker
LINN COUNTY ASSESSOR/TAX COLLECTOR

STATE OF OREGON
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 28, PAGE 01, ON THIS 17th DAY OF APRIL, 2003, AT 10:08 O'CLOCK AM, TARGET SHEET RECORDED IN

DOCUMENT NO. 2006-08893
BY: *Steve Druckenmiller* Linn County Clerk

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT BREADNER FRITZ DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, AND BREADNER PARKER & ASSOCIATES (CLOVER RIDGE) LLC, AND OREGON LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON, MADE, AND DESIRING TO DISPOSE OF THE SAME INTO LOTS, TRACTS, AND STREETS, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE ATTACHED MAP. THE NAME TO BE KNOWN AS EDGEWATER AT CLOVER RIDGE. WE HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, AND TRACT "A", WHICH IS A PEDESTRIAN RIGHT-OF-WAY.

WE ALSO HEREBY GRANT THE EASEMENTS AS SHOWN ON THE ATTACHED MAP.

MYLES BREADNER DATE 3-9-06
MEMBER OF BREADNER FRITZ DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY

STATE OF OREGON S.S.
COUNTY OF MARION

ON THIS 1st DAY OF March, 2006, PERSONALLY APPEARED MYLES BREADNER, MEMBER AND ON BEHALF OF THE BREADNER FRITZ DEVELOPMENT, LLC, AN OREGON LIMITED LIABILITY COMPANY, OREGON LIMITED LIABILITY COMPANY, AND ASSOCIATES (CLOVER RIDGE) LLC, OREGON LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

Brian M. Boaz PRINTED NAME
NOTARY PUBLIC OREGON

COMMISSION NO. 400475
MY COMMISSION EXPIRES: 12-15-09

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 DOCUMENT NO. _____ 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 DOCUMENT NO. _____ LINN COUNTY, OREGON DEED RECORDS.

LINN COUNTY SURVEYOR DATE



I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
Dennis L. Edwards
DENNIS L. EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2772

RENEW BY: 12/31/07

EDGEWATER AT CLOVER RIDGE PHASE 2

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38
IN N.W.1/4 SEC. 03, & N.E. 1/4 SEC. 04, T.11 S., R.3 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON

C.S. 24392

BY
MULTI/TECH ENGINEERING SERVICES, INC
1155 13TH ST SE
SALEM OREGON 97302
503-385-9227

SURVEYOR'S CERTIFICATE

I, DENNIS L EDWARDS A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON SAY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN HEREON AS EDGEWATER AT CLOVER RIDGE PHASE 2, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF LOT 39, 278 LINN COUNTY RIDGE SUBDIVISION (RECORDS AS C.S. 24278 LINN COUNTY OREGON SURVEY RECORDS) THENCE N00°05'46"E DISTANCE OF 174.00 FEET TO A POINT THENCE N89°43'58"W A DISTANCE OF 35.67 FEET TO A POINT THENCE N00°16'02"E A DISTANCE OF 100.01 FEET TO A POINT THENCE N89°43'58"W A DISTANCE OF 457.68 FEET TO A POINT THENCE S89°39'24"W A DISTANCE OF 54.00 FEET TO A POINT THENCE S00°20'36"E A DISTANCE OF 34.43 FEET TO A POINT THENCE S89°43'58"W A DISTANCE OF 193.12 FEET TO A POINT THENCE N00°16'02"E TO THE RIGHT WITH A RADIUS OF 130.00 FEET (THE CHORD OF WHICH BEARS N127°13'07"E B 46 FEET) TO A POINT THENCE N89°43'58"W A DISTANCE OF 79°33'36" B 46 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLOVER RIDGE ROAD (COUNTY ROAD NUMBER 320) THENCE S00°20'36"E ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROAD A DISTANCE OF 253.26 FEET TO A POINT THENCE N89°39'24"E ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID EDGEWATER AT CLOVER RIDGE PLAT A DISTANCE OF 220.00 FEET TO THE NORTHEAST CORNER OF LOT 48 OF SAID PLAT THENCE N00°20'36"W A DISTANCE OF 7.59 FEET TO A POINT THENCE N89°39'24"E A DISTANCE OF 54.00 FEET TO THE NORTHWEST CORNER OF LOT 50 OF SAID PLAT THENCE S89°43'58"E A DISTANCE OF 200.01 FEET TO THE NORTHEAST CORNER OF LOT 51 OF SAID PLAT THENCE N00°20'36"W A DISTANCE OF 5.42 FEET TO A POINT THENCE N89°39'24"E A DISTANCE OF 54.00 FEET TO THE NORTHWEST CORNER OF LOT 52 OF SAID SUBDIVISION THENCE S89°43'58"E A DISTANCE OF 332.07 FEET TO THE NORTHEAST CORNER OF LOT 57 OF SAID SUBDIVISION THENCE S89°58'47"E A DISTANCE OF 54.00 FEET TO A POINT THENCE S00°01'13"W A DISTANCE OF 20.68 FEET TO THE NORTHWEST CORNER OF LOT 59 OF SAID SUBDIVISION THENCE S89°58'47"E A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING

THE ABOVE-DESCRIBED PARCEL CONTAINS 5.76 ACRES OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 3 & THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 11, SOUTH RANGE 3 WEST WILLAMETTE MERIDIAN CITY OF ALBANY LINN COUNTY OREGON

Dennis L Edwards
DENNIS L EDWARDS P L S 2772

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF THREE TRACTS OF LAND DESCRIBED IN MF VOL 1501 PAGE 231 AND MF VOL 1404 PAGE 733 LINN COUNTY OREGON DEED RECORDS INTO LOTS TRACTS AND STREETS THE BASE BEARING OF (SOUTH 00°01'13" WEST) IS THE EAST LINE OF THE ROBERT HOUSTON DONATION LAND CLAIM NUMBER 38 ESTABLISHED PER C.S. 23952 "WIND IN THE WILLOWS" PLAT THE FOUND MONUMENTS SET IN EDGEWATER AT CLOVER RIDGE SUBDIVISION PLAT EAST OF THE ESTABLISHED CENTERLINE OF CLOVER RIDGE ROAD (R 320) USING RECORD DATA FROM C.S. 23931

THE NORTH AND EAST LINES WERE ESTABLISHED PER CLIENTS REQUIREMENTS

APPROVALS & ACCEPTANCE

CITY OF ALBANY PLANNING REFERENCE NO SD-09-05

Janet Thomas
CITY OF ALBANY COMMUNITY DEVELOPMENT DIRECTOR
DATE 9-26-06

Debra Stalhammer
CITY OF ALBANY PUBLIC WORKS DIRECTOR
DATE 10-3-06

Debra M. O'Brien
LINN COUNTY SURVEYOR
DATE 10-10-06

APPROVED LINN COUNTY BOARD OF COMMISSIONERS

Roger Thigpen
COMMISSIONER
DATE 10/3/06

ATL
COMMISSIONER
DATE 3 OCTOBER

John
COMMISSIONER
DATE 10-4-06

I CERTIFY THAT ALL TAXES ON THE ABOVE DESCRIBED PROPERTY ARE PAID AS OF THIS 10th DAY OF OCTOBER 2006.

Mark Neuber
LINN COUNTY ASSESSOR/TAX COLLECTOR

STATE OF OREGON SS
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 23 PAGE 14 ON THIS 10th DAY OF October 2006 AT 2:19 O'CLOCK PM TARGET SHEET RECORDED IN DOCUMENT NO 2006-24772

Jane M. Miller
BY JANE DRUCKENMILLER LINN COUNTY CLERK

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT BREADNER PARKER & ASSOCIATES (CLOVER RIDGE) LLC AN OREGON LIMITED LIABILITY COMPANY ALSO KNOWN AS BREADNER PARKER & ASSOC (CLOVER RIDGE) LLC LIMITED LIABILITY COMPANY BEING THE OWNERS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON MADE AND DESIRING TO DISPOSE OF THE SAME INTO LOTS AND STREETS HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE ATTACHED MAP THE NAME TO BE KNOWN AS EDGEWATER AT CLOVER RIDGE PHASE 2, AND HEREBY DEDICATE TO THE PUBLIC USE FOREVER WITHOUT RESERVATION OR RESTRICTION THE STREETS USE SHOWN ON THE ATTACHED MAP AND HEREBY DEDICATE TO THE CITY OF ALBANY THE WESTERLY 10 OF THE PROPERTY FOR ROAD RIGHT-OF-WAY AS SHOWN ON THE ATTACHED MAP. WE ALSO HEREBY GRANT THE EASEMENTS AS SHOWN ON THE ATTACHED MAP

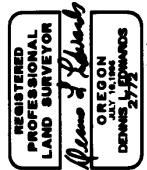
Myles Breadner
MYLES BREADNER
MEMBER OF BREADNER PARKER & ASSOCIATES
(CLOVER RIDGE) LLC AN OREGON LIMITED LIABILITY COMPANY
DATE 9.12.06

Myles Breadner
BREADNER PARKER & ASSOC (CLOVER RIDGE) LLC LIMITED LIABILITY COMPANY
DATE 9.12.06

STATE OF OREGON SS
COUNTY OF MARION

ON THIS 17th DAY OF SEP 2006 PERSONALLY APPEARED MYLES BREADNER MEMBER AND ON BEHALF OF THE BREADNER PARKER & ASSOCIATES (CLOVER RIDGE) LLC AN OREGON LIMITED LIABILITY COMPANY COMRADE COMPANY AND DEED INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED

Susan J Ryan
NOTARY PUBLIC - OREGON
COMMISSION NO 377291
PRINTED NAME
MY COMMISSION EXPIRES SEPTEMBER 30, 2007



EDGEWATER AT CLOVER RIDGE PHASE 3

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38
IN THE N.W.1/4 SEC. 03, T.11 S., R.3 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON

C.S. 24763

NOTES:

1. A 7' PUBLIC UTILITY EASEMENT IS TO EXIST ON LOT LINES ADJACENT TO PUBLIC STREETS.
2. A 20' WIDE PERPETUAL NONEXCLUSIVE EASEMENT DEDICATED TO THE CITY OF ALBANY
3. A 40' WIDE "SPECIAL NO-BUILD SETBACK" NO PRIMARY OR SECONDARY RESIDENTIAL STRUCTURES ALLOWED.

SURVEY REFERENCES:

- P1 = RECORD DATA FROM "EDGEWATER AT CLOVER RIDGE" C.S. 24276
- P2 = RECORD DATA FROM "EDGEWATER AT CLOVER RIDGE PHASE 2" C.S. 24392
- S1 = RECORD DATA FROM C.S. 23291

MONUMENT NOTES:

- ① = HELD 3 1/4" ALUMINUM CAP MARKED N.E. CORNER D.L.C. 38 REMON BK. 15, P.C. 216, C.S. 23291
- ② = HELD 3 1/4" ALUMINUM CAP MARKED S.E. CORNER D.L.C. 38 REMON BK. 15, P.C. 216, C.S. 23291
- ③ = HELD FOR CORNER 5/8" I.R. W/PC "MULTI/TECH ENG." FLUSH C.S. 24276
- ④ = HELD FOR CORNER 5/8" I.R. W/PC "MULTI/TECH ENG." FLUSH C.S. 24392
- ⑤ = HELD FOR CENTERLINE (3" W/8" I.R. W/ALUMINUM CAP "MULTI/TECH ENG." FLUSH C.S. 24392-PAVED OVER
- ⑥ = HELD N-S 1" I.P. 5894428"E, 0.35' C.S. 1505

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E.
SALIM, OREGON 97302
503-363-9272

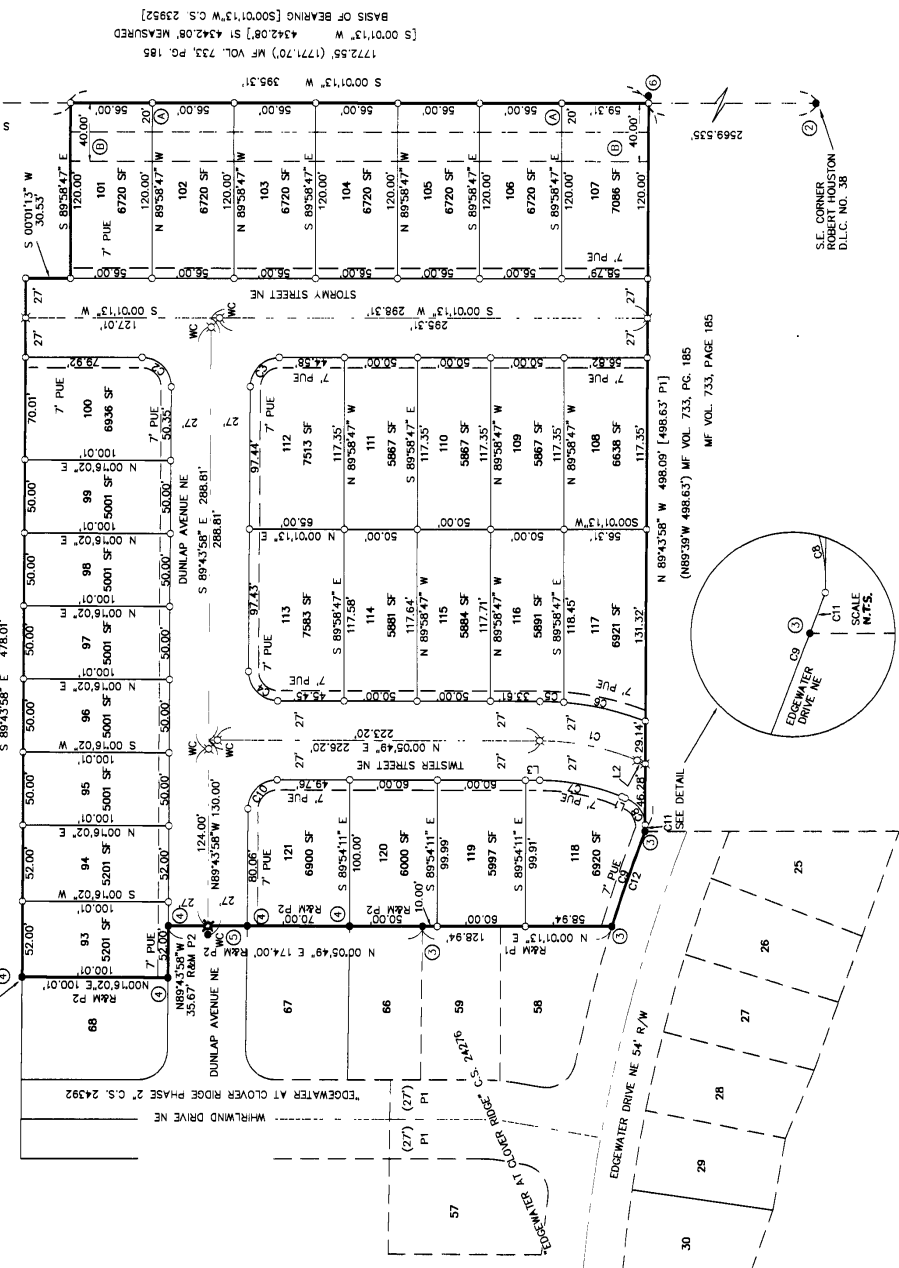
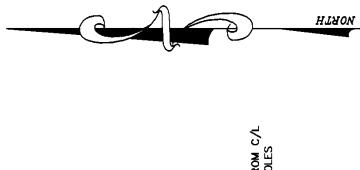
N.E. CORNER
ROBERT HOUSTON
D.L.C. NO. 38

S.E. CORNER
ROBERT HOUSTON
D.L.C. NO. 38

LEGEND:

- = MONUMENT FOUND AS NOTED
- = SET A 5/8" X 30" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "MULTI/TECH ENG."
- ⊗ = SET A 5/8" X 30" IRON ROD WITH AN ALUMINUM CAP MARKED "MULTI/TECH ENG." AT CENTERLINE OF STREETS.
- () = DEED RECORD BEARING & DISTANCE AS NOTED.
- [] = SURVEY RECORD BEARING & DISTANCE AS NOTED.
- RAM = RECORD EQUALS MEASURED AS NOTED.
- B.O.T.P. = BOOK OF TOWN PLATS
- R/W = ROAD RIGHT-OF-WAY
- C.S. = COUNTY SURVEY
- I.R. = IRON ROD
- W/PC = W/ALUMINUM CAP
- C/L = CENTERLINE
- DOC. NO. = DEED DOCUMENT NUMBER
- R. = REEL
- R. = MICRO-FILM VOLUME
- MFVOL. = MICRO-FILM VOLUME
- WC = WITNESS CORNERS SET 3.00 FEET WEST & SOUTH FROM C/L DUE TO THE PLACEMENT OF SANITARY SEWER MANHOLES
- L.C.D.R. = LINN COUNTY DEED RECORDS

SCALE: 1" = 60'
DATE: 04/23/07



1772.55' (1771.70)' MF VOL. 733, PG. 185
[S 00°01'13\" W 4342.08'] S1 4342.08' MEASURED
BASIS OF BEARING [S00°01'13\" W C.S. 23992]

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	173.00	68.32	67.88	N 11°24'38\" E	2737.39
C2	20.00	31.50	28.35	S 44°08'37\" E	9014.49
C3	20.00	31.33	28.22	S 44°51'23\" E	8945.11
C4	20.00	31.48	28.33	N 45°10'36\" E	9670.13
C5	20.00	31.41	28.22	N 47°29'33\" E	1476.40
C6	146.00	57.66	57.28	S 11°24'38\" W	2237.39
C7	20.00	28.41	26.08	S 59°54'46\" W	8123.53
C8	1100.00	68.76	68.75	N 70°44'31\" W	0334.54
C9	20.00	31.36	28.24	S 44°49'05\" E	8949.47
C10	1100.00	0.57	0.57	N 68°57'41\" W	00701.47
C12	1100.00	68.19	68.18	N 70°45'25\" W	0333.06

LINE	BEARING	DISTANCE
1	S 24°33'28\" W	2.66
2	S 72°43'48\" W	9.58
3	S 00°05'49\" W	9.58

REGISTERED PROFESSIONAL LAND SURVEYOR
Allen L. Edwards
OREGON
DENNIS L. EDWARDS
2772
R.F.W. BY 2772/17/09

I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
Allen L. Edwards
DENNIS L. EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR NO.2772

EDGEWATER AT CLOVER RIDGE PHASE 3

IN THE ROBERT HOUSTON DONATION LAND CLAIM NO. 38
IN THE N.W.1/4 SEC. 03, T.11 S., R.3 W., W.M.
CITY OF ALBANY, LINN COUNTY, OREGON

C.S. 24763

BY:
MULTI/TECH ENGINEERING SERVICES, INC.
1155 13TH ST. S.E.
SALEM, OREGON 97302
503-363-9227

SURVEYOR'S CERTIFICATE

I, DENNIS L. EDWARDS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, SAY THAT I HAVE SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND SHOWN HEREON AS EDGEWATER AT CLOVER RIDGE PHASE 3, A SUBDIVISION PLAT RECORDED AS C.S. 24392, LINN COUNTY, OREGON SURVEY RECORDS. THESE MONUMENTS ARE LOCATED AT THE NORTH-EAST CORNER OF LOT 68, EDGEWATER AT CLOVER RIDGE PHASE 2, A SUBDIVISION PLAT RECORDED AS C.S. 24392, LINN COUNTY, OREGON SURVEY RECORDS. THESE MONUMENTS ARE LOCATED AT THE EASTERN EXTENSION OF THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 478.01 FEET TO A POINT; THENCE S00°01'13"W LEAVING SAID LINE, A DISTANCE OF 30.53 FEET TO A POINT; THENCE S89°58'47"E, A DISTANCE OF 120.00 FEET, TO THE EAST LINE OF THE ROBERT HOUSTON D.L.C. NO. 38; THENCE S00°01'13"W ALONG SAID D.L.C. LINE, A DISTANCE OF 395.31 FEET, TO A POINT; THENCE N89°43'58"W, A DISTANCE OF 498.09 FEET, TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1100.00 FEET, (THE CHORD OF WHICH BEARS N70°44'31"W, 68.75 FEET), THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.76 FEET, TO THE SOUTHEAST CORNER OF LOT 58, EDGEWATER AT CLOVER RIDGE, A SUBDIVISION PLAT RECORDED AS C.S. 24276; THENCE N00°01'13"E, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 128.94 FEET, TO THE SOUTHEAST CORNER OF LOT 66, EDGEWATER AT CLOVER RIDGE PHASE 2; THENCE N00°05'49"E, ALONG THE EAST LINE OF SAID LOT, AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 174.00 FEET, TO A POINT; THENCE N89°43'58"W, ALONG THE NORTHERLY RIGHT-OF-WAY OF DUNLAP AVENUE NE, A DISTANCE OF 35.67 FEET, TO THE SOUTHEAST CORNER OF LOT 68, OF SAID SUBDIVISION; THENCE N00°16'02"E, ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 100.01 FEET, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 5.48 ACRES OF LAND, LOCATED IN NORTHWEST QUARTER OF SECTION 3, & THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, CITY OF ALBANY, LINN COUNTY, OREGON.

Dennis L. Edwards

DENNIS L. EDWARDS P.L.S. 2772

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF TWO TRACTS OF LAND DESCRIBED IN MF VOL 1730, PAGE 260, AND MF VOL 1404, PAGE 733, LINN COUNTY, OREGON DEED RECORDS, INTO LOTS, AND STREETS. THE BASE BEARING OF (SOUTH 00°01'13" WEST) IS THE EAST LINE OF THE ROBERT HOUSTON DONATION LAND CLAIM NUMBER 38, ESTABLISHED PER C.S. 23952, "WIND IN THE WILLOWS" PLAT. FROM THE SOUTH LINE WAS ESTABLISHED HOLDING RECORD BEARING [N89°43'58"W] FROM THE COMPUTED POINT ON THE EAST LINE OF THE ROBERT HOUSTON D.L.C. NO. 38, SAID POINT BEARS N89°44'26"W, 0.35' FROM MONUMENT NO. 6, AND INTERSECTING WITH THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EDGEWATER DRIVE NE, PER THE PLAT OF "EDGEWATER AT CLOVER RIDGE" AS ESTABLISHED BY HOLDING THE FOUND MONUMENTS SET IN "EDGEWATER AT CLOVER RIDGE" AND "EDGEWATER AT CLOVER RIDGE PHASE 2" SUBDIVISION PLATS. THE NORTH LINE WAS ESTABLISHED PER CLIENTS REQUIREMENTS.

APPROVALS & ACCEPTANCE

CITY OF ALBANY PLANNING REFERENCE NO.: SD-09-05

Janet Monica Fin-Chambers, Dev. Director 2-20-08
CITY OF ALBANY COMMUNITY DEVELOPMENT DIRECTOR DATE

John R. ... 2-20-08
CITY OF ALBANY PUBLIC WORKS DIRECTOR DATE

Charles W. ... 2-26-08
LINN COUNTY SURVEYOR DATE

APPROVED: LINN COUNTY BOARD OF COMMISSIONERS

Steve ... 2/22/08
COMMISSIONER, CHAIRMAN DATE

... 2-25-08
COMMISSIONER DATE

... 2-26-08
COMMISSIONER DATE

I CERTIFY THAT ALL TAXES ON THE ABOVE DESCRIBED PROPERTY ARE PAID AS OF THIS 26th DAY OF FEBRUARY, 2008

Mark ...
LINN COUNTY ASSESSOR/TAX COLLECTOR

STATE OF OREGON
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 24, PAGE 07, ON THIS 27th DAY OF February 2008, AT 9:32 O'CLOCK AM, TARGET SHEET RECORDED IN DOCUMENT NO. 2008-03791

Steve ...
BY: STEVE DRUMMILLER, LINN COUNTY CLERK

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT BBF DEVELOPMENT (CLOVER RIDGE) LLC, AN OREGON LIMITED LIABILITY COMPANY & BREADNER PARKER & ASSOCIATES, LLC, AN OREGON LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON MADE, AND DESIRING TO DISPOSE OF THE SAME INTO LOTS, AND STREETS, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE ATTACHED MAP. WE HEREBY DEDICATE THE PUBLIC USE FOREVER WITHOUT RESERVATION OR RESTRICTION WHATSOEVER THE STREETS, AS SHOWN ON THE ATTACHED MAP. WE ALSO HEREBY GRANT THE EASEMENTS AS SHOWN ON THE ATTACHED MAP.

Myles Breadner 2-19-08
MYLES BREADNER DATE
MEMBER OF BREADNER PARKER & ASSOCIATES, LLC
AN OREGON LIMITED LIABILITY COMPANY.
MANAGER OF BBF DEVELOPMENT (CLOVER RIDGE) LLC,
AN OREGON LIMITED LIABILITY COMPANY.

STATE OF OREGON
COUNTY OF MARION

ON THIS 19 DAY OF February 2008, PERSONALLY APPEARED MYLES BREADNER, MEMBER AND ON BEHALF OF THE, BREADNER PARKER & ASSOCIATES, LLC (CLOVER RIDGE DEVELOPMENT (CLOVER RIDGE) LLC, AN OREGON LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

Brian M. Grant
NOTARY PUBLIC - OREGON
COMMISSION NO. 400475
MY COMMISSION EXPIRES: 12-15-09



I HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL PLAT.
Dennis L. Edwards
DENNIS L. EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR NO.2772

After Recording Return to:
FIDELITY NATIONAL TITLE INSURANCE CO.

Acad.

LINN COUNTY, OREGON 2006-11880
CCR-BY
Cnt=1 Stn=1 COUNTER 05/18/2006 03:51:52 PM
\$65.00 \$11.00 \$78.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



**BYLAWS
OF
EDGEWATER AT CLOVER RIDGE OWNERS ASSOCIATION**

**ARTICLE I
MEMBERSHIP**

Section 1.1 TERMS

Unless otherwise provided herein, definitions of Terms used in these Bylaws shall be those provided in Article 1 of the Declaration of Covenants and Restrictions (hereafter the "Declaration") for Edgewater at Clover Ridge Subdivision.

Section 1.2 MEMBERS

Every person or entity who is a record owner (including contract purchasers) of a fee or undivided fee interest in any private lot in Edgewater at Clover Ridge, Albany, Linn County, Oregon, by virtue of such ownership shall be a member of this corporation ("the Association") as provided in the Declaration. 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.

Section 1.3 VOTING

The Association shall have two classes of voting membership as described in Article IV of the Declaration.

Section 1.4 TRANSFER OF MEMBERSHIP

No membership in this Association shall be assigned or transferred by the member, or by operation of law, including transfer by descent or devise, except as provided above in Article 1, Section 1.2.

Section 1.5 ANNUAL MEETING

The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such reasonable hour and on such reasonable day as may be established by the Board of Directors or, if the Board should fail to designate a date by the first day of September, then the meeting shall occur at 7:00 p.m. on the first (1st) Thursday

Covenants, easements and restrictions indicating a preference limitation or discrimination based on race color religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c) EDITED BY First American Title

in November. An annual meeting shall be held within each calendar year, commencing with the year in which the Association is incorporated. The Turnover Meeting may count as the annual meeting for the year in which it is held.

Section 1.6 TURNOVER MEETING

Defendant shall call the first meeting of the Owners to organize the Association within ninety (90) days after termination of the Class B membership as provided in the Declaration. Notice of such meeting shall be given to all Owners as provided in Section 1.9 below. If the Declarant fails to call the meeting, the meeting may be called and notice given by any Owner or mortgagee of a Lot. The expense of giving notice shall be paid or reimbursed by the Association. No quorum is required for the Turnover Meeting. Nothing in this section shall be construed as preventing Declarant from calling the Turnover Meeting before such date or from calling informal, informational meetings of the Owners.

Section 1.7 SPECIAL MEETINGS

Special meetings of the members may be held at any place designated in and upon call of the president or the Board of Directors.

Section 1.8 PROXY AND BALLOT

Votes may be cast in person or by proxy. Proxies must be filed with the secretary before or during the appointed meeting. The proxies may require the holder to cast a vote for or against special proposal set out in the notice calling for the meeting. A meeting of the Association may be by proxy ballot, as the Directors may elect, rather than at a formal gathering. Ballots for such meeting must be properly executed and returned in sufficient quantity to constitute a quorum and to pass the proposal specifically propounded on the ballot. Unless withdrawn, a proxy given to another person to vote at a specific meeting shall also be valid at an adjourned meeting.

Section 1.9 NOTICE

The secretary shall cause a written or printed notice stating the place, day and hour of the annual or special meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, to be deposited in the United States mail, with postage prepaid, addressed to each member at such member's most recent address on the Association's records or personally delivered to each member not less than ten (10) nor more than fifty (50) days before the date of the meeting. Provided, however, any member may as to such member waive in writing the requirement of such notice. Provided, further, that any member present at any such meeting shall be conclusively deemed to have timely received the required notice of such meeting.

Anything in these Bylaws to the contrary notwithstanding, notice is required for any meeting at which action is to be taken by the members concerning membership approval under ORS 65.361, 65.407, 65.437, 65.464, 65.487, 65.534, 65.621 or 65.624; which such notice shall be given as provided above.

Each member shall maintain with the Secretary the members' correct mailing address for the purpose of receiving such notice and any notices sent to the last address shall constitute notice to the member.

Section 1.10 QUORUM

Except as otherwise provided in the Declaration, members present in person or by proxy of Owners holding twenty percent (20%) or more of the outstanding votes in the Association as described in Section 1.2, above, shall constitute a quorum at any regular or special meeting of the members. There is no quorum requirement for the Turnover Meeting. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called until a quorum is present. The quorum for the adjourned meeting shall be reduced to ten percent (10%) of the voting rights entitled to be cast at the meeting, present in person or by proxy.

Section 1.11 PROCEDURE

At all meetings of the members, the president, or in the president's absence, the vice-president, or in the absence of both the president and vice-president, a presiding officer chosen at the meeting shall preside. The Secretary, or in the Secretary's absence, the assistant Secretary, if any, or a person appointed by the presiding officer, shall act as the Secretary of the meeting and keep a record of the proceedings. The procedure for conducting the meeting shall be established by the presiding officer. The order of business for the regular annual meeting shall be as follows:

- (a) Registration.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of the preceding meeting.
- (d) Reports of Directors.
- (e) Reports of committees.
- (f) Selection of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

Section 2.5 VACANCIES

Whenever any vacancy shall occur in the Board of Directors by death, resignation, disqualification or from any other cause, the vacancy shall be filled by appointment of a replacement by a majority of the remaining Directors without undue delay. A Director appointed to fill a vacancy shall hold office for the unexpired term of the Director who he or she succeeds, and until his or her successor shall have been appointed and qualified.

Section 2.6 MEETINGS

(a) Regular Meetings. A regular meeting of the Board of Directors of the Association shall be held immediately following each annual meeting of the members.

(b) Special Meetings. Special meetings of the Board of Directors may be called by any officer or two Directors of the Association at any reasonable time.

Section 2.7 NOTICE

For other than emergency meetings, notice of Board of Directors meetings shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform Lot Owners of such meeting. Notice to Directors shall be considered sufficient if actually received at the required time, or if mailed, e-mailed or faxed not less than three (3) days before the meeting. Such notice shall be directed to the address shown on the Association's records, or to the director's actual address ascertained by the person giving the notice. Such notice need not be given for an adjourned meeting if such time and place is fixed at the meeting adjourned. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 2.8 QUORUM

A majority of the members of the Board of Directors shall constitute a quorum necessary for the transaction of any and all business of the Association. In the event there shall be in attendance at any meeting of the Board of Directors less than a quorum, then a majority of those present may adjourn the meeting to another day, and at any such subsequent meeting at which a quorum shall be present, transact any business which might have been transacted at the meeting which was adjourned.

Section 2.9 PROCEDURE

(a) Business at meetings of the Board of Directors shall be transacted in such order as the Board of Directors from time to time may determine.

(b) At all meetings of the Board of Directors, the president or in the president's absence, the Secretary of the Association shall preside.

(c) All decisions of the Board of Directors shall be approved by a majority of the Directors, present at a meeting, unless a greater number is required by these Bylaws or Oregon law.

Section 2.10 CONTRACTS

Inasmuch as the Directors of this Association may be connected with other companies with which this Association may have business dealings, no contracts or other transactions between this Association and any other company shall be affected by the fact that the Directors of this Association are interested in or are Directors or officers of such other company. Any Director may be a party to, or interested in, any contract or transaction with this Association provided (a) the "interest" of the Director is disclosed to the Board; (b) the Board approves the transaction at a regular or special meeting. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the President and Secretary of the Corporation, the Managing Agent, or at least two (2) members of the Board of Directors so authorized by resolution of the Board of Directors.

Section 2.11 OPEN MEETINGS

(a) All meetings of the Board of Directors shall be open to Owners except that, in the discretion of the Board, the following matters may be considered in executive session: (i) consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation, or criminal matters; (ii) personnel matters, including salary negotiations and employee discipline; (iii) negotiation of contracts with third parties; and (iv) collection of unpaid assessments. Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board of Directors votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any contract or action considered in executive session shall not become effective unless the Board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

(b) Meetings of the Board of the Board of Directors may be conducted by telephone communication or by other means of communication that allows all members of the Board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, except that if a majority of the Lots are principal residences of the occupants, then: (i) for other than emergency meetings, notice of each Board of Directors' meeting shall be posted at a place or places on the property at least three (3) days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the Owners of such meeting; and (ii) only emergency meetings of the Board of Directors may be conducted by telephonic communication or such other means. The meeting and notice requirements of this Section

ARTICLE II BOARD OF DIRECTORS

Section 2.1 NUMBER

The affairs of the Association shall be governed by a Board of Directors of three (3) persons. All directors, other than interim directors appointed by Declarant, shall be the Owners or co-Owners of Lots. For purposes of this section, the officers of any corporate Owner, the members of any limited liability company and the partners of any partnership shall be considered co-Owners of any Lots owned by such corporation or partnership. The Directors shall exercise all of the powers of the Association except such as are by law or by the Articles of Incorporation or by these bylaws conferred upon or reserved to the members. Upon the recording of the Declaration, Declarant shall appoint an interim board of one (1) to three (3) directors, who shall serve until replaced by Declarant or until their successors have been replaced by the Owners as provided in the Declaration.

Section 2.2 TERMS

At the Turnover Meeting, the Declarant Board shall submit their resignations, and a Board of three (3) members shall be elected. The two (2) 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.

Section 2.3 AUTHORITY

Each Director except the initial Directors shall be elected by a majority vote at the annual meeting of members. The Board shall have the power and authority to make rules and regulations not inconsistent with the laws of the State of Oregon and the Articles of Incorporation and Bylaws of the Association for the guidance of the officers and employees of the Association and for the transaction of the Association's business; to call meetings of the members when deemed advisable; and generally to exercise all powers necessary for carrying out the Association's purposes. It is expressly understood that nothing herein contained shall be deemed to limit or restrict the general authority vested in said Board for the management and control of the Association.

Section 2.4 ELECTION AND REMOVAL

The term of office of the initial Directors named in the Articles of Incorporation shall expire upon the election of their successors at the first annual meeting of the members. A Director may be removed by the affirmative vote of two-thirds (2/3) of the remaining Directors. Removal may be with or without cause.

may not be circumvented by change or social meetings or by any other means.

Section 2.12 COMPENSATION OF DIRECTORS

No Director shall be compensated in any manner, except for out-of-pocket expenses, unless such compensation is approved by the vote of the Owners.

Section 2.13 TRANSITIONAL ADVISORY COMMITTEE

Unless the Turnover Meeting has already been held, Declarant shall call a meeting of the Owners for the purpose of forming a Transitional Advisory Committee. The meeting shall be called within sixty (60) days after the date Declarant conveys fifty percent (50%) or more of the Lots then existing to Owners other than a successor Declarant. The committee shall consist of two (2) or more Owners elected by the Owners other than Declarant and not more than one (1) representative of Declarant. The members shall serve until the Turnover Meeting. The Transitional Advisory Committee shall be advisory only, and its purpose shall be to enable ease of transition from administrative control of the Association by Declarant to control by the Owners. The committee shall have access to any information, documents and records that Declarant must turn over to the Owners at the time of the Turnover Meeting. If Declarant fails to call the meeting to elect a Transitional Advisory Committee within the time specified, the meeting may be called and notice given by any Owner. If the Owners fail to elect a Transitional Advisory Committee at the meeting called for such purpose, Declarant shall have no further obligation to form the committee.

ARTICLE III OFFICERS OF THE CORPORATION

Section 3.1 ENUMERATION AND QUALIFICATION

The officers of the Association shall consist of the President, Vice-President, Secretary and Treasurer. The Board of Directors may, if it sees fit, elect an assistant Secretary and any such other officer as in their judgment may be necessary. Any number of offices may be held by the same person.

Section 3.2 ELECTION AND TERMS

At its regular annual meeting the Board of Directors shall elect all of the officers of the Association, but in event of failure to elect officers on the day designated, the officers shall continue to hold office and perform their duties until their successors are elected and qualified.

(a) Unless otherwise provided by law, all officers shall be subject to removal, with or without cause, and at any time, by the affirmative vote of a majority of the Directors present at any meeting at which there is a quorum.

(b) In event of vacancy in any office, the Board of Directors, by an affirmative vote of the majority present at any meeting at which there is a quorum, shall fill the same for the unexpired term.

Section 3.3 POWERS AND DUTIES

(a) **PRESIDENT.** The president shall be the presiding officer of the Board of Directors. He or she shall give such counsel and advice as he or she deems essential to the best interest of the Association, and see that all orders and resolutions of the Board of Directors are carried into effect and shall have the general power and duties of supervision usually vested in the office of the president of a corporation. He or she shall execute all contracts and agreements authorized by the Board of Directors. He or she shall execute all deeds and other instruments to be under the seal of the Association and he or she shall perform all other duties required of him or her by the laws of the State of Oregon. He or she shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors.

(b) **SECRETARY.** The Secretary shall supervise the recording of the minutes of all the meetings and proceedings of the Board of Directors and the membership in a book or books provided for that purpose. He or she shall cause to be given and served all notices to the members and Directors of the Association and shall affix the corporate seal, attested by his or her signature, to all instruments to be under the seal of the Association. He or she shall cause to be kept a list of the members of the Association. He or she shall, in general, perform such other duties as may be prescribed by the Board of Directors or the president or are incident to the office of the Secretary of a corporation under the laws of the State of Oregon.

(c) **TREASURER.** The treasurer shall be the official custodian of all funds and securities of the Association, and shall cause the same to be deposited in such banks or other depositories as the Board of Directors may designate or approve. Whenever required by the President, the treasurer shall render regular or special statements of any or all of the Association accounts. In general, the treasurer shall perform all acts incident to the office of treasurer of a corporation under the laws of the State of Oregon, subject to the control of the Board of Directors.

ARTICLE IV FISCAL MATTERS

Section 4.1 SIGNATURES.

(a) **Checks.** All checks of the Association shall be signed by one or more of the officers of the Association, or other persons, as specifically authorized by the Board of Directors.

(b) **Debt Instruments.** All notes, bonds, or other promises to pay money, shall be signed by any two officers of the Association.

Section 4.2 ENDORSEMENTS.

Checks, drafts, notes and other negotiable instruments payable to the Association, or its order, shall be endorsed for collection or deposit by any officer of the Association or person so authorized by the Board of Directors.

Section 4.3 FISCAL YEAR

The Association shall conduct its fiscal affairs on the basis of a fiscal year ending on December 31 of each year.

ARTICLE V COMMITTEES

Section 5.1 COMMITTEES

The Board may from time to time establish committees of the Board pursuant to ORS 65.354, including an Architectural Review Committee. Such standing or temporary committees as may be necessary from time to time consisting of Owners and at least one member of the Board of Directors shall have such powers as the Board of Directors may designate. Such committees shall hold office at the pleasure of the Board.

ARTICLE VI INDEMNIFICATION

Section 6.1 Subject to the terms, conditions and limitations set forth in this Article, the corporation shall indemnify and reimburse every Director, officer, or other agents of the corporation, who is made or threatened to be made a defendant or respondent to any threatened or pending civil, criminal, administrative or investigative action or other proceeding, for all expenses reasonably and actually incurred in or as a result of, and for all liabilities arising out of, such action or proceeding, including but not limited to court costs, attorney fees, judgments, settlements, penalties and fines, if the action or proceeding arises out of or is in any way related to the conduct of such person in his or her official capacity of Director, officer or agent of the corporation.

Section 6.2 No indemnification or reimbursement shall be provided by the corporation to any Director or Officer for any liability or expense relating to any claim or finding in an action or other proceeding brought by or on behalf of the corporation or any shareholder thereof wherein it is determined that such Director or officer:

a. committed a breach of the Director's or officer's duty of loyalty to the corporation or its members;

b. engaged in any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;

c. engaged in any conduct resulting in a distribution of assets of the corporation which was unlawful; or

d. engaged in any transaction from which the Director or officer derived an improper personal benefit.

e. engaged in any act or omission in violation of ORS 65.361 to 65.367

Section 6.3 No indemnification or reimbursement shall be provided by the corporation to any Director or Officer for any liability or expense pertaining to or arising out of any action or other proceeding brought by or on behalf of a third party wherein it is determined that such person engaged in conduct:

a. involving a breach of the person's duty of loyalty to the corporation or its members;

b. involving a known violation of law; or

c. as a result of which the person derived an improper personal benefit.

Section 6.4 The termination of any action or other proceeding by judgment, order, conviction, settlement or plea of no contest or its equivalent shall not by itself be determinative as to whether the person in question did not meet the standards of conduct described in Sections 7.2 or 7.3 of this Article, as the case may be.

Section 6.5 The indemnification and reimbursement provided for in this Article shall be provided regardless of whether the occurrence of the conduct giving rise to the proceeding or action in which expenses or liabilities are incurred was prior to or after the adoption of this Article.

Section 6.6 The indemnification and reimbursement provided for in this Article shall be provided regardless of whether the person to be indemnified or reimbursed is an officer, Director, or agent of the corporation at the time indemnification or reimbursement is sought or granted.

Section 6.7 The indemnification and reimbursement provided for in this Article shall not be exclusive of any other rights or remedies, and shall apply fully to the successors, heirs, conservators and executors of any persons entitled to indemnification or reimbursement.

Section 6.8 Expenses and liabilities incurred by an officer, Director, or agent of the corporation which are subject to reimbursement or indemnification under this Article may be paid or reimbursed by the corporation in advance of the final disposition of an action or proceeding.

Section 6.9 Nothing contained in this Article shall in any way limit the power of the corporation to purchase and maintain liability insurance on behalf of any person who is or was a Director, officer, or agent of the corporation, and if such insurance is in force, the indemnification and reimbursement provided for in this Article shall apply only to those expenses and liabilities reasonably and actually incurred which were not paid or reimbursed by insurance.

Section 6.10 The provisions of this Article are severable and if any provision of this Article shall be deemed invalid by a court of law as against public policy, or for any other the remaining provisions shall remain in full force and effect.

ARTICLE VII AMENDMENTS

Section 1. How Proposed. Amendments to these Bylaws shall be proposed by either a majority of the Board of Directors or by members holding at least thirty percent (30%) of the voting rights entitled to be case for such amendment. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or be attached to any request for consent to the amendment.

Section 2. Adoption.

(a) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members and may be approved by the membership at a meeting called for such purpose, by a ballot meeting, or by written consent of the members. Members not present at the meeting considering such amendment may express their approval in writing or by proxy. Any resolution must be approved by members holding a majority (at least 50%) of the voting rights, together with the written consent of the Class B member, if any. Amendment or repeal of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration.

(b) Notwithstanding the provisions of the preceding paragraph, until the Turnover Meeting has occurred, Declarant shall have the right to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration, the United States Department of Veterans Affairs, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community. After the Turnover Meeting, any such amendment shall require the approval of a majority of the voting rights of the Association, voting in person, by proxy, or by ballot, at a meeting or ballot meeting of the Association at which a quorum is represented.

**ARTICLE VIII
COMPLIANCE**

In case of any conflict between the provisions of these Bylaws and the Declaration, the provisions on the Declaration shall apply.

**ARTICLE IX
ASSESSMENT COLLECTION COSTS: SUITS AND ACTIONS**

Owners shall be obliged to pay reasonable fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments. In addition to the assessment for operating expenses and the funding of reserves, such assessments may include fees, late charges, fines and interest imposed.

In the event suit or action is commenced by the Directors for the collection of any amounts due pursuant to these Bylaws or for the enforcement of any provisions of the Declaration or Bylaws, the Owner or Owners, jointly and severally, will in addition to all other obligations, pay the costs of such suit or action, including reasonable attorney fees to be fixed by the trial court and, in the event of an appeal, the cost of the appeal, together with reasonable attorney fees in the appellate court to be fixed by such court.

It is hereby certified that these Bylaws have been adopted by EDGEWATER AT CLOVER RIDGE OWNERS ASSOCIATION and will be recorded in the Deed Records of Linn County, together with the Declaration for Edgewater at Clover Ridge when both are approved by the Assessor of said County.

**ARTICLE X
DURATION**

The duration of the corporation shall be twenty (20) years and continue thereafter until a majority of the members vote to terminate the corporation.

DATED this 1st day of May, 2006.

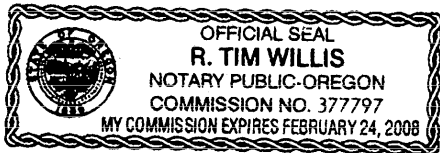
**EDGEWATER AT CLOVER RIDGE
OWNERS ASSOCIATION**
an Oregon corporation

By [Signature]
Myles Hreadner, President

STATE OF OREGON)
)ss.
County of Benton)

The foregoing instrument was acknowledged before me this 1st day of May, 2006 by Myles Breadner, president of EDGEWATER AT CLOVER RIDGE OWNERS ASSOCIATION, an Oregon corporation on behalf of the corporation.

R. Tim Willis
Notary Public for Oregon
My Commission Expires: 2/24/08



AFTER RECORDING RETURN TO:
FIDELITY NATIONAL TITLE INSURANCE CO.

Acad.

LINN COUNTY, OREGON 2006-11881
CCR-CCR
Cnt=1 Stn=1 COUNTER 05/18/2006 03:51:52 PM
\$100.00 \$11.00 \$111.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EDGEWATER AT CLOVER RIDGE
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 Edgewater At Clover Ridge, 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 Edgewater at Clover Ridge; 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, Edgewater at Clover Ridge Owners 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 EDGEWATER AT CLOVER RIDGE 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.

Covenants, easements and restrictions indicating a preference limitation or discrimination based on race color religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c) EDITED BY First American Title

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 Edgewater at Clover Ridge Planned Unit Development to be recorded in the Linn County, Oregon Plat Records, together with any additional property, or additions to, Edgewater at Clover Ridge.

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 "Edgewater at Clover Ridge" filed in the plat records of Linn County, Oregon, more particularly described as Lots 1 through 121, Open Common Area, and Tract A of the Edgewater at Clover Ridge 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 121 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
EDGEWATER AT CLOVER RIDGE OWNERS ASSOCIATION

Section 1. Creation. The Edgewater at clover Ridge 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, Multnomah or Deschutes Counties, 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 of 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 EDGEWATER AT CLOVER RIDGE. 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 EDGEWATER AT CLOVER RIDGE, 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 listed above. Each owner shall, prior to commencement of landscape work, submit to the Architectural Review Committee a detailed landscape plan. The landscaping on the lots located along the east boundary of the subdivision shall not violate the terms of Section 10 (a).

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) The Association shall own and maintain the fence installed along the east boundary of Phase 3 of the subdivision. This fence is to be a permanent four to five foot high, open, durable, wire/mesh fence with metal supports along the west boundary of the 20 foot wide open space easement. The Owners of each lot along the east boundary of Phase 3 of the subdivision shall not be allowed to remove this fence, replace it or screen it with another fence or landscape hedge.
- (b) 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 below and City of Albany residential fence standards.
- (c) 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.
- (d) All fences must be left natural or treated with a natural finish. No painted fences are allowed.

- (e) All fences allowed along the boundary of lots that abut the open space tracts are subject to meeting the residential fencing regulations in the Albany Development Code.

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 so as to not cause runoff onto other properties 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. Placement of structures or impervious surfaces, alteration of ground contours, or any other use inconsistent with the purpose of the cluster development provisions is prohibited. All outbuildings to meet City of Albany regulations for residential accessory buildings and the Building Code including minimum setback requirements.

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. Removal of trees subject to City of Albany regulations. Two trees on Lot 82 to be saved/protected during the development process per the Tree Plan.

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 for a house is 10 feet. The minimum set back from a front property line for a garage is 20 feet. The minimum set backs from an interior property line is 5 feet for a one-story building and 8 feet for a two-story building. The maximum lot coverage is seventy percent (70%). The lots located along the east boundary of Phase 3 of the subdivision are subject to a 40 foot wide special no build set back parallel to the east boundary of Phase 3 of the subdivision. Within the special set back shall be placed an open space easement located along the eastern 20 feet of the set back. This easement is to be landscaped natural open space only and shall not include any human activity, including gardens. The 20 foot easement shall be maintained by the Association.

Section 22. Additional Restrictions. The City of Albany design standards shall apply to all single-family residences.

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 Edgewater at Clover Ridge.

(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. The Common Area 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 Area 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 Area 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 Edgewater at Clover Ridge. 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 Edgewater at Clover Ridge.

(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 the Common Area 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 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. 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 the Open Common Area and Tract A on the EDGEWATER AT CLOVER RIDGE Plat. The Common Area is set aside for permanent open space and cannot be further subdivided.

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.

Section 3. Regulations. The Common Area contains wetlands that are subject to the regulatory authority of the Oregon Department of State Lands. Maintenance activities and encroachment into the Common Area must be consistent with the provisions of any Fill/Removal Permit issued by the Oregon Department of State Lands and the US Corp of Engineers. Placement of structures or impervious surfaces, alteration of ground contours, or other activity or use inconsistent with the purpose of the cluster development provisions is prohibited.

Section 4. Fences. Fences may be allowed along the boundary of Lots that abut the Common Area subject to meeting the residential fencing regulations in the Development Code and Article VII, Section 10 herein.

**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 May, 2006.

BREADNER FRITZ DEVELOPMENT, LLC,
an Oregon limited liability company

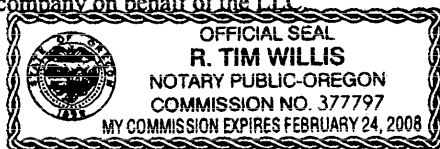
By [Signature]
Myles Breadner, Manager

BREADNER PARKER & ASSOCIATES
(CLOVER RIDGE), LLC, an Oregon limited liability company

By [Signature]
Myles Breadner, Manager

STATE OF OREGON, County of Benton) ss.

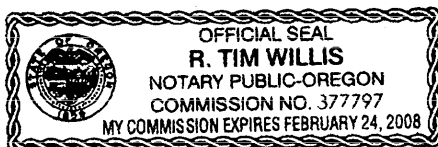
The foregoing instrument was acknowledged before me this 1st day of May, 2006 by Myles Breadner, manager of BREADNER FRITZ DEVELOPMENT, LLC, an Oregon limited liability company on behalf of the LLC.



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

STATE OF OREGON, County of Benton) ss.

The foregoing instrument was acknowledged before me this 1st day of May, 2006 by Myles Breadner, manager of BREADNER PARKER & ASSOCIATES (CLOVER RIDGE), LLC, an Oregon limited liability company on behalf of the LLC.



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

EXHIBIT A-1

Real property in the County of Linn, State of Oregon, described as follows:

Beginning South 0° 05' West 20.670 chains and North 89° 39' West, 24.317 chains from the Northeast corner of the Robert Houston Donation Land Claim No. 38 in Township 11 South, Range 3 West of the Willamette Meridian; thence South 0° 16' East 180 feet; thence South 89° 39' East parallel to the North boundary line of said Donation Land Claim No. 38, a distance of 968 feet; thence North 0° 16' West 180 feet; thence North 89° 39' West parallel to the North boundary line of said Donation Land Claim No. 38 a distance of 968 feet to the place of beginning.

Tax Parcel Number: 70389 and 515193

EXHIBIT A-2

Real property in the County of Linn, State of Oregon, described as follows:

Beginning at a 3/4 inch iron pipe on the East line of and South 0° 05' West 20.67 chains from the Northeast corner of the Robert Houston Donation Land Claim No. 38 in Townships 10 and 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence North 89° 39' West 636.922 feet to a 3/4 inch iron rod; thence South 0° 16' East 180.0 feet to a 3/4 inch iron bolt; thence North 89° 39' West 968.0 feet to the center line of the County Road; thence South 0° 16' East along the center line of said County Road 227.484 feet; thence South 89° 39' East 1602.414 feet to a 1 inch iron pipe on the East line of said Robert Houston Donation Land Claim; thence North 0° 05' East 407.484 feet to the place of beginning.

Tax Parcel Number: 70397

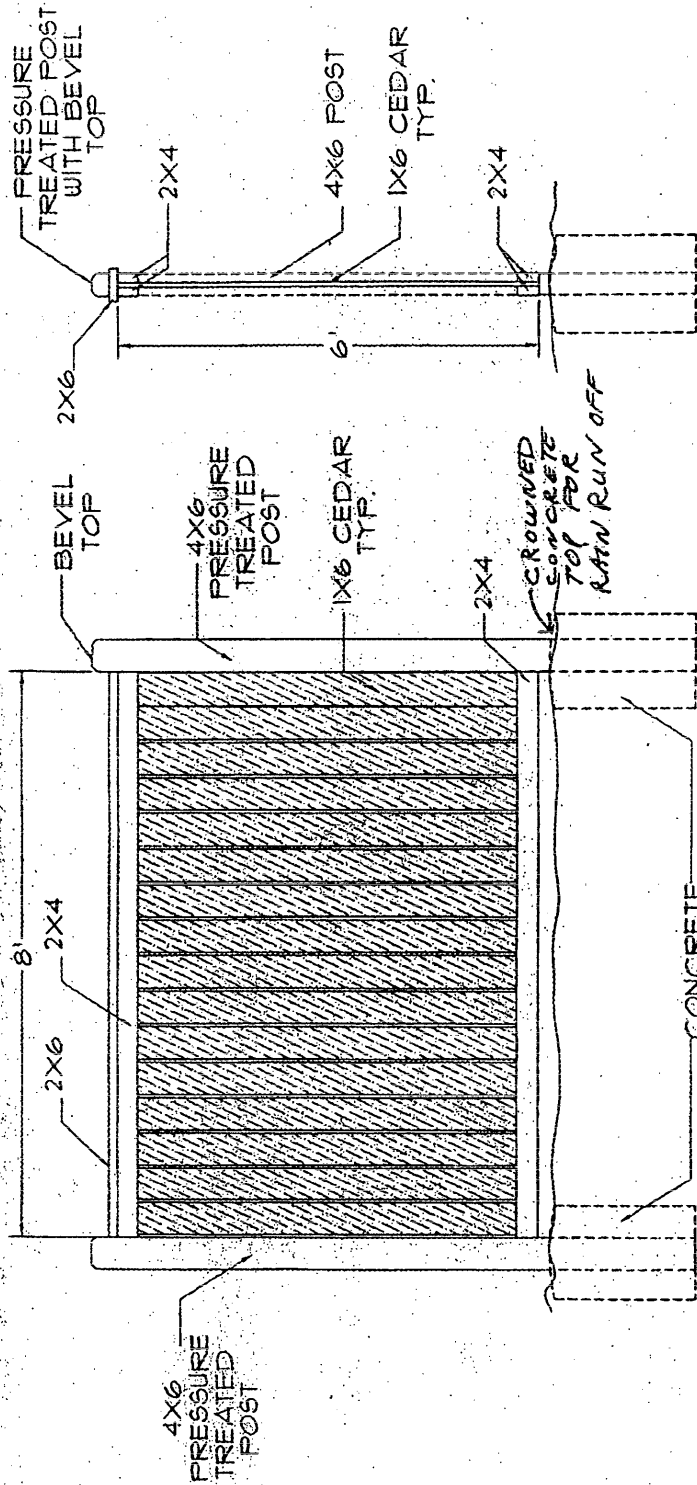
EXHIBIT A-3

Real property in the County of Linn, State of Oregon, described as follows:

Beginning at a point South 0° 05' East 26.844 chains distant and North 89° 39' West 7.555 chains distant from the Northeast corner of the Donation Land Claim of Robert Houston, Claim No. 38 in Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence North 89° 39' West 16.724 chains; thence South 0° 16' East 8.108 chains; thence South 89° 39' East 16.676 chains; thence North 0° 05' East 8.108 chains to the place of beginning in Linn County, Oregon. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

Tax Parcel Number: 0070405

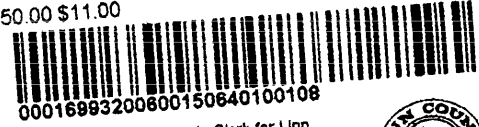
Exhibit B



FRONT & BACK
VIEW

SIDE
VIEW

LINN COUNTY, OREGON 2006-15064
CCR-COV 06/22/2006 11:50:54 AM
Cnt=1 Stn=1 COUNTER \$61.00
\$50.00 \$11.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Steve Druckenmiller - County Clerk



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Hayden Enterprises Giving Fund
Attn: Hayden Watson
2464 SW Glacier Place, Suite 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

COVENANT FOR COMMUNITY CHARITABLE FEE

This Covenant for Community Charitable Fee (this "Covenant") is made between Hayden Enterprises Giving Fund, an Oregon non-profit corporation ("HEGF") and Hayden Enterprises, Inc., a Washington corporation ("Builder"). The capitalized terms used in the Recitals are defined in Section 1.

RECITALS

- A. The Builder owns the Property and plans to develop it into a residential community of single family dwellings ("Dwelling").
- B. Builder desires to assist HEGF, a non-profit corporation whose primary purpose is to establish Hayden Housing Grants.
- C. In addition to sponsoring affordable housing and assisting low income families in purchasing a home, HEGF has been organized to provide donations to help community-based organizations and local governments to provide essential human services and housing for those persons who lack the financial capacity. HEGF has worked with local organizations to help individuals find employment. HEGF has supplied food baskets to the needy, bought holiday gifts for disadvantaged children and offers financial assistance to families experiencing a medical crisis. It has also granted college scholarships, subsidized school lunch programs and funds parks and community programs. HEGF makes the dream of house ownership a reality for low income families by providing low interest loans, down payments and other requests associated therewith and to assist in financing a new home.
- D. HEGF expects to receive the funds it needs to operate from a variety of sources, including the Community Charitable Fees established in this Covenant.
- E. The Builder believes the services and activities of HEGF will provide and will benefit all of the Lots and homes now existing or hereafter created in the Property since HEGF

1

Covenants, easements and restrictions indicating a preference limitation or discrimination based on race color religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c) *EDITED BY First American Title*

First American Title # 0606-184 (ALCO)

will provide part of its services in the community in which the Property is located. Therefore, in support of HEGF and its goals and purposes, the Builder and HEGF have agreed that some of the funds HEGF requires will be provided by committing contributions of Community Charitable Fees to HEGF in connection with Initial Sales and subsequent Transfer of Lots or houses in the Property.

THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** When the following words and phrases are used in this Covenant, they will have the meanings given in this Section and be subject to the limits described in this Section.

1.1 **Beneficiary.** A beneficiary under a Mortgage and the assignees of such beneficiary.

1.2 **Benefited Area.** The Property and all other real property within the City of Albany or Linn County.

1.3 **Builder.** Hayden Enterprises, Inc., a Washington corporation or its successors and assigns who acquire a Lot without a Dwelling located thereon.

1.4 **Close of Escrow.** The date on which the deed conveying a Lot recorded in a transaction that transfers title of the Lot or the date on which a land sale contract is recorded for the sale of the Lot, whether or not such transaction utilized the services of an escrow company.

1.5 **Community Charitable Fee.** The fee to be paid to HEGF in connection with each Initial Sale and each Transfer. The Community Charitable Fee shall be equal to (a) one-eighth (0.125) of one percent of the Purchase Price for an Initial Sale transaction and (b) one-eighth (0.125) percent of the Purchase Price for each subsequent transaction resulting in a Transfer.

1.6 **Dispute.** Any dispute between the parties concerning this Covenant. A "Covered Dispute" is any Dispute where the amount awarded by the court to the prevailing party is an amount less than \$10,000, and a "Non-covered Dispute" is any other Dispute.

1.7 **Initial Sale.** A transfer of the Lot with a new Dwelling constructed thereon by the Builder to a third party.

1.8 **Lot.** Any lot or parcel of land shown on any Recorded subdivision plat or Recorded partition plat of any portion of the Property.

1.9 **Mortgage.** Any recorded mortgage or deed of trust or other conveyance of one or more Lots or other portions of the Property to secure performance of an obligation,

which will be reconveyed upon completion of such performance. A "First Mortgage" is any Mortgage with lien priority over all other Mortgages.

1.10 **Official Records.** The official records of Linn County, Oregon Recorder.

1.11 **Owner.** The Person or Persons, including the Builder, holding fee simple interest of record to any Lot or Condominium. The term "Owner" includes a seller under an executory contract of sale but excludes Beneficiaries.

1.12 **Person.** A human being or any entity with the legal right to hold title to real property.

1.13 **Property.** That certain real property described on Exhibit "A."

1.14 **Purchase Price.** The total purchase price or other consideration given by the transferee to the transferor in an Initial Sale transaction or a transaction resulting in a Transfer, including any portion of the purchase price represented by a loan or loans, exchange property, or other forms of non-cash consideration, but excluding any third-party transactional cost or charge incurred by the transferor or the transferee in connection with the transaction.

1.15 **Record.** Filing or entry of a document in the Official Records.

1.16 **Transfer.** The sale or exchange of a Lot by an Owner (other than the Builder) to a transferee. None of the following transactions shall constitute a "Transfer" under this Covenant:

(a) The transfer of an interest in a Lot to secure the performance of an obligation, such as a Mortgage or a lien, which will be reconveyed or released upon the completion of such performance.

(b) A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the Beneficiary of a First Mortgage or a transfer in lieu thereof.

(c) A transfer of a Lot to a transferor or the transferor's spouse into a trust, which is for the transferor's and/or transferor's spouse's own estate planning purposes.

(d) Any inter-spousal transfer or transfer between parents and any of their children, which is not for any monetary consideration.

2. **ACKNOWLEDGMENT OF BENEFIT.** HEGF represents that it will use the Community Charitable Fees for the purposes described in Paragraph C of the Recitals. Decisions regarding all aspects of events and activities to be provided shall be made by HEGF in its sole discretion; nonetheless, the services and activities to be provided by HEGF will enhance

the value of and benefit each Lot now existing or hereafter created in the Property. Each Owner who acquires a Lot or Condominium Unit in the Property by such acquisition evidences the Owner's agreement with the statements made in this Section.

3. COMMUNITY CHARITABLE FEE.

3.1 **When Due and Paid.** A Community Charitable Fee shall be paid to HEGF in connection with each Initial Sale and each subsequent Transfer at the times and in the amounts specified below:

(a) **Initial Sales.** For each Initial Sale, a Community Charitable Fee in the amount determined as provided in Section 1.4(a) shall be paid by the Builder to HEGF on or before the Close of Escrow.

(b) **Transfers.** For each Transfer of a Lot, if Section 3.2 does not apply, a Community Charitable Fee in the amount determined as provided in Section 1.4(b) shall be paid by the transferor to HEGF on or before the Close of Escrow or effective date of the Transfer.

3.2 **Exchange Transfer.** If a particular transaction involves more than one Transfer solely because the Lot is held for an interim period (not to exceed 24 hours) by an accommodation party as a part of a tax-deferred exchange under the Internal Revenue Code, and provided there is no increase in consideration given, then for the purpose of this Covenant, only one Transfer shall be deemed to have occurred and only one Community Charitable Fee must be paid by the transferor in connection therewith.

3.3 **Escrow Demand.** HEGF is authorized to place a demand for payment of the Community Charitable Fee with the escrow agent for each Initial Sale and in the escrow (if any) for each subsequent Transfer. The demand shall state (a) either the amount of the Community Charitable Fee due or the formula for calculating the Community Charitable Fee, and (b) that the Community Charitable Fee is due on or before Close of Escrow.

3.4 **Fee Payor.** The obligation to pay the Community Charitable Fee in each Initial Sale and each subsequent Transfer is the obligation of the transferor in each transaction for a Lot and not an obligation of an Owner of any other Lot subject to this Covenant. If the transferor fails to pay the Community Charitable Fee, HEGF may take all actions authorized under law and this Covenant to collect the Community Charitable Fee from the transferor or the Owner of the affected Lot, including, without limitation, filing suit.

3.5 **HEGF Lien.** If the Community Charitable Fee is not paid at time of Initial Sale or a subsequent transfer, HEGF shall have an automatic lien against the Lot. The cost of recording the HEGF lien shall be paid or reimbursed by the Owner of the Lot against which the HEGF lien is recorded. Each such obligation for payment of the Community Charitable Fee together with interest, costs, expenses and reasonable attorneys' fees, shall also be

the personal obligation of the person or persons who own such Lot at the time of the Close of Escrow of the Initial Sale or Transfer, as applicable, and/or any successors in title who expressly assume them. No Owner may waive liability for payment of the Community Charitable Fee by abandonment of the Lot.

4. **BINDING EFFECT.** Builder and HEGF declare that the Property will be held, leased, transferred, encumbered, used, occupied and improved subject to the reservations, rights, covenants, conditions and equitable servitudes contained in this Covenant, all of which are for the purpose of enhancing the attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property. The reservations, rights, covenants, conditions and equitable servitudes set forth in this Covenant shall (a) run with and burden the Property and will be binding upon all Persons having or acquiring any interest in the Property or any part thereof, their heirs, successors and assigns; (b) inure to the benefit of every portion of the Property and any interest therein; (c) inure to the benefit of and be binding upon Builder and HEGF, and their respective successors-in-interest, each Owner and each Owner's successors in interests; and (d) may be enforced by Builder and HEGF.

5. MORTGAGES

5.1 **Rights of Beneficiaries.** Nothing in this Covenant nor any amendment to or breach of this Covenant defeats or renders invalid, the rights of the Beneficiary under any Recorded Mortgage encumbering any Lot made in good faith and for value.

5.2 **Subordination of First Mortgages.** The rights and obligations of the parties hereunder concerning any Lot shall be subject and subordinate to the lien of any Recorded First Mortgage encumbering the Lot, provided that after the foreclosure or a transfer in lieu of foreclosure of any such Mortgage, such Lot will remain subject to this Covenant with regard to any Transfer occurring thereafter.

5.3 **Effect of Foreclosure.** No foreclosure of a Mortgage on a Lot or a transfer in lieu of foreclosure shall impair or otherwise affect HEGF's right to pursue payment of any Community Charitable Fee due in connection with the Initial Sale or subsequent Transfer of that Lot from the transferor or a transferee obligated to pay it.

6. MISCELLANEOUS

6.1 **Amendment.** HEGF has the right to unilaterally amend this Covenant for the following reasons: (i) to correct typographical errors; (ii) to conform this Covenant to applicable law, including without limitation lender guidelines, (iii) to reduce the Community Charitable Fee or return it to the percent established when this Covenant was initially recorded, or (iv) terminate this Covenant. HEGF and at least fifty-one percent (51%) of the Owners of

Lots or Condominium Units in the Property may amend this Covenant as it applies to all of the Property.

6.2 **Assignment.** HEGF may, by written assignment, assign its rights and delegate its duties under this Covenant to any entity that is exempt for federal taxation pursuant to the Internal Revenue Code Section 501(c)(3) or 501(c)(4).

6.3 **Authority.** Each individual signatory hereto represents and warrants that he or she is duly authorized to sign this Covenant and is personally bound, or if signing on behalf of another, is authorized to do so and that the other is bound.

6.4 **Disclaimers.** Nothing herein (a) creates any right or remedies for the benefit of any Person not a party hereto, or (b) creates a fiduciary relationship, an agency, or partnership.

6.5 **Interpretation.** The invalidity of any provision shall not affect the validity of any other provision. Except for the definitions in Section 1 where the heading in each subsection is the word being defined, section headings are for convenience only and may not be used in interpretations.

6.6 **Notices.** All notices required or allowed shall be in writing and shall be sent to the addresses shown beside the signatures of the parties. A party may change its address for notice by giving notice to the other party. Notice may be delivered by personal delivery, facsimile transmission or e-mail (receipt enabled) during normal business hours of the recipient, an overnight delivery service, or U.S. Mail sent certified with return receipt requested. Notices are effective on the earlier of the date received, the date of the delivery receipt, or the third day after postmarked, as applicable. Each Owner who transfers a Lot/Dwelling shall immediately send the name and mailing address of the transferee to HEGF.

6.7 **Time.** Time is of the essence of all provisions hereof where time is a factor.

6.8 **Waiver.** No right or remedy will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.

6.9 **Governing Law.** This Covenant shall be governed by the law of the State where the Property is located.

7. ENFORCEMENT.

7.1 **Suspension of Privileges.** Until a Dispute is resolved, HEGF may, by written notice to the Owner who is the other party in the Dispute, exclude the Owner from all activities and events which HEGF sponsors.

7.2 **Attorney Fees.** The prevailing party in any Covered Dispute shall be entitled to recover its attorney fees and court costs from the other party. Each party in a Noncovered Dispute shall bear its own attorney fees and court costs.

7.3 **Small Claims Court.** Any Dispute which is within the jurisdiction of a small claims court shall be resolved by a small claims court proceeding. Either party may submit the Dispute to such court.

7.4 **Jurisdiction.** Any Dispute which is beyond the jurisdiction of a small claims court shall be submitted to a state Circuit Court in Oregon in the county where the Property is located. In the event of a Dispute not subject to small claims jurisdiction, the parties shall initially attempt to resolve the Dispute in good faith and may, if necessary, select a mediator in order to mediate such dispute. If the parties are unable to mediate successfully any such Dispute within thirty (30) days of the day that the Dispute originally occurs, either party may file suit to resolve the Dispute. The foregoing negotiation and mediation requirement shall not apply to foreclosure of HEGF's lien in accordance with Section 7.5.

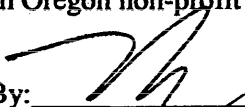
7.5 **Foreclosure.** HEGF's lien, pursuant to Section 3.5, may be foreclosed in the manner provided in Chapter 88 of the Oregon Revised Statutes (or its successor statutes) for the foreclosure of liens generally. In addition, any such unpaid Community Charitable Fee amounts shall bear interest at the rate of twelve percent (12%) per annum from the date of Close of Escrow of the sale of such affected Lot until paid in full. The owner of any such Lot upon which a lien is imposed shall also be personally liable for any deficiency remaining unpaid after any foreclosure of the foregoing line.

The parties have signed this Covenant to be effective upon Recordation.

Date: June 16th, 2006

HAYDEN ENTERPRISES GIVING FUND,
an Oregon non-profit corporation

Address:
2622 SW Glacier Place, Suite 110
Redmond, Oregon 97756

By: 
Name: Hayden C. Watson
Title: President

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this 16th day of June, 2006
by Hayden Q. Watson, President of Hayden Enterprises Giving Fund, an Oregon non-profit
corporation.



Kimberly Guthrie
Notary Public for Oregon
My Commission Expires: 7-18-2007

Date: June 16, 2006

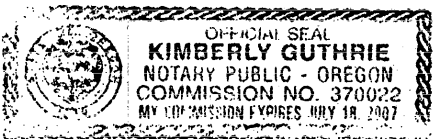
Address:
2622 SW Glacier Place, Suite 110
Redmond, Oregon 97756

BUILDER: HAYDEN ENTERPRISES, INC., a
Washington corporation

[Signature]
By: Dennis P. Murphy
Its: President

STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me this 16th day of June,
2006, by Dennis P. Murphy of Hayden Enterprises, Inc., a Washington corporation, on behalf
of the corporation.



Kimberly Guthrie
Notary Public for Deschutes County
My Commission Expires: 7-18-2007

Exhibit "A"

Property subject to the Covenant For Community Charitable Fee

The property known as Lots 1 through 24 inclusive, and Lots 45 through 50 inclusive, as shown on the duly recorded plat of Edgewater at Clover Ridge, document number 2006-08893, located in the city of Albany, Linn County, Oregon.

SUBORDINATION

The undersigned, as Beneficiary in and under that certain Trust Deed dated _____, _____, and Recorded on _____, 200__, as Instrument No. _____, in the Official Records of _____ County, Oregon (the "Trust Deed"), which Trust Deed is by and between

_____, as Trustor,
_____, _____, as Trustee, and
_____, as Beneficiary, expressly subordinates the Trust Deed and its beneficial interest thereunder to the foregoing Covenant for Community Charitable Fee, as amended or restated ("Fee Agreement"). By executing this Subordination, the undersigned agrees that should the undersigned acquire title to all or any portion of the Properties by foreclosure (whether judicial or non-judicial), deed-in-lieu of foreclosure or any other remedy in or relating to the Trust Deed, the undersigned will acquire title subject to the provisions of this Covenant, which shall remain in full force and effect.

Date: _____, 200__

BENEFICIARY:

Address:

By: _____

Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 20__,
by _____ of _____,
an _____.

Notary Public for Oregon
My Commission Expires: _____