

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

RETFERD MEADOWS
 BEING A REPLAT OF PARCEL 3, PARTITION PLAT NO. 2011-005
 IN THE NW 1/4 AND SW 1/4 OF SECTION 14, AND
 THE NE 1/4 AND SE 1/4 OF SECTION 15, T. 3 S., R. 1 W., W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
 DATE: MARCH 17, 2014



LEGEND

- FOUND MONUMENT AS NOTED, ALSO FOUND OR SET PER PARTITION PLAT 2011-005.
- ▲ FOUND 5/8" I.R. W/PC MARKED "ALPHA COM. DEV." IN MONUMENT BOX PER PARTITION PLAT 2011-005.
- FOUND 5/8" I.R. W/PC MARKED "ALPHA COM. DEV." PER PARTITION PLAT 2011-005.
- 5/8" x 30" I.R. W/PC MARKED "WESTLAKE CONSULTANTS" SET ON REMAINS MONUMENTATION.
- △ 5/8" x 30" I.R. W/PC MARKED "WESTLAKE CONSULTANTS" SET IN MONUMENT BOX DURING REMAINING SET ON.
- ✕ 5/8" x 30" I.R. W/PC MARKED "WESTLAKE CONSULTANTS" SET IN ASPHALT PAVEMENT DURING SET ON.
- CONST. "CONSTRUCTION"
- I.P. "IRON PIPE"
- I.R. "IRON ROD"
- PP "PARTITION PLAT"
- PUE "PUBLIC UTILITY EASEMENT"
- SF "SQUARE FEET"
- SN "SURVEY NUMBER"
- W/PC "WITH ORANGE PLASTIC CAP"
- W/YPC "WITH YELLOW PLASTIC CAP"
- W/ALC "WITH ALUMINUM CAP"
- CXX CURVE DATA TAG
(SEE SHEETS 1 & 6 FOR CURVE DATA TABLES)

SURVEYED FOR:
LENNAR NORTHWEST, INC.
 2103 NE 129TH STREET
 VANCOUVER, WA 98686

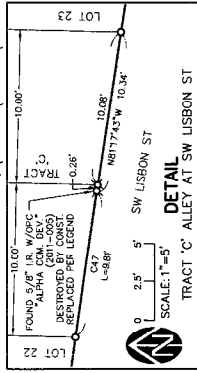
SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
 15115 SW SEQUOIA PARKWAY, SUITE 150
 TIGARD, OREGON 97224
 (503)684-6552

2149 03/17/14

RENEWAL: 12-31-15

SEE SHEET 4

SEE SHEET 2



FOUND 5/8" I.R. W/PC MARKED "COMPASS ENGINEERING (PP2011-005) DESTROYED BY CONSTRUCTION REPLACED PER LEGEND

FOUND 5/8" I.R. W/PC MARKED "ALPHA COM. DEV." DESTROYED BY CONSTRUCTION REPLACED PER LEGEND

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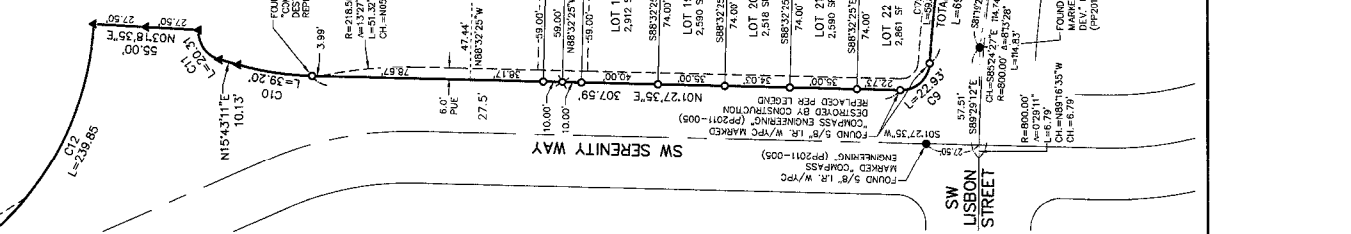
FOUND 5/8" I.R. W/PC MARKED "ALPHA COM. DEV." DESTROYED BY CONSTRUCTION REPLACED PER LEGEND

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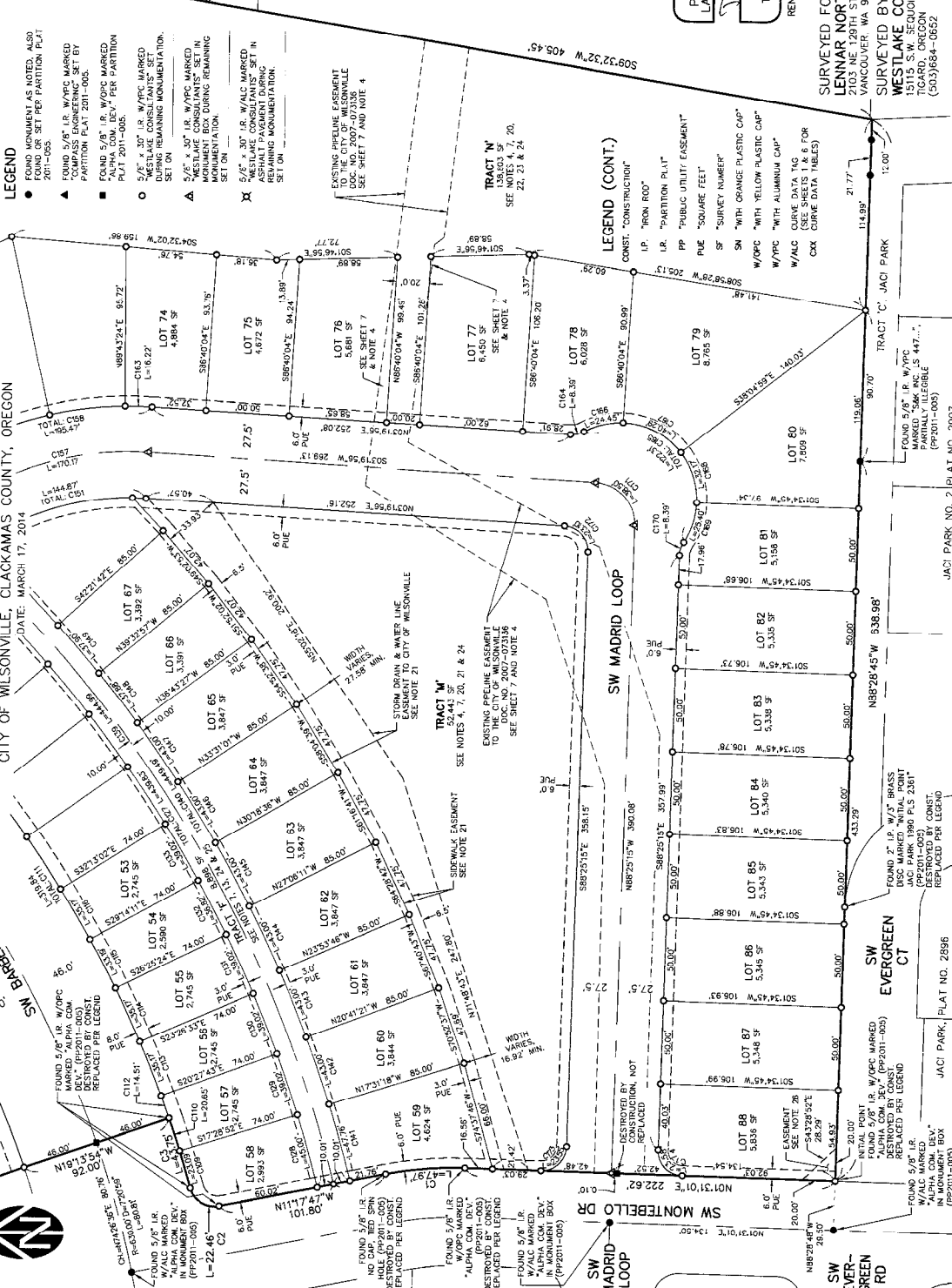
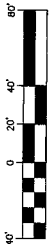
FOUND 5/8" I.R. W/PC MARKED "ALPHA COM. DEV." DESTROYED BY CONSTRUCTION REPLACED PER LEGEND



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RETHERFORD MEADOWS
 BEING A REPLAT OF PARCEL 3, PARTITION PLAT NO. 2011-005
 IN THE NW 1/4 AND SW 1/4 OF SECTION 14, AND
 THE NE 1/4 AND SE 1/4 OF SECTION 15, T. 3 S., R. 1 W., W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
 DATE: MARCH 17, 2014

SEE SHEET 4



- LEGEND**
- FOUND MONUMENT AS NOTED, ALSO SET PER PARTITION PLAT 2011-005
 - ▲ FOUND 5/8" I.R. W/OPC MARKED "ALPHA COM. DEV." SET BY PARTITION PLAT 2011-005
 - FOUND 5/8" I.R. W/OPC MARKED "ALPHA COM. DEV." PER PARTITION PLAT 2011-005
 - 5/8" x 30" I.R. W/OPC MARKED "ALPHA COM. DEV." SET DURING REMAINING MONUMENTATION
 - △ 5/8" x 30" I.R. W/OPC MARKED "WESTLAKE CONSULTANTS" SET IN MONUMENTATION
 - ✕ 5/8" x 30" I.R. W/ALC MARKED "WESTLAKE CONSULTANTS" SET IN REMAINING MONUMENTATION

EXISTING PIPELINE EASEMENT TO THE CITY OF WILSONVILLE SEE SHEET 7 AND NOTE 4

EXISTING PUBLIC EASEMENT TO THE CITY OF WILSONVILLE SEE NOTES 4, 7, 20, 21, 23 & 24

EXISTING PUBLIC EASEMENT TO THE CITY OF WILSONVILLE SEE SHEET 7 AND NOTE 4

LEGEND (CONT.)

- CONST. "CONSTRUCTION"
- LP "IRON ROD"
- PP "PUBLIC UTILITY EASEMENT"
- PUE "SQUARE FEET"
- SF "SURVEY NUMBER"
- SM "WITH ORANGE PLASTIC CAP"
- W/OPC "WITH YELLOW PLASTIC CAP"
- W/ALC "WITH ALUMINUM CAP"
- W/ALC CURVE DATA TAG & FOR CURVE DATA TABLES

TRACT 'N'
 SEE NOTES 4, 7, 20, 21, 23 & 24

TRACT 'M'
 SEE NOTE 21

TRACT 'W'
 SEE NOTES 4, 7, 20, 21 & 24

FOUND 5/8" I.P. W/5" BRASS DISC MARKED "JACI PARK 1980 PLS 2381" (PP2011-005) REPLACED PER LEGEND

FOUND 5/8" I.R. W/OPC MARKED "ALPHA COM. DEV." (PP2011-005) REPLACED PER LEGEND

FOUND 5/8" I.R. W/ALC MARKED "ALPHA COM. DEV." IN MONUMENT BOX (PP2011-005)

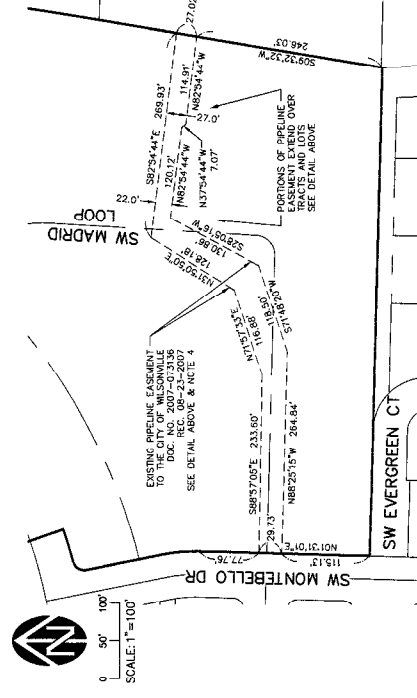
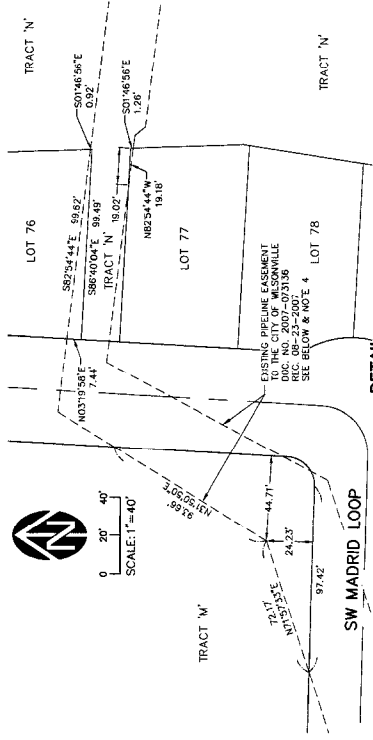
REGISTERED PROFESSIONAL LAND SURVEYOR
 OREGON
 APR 15, 2004
 TERRY C. GOLDEN
 68327245
 RENEWAL: 12-31-15

SURVEYED FOR:
LENNAR NORTHWEST, INC.
 2103 NE 129TH STREET
 VANCOUVER, WA 98686

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
 15115 S.W. SEQUOIA PARKWAY, SUITE 150
 TIGARD, OREGON 97224
 (503)684-0852

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

RETFERDOR MEADOWS
 BEING A REPLAT OF PARCEL 3, PARTITION PLAT NO. 2011-005
 IN THE NW 1/4 AND SW 1/4 OF SECTION 14, AND
 THE NE 1/4 AND SE 1/4 OF SECTION 15, T. 3 S., R. 1 W., W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
 DATE: MARCH 17, 2014



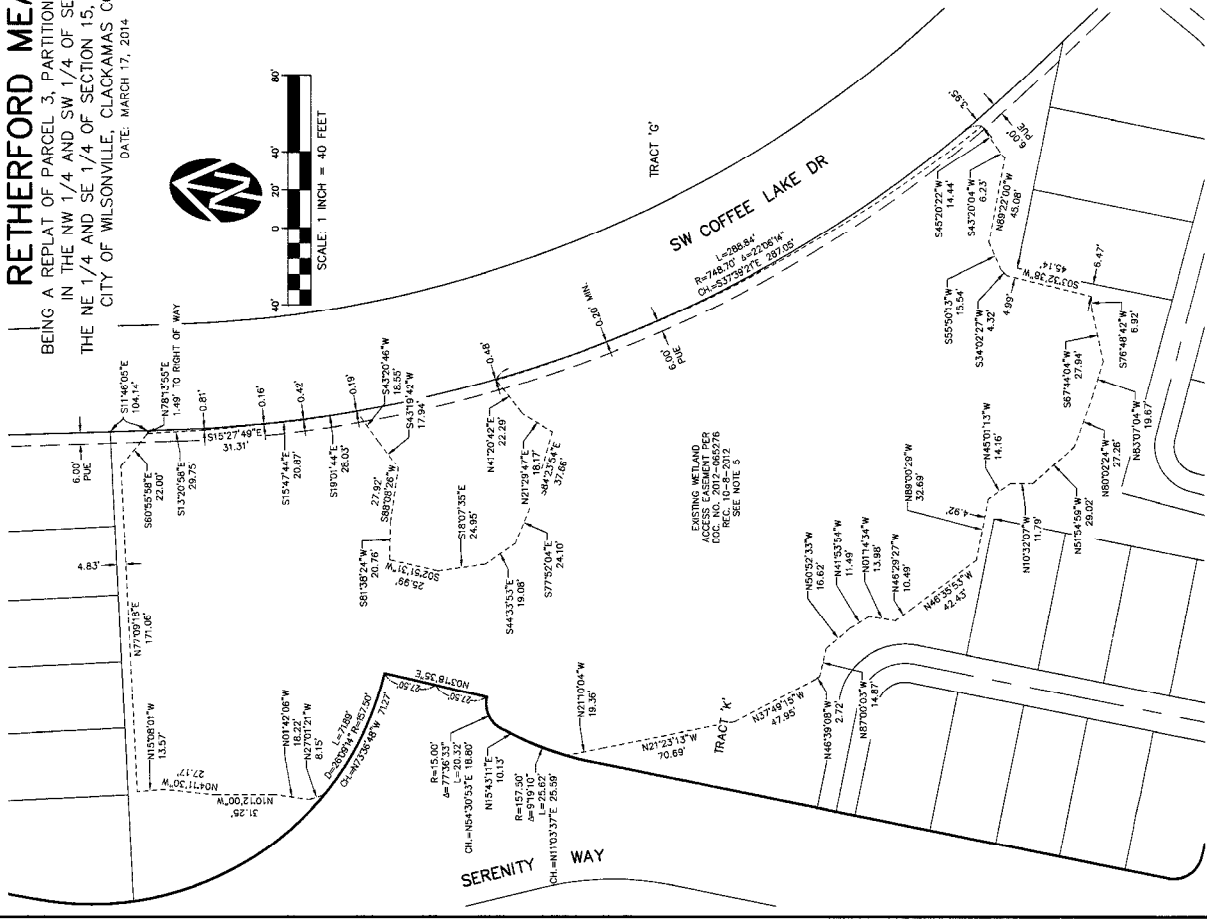
SURVEYED FOR:
LENNAR NORTHWEST, INC.
 2103 NE 128TH STREET
 VANCOUVER, WA 98666

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
 10000 SW PARKWAY, SUITE 150
 TIGARD, OREGON 97224
 (503)684-0652

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 NUMBER
 TOBY G. BOLDEN
 60377E

RENEWAL: 12-31-15



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RETFERFORD MEADOWS

BEING A REPLAT OF PARCEL 3, PARTITION PLAT NO. 2011-005
IN THE NW 1/4 AND SW 1/4 OF SECTION 14, AND
THE NE 1/4 AND SE 1/4 OF SECTION 15, T. 3 S., R. 1 W., W.M.
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON
DATE: MARCH 17, 2014

NOTES

- BOUNDARY DETERMINATION AND BASIS OF BEARINGS BASED ON PARTITION PLAT 2011-005, CLACKAMAS COUNTY SURVEY RECORDS.
- THIS REPLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL IMPOSED BY THE CITY OF WILSONVILLE UNDER DEVELOPMENT AGREEMENT NO. 2007-021336, REDEFINITION OF RETFERFORD MEADOWS (REDFERFORD MEADOWS) SUBDIVISION, PRELIMINARY DEVELOPMENT PLAN (REDEFERFORD MEADOWS) A. 08/11-0047; B. SEP-EAST PIPE-ZONE; C. PRELIMINARY DEVELOPMENT PLAN (REDEFERFORD MEADOWS) B. 08/11-0048; C. SEP-EAST REFINEMENTS; D. 08/11-0049; E. PRELIMINARY DEVELOPMENT PLAN (REDEFERFORD MEADOWS) D. 08/11-0050; F. TENTATIVE SUBDIVISION PLAN (REDEFERFORD MEADOWS) F. 08/11-0051; G. TREE PLAN; H. PRELIMINARY DEVELOPMENT PLAN (REDEFERFORD MEADOWS) G. 08/11-0054; I. SEP-EAST PHASE MODIFICATION.
- PUBLIC SANITARY SEWER AND PUBLIC STORM SEWER EASEMENTS FOR VARYING WIDTHS GRANTED OVER PARCEL 3 OF PARTITION PLAT NO. 2011-005, CLACKAMAS COUNTY PLAT RECORDS, ARE HEREBY ELIMINATED BY THIS REPLAT.
- A PIPELINE EASEMENT OF VARYING WIDTH GRANTED IN DOCUMENT NO. 2007-021336, CLACKAMAS COUNTY RECORDS, FOR THE BENEFIT OF THE CITY OF WILSONVILLE, EXISTS WITHIN PORTIONS OF PARCELS 3, 4 AND 5 OF THIS REPLAT. PARCELS 3, 4 AND 5 ARE NOT TO BE DIVIDED BY ANY MAINTAINED LOOP TO BE DESCRIBED IN THIS REPLAT, AS SHOWN ON SHEET 5.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS, CONDITIONS, RESTRICTIONS AND EASEMENTS ACCESS EASEMENTS IF RECORDED IN DOCUMENT NO. 2012-062724, CLACKAMAS COUNTY RECORDS, FOR THE BENEFIT OF THE OREGON DEPARTMENT OF STATE LANDS, THE WETLAND ACCESS EASEMENT OF WHICH IS LOCATED ENTIRELY WITHIN TRACT 'K', AS SHOWN ON SHEET 7.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS AS SPECIFIED IN THE DECLARATION AND RECORDS FOR THE COMMON AREA, SECTION 3.4.3 "EASEMENTS RESERVED BY DECLARANT," SECTION 3.4.4 "EASEMENTS RESERVED BY DECLARANT," SECTION 3.4.5 "ASSOCIATION'S EASEMENTS," SECTION 3.4.6 "EASEMENT TO CONVEYANCE ENTITIES" AND SECTION 3.4.7 "EASEMENTS RESERVED BY DECLARANT," AS SHOWN ON SHEETS 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND 17, ARE TO BE OWNED AND MAINTAINED BY THE RETFERFORD MEADOWS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE COVENANTS, CONDITIONS AND RESTRICTIONS NOTED ABOVE IN NOTE 6, AND HAVE BEEN CONVEYED BY DEED TO THE RETFERFORD MEADOWS HOMEOWNERS ASSOCIATION, 40 S. DENMARK STREET, WILSONVILLE, OREGON 97150, AND SHALL NOT BE SUBJECT TO AN INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF ALL GOVERNMENTAL ENTITIES, AGENCIES, UTILITIES AND THEIR AGENTS, AND THE OWNERS OF EACH LOT IN THIS SUBDIVISION AS SPECIFIED IN SAID COVENANTS, CONDITIONS AND RESTRICTIONS.
- TRACT 'A' IS SUBJECT TO AN EMERGENCY VEHICLE ACCESS EASEMENT TO THE CITY OF WILSONVILLE OVER ITS ENTRY, VEHICULAR ACCESS TO LOTS 2, 3 AND 4 IS HEREBY EXCLUDED, AND NO DRIVEWAY OR DRIVEWAY ACCESS TO LOTS 2, 3 AND 4 IS HEREBY EXCLUDED, TO AND FROM TRACT 'A', AND SHALL NOT BE FROM SW SERENITY WAY, SW DENMARK STREET OR SW COFFEE LAKE DRIVE.
- TRACT 'B' IS SUBJECT TO A SANITARY SEWER, STORM DRAIN SEWER, WATER PIPELINE, AND EMERGENCY VEHICLE ACCESS EASEMENTS TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'B' IS HEREBY EXCLUSIVELY TO AND FROM TRACT 'B', AND NOT FROM SW SERENITY WAY OR SW COFFEE LAKE DRIVE.
- TRACT 'C' IS SUBJECT TO A SANITARY SEWER, STORM DRAIN SEWER, WATER PIPELINE, AND EMERGENCY VEHICLE ACCESS EASEMENTS TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'C' IS HEREBY EXCLUSIVELY TO AND FROM TRACT 'C', AND NOT FROM SW SERENITY WAY OR SW LISBON STREET.
- TRACT 'D' IS SUBJECT TO A SANITARY SEWER, STORM DRAIN SEWER, WATER PIPELINE, AND EMERGENCY VEHICLE ACCESS EASEMENTS TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'D' IS HEREBY EXCLUSIVELY TO AND FROM TRACT 'D', AND NOT FROM SW COFFEE LAKE DRIVE OR SW LISBON STREET.
- TRACT 'E' IS SUBJECT TO A SANITARY SEWER, STORM DRAIN SEWER, WATER PIPELINE, AND EMERGENCY VEHICLE ACCESS EASEMENTS TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'E' IS HEREBY EXCLUSIVELY TO AND FROM TRACT 'E', AND NOT FROM SW COFFEE LAKE DRIVE, OR SW BARBER STREET.
- TRACT 'F' IS SUBJECT TO A SANITARY SEWER, STORM DRAIN SEWER, AND EMERGENCY VEHICLE ACCESS EASEMENTS TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'F' IS ALSO SUBJECT TO AN EGRESS EASEMENT FROM TRACT 'F' TO TRACT 'G', AND NOT FROM SW MARIANO LOOP, SW BARBER STREET, OR SW MONTELEONE DRIVE.
- TRACT 'G' SHALL BE OWNED BY THE DECLARANT, TRACT 'G' IS SUBJECT TO STORMWATER PIPELINE EASEMENTS OF VARYING WIDTHS AS SHOWN ON SHEETS 2, 3 AND 4, TRACT 'G' IS ALSO SUBJECT TO AN EGRESS EASEMENT FROM TRACT 'G' TO TRACT 'H', AND NOT FROM SW MARIANO LOOP, SW BARBER STREET, OR SW MONTELEONE DRIVE. TRACT 'G' WILL BE CONVEYED AT A FUTURE DATE TO THE CITY OF WILSONVILLE PURSUANT TO A DEVELOPMENT AGREEMENT BETWEEN LENNAR NORTHWEST, INC. AND THE CITY OF WILSONVILLE.
- THIS SUBDIVISION IS SUBJECT TO AN OWNERSHIP AND MAINTENANCE AGREEMENT, AS RECORDED IN DOCUMENT NO. 2011-005, CLACKAMAS COUNTY RECORDS.
- TRACTS 'H' AND 'I' ARE TO BE OWNED BY THE DECLARANT AND ARE TO BE MAINTAINED BY THE RETFERFORD MEADOWS HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE COVENANTS,

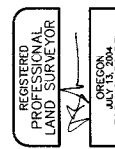
- CONDITIONS AND RESTRICTIONS NOTED ABOVE IN NOTE NO. 6.
- THE NORTHERLY PORTION OF TRACT 'J' IS SUBJECT TO A 7.00 FOOT WIDE PUBLIC UTILITY EASEMENT, PUBLIC TRAIL EASEMENT, AND AN ACCESS AND MAINTENANCE EASEMENT TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACT 'J' IS HEREBY EXCLUSIVELY TO AND FROM TRACT 'J', AND NOT FROM TRACT 'K'. TRACT 'J' IS ALSO SUBJECT TO A SIDEWALK EASEMENT FOR THE BENEFIT OF LOTS 6-11, AND THEIR GUESTS, AS SHOWN ON SHEET 2.
- A PORTION OF TRACT 'K' IS SUBJECT TO SIDEWALK EASEMENTS OF VARYING WIDTH FOR THE BENEFIT OF LOTS 23-29, AND THEIR GUESTS, ABUTTING LOTS 23-26 AND LOTS 27-29, AS SHOWN ON SHEET 3.
- TRACT 'L' IS SUBJECT TO A SIDEWALK EASEMENT FOR THE BENEFIT OF LOTS 37-41, AND THEIR GUESTS, OVER ITS ENTRY.
- TRACTS 'M' AND 'N' ARE SUBJECT TO PUBLIC PARK, PEDESTRIAN AND BICYCLE ACCESS EASEMENTS OF VARYING WIDTH TO THE CITY OF WILSONVILLE OVER ITS ENTRY, TRACTS 'M' AND 'N' ARE ALSO SUBJECT TO AN OWNERSHIP AND MAINTENANCE AGREEMENT AS STATED IN NOTE 15 OF THIS PLAT.
- TRACT 'M' IS SUBJECT TO A 6.00 FOOT WIDE PUBLIC SIDEWALK EASEMENT ABUTTING LOTS 59-68, AS SHOWN ON SHEET 5. TRACT 'N' IS ALSO SUBJECT TO STORM DRAIN AND WATER LINE EASEMENT OF VARYING WIDTH TO THE CITY OF WILSONVILLE, AS SHOWN ON SHEET 5.
- THIS NOTE INTENTIONALLY OMITTED.
- LOTS AND TRACTS ADJACENT TO SW BARBER STREET ARE SUBJECT TO AN 8.00 FOOT WIDE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON.
- TRACTS 'O' AND 'P' ARE SUBJECT TO SW BARBER STREET, SW LISBON STREET, THE WEST SIDE OF SW COFFEE LAKE DRIVE AND THE NORTH SIDE OF SW DENMARK STREET ARE SUBJECT TO A 6.00 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN HEREON.
- LOTS AND TRACTS ADJACENT TO ALLEYWAY TRACTS 'A', 'B', 'C', 'D', 'E', AND 'F', AND THE WEST SIDE OF LOT 41, AND TRACT 'L' ARE SUBJECT TO A 3.00 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN HEREON.
- A PORTION OF LOT 86 IS SUBJECT TO AN ENTRY MONUMENT EASEMENT FOR THE BENEFIT OF THE RETFERFORD MEADOWS HOMEOWNERS ASSOCIATION, AS SHOWN ON SHEET 5.
- A PORTION OF LOTS 12-17 IS SUBJECT TO A 5.00 FOOT WIDE NON-EXCLUSIVE SIDEWALK EASEMENT FOR THE BENEFIT OF SAID LOTS AND THEIR PATREES (WHOSE USE SHALL NOT BE UNREASONABLY INTERFERED WITH BY THE OWNERS OF SAID LOTS), AS SHOWN ON SHEET 2.
- PORTION OF LOT 69 IS SUBJECT TO A PUBLIC SIDEWALK EASEMENT OF VARYING WIDTH AS SHOWN ON SHEET 4.
- PORTION OF TRACT 'Q' IS SUBJECT TO AN ENTRY MONUMENT EASEMENT FOR THE BENEFIT OF THE RETFERFORD MEADOWS HOMEOWNERS ASSOCIATION, AS SHOWN ON SHEET 4.
- TRACT 'Q' AND TRACT 'R' ARE SUBJECT TO AN 8.00 FOOT WIDE SLOPE EASEMENT ABUTTING SW BARBER STREET TO THE CITY OF WILSONVILLE, AS SHOWN ON SHEET 4.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THAT PARCEL OF LAND DESCRIBED AS PARCEL 3 OF CLACKAMAS COUNTY PARTITION PLAT 2011-005.

THE BASIS OF BEARINGS IS THE NORTH LINE OF THE SUBJECT PARCEL BETWEEN FOUND MONUMENTS SHOWN AND NOTED HEREON AND HELD PER CLACKAMAS COUNTY PARTITION PLAT NO. 2011-005.

THE BOUNDARY WAS HELD AS SHOWN ON PARTITION PLAT 2011-005. MONUMENTATION WAS RECOVERED AND FOUND TO BE AS DESCRIBED AND MEASUREMENTS TAKEN WERE IN AGREEMENT WITH SAID PARTITION PLAT.



SURVEYED FOR:
LENNAR NORTHWEST, INC.
2103 NE 129TH STREET
VANCOUVER, WA 98686

SURVEYED BY:
WESTLAKE CONSULTANTS, INC.
15115 S.W. SEQUOIA PARKWAY, SUITE 150
TIGARD, OREGON 97224
(503)884-0652

RENEWAL: 12-31-15

21999-009P-14W

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REETHERFORD MEADOWS

BEING A REPLAT OF PARCEL 3, PARTITION PLAT NO. 2011-005
 IN THE NW 1/4 AND SW 1/4 OF SECTION 14, AND
 THE NE 1/4 AND SE 1/4 OF SECTION 15, T. 3 S., R. 1 W., W.M.
 CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

DATE: MARCH 17, 2014

SURVEYOR'S CERTIFICATE

I, TORY G. SOUDEN, DO HEREBY CERTIFY THAT I HAVE CORRECTLY
 SURVEYED AND MARKED WITH PROPER MONUMENTS THE LAND
 DESCRIBED IN THE ATTACHED PLAT, BEING A REPLAT OF PARCEL 3,
 LOCATED IN THE NORTHWEST AND SOUTHWEST ONE-QUARTER
 OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE
 WILSONVILLE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY,
 OREGON, THE BOUNDARIES OF WHICH BEING MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

APPROVED THIS 16th DAY OF April, 2014
 BY: Tory G. Souden
 CITY OF WILSONVILLE
 COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS 21st DAY OF MARCH, 2014
 BY: P. A. Newmyer
 CITY OF WILSONVILLE
 PLANNING DIRECTOR

BEING AT THE INITIAL POINT BEING A 5/8 INCH IRON ROD
 MONUMENTING A POINT AT THE MOST SOUTHWEST SOUTHWEST
 CORNER OF PARCEL 3 OF PARTITION PLAT NO. 2011-005,
 CLACKAMAS COUNTY PLAT RECORDS:

THENCE NORTH 01°30'00" EAST A DISTANCE OF 232.62 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 1";
 THENCE ALONG A 214.50 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 124°48'00" (CHORD BEARS NORTH
 83°03'45" WEST, 217.34 FEET), AN ARC DISTANCE OF 239.85 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 2";
 THENCE ALONG A NON-TANGENT 101.80 FOOT RADIUS CURVE TO
 A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 3";
 THENCE ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT,
 THROUGH A CENTRAL ANGLE OF 103°22'00" (CHORD BEARS
 NORTH 72°37'20" EAST, 43.74 FEET), AN ARC DISTANCE OF 43.75
 FEET TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP
 MARKED "ALPHA COM. DEV. 4";
 THENCE NORTH 19°33'54" WEST A DISTANCE OF 32.00 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 5";
 THENCE NORTH 20°07'33" WEST A DISTANCE OF 92.34 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 6";
 THENCE ALONG A NON-TANGENT 350.00 FOOT RADIUS CURVE TO
 THE LEFT WITH RADIAL LINE BEARING SOUTH 24°20'54" EAST,
 THROUGH A CENTRAL ANGLE OF 103°22'00" (CHORD BEARS NORTH
 64°23'32" EAST, 15.39 FEET), AN ARC DISTANCE OF 15.39 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 7";
 THENCE NORTH 25°32'00" WEST A DISTANCE OF 20.00 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 8";
 THENCE ALONG A NON-TANGENT 15.00 FOOT RADIUS CURVE TO
 THE RIGHT WITH RADIAL LINE BEARING SOUTH 25°32'01" EAST,
 THROUGH A CENTRAL ANGLE OF 89°25'05" (CHORD BEARS NORTH
 1°03'00" WEST, 15.00 FEET), AN ARC DISTANCE OF 15.00 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 9";
 THENCE NORTH 89°25'05" WEST A DISTANCE OF 15.00 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 10";
 THENCE ALONG A NON-TANGENT 157.50 FOOT RADIUS CURVE TO
 THE RIGHT WITH RADIAL LINE BEARING SOUTH 28°43'00" SOUTH
 79°51'40" WEST, 78.12 FEET), AN ARC DISTANCE OF 78.94 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 11";
 THENCE NORTH 85°46'50" WEST A DISTANCE OF 101.53 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 12";
 THENCE ALONG A 157.50 FOOT RADIUS CURVE TO THE RIGHT,
 THROUGH A CENTRAL ANGLE OF 04°29'07" (CHORD BEARS NORTH
 89°25'05" WEST, 15.00 FEET), AN ARC DISTANCE OF 15.00 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 13";
 THENCE NORTH 89°25'05" WEST A DISTANCE OF 15.00 FEET TO A
 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 14";
 THENCE ALONG A 167.10 FOOT RADIUS CURVE TO THE LEFT,
 THROUGH A CENTRAL ANGLE OF 04°43'00" (CHORD BEARS NORTH
 83°42'23" WEST, 66.62 FEET), AN ARC DISTANCE OF 66.65 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 15";
 THENCE ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT,
 THROUGH A CENTRAL ANGLE OF 07°34'37" (CHORD BEARS NORTH
 89°25'05" WEST, 15.00 FEET), AN ARC DISTANCE OF 15.00 FEET
 TO A 5/8 INCH IRON ROD WITH AN ORANGE PLASTIC CAP MARKED
 "ALPHA COM. DEV. 16";

APPROVED THIS 21st DAY OF APRIL, 2014
 BY: Paul R. Cloutier
 CLACKAMAS COUNTY BOARD OF COMMISSIONERS
 DELEGATE PER COUNTY CODE CHAPTER 1102

ALL TAXES FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED BY ORS
 92.005 HAVE BEEN PAID THROUGH JUNE 30, 2014.

APPROVED THIS 17 DAY OF April, 2014
 CLACKAMAS COUNTY ASSESSOR AND TAX COLLECTOR

BY: Sherry Hall
 COUNTY OF CLACKAMAS

STATE OF OREGON }
 COUNTY OF CLACKAMAS }

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT WAS RECEIVED FOR RECORD ON THIS
21st DAY OF April, 2014, AT
2:40 O'CLOCK, P.M.
 AS PLAT NO. 41381
 DOCUMENT NO. 2014-018240
 SHERRY HALL, CLACKAMAS COUNTY CLERK

BY: Sherry Hall
 COUNTY OF CLACKAMAS

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR NORTHWEST, INC., A DELAWARE
 CORPORATION, IS THE OWNER OF THE LAND REPRESENTED ON THE ANNEXED MAP,
 AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND HAS
 SHOWN HEREON AND DOES HEREBY DEICATE ADDITIONAL RIGHT-OF-WAY TO THE
 PUBLIC FOR PUBLIC USE, AND DOES HEREBY GRANT ALL EASEMENTS AS SHOWN OR
 NOTED ON SAID MAP, WITH RESTRICTIONS AS NOTED.

LENNAR NORTHWEST, INC., A DELAWARE CORPORATION
 BY: Ryan M. Selby
 RYAN M. SELBY, VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____ }
 COUNTY OF _____ }
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 17th 2014
 BY RYAN M. SELBY AS VICE PRESIDENT OF LENNAR NORTHWEST, INC., A DELAWARE CORPORATION.
 NOTARY SIGNATURE: Katherine Jean Gabriel
 KATHERINE JEAN GABRIEL, Notary Public
 COMMISSION NO. 4163282
 MY COMMISSION EXPIRES February 02, 2015

REMAINING CORNER MONUMENTATION

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THE SUBDIVISION HAVE BEEN
 CORRECTLY SET WITH PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE
 SETTING OF SAID MONUMENTS AND HAS BEEN RECORDED IN DOCUMENT NO. _____
 CLACKAMAS COUNTY RECORDS.

APPROVED THIS _____ DAY OF _____, 20____

CLACKAMAS COUNTY SURVEYOR

SURVEYED FOR:
 LENNAR NORTHWEST, INC.
 2103 NE 129TH STREET
 VANCOUVER, WA 98686

SURVEYED BY:
 WESTLAKE CONSULTANTS, INC.
 15115 S.W. SEQUOIA PARKWAY, SUITE 150
 TIGARD, OREGON 97224
 (503)864-0652

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 JUNE 15, 2004
 TOR G. SOUDEN
 003127

RENEWAL: 12-31-15

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

31p
15m
2011

Clackamas County Official Records
Sherry Hall, County Clerk

2014-018241

AFTER RECORDING, RETURN TO:
Lennar Northwest, Inc.
Attn: James C. Reinhart, Esq.
11807 NE 99th Street, Suite 170
Vancouver, WA 98682



\$353.00

01761469201400182410540549

04/21/2014 02:40:10 PM

PD-COV Cnt=4 Stn=2 COUNTER3
\$270.00 \$15.00 \$16.00 \$22.00 \$10.00 \$20.00

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
RETFERFORD MEADOWS**

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR RETHERFORD MEADOWS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR RETHERFORD MEADOWS ("Declaration") is made this 21st day of April, 2014 by Lennar Northwest, Inc., a Delaware corporation, as the ("Declarant").

WHEREAS, Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Wilsonville, County of Clackamas, State of Oregon, described in the Plat of Retherford Meadows, incorporated herein by reference, and also referred to as Retherford Meadows ("Plat"), recorded concurrently with this Declaration; and

WHEREAS, Declarant intends to develop the Property as a Class II planned development subject to the provisions of the Oregon Planned Community Act, ORS 94.550 to 94.783 (except for ORS 94.595 and 94.604), and to establish the planned community project of Retherford Meadows. 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 Owners, the Lots and Common Area within the Property; and

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities within the Property to create a Homeowners Association, to which will be delegated and assigned the powers and authority to own, maintain and administer the Association and the Common Area and facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and of each Lot Owner.

ARTICLE 1

DEFINITIONS

1.1 "Architectural Review Committee" or "ARC" shall be appointed as provided in Section 6.1 below.

1.2 "Articles" shall mean the Articles of Incorporation for the non-profit corporation, Retherford Meadows Homeowners' Association, or such similar name approved by and which have been or shall be filed by Declarant with the Oregon Corporation Commissioner on or prior to conveyance of the first Lot to an Owner other than Declarant.

1.3 “Association” shall mean and refer to the Retherford Meadows Homeowners’ Association, its successors and assigns.

1.4 “Retherford Meadows” shall mean the real property and all Common Areas described on the recorded Plat for the Property, as well as any annexations of additional lands.

1.5 “Board” or “Board of Directors” shall mean the Board of Directors of the Association.

1.6 “Bylaws” shall mean and refer to the Bylaws of the Association, which have been or shall be recorded as required by Oregon law, which have been or shall be recorded by Declarant on or prior to conveyance of the first Lot to an Owner other than Declarant as required by Oregon law.

1.7 “Common Area” shall mean and refer to any areas of land shown on the recorded Plat, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members of the Association, and areas outlined herein as the maintenance responsibility of the Association, including but not limited to Tracts A through N as shown on the Plat.

1.8 “Declarant” shall mean and refer to Lennar Northwest, Inc., a Delaware Corporation, its successors or assigns, or any successor or assign to all remainder of their interests in the development of the Property. All successors to Declarant shall have the same rights and interest as the initial Declarant. “Declarant” shall not refer to any other subsequent purchaser of a Lot or Home.

1.9 “Declaration” shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Covenants, Conditions and Restrictions for the Property

1.10 “Front Yard” shall mean the portion of the front and street side yard outside the fence of a Lot intended to be maintained by the Association.

1.11 “General Common Expenses” shall mean those Common Area expenses incurred by the Association for the benefit of all of the Owners of the Lots within the Property. Such definition shall also apply to the words “Common Expenses” as used in this Declaration.

1.12 “General Plan of Development” shall mean Declarant’s general plan of development of the Property as approved by appropriate governmental agencies, as may be amended from time to time.

1.13 “Home” shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household.

1.14 “Limited Common Alleys” shall mean the alleys marked as Tracts A through F on the Plat, which shall pertain to and be used for vehicular access to and from the Lots abutting them.

1.15 "Lot" shall mean and refer to any plot of land indicated upon the recorded Plat of the Property or any part thereof creating individual Home sites, including any annexations to the Plat. These do not include Common Areas and areas deeded to a government authority or utility.

1.16 "Lot Easement Area" shall mean and refer to those portions of any Lot subject to any easement benefiting the Association.

1.17 "Members" shall mean and refer to the Owners of Lots within the Property who are Members of the Association.

1.18 "Occupant" shall mean and refer to the occupant of a Home who shall be the Owner, lessee or any other person authorized by the Owner to occupy the premises.

1.19 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.20 "Ownership and Maintenance Agreement" shall mean that certain Ownership and Maintenance Agreement between the City of Wilsonville and Declarant recorded April 21, 2014, as Document No. 2014-018243 in the Records of Clackamas County, Oregon.

1.21 "Plat" shall mean and refer to the recorded Plat of Retherford Meadows and any annexations to the original Plat.

1.22 "Property" shall mean and refer to all real property described on the Plat, and any annexations of additional property, including the Common Area Tracts, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

1.23 "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC") and as may be from time to time amended by the Board and/or ARC.

1.24 "Sale" shall mean the conveyance of a Lot to a party other than Declarant or a successor Declarant.

1.25 "Tract" shall mean a parcel of land shown on the Plat and denoted by the word "Tract."

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

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Wilsonville, County of Clackamas, Oregon, in that certain Plat entitled Retherford Meadows filed in the plat records of Clackamas County, Oregon, more particularly described as Lots 1 through 88 and Tracts A through N of Retherford Meadows.

2.2 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 approximately 88 Lots in the subdivision, including the Lots on this Plat, and Lots expected to be created in property to be annexed to the subdivision, but this number may be adjusted at the sole discretion of Declarant.

2.2.1 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.

2.2.2 Consent or Joinder Not Required. No consent or joinder of any Class A member as defined in this Declaration or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Article.

2.2.3 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:

2.2.3.1 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;

2.2.3.2 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

2.2.3.3 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 2.2.3, in any Declaration of Annexation the Declarant may, but shall not be obligated to, establish different types of Lots and have particular rights and obligations pertain to different types of Lots, establish easements particular to 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 exclusions of other Lots and provisions particular to such limited Common Areas.

2.2.4 Voting Rights; Allocation of Assessments. Upon annexation, additional lots so annexed shall be entitled to voting rights and shall be responsible for payments or assessments as required for that fiscal year. At the beginning of the next fiscal year, assessments shall be reallocated and reapportioned equally based on the total number of lots following such annexations.

2.2.5 No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of 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.

ARTICLE 3

OWNERSHIP AND EASEMENTS

3.1 Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area. Each Owner, whether by deed, gift, devise or operation of law, for the Owner's own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Lots described in this Article are subject to the easements granted and reserved in this Declaration and in the Plat. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of the Property.

3.2 Ownership of Lots. Title to each Lot within the Property shall be conveyed in fee to an Owner. If more than one person or entity owns an undivided interest in the same Lot, such persons or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of the ARC, and of Declarant so long as Declarant owns any Lot.

3.3 Ownership of Common Areas. Title to the Common Area shall be conveyed to the Association not later than the date the first Lot is conveyed from the Declarant to Owners other than Declarant successors or assigns, or seven years from the date this Declaration is recorded, whichever is earlier, except Tract G shall be conveyed to City of Wilsonville and except Tracts H and I shall be retained by Declarant for future development. The Declarant or the Board of Directors may convey title to any present or future Common Area Tracts to a City, County or other Government agency.

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

3.4.1 Easements on Plat. The Common Area and Lots are subject to the easements and rights of way shown or noted on the Plat.

3.4.2 Easements for Common Area. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, other than the Limited Common Alleys. The Owners of the Lots benefiting from access from the Limited Common Alleys directly to their respective Lots shall have a non-exclusive right and easement to the use of the respective Limited Common Alleys.

3.4.3 Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a temporary easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and its 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 the Owner's family, tenants, guests or invitees. Further, Declarant reserves the right to install and maintain landscape improvements and hereby reserves a landscape maintenance easement on any Lot(s) or Common Area as Declarant deems necessary for sales and marketing purposes. Declarant is not obligated hereby to provide any landscaping in said areas noted in this Article.

3.4.4 Additional Easements. The Common Area and Lots are subject to all recorded dedications, easements, restrictive covenants, and other agreements, including by not limited to the Ownership and Maintenance Agreement. 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 the Property. 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 which may change the direction of flow 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.

3.4.5 Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements on, under and over the Property 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.

3.4.6 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 the Property, including but not limited to the Ownership and Maintenance Agreement.

3.4.7 Maintenance Obligations/Owner Restrictions. Except as otherwise provided in this Declaration, the Owner, at the Owner's expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area in a condition acceptable by the Board and shall hold the Association harmless from any such costs.

ARTICLE 4

LOTS AND HOMES

4.1 Residential Use. Lots shall be used for residential purposes only. Except with the consent of the Board of Directors of the Association, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or home builder to construct residences in any Lot, to store construction materials and equipment on such Lots in the normal course of construction, to use any residence as a sales office or model home for purposes of sales, and to maintain on site a temporary construction office or trailer, and (c) the right of the Owner of a Lot to maintain the Owner's professional or personal library, keep the Owner's personal business or professional records or accounts, handle the Owner's personal business or professional telephone calls or confer with business or professional associates, clients or customers, in the Owner's residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

4.2 Construction. Except for construction performed by or contracted for by Declarant, no construction, reconstruction or exterior alterations shall occur on any Lot unless the approval of the ARC is first obtained pursuant to Article 6. Consideration such as siting or

location on the lot, shape, size, color, design, height, solar access, or material may be taken into account by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to Homes, storage shelters, swimming pools, spas, landscaping, greenhouses, patios, fencing, basketball hoops or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. All construction must comply with the City Development Code, Building Code Standards, and the Development Plan for Retherford Meadows of SAP-East (PDP-2E). Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3 Design Guidelines. All Lots are subject to the standards contained in the City of Wilsonville Code and the Development Plan for Retherford Meadows of SAP-East (PDP-2E). The following restrictions are minimum standards applicable to all Lots:

4.3.1 Height. No Home shall exceed two (2) stories, excluding basement and/or garage levels, in height above the ground.

4.3.2 Garages. A garage must be constructed on each Lot. Garages may be used as a sales office by Declarant, but must be converted to a garage before permanent occupancy. Garages are to be maintained primarily for the storage of automobiles or similar vehicles. No garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.

4.3.3 Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type of security door or window security, such approval shall encourage or require a single style for all Homes so they will maintain a uniform and aesthetic appearance.

4.4 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six (6) months from the beginning of the construction so as to present a finished appearance when viewed from any angle. 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. All provisions of this Article 4 shall exclude any construction by the Declarant.

4.5 Improvements and Landscaping. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any improvements and landscaping associated with any maintenance easement held by the Association. Maintenance of all landscape

on Lots is the Owner's sole responsibility. Notwithstanding the foregoing, the Association shall maintain the Front Yard of each Lot, except for any improvements or landscaping made by the Owners, and Owners shall be responsible for the expense of the water, power, and any other utilities used in the maintenance of the Front Yard of a Lot. Further, all street trees shall be preserved in good condition at all times by the Lot Owner. Street trees shall be maintained and replaced if necessary by the HOA at the Lot Owner's expense. Replacement of any street trees shall be done by the HOA and must be consistent with the City of Wilsonville Development Code regarding size and type. Replacement of any rear yard trees shall be approved by the ARC and must be consistent with the City of Wilsonville Development Code regarding size and type. All landscaping and improvements on any Lot or Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. Maintenance of landscape areas shall include, but not be limited to watering, weeding, pruning, fertilization, mowing and other forms of maintenance. All Lots and Common Areas shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be watered, fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis.

4.5.1 Landscape installation on Lots by Owners is subject to approval by the ARC. All landscape on all Lots shall be completed no later than six (6) months after occupancy. No Owner may connect to any Association maintained irrigation system. No Owner may connect to an Association owned irrigation system.

4.5.2 Except as otherwise provided herein, all landscaping on Lots shall be maintained by Owners in good condition, including watering, weeding, pruning, fertilization, mowing, and other forms of maintenance. If Owner fails to maintain or repair Owner maintained areas, Declarant or the Board of Directors reserves the right to cause such maintenance or repair to be performed on behalf of Owner subject to Section 4.21.

4.5.3 Declarant reserves the right to install and maintain landscape improvements on any Lots or Common Area as described in Section 3.4.3 above.

4.6. Rental of Homes. An Owner shall be entitled to rent its residence if:

4.6.1 Written Rental Agreements Required. There is a written rental or lease agreement specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and Regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and Rules and Regulations shall constitute a default under the rental agreement.

4.6.2 Minimum Rental Period. The period of the rental or lease is not less than thirty (30) days; and

4.6.3 Tenant Must Be Given Documents. The Owner gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations.

4.6.4 Owner Responsibility. Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting tenant to do same.

4.7 Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Lot. It is the sole responsibility and requirement of any pet owner to immediately cleanup any pet waste deposited upon any Lot, Common Area, or Association maintained easement area. An Owner may be required to remove a pet from the Property upon the receipt of the third notice in writing from the Association Board of Directors of violation any rule, regulation or restriction governing pets within the Property. A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion.

4.8 Nuisance. No noxious, harmful or offensive activities shall be carried on upon any Lot or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9 Parking. Parking of boats, trailers, commercial vehicles, mobile homes, campers, other recreational vehicles or equipment regardless of weight shall not be allowed on any part of the Lot or Common Area except within a fenced area as approved by the ARC. All fencing must conform to Section 4.13. Parking shall only be in garages or driveways if no portion of the vehicle overhangs the street, sidewalks or pathways. Garages shall be primarily used for vehicular parking and not solely for storage. In addition, parking of vehicles is prohibited on any public street, private street or Common Area within the Property if so designated as a "no parking" area.

4.10 Vehicles in Disrepair. No Owner shall permit any vehicle, which is not currently licensed or is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot for a period in excess of forty-eight (48) hours, nor on a Common Area for any length of time. A vehicle shall be deemed in an "extreme state of disrepair" when the Board of Directors reasonably determines that its presence offends the Owners and Occupants. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to the Owner by the Association, the Association may have the vehicle removed from the Property and charge the expense of such removal to the Owner. All oil or grease on roadways and driveways shall be cleaned up immediately by Owner.

4.11 Signs. No signs shall be erected or maintained on any Lot except that not more than one "For Sale" sign placed by the Owner, Declarant or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot, subject to the provisions of Section 9.2 below and applicable law. All

signs shall comply with Federal, State, and City rules and regulations. The restrictions contained in this paragraph shall not prohibit the temporary placement of “political” signs on any Lot by the Owner or Occupant, or construction and marketing related signage by Declarant or its contractors, subject to compliance of the sign and its placement with applicable law. No signs of any kind, other than Declarant’s marketing signs or any Association signs for the common good of the Community, which have been previously approved by the Board of Directors, will be allowed on Common Areas. The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States by an Owner or occupant of a Lot if the flag is displayed on the Lot in a manner consistent with federal flag display law, 4 U.S.C. § 1 *et seq.* The Board may adopt reasonable rules and regulations consistent with federal flag display law regarding the placement and manner of display of such flag and the location and size of the flagpole.

4.12 Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for timely and proper disposal, out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by the Owner within five (5) days following the date on which notice is mailed to the Owner by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner. Each Owner is responsible for trash disposal, and shall remove individual trash containers within twelve (12) hours of collection. No trash or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents.

4.13 Fences and Hedges. No fences or boundary hedges shall be installed without prior written approval of the ARC. Further, all fences must meet the City of Wilsonville Development Code Standards. Except as otherwise provided in this Declaration, any fencing installed on Owner’s Lots either by Owner, or by Declarant, will be Owner’s maintenance responsibility. Notwithstanding the foregoing, the rear fencing and columns on Lots 69 through 88 (the “Association Fencing”) shall be maintained by the Association. All fences that are the Owner’s responsibility shall to be maintained in a condition acceptable to the Board and ARC. Side yard fencing on any Lot shall maintain a minimum five (5) foot setback from the front of the house. All fence materials, designs, and colors are subject to prior approval of the ARC. No chain link fencing will be visible from the street unless installed by Declarant.

4.14 Basketball Equipment, Service Facilities; Utilities. All basketball hoops and backboards shall be portable and shall not be affixed to a garage, residence, stationary post or other structure on a Home. When not in use, basketball hoops and backboards shall be stored out of sight of neighboring Homes. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements screened are not visible at any time from the street or a neighboring Home. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners collectively at their sole expense. The Association is not responsible for the maintenance of any utility, cable TV, or phone service facilities. The exterior location of any 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 Homes.

4.15 Antennas, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ARC. Exterior satellite dishes with a surface diameter of eighteen (18) inches or less may be placed on any Lot, subject to ARC approval, so long as they are installed above the first story (at least eight feet off the ground) and fully below the highest peak of the roof, in the least noticeable location as possible, such as at the eaves or other break in the natural lines of the residence. The ARC, as designated in this Declaration, shall have the absolute authority to determine whether the placement of the satellite dish fits these standards. The authority of the ARC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

4.16 Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. However, false alarms of security and fire systems will not be allowed to repeatedly occur. 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.

4.17 Grades, Slopes, and Drainage. There shall be no modification to or interference with the established grading and drainage patterns or other systems over or through any Lot or Common Area on the Property, unless properly engineered and permitted by the City, if required, and as approved by the ARC. Notwithstanding the foregoing, however, any permitted modifications to the established grading and drainage patterns may not affect other Lots, Common Areas or real property on or outside of the Property. The term "established grading and drainage patterns" shall mean any Declarant installed walls, grading, drainage systems, conduits, inlets and outlets, designed and constructed on the Property.

4.18 Damage or Destruction to Home or Lot. If all or any portion of a Lot or Home is damaged by fire or other casualty, the Owner shall either (i) restore the damaged improvements, or (ii) remove all damaged improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (i) in the immediately preceding sentence must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations and building codes. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter. In the event the Owner fails to commence such work within the six (6)-month period, the Association shall have the right, but not the obligation, to commence such work on behalf of, and for the sole account of, Owner.

4.19 Detached Building. No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures, shall be built without the prior written consent of the ARC and may not be built in any front or side yards adjacent to a street. All such detached buildings must meet the City of Wilsonville Development Code and Building Code Standards. No detached buildings shall be used as additional living space and none shall contain any plumbing. Permanent outbuildings shall be of a one (1) story design, shall not exceed nine (9) feet above the existing grade of the Lot, and shall be constructed of wood with roofing, siding color, style and finish that matches that of the exterior material of the Home. Metal sheds are prohibited. Heavy duty rubber or unbreakable plastic or composite storage sheds that are portable and temporary in nature, may be approved providing that they are: (i) screened or hidden from the view of neighboring Lots and Common Areas, and (ii) aesthetically harmonious with the home in terms of color and texture/finish (e.g. pebbled/muted/dull).

4.20 Owner's Maintenance Obligations. Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting, or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass, and plantings of every kind neatly trimmed, fertilized, property cultivated and free of trash, weeds and other unsightly materials. The provisions of this Article include all areas on Lots, except as provided in Section 4.5 above.

4.21 Right of Maintenance and Entry by Association. If an Owner fails to perform maintenance or repair which the Owner is obligated to perform pursuant to this Declaration for buildings or landscaping, and if the Board determines, after notice and a hearing (given pursuant to the provisions of the Bylaws), that such maintenance or repair is necessary to preserve the attractiveness, quality, nature or value of the Property, the Board may cause such maintenance or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Boards authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance written notice of not less than forty-eight (48) hours; except in emergency situations. Such right of maintenance shall include, but not be limited to, buildings, street trees and front and side yard landscape. All maintenance or repairs performed on behalf of Lot Owners shall be at the Owner's sole expense.

4.22 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.

4.23 City and County Ordinances and Regulations. The standards and restrictions of this Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of Wilsonville, Oregon or Clackamas County are more restrictive or provide for a higher or different standard, the ordinances and regulations of the City of Wilsonville, Oregon or Clackamas County, or any jurisdiction the Property may be annexed into, shall prevail.

4.24 Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws and 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.

4.25 Security. The Association is not responsible for security of the neighborhood or any Homes. The Owners are exclusively responsible for security of their Home and Property.

4.26 Environmental Issues. Each Owner acknowledges that Retherford Meadows includes environmentally sensitive areas and that there are common stormwater drainage systems within Retherford Meadows. The stormwater drainage systems shall be kept free from debris. Each Owner and the Association shall comply with all applicable laws and ordinances regarding the storage, disposal or release of hazardous materials. No dumping, spilling, release or washing of hazardous materials, waste or debris shall be done or permitted by any Owner or the Association within Retherford Meadows. All Owners and the Association shall dispose of any hazardous materials off site.

ARTICLE 5

COMMON AREA

5.1 Use of Common Areas. Use of Common Areas is subject to the provisions of the Declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. Tracts A through F are alleys. Tracts G, K, and N are native landscaping. Tracts H and I are temporarily landscaped for Association use, but are reserved for future development by Declarant. Tracts J, L, and M are formal landscaping. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors, which can be withheld in the Board's sole discretion. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors, which can be withheld in the Board's sole discretion. Nothing shall be stored or kept in the Homes or Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board.

5.2 Maintenance of Common Area. Except as otherwise provided in this Declaration, the Association shall pay for and maintain any improvements within the boundaries of Tracts A through N and any maintenance easement held by the Association as described in Section 3.4.5, the Association Fencing, and the Front Yards. The Limited Common Alleys shall be operated, maintained, replaced, and improved by the Association, but the entire cost thereof, including reserves for future maintenance, repairs, and replacements, shall be assessed on an equal basis of

the Owners of all of the Lots to which the Limited Common Alleys pertain. The Association shall keep the Common Area, improvements thereon, the Limited Common Alleys, the Association Fencing, and the Front Yards in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area, the Limited Common Alleys, the Association Fencing, and the Front Yards in first class condition. The Association shall have no obligation to maintain Tracts H and I when Declarant transfers Tracts H and I to a third party or when Tracts H and I become Lots for development. All landscaping and improvements on any Lot or Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by the Declarant or the ARC. All Lots and Common Areas shall be kept free of weeds and diseased or dead lawn, trees, ground cover or shrubs shall be promptly removed and replaced. All lawn areas shall be fertilized and neatly mowed, and trees and shrubs shall be fertilized and neatly trimmed on a regular basis. Maintenance of the Common Area is subject to the requirements, restrictions, and obligations contained in the Ownership and Maintenance Agreement. The Association shall exercise and perform all of the obligations of Declarant under the Ownership and Maintenance Agreement for Common Areas, except Tracts H and I, arising from and after formation of the Association.

5.3 Alterations to Common Area. The Declarant does not choose to limit its rights to add improvements to the Common Area and nothing in this Declaration shall be deemed to require Declarant to build any improvement on the Common Area. After all Lots to have been conveyed to Owners other than the Declarant or a Declarant assignee, the Association may construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration.

5.4 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account(s). As provided in Article 10, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area, the Limited Common Alleys, the Association Fencing, and the Front Yards) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

5.5 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement in connection with such matters.

5.6 Damage or Destruction of Common Area. In the event any Common Area, Limited Common Alley, or Front Yard is damaged or destroyed by an Owner or any of the Owner's Occupants, guests, tenants, licensees, agents or members of the Owner's family in a manner that would subject such Owner to liability for such damage under Oregon law, such

Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

ARTICLE 6

ARCHITECTURAL REVIEW COMMITTEE

6.1 Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing by the ARC. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owners, including but not limited to the Development Plan for Retherford Meadows of SAP-East (PDP-2E). The procedure and specific requirements for review and approval of construction may be set forth in design guidelines adopted from time to time by the ARC. Construction by Declarant is presumed to have been approved and is thereby exempt from this review. In all cases which the ARC consent is required by this Declaration, the provision of this Article shall apply.

6.2 Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. Declarant reserves the right to appoint all members of the ARC and all replacements thereto until the turnover. Declarant may appoint a single person to serve as the ARC. After turnover, Declarant shall delegate the right to appoint and remove members of the ARC to the Board of Directors. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all of its members for the ARC and there shall be no requirement for non-Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters which come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

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

6.4 Duties. The ARC shall consider and act upon the proposals, plans, or both submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may

adopt architectural rules, regulations and guidelines (“Architectural Standards”), which shall comply with the Development Plan for Retherford Meadows of SAP-East (PDP-2E). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in the Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

6.5 ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within twenty-one (21) days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval which is solely the responsibility of the Owner.

6.6 ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the ARC finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for the Property. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots or the Common Area, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether or not to consent to any proposed work.

6.7 Nonwaiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC’s right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.8 Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 6.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC’s action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must actually meet and receive evidence and argument. A final, conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

6.9 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.

6.10 Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify

the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

6.11 Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and the Owner's Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of therefrom.

6.12 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 the member.

6.13 Estoppel Certificate. Within twenty-one (21) days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made on, done, upon, or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner and the Owner's devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

ARTICLE 7

RETFERFORD MEADOWS HOMEOWNERS' ASSOCIATION

7.1 Members. Each Owner shall be a mandatory member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from,

ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the Association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration the Articles, Bylaws, and Rules and Regulations and any amendments thereof.

7.2 Proxy. Each Owner may cast the Owner's vote in person, pursuant to a proxy executed by the Owner, or by written ballot, as provided by ORS 94.647. An Owner may not revoke a proxy given pursuant to this Article except by actual notice or revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

7.3 Voting Rights. The Association shall have two (2) classes of voting members.

7.3.1 Class A. Class A members shall be all Owners of Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

7.3.2 Class B. The Class B member shall be the Declarant, its successors assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

7.3.2.1 The date that Lots representing seventy-five percent (75%) of Lots anticipated to be created and subject to this Declaration, including any anticipated annexation of additional Lots, have been conveyed to Owners other than Declarant ("Termination Date"); or

7.3.2.2 At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots.

When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Termination Date and thereafter shall be equal to the total number of Lots.

7.4 Procedure. All meetings of the Association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

ARTICLE 8

DECLARANT CONTROL

8.1 Interim Board and Officers. Declarant hereby reserves administrative control of the Association. Declarant, in its sole discretion, shall have the right to appoint and remove members of the interim Board of Directors, which shall manage the affairs of the Association and which shall be vested with all powers and rights of the Board of Directors. The interim Board shall consist of from one to three members. Notwithstanding the provision of this Section, at the Turnover Meeting (as hereinafter defined) at least one (1) Director shall be elected by Owners other than Declarant, even if Declarant otherwise has voting power to elect all of the members of the Board.

8.2 Turnover Meeting. Within ninety (90) days after the Termination Date, the Declarant shall call the Turnover Meeting as provided in Section 3.2 of the Bylaws for the purpose of turning over administrative control of the Association from the Declarant to the Class A members. Declarant shall give notice of the meeting to each Owner as provided in the Bylaws. If Declarant does not call the meeting required under this Article, any Owner may do so.

8.4 Board of Directors. At and following the Turnover Meeting, the Board of Directors of the Association shall be comprised of three (3) directors. The directors will be elected in the manner provided in the Bylaws.

ARTICLE 9

DECLARANT'S SPECIAL RIGHTS

9.1 General. Declarant is undertaking the work of developing Lots and other improvements within the Property. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, Declarant shall have the special rights set forth in this Article 9.

9.2 Marketing Rights. Declarant shall have the right to maintain a construction trailer, sales office and model on one or more of the Lots which Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. Declarant and prospective purchasers and their agents shall have the right to use and occupy the construction trailer, sales office and models during reasonable hours any day of the week. Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.

9.3 Declarant's Easements. Declarant has reserved easements over the Property as more fully described in Section 3.4.3 and 3.4.4 hereof.

9.4 Appearance and Design of the Property. Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that Declarant obtain governmental consents required by law. The construction and material standards of Article 4 notwithstanding, Declarant may change exterior and/or interior designs of Homes and Lots from its initial plans and the provisions in this Declaration, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.

9.5 Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

ARTICLE 10

FUNDS AND ASSESSMENTS

10.1 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, the Limited Common Alleys, and the Front Yards, including administrative costs and insurance for the Association, and for the exercise and performance of the Association's rights and obligations under the Ownership and Maintenance Agreement.

10.1.1 Common Expense Designations. Common Expenses of the nature described in Section 10.1 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, except Declarant or a Declarant assignee, and shall be designated "General Common Expenses".

10.1.2 Insurance by the Association. The Board shall obtain, and maintain in effect, from reputable insurance companies authorized to do business in the State of Oregon, public liability insurance with respect to all the Common Area in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Association or otherwise; provided, however, that such policy(ies) shall not be for an amount of less than One Million and No/100 Dollars (\$1,000,000.00) per person, per occurrence, and that such policy(ies) shall provide that the coverage thereunder cannot be canceled or substantially modified without at least ten (10) days written notice to the Association. No fire and casualty coverage will be purchased by the

Association for Homes. The Association may obtain such other and further policies of insurance as it deems advisable. The named insured on the policy shall be Retherford Meadows Homeowners' Association. The casualty insurance to be obtained by the Association pursuant to this Section 10.1.2 shall include the following terms, if the Board determines they are reasonably available:

10.1.2.1 A waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;

10.1.2.2 A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

10.1.2.3 A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;

10.1.2.4 A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction: and

10.1.2.5 A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.

The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of the Articles of Incorporation of the Association.

10.2 Covenants to Pay and Funds Held. 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 10. 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 the Property 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.

10.3 Basis of Assessments and Commencement of Assessments. Assessments are to be levied against all Lots, except those owned by Declarant, whether or not such Lots have been improved with a substantially completed Home. Provided, however, that no Assessment shall be levied against any Lot until such time as it is first sold to an Owner other than Declarant or Declarant assignee. Assessments for all Lots conveyed by Declarant to Owner, either by deed or land sales contract, shall begin on the day of the recording of the deed or land sale contract conveying or contracting to convey the Lot of the new Owner.

10.4 Annual Assessments. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The fiscal year shall be the calendar year unless another year is adopted by vote of the Board members. Annual Assessments will be levied on a quarterly basis unless otherwise approved by the Board.

10.4.1 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, not less than thirty (30) days and not more than ninety (90) days prior to the beginning of the fiscal year.

10.4.2 Allocation of General Assessments. The amount in the Association budget other than for Limited Assessments (defined below) shall be charged equally against all Lots which have closed escrow to an Owner other than Declarant or a Declarant assignee as annual assessments. Any profits of the Association shall be similarly allocated.

10.4.3 Special Assessments. The Board shall charge all expenses for maintenance, repair, replacement, taxes and insurance, including reserves if the Board elects pursuant to Section 10.5 below, for property that benefits only particular Lots to those benefited Lots in equal shares.

10.4.4 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.

10.4.5 Working Capital Fund. Declarant shall establish in the name of the Association a working capital fund for the Association. Amounts paid into this fund shall not be considered advance payments of the monthly assessments for common expenses assessments described in Section 10.4.2. Prior to the Turnover Meeting, the working capital fund shall be available for unexpected expenses, budget short falls, and capital expenditures, in the discretion of Declarant. At the time of closing of each sale of each Lot, the purchaser of such Lot shall make an initial contribution to the working capital fund equal to two months of Association general assessments for such Lot. After the Turnover Meeting, the working capital fund shall be a reserve fund available for unexpected expenses, budget shortfalls and capital expenditures, in the discretion of the Board of Directors.

10.4.6 Limited Common Alley Assessments. Annual Assessments, Special Assessments, and Reserve Funds relating to maintenance, upkeep, repair, replacement, or improvements to the Limited Common Alleys shall be assessed exclusively and on an equal basis to all of the Lots having the right to use the Limited Common Alleys.

10.5 Reserve Funds

10.5.1 Reserve Fund for Replacing Common Area Improvements. Declarant may in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, for any completed improvements located in, on, or under the Common Area or Lots for which the Association is responsible pursuant to this Declaration, that will normally require replacement within thirty (30) years. The reserve account need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owner is responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the reserve fund, Declarant initially, and thereafter the Association may impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots, except as otherwise provided in Section 10.4.3 above. The Reserve Fund Assessment, if any, shall be based on the reserve study, and updates thereof, described in Section 10.5.5, or other sources of reliable information. Nothing herein shall limit the authority of Declarant or 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 or that relate only to a particular type or category of Lot. The Reserve Fund shall be kept separate from other funds and may be used only for the purposes for which reserves have been established as specified in this Article.

10.5.2 If Declarant elects to impose reserve assessments, Declarant may elect to defer payment of the Reserve Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, Declarant may not defer such payment beyond the date of the Turnover Meeting or, if no Turnover Meeting is held, beyond the date the Owners assume administrative control of the Association. The books and records of the Association shall reflect the amount owing from Declarant for all Reserve Fund Assessments.

10.5.3 After the Turnover Meeting or at such time as the Owners have assumed responsibility for administration of the Association, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

10.5.4 The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for any other reserve items that the Board, in its discretion, may deem appropriate during a fiscal year. In addition, after the second anniversary of the Turnover Meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a seventy-five (75%) vote of the Owners. Any funds established for any of the purposes mentioned in this Article shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the Reserve Fund, if any, shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

10.5.5 Reserve Study. If Declarant elects to establish a Reserve Fund, Declarant initially, and thereafter the Board of Directors, shall on behalf of the Association 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 10.5.1 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.

10.6 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:

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

10.6.2 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;

10.6.3 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

10.6.4 Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots.

10.7 Accounts.

10.7.1 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 10.4.2 will be in the Current Operating Account and those portions of the assessments collected as reserves for replacement and deferred maintenance of capital improvements, if any, 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, if any, shall require the signatures of two (2) Directors.

10.7.2 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.

10.7.3 Current Operating Account. All ordinary maintenance and operating expenses shall be paid from the Current Operating Account.

10.8 Default in Payment of Assessments, Enforcement of Liens.

10.8.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot to which such assessment pertains. In a voluntary conveyance 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.

10.8.2 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 Clackamas 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 suitor 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 87, except that the Association's lien may be continued in force for a period not to exceed six (6) years from the date the assessment is due. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, and any first mortgage or deed of trust.

10.8.3 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 4.24.

10.8.4 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.

10.8.5 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. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

ARTICLE 11

GENERAL PROVISIONS

11.1 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe such person's conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

11.2 Intentionally Deleted.

11.3 Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal or review therefrom shall be entitled to recovery of reasonable attorneys' fees and costs.

11.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

11.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided however, amendments which do not constitute rescission or termination of the Declaration may be adopted as provided in Article 11.7 below.

11.6 Amendment. Except as otherwise provided in Articles 11.6, 11.9, and the restrictions set forth elsewhere herein, this Declaration may be amended in accordance with the provisions of ORS 94.590 at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes (without regard to any weighted vote otherwise allocated to the Class B member) for all Lots subject to this Declaration of each class of members that are eligible to vote. However, prior to transfer of any Lot to an Owner other than a Successor Declarant, Declarant has the right to amend the Declaration, Bylaws and Articles of Incorporation. Any amendment must be executed, certified and recorded as provided by law. Provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents. Provided further, until the Turnover Meeting, no amendment affecting the General Plan of Development or any other right of Declarant herein contained may be effected without the express written consent of Declarant or its successors and assigns.

11.7 Release of Right of Control. Declarant may give up its right of control in writing at any time by notice to the Association.

11.8 Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

11.9 Unilateral Amendment by Declarant. Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no Declarant amendment shall require notice to or approval by any Class A member.

11.10 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing the Association, such conflict shall be resolved by looking to the following documents in the order shown below;

1. Declaration of Covenants, Conditions, Restrictions, and Easements;
2. Articles of Incorporation;
3. Bylaws;
4. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 2nd day of April, 2014.

LENNAR NORTHWEST, INC., a
Delaware corporation

By: [Signature]
Ryan M. Selby, Vice President

WASHINGTON
STATE OF ~~OREGON~~)
CLARK) ss.
COUNTY OF ~~CLACKAMAS~~

The foregoing instrument was acknowledged before me the 2nd day of APRIL, 2014, by Ryan M. Selby, Vice President of Lennar Northwest, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public for the State of ~~Oregon~~ WASHINGTON
My Commission Expires: 07/03/2016

SCOTT BRANDON SANTOS
Notary Public
State of Washington
My Commission Expires
July 03, 2016

**BYLAWS OF
RETFERFORD MEADOWS HOMEOWNERS' ASSOCIATION**

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**BYLAWS OF
RETFERFORD MEADOWS HOMEOWNERS' ASSOCIATION**

ARTICLE 1

DEFINITIONS

1.1 Association. "Association" means RETFERFORD MEADOWS HOMEOWNERS' ASSOCIATION, a nonprofit corporation organized and existing under the laws of the State of Oregon.

1.2 Articles of Incorporation. "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.3 Declaration. The "Declaration" means the Declaration of Protective Covenants, Conditions, and Restrictions for Retherford Meadows to which these Bylaws are attached, as the same may be subsequently amended or supplemented pursuant to the terms thereof.

1.4 Incorporation by Reference. Except as otherwise provided herein, the terms that are defined in Section 1 of the Declaration are used in these Bylaws as therein defined.

ARTICLE 2

MEMBERSHIP

2.1 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such ownership be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

2.2 Membership List. The Secretary shall maintain at the principal office of the Association a membership list showing the name and address of the Owner of each Lot. The Secretary may accept as satisfactory proof of such ownership a duly executed and acknowledged conveyance, a title insurance policy, or other evidence reasonably acceptable to the Board of Directors.

ARTICLE 3

MEETINGS AND VOTING

3.1 Place of Meetings. Meetings of the members of the Association shall be held at such reasonable place convenient to the members as may be designated in the notice of the meeting.

3.2 Turnover Meeting. Declarant shall call the first meeting of the Owners to organize the Association within ninety (90) days after the Termination Date, as set forth in the Declaration. Notice of such meeting shall be given to all Owners as provided in Section 3.5. 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. At the Turnover Meeting, Declarant shall turn over to the Association, and the Association shall accept all responsibility for administration of the Association. Declarant shall, at such meeting, provide all documentation and records related to the administration of the business as provided by law.

3.3 Annual Meeting. The annual meeting of the members for the election of directors (after the Turnover Meeting only) 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 7:30 p.m. on the second (1st) Monday in October. 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.

3.4 Special Meetings. A special meeting of the Association may be called at any time by the President or by a majority of the Board of Directors. A special meeting shall be called upon receipt of a written request stating the purpose of the meeting from members having at least thirty percent (30%) of the voting rights entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

3.5 Notice of Meeting.

3.5.1 Written or printed notice stating the place, day and hour of the meeting, the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, any proposal to remove a director or officer and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting. Such notice shall be given either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member entitled to vote at such meeting and to all mortgagees who have requested such notice. Notices to Declarant shall be mailed. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail, with postage fully prepaid thereon, addressed to the member at his or her most recent address as it appears on the records of the Association or to the mailing address of his or her Lot.

3.5.2 When a meeting is adjourned for thirty (30) days or more, or when a redetermination of the persons entitled to receive notice of the adjourned meeting is required by law, notice of the adjourned meeting shall be given as for an original meeting. In all other cases, no notice of the adjournment or of the business to be transacted at the adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

3.6 Quorum. At any meeting of the Association, except the Turnover Meeting, members having at least twenty percent (20%) of the voting rights entitled to be cast at such meeting, present in person or by proxy, shall constitute a quorum, except when a larger quorum is required by the Declaration. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a member or members. 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 or more than thirty (30) days from the time the original meeting was held 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.

3.7 Voting Rights. Voting rights within the Association shall be allocated as provided in the Declaration.

3.8 Fiduciaries and Joint Owners. An executor, administrator, guardian or trustee may vote, in person or by proxy, at any meeting of the Association with respect to any Lot owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided that such person shall satisfy the Secretary that he or she is the executor, administrator, guardian or trustee holding such Lot in such capacity. Whenever a Lot is owned by two or more persons jointly, according to the records of the Association, the vote or proxy of such Lot may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of disagreement among the co-Owners, the vote of such Lot shall be disregarded completely in determining the proportion of votes given with respect to such matter, unless a valid court order establishes the authority of a co-Owner to vote.

3.9 Tenants and Contract Vendors. Unless otherwise expressly stated in the rental agreement or lease and a copy of such document is provided to the Board of Directors, all voting rights allocated to a Lot shall be exercised by the Owner. Unless otherwise stated in the contract, all voting rights allocated to a Lot shall be exercised by the vendee of any recorded land sale contract on the Lot.

3.10 Absentee Ballots and Proxies. A vote may be cast in person, by absentee ballot or by proxy. A proxy given by an Owner to any person who represents such Owner at meetings of the Association shall be in writing and signed by such Owner, and shall be filed with the secretary, at any time prior to or at the start of the meeting. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting or to the Board of Directors if a vote is being conducted by written ballot in lieu of a meeting. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one year after its date unless the proxy specifies a shorter term. Every proxy shall automatically cease upon sale of the Lot by its Owner. An Owner may pledge or assign such Owner's voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the Owner is entitled under these Bylaws and to exercise the Owner's voting rights from and after the time that the mortgagee shall give written notice of such pledge or assignment to the Board of Directors. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

3.11 Majority Vote. The vote of a majority of the voting rights entitled to be cast by the members present or represented by absentee ballot or proxy, at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law, by the Declaration, by the Articles of Incorporation, or by these Bylaws.

3.12 Rules of Order. All meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order, published by Robert's Rules Association.

3.13 Ballot Meetings.

3.13.1 At the discretion of the Board of Directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every member who is entitled to vote on the matter; provided, however, that a ballot meeting may not substitute for the Turnover Meeting or, if a majority of the Lots are the principal residences of the occupants, for the annual meetings of the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

3.13.2 The Board of Directors shall provide Owners with at least ten (10) days' notice before written ballots are mailed or otherwise delivered. If, at least three (3) days before written ballots are scheduled to be mailed or otherwise distributed, at least ten percent (10%) of the Owners petition the Board of Directors requesting secrecy procedures, a written ballot must be accompanied by a secrecy envelope, a return identification envelope to be signed by the Owner, and instructions for marking and returning the ballot. The notice shall state the general subject matter of the vote, the right of the Owners to request secrecy procedures, the date after which ballots may be distributed, the date and time by which any petition must be received by the Board requesting secrecy procedures and the address where any petition must be received. Notwithstanding the applicable provisions of Section 3.13.3, written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

3.13.3 If approval of a proposed action would otherwise require a meeting at which a certain quorum must be present and at which a certain percentage of total votes cast is required to authorize the action, the proposal will be deemed to be approved when the date for return of ballots has passed, a quorum of Lot Owners has voted, and the required percentage of approving votes has been received. Otherwise, the proposal shall be deemed to be rejected. If approval of a proposed action otherwise would require a meeting at which a specified percentage of Lot Owners must authorize the action, the proposal shall be deemed to be approved when the percentage of total votes cast in favor of the proposal equals or exceeds such required percentage. The proposal shall be deemed to be rejected when the number of votes cast in opposition renders approval impossible or when both the date for return of ballots has passed and such required percentage has not been met. Except as otherwise provided in Section 3.13.2, votes may be counted from time to time before the final return date to determine whether the proposal has passed or failed by the votes already cast on the date they are entered.

3.13.4 All solicitations for votes by written ballot shall state the number of responses needed to meet any applicable quorum requirement and the total percentage of votes needed for approval. All such solicitations for votes shall specify time period during which the Association will accept written ballots for counting, which period shall end on the earliest of (i) the date on which the Association has received a sufficient number of approving ballots to pass the proposal, (ii) the date on which the Association has received a sufficient number of disapproving ballots to render the proposal impossible of passage, or (iii) a date certain by which all ballots must be returned to be counted. A written ballot may not be revoked.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Number and Qualification. 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 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.

4.2 Interim Directors. 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 below.

4.3 Election and Tenure of Office.

4.3.1 At the Turnover Meeting, the interim directors shall resign and the members shall elect three (3) directors, two (2) directors to serve for two (2) years and one (1) for a term of one (1) year. Thereafter, the successors to each director shall serve for two (2) years. The nominees' terms shall be in order based on the number of votes received, with the largest number of votes serving the longest term. In the event of a tie, term selection shall be by random means. If a Director is unable to serve his or her full term, a successor Director shall be selected in accordance with Section 4.4 below.

4.3.2 All directors shall hold office until their respective successors have been elected by the members. Election shall be by plurality.

4.4 Vacancies.

4.4.1 A vacancy in the Board of Directors shall exist upon the death, resignation or removal of any director, or if the authorized number of directors is increased, or if the members fail at any annual or special meeting of members at which any director or directors are to be elected to elect the full authorized number of directors to be voted for at that meeting. Vacancies in interim directors shall be filled by Declarant.

4.4.2 Vacancies in the Board of Directors, other than interim directors, may be filled by a majority of the remaining directors even though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the unexpired term and until his or her successor is elected.

4.5 Removal of Directors. All or any number of the directors, other than interim directors, may be removed, with or without cause, at any meeting of members at which a quorum is present, by a vote of a majority of the number of votes entitled to be cast at an election of directors. No removal of a director shall be effective unless the matter of removal was an item on the agenda and stated in the notice of the meeting as provided in these Bylaws.

4.6 Powers. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, or by the Declaration, or by these Bylaws may not be delegated to the Board of Directors by the Owners. The Board of Directors may delegate responsibilities to committees or a managing agent, but shall retain ultimate control and supervision. The powers and duties to be exercised by the Board of Directors shall include any provisions in the Declaration, the Oregon Planned Community Act, the Oregon Non-Profit Corporations Act, and the following:

4.6.1 Carry out the program for maintenance, upkeep, repair and replacement of any property required to be maintained by the Association as described in the Declaration and these Bylaws.

4.6.2 Determine the amounts required for operation, maintenance and other affairs of the Association, and the making of such expenditures.

4.6.3 Prepare a budget for the Association, and assessment and collection of the Assessments.

4.6.4 Employ and dismiss such personnel as may be necessary for such maintenance, upkeep and repair.

4.6.5 Employ legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the Board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter unless the Owners have enacted a resolution authorizing the incurring of such fees by a vote of seventy-five percent (75%) of the voting rights present in person or by absentee ballot or proxy at a meeting at which a quorum is constituted. This limitation shall not be applicable to legal fees incurred in defending the Association or the Board of Directors from claims or litigation brought against them. The limitation set forth in this paragraph shall increase by \$500 on each fifth anniversary of the recording of the Declaration. To the extent required by the Oregon Planned Community Act, the Board shall notify the Owners before instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association, the Board shall periodically report to the Lot Owners as to the status (including settlement offers), progress, and method of funding

such litigation. Nothing in this paragraph shall be construed as requiring the Board to disclose any privileged communication between the Association and its counsel.

4.6.6 Open bank accounts on behalf of the Association and designating the signatories required therefore.

4.6.7 Prepare and file, or cause to be prepared and filed, any required income tax returns or forms for the Association

4.6.8 Purchase Lots at foreclosure or other judicial sales in the name of the Association or its designee.

4.6.9 Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of directors), or otherwise deal with Lots acquired by the Association or its designee.

4.6.10 Obtain insurance or bonds pursuant to the provisions of these Bylaws and review such insurance coverage at least annually.

4.6.11 Make additions and improvements to, or alterations of the Common Areas, or modify, close, remove, eliminate or discontinue use of any common facility, including any improvement or landscaping, except that any such modification, closure, removal, elimination or discontinuance (other than on a temporary basis) of any swimming pool, spa or recreational or community building must be approved by a majority vote of the members at a meeting or by written ballot held or conducted in accordance with these Bylaws.

4.6.12 From time to time adopt, modify, or revoke such rules and regulations governing the details for the operation of the Association, the conduct of persons and the operation and use of the Property as the Board of Directors may deem necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Property. Such action may be overruled or modified by vote of not less than seventy-five percent (75%) of the voting rights of each class of members present, in person or by proxy, at any meeting, the notice of which shall have stated that such modification or revocation of rules and regulations will be under consideration.

4.6.13 Enforce by legal means the provisions of the Declaration, these Bylaws, Oregon statutes, and any rules and regulations adopted hereunder.

4.6.14 In the name of the Association, maintain a current mailing address of the Association, file annual reports with the Oregon Secretary of State, and maintain and keep current the information required to enable the Association to comply with ORS 94.670(7).

4.6.15 Enter into management agreements with professional management firms and delegate such business and record keeping functions as may be appropriate to said management firm.

4.7 Meetings.

4.7.1 Meetings of the Board of Directors shall be held at such place as may be designated from time to time by the Board of Directors or other persons calling the meeting.

4.7.2 Annual meetings of the Board of Directors shall be held within thirty (30) days following the adjournment of the annual meetings of the members.

4.7.3 Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President or by any two directors.

4.8 Open Meetings.

4.8.1 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.

4.8.2 Meetings of the Board of Directors may be conducted by telephonic 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 may not be circumvented by chance or social meetings or by any other means.

4.9 Notice of Meetings.

4.9.1 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 meetings. 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.

4.9.2 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.

4.10 Quorum and Vote.

4.10.1 A majority of the directors shall constitute a quorum for the transaction of business. A minority of the directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business.

4.10.2 The action of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors unless a greater number is required by law, the Declaration, the Articles of Incorporation or these Bylaws.

4.10.3 A director must be present at a meeting of the Board of Directors to cast a vote. No proxy votes by directors for Board actions are permissible.

4.11 Liability. Neither a member of the Board of Directors nor an officer of the Association shall be liable to the Association, any Owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties so long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall defend such individual against such claims and indemnify such individual against liability and expenses incurred to the maximum extent permitted by law. The managing agent of the Association, and its officers and employees, shall not be liable to the Association, the Owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional acts, and the Association shall indemnify the managing agent and its officers and employees from any such claims, other than for gross negligence or intentional misconduct.

4.12 Compensation. No director shall receive any compensation from the Association for acting as such.

4.13 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.

4.14 Enforcement Procedures. The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, these Bylaws, the

Limited Common Alley or the Rules and Regulations. To the extent specifically required by the Declaration, the Board of Directors shall comply with the following procedures prior to the imposition of sanctions:

4.14.1 Notice. The Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator shall have fourteen (14) days to present a written request for a hearing before the Board of Directors or a covenants committee appointed by the Board of Directors, if any; and (iv) a statement that the proposed sanction may be imposed as contained in the notice unless a hearing is requested within fourteen (14) days of the notice.

4.14.2 Response. The alleged violator shall respond to the notice of the alleged violation in writing within such fourteen (14) day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board of Directors in writing within such fourteen (14) day period the Board of Directors may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed, provided, however, that the Board of Directors or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any response or request for a hearing shall be delivered to the Association's manager, President or Secretary, or as otherwise specified in the notice of violation.

4.14.3 Proof of Notice. Prior to the effectiveness of sanctions imposed pursuant to this section, proof of proper notice shall be placed in the minutes of the Board of Directors or covenants committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

4.14.4 Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Board of Directors or the covenants committee, as applicable. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing (i.e., the decision) and the sanction, if any, to be imposed.

4.14.5 Appeal. Following a hearing before the covenants committee, if applicable, the violator shall have the right to appeal the decision to the Board of Directors. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President or Secretary within ten (10) days after the hearing date.

4.14.6 Enforcement Policies. The Board of Directors, by resolution, may adopt additional policies and procedures governing enforcement of the Declaration, these Bylaws or the Rules and Regulations.

ARTICLE 5

OFFICERS

5.1 Designation and Qualification. The officers of the Association shall be the President, the Secretary, the Treasurer, and such Vice Presidents and subordinate officers as the Board of Directors shall from time to time appoint. Each officer shall be a member of the Board of Directors. Any two offices, except the offices of President and Secretary, may be held by the same person.

5.2 Election and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board to serve for one (1) year and until their respective successors are elected. If any office shall become vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors shall elect a successor to fill the unexpired term at any meeting of the Board of Directors.

5.3 Removal and Resignation.

5.3.1 Any officer may be removed upon the affirmative vote of a majority of the directors whenever, in their judgment, the best interests of the Association will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.3.2 Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective, provided, however, that the Board of Directors may reject any postdated resignation by notice in writing to the resigning officer. The effectiveness of such resignation shall not prejudice the contract rights, if any, of the Association against the officer so resigning.

5.4 President. The President shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have powers of general supervision, direction and control of the business and affairs of the Association. He or she shall preside at all meetings of the members and of the Board of Directors. He or she shall be an ex officio member of all the standing committees, including the executive committee, if any, shall have the general powers and duties of management usually vested in the office of president of a nonprofit corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

5.5 Vice Presidents. The Vice Presidents, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Senior Vice President as designated by the Board of Directors.

5.6 Secretary.

5.6.1 The Secretary shall keep or cause to be kept a book of minutes of all meetings of directors and members showing the time and place of the meeting, whether it was regular or special, and if special, how authorized, the notice given, the names of those present at directors' meetings, the number of memberships present or represented at members' meetings and the proceedings thereof.

5.6.2 The Secretary shall give or cause to be given such notice of the meetings of the members and of the Board of Directors as is required by these Bylaws or by law. The Secretary shall keep the seal of the Association, if any, and affix it to all documents requiring a seal, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

5.6.3 If there are no Vice Presidents, then in the absence or disability of the President, the President's duties and powers shall be performed and exercised by the Secretary.

5.7 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements. The books of accounts shall at all reasonable times be open to inspection by any director. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. The Treasurer shall disburse or cause to be disbursed the funds of the Association as may be ordered by the Board, shall render to the President and directors, whenever they request it, an account of all of the Treasurer's transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

5.8 Compensation of Officers. No officer who is a member of the Board of Directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the members. The Board of Directors may fix any compensation to be paid to other officers.

ARTICLE 6

ASSESSMENTS, RECORDS, AND REPORTS

6.1 Assessments. As provided in the Declaration, the Association, through its Board of Directors, shall do the following:

6.1.1 Assess and collect from every Owner Assessments in the manner described in the Declaration.

6.1.2 Keep all funds received by the Association as Assessments, other than reserves described in the Declaration, in the Operations Fund and keep all reserves collected

pursuant to the Declaration in the Reserve Fund and use such funds only for the purposes described in the Declaration.

6.1.3 From time to time, and at least annually, prepare a budget for the Association, estimating the common expenses expected to be incurred with adequate allowance for reserves based upon the reserve study required by the Declaration, and determine whether the Annual Assessment should be increased or decreased. Within thirty (30) days after adopting a proposed annual budget, the Board of Directors shall provide a summary of the budget to all Owners. If the Board of Directors fails to adopt a budget, the last adopted annual budget shall continue in effect.

6.1.4 Fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of any Assessment shall be sent to every Owner subject thereto and to any first mortgagee requesting such notice. The due dates shall be established by the Board of Directors, which may fix a regular flat Assessment payable on a monthly, quarterly, semiannual or annual basis. The Board of Directors shall cause to be prepared a roster of the Lots showing Assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner or mortgagee during regular business hours. Within ten (10) business days after receiving a written request, and for a reasonable charge, the Association shall furnish to any Owner or mortgagee a recordable certificate setting forth the unpaid Assessments against such Owner's Lot. Such certificate shall be binding upon the Association, the Board of Directors, and every Owner as to the amounts of unpaid Assessments

6.1.5 If Additional Properties are annexed to the Property, the Board of Directors shall assess any Lots included therein in accordance with the provisions of the Declaration.

6.1.6 Enforce the Assessments in the manner provided in the Declaration.

6.1.7 Keep records of the receipts and expenditures affecting the Operations Fund and Reserve Fund and make the same available for examination by members and their mortgagees at convenient hours, maintain an Assessment roll showing the amount of each Assessment against each Owner, the amounts paid upon the account and the balance due on the Assessments, give each member written notice of each Assessment at least 30 days before the time when such Assessments shall become due and payable; and for a reasonable charge, promptly provide any Owner or mortgagee who makes a request in writing with a written certificate of such Owner's unpaid Assessments.

6.2 Records. The Association shall keep within the State of Oregon correct and complete financial records sufficiently detailed for proper accounting purposes, keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and retain all documents, information and records turned over to the Association by Declarant. All documents, information and records delivered to the Association by Declarant pursuant to ORS 94.616 shall be kept within the State of Oregon.

6.3 Statement of Assessments Due. The Association shall provide, within ten (10) business days after receipt of a written request from an Owner or mortgagee, a written statement that provides: (a) the amount of assessments due from the Owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late-payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed-rate charge for late payment. The Association is not required to comply with this section if the Association has commenced litigation by filing a complaint against the Owner and the litigation is pending when the statement would otherwise be due.

6.4 Inspection of Books and Records. Except as otherwise provided in ORS 94.670(5), during normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by Owners, lenders, and holders of any mortgage of a Lot that make the request in good faith for a proper purpose, current copies of the Declaration, Articles, Bylaws, Rules and Regulations, amendments or supplements to such documents and the books, records, financial statements and current operating budget of the Association. The Association shall maintain a copy, suitable for purposes of duplication, of each of the following: (a) the Declaration, these Bylaws, the Rules and Regulations and any amendments or supplements to them; (b) the most recent financial statement of the Association; and (c) the current operating budget of the Association. The Association, within ten (10) business days after receipt of a written request by an Owner, shall furnish copies of such documents to the requesting Owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The Board of Directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs for furnishing the documents, information or records.

6.5 Payment of Vouchers. The Treasurer or managing agent shall pay all vouchers for all budgeted items and for any non-budgeted items, up to \$1,000 signed by the President, managing agent, manager or other person authorized by the Board of Directors. Any voucher for non-budgeted items in excess of \$1,000 shall require the authorization of the President or a resolution of the Board of Directors.

6.6 Execution of Documents. The Board of Directors may, except as otherwise provided in the Declaration, Articles of Incorporation, or these Bylaws, authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable for any purpose or for any amount.

6.7 Reports and Audits. An annual financial statement consisting of a balance sheet and an income and expense statement for the preceding year shall be rendered by the Board of

Directors to all Owners, and to all mortgagees who have requested the same, within ninety (90) days after the end of each fiscal year. From time to time, the Board of Directors, at the expense of the Association, may obtain an audit of the books and records pertaining to the Association and furnish copies thereof to the members. At any time any Owner or holder of a mortgage may, at their own expense, cause an audit or inspection to be made of the books and records of the Association. Subject to ORS 94.670 (4), if the Association has annual assessments exceeding \$75,000, it shall cause the financial statement required herein to be reviewed within 180 days after the end of the fiscal year by an independent certified public accountant licensed by the State of Oregon.

ARTICLE 7

INSURANCE

7.1 Types of Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain and maintain at all times, and shall pay for out of the Operations Fund, the following insurance:

7.1.1 Property Damage Insurance.

7.1.1.1 The Association shall maintain a policy or policies of insurance covering loss or damage from fire, with standard extended coverage and "all risk" endorsements, and such other coverages as the Association may deem desirable.

7.1.1.2 The amount of the coverage shall be for not less than one hundred percent (100%) of the current replacement cost of the improvements on the Common Areas exclusive of land, foundation, excavation and other items normally excluded from coverage), subject to a reasonable deductible.

7.1.1.3 The policy or policies shall include all fixtures and building service equipment to the extent that they are part of the Common Areas and all personal property and supplies belonging to the Association.

7.1.2 Liability Insurance.

7.1.2.1 The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board of Directors, and time managing agent, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Areas, including legal liability arising out of lawsuits related to employment contracts of the Association, There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owner and liability incident to the ownership and/or use of the part of the Property as to which such Owner has the exclusive use or occupancy.

7.1.2.2 Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis.

7.1.2.3 Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured.

7.1.3 Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

7.1.4 Fidelity Insurance.

7.1.4.1 The Board of Directors may cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. The cost of such insurance, if any, shall be borne by the Association.

7.1.4.2 The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors.

7.1.4.3 Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurance issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

7.2 Insurance by Lot Owners. Each Owner shall be responsible for obtaining, at his or her own expense, homeowner's insurance covering the improvements on the Owner's Lot and liability resulting from use or ownership of the Lot, unless the Association agrees otherwise. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained under this section by the Owners.

7.3 Planned Community Act Requirements. The insurance maintained by the Association shall comply with the requirements of the Oregon Planned Community Act, ORS 94.550 to 94.780.

ARTICLE 8

GENERAL PROVISIONS

8.1 Seal. The Board of Directors may, by resolution, adopt a corporate seal.

8.2 Notice. All notices to the Association or to the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices to members shall be sent to the member's Home or to such other address as may have been designated by the member from time to time in writing to the Board of Directors.

8.3 Waiver of Notice. Whenever any notice to any member or director is required by law, the Declaration, the Articles of incorporation, or these Bylaws, a waiver of notice in writing signed at any time by the person entitled to notice shall be equivalent to the giving of the notice.

8.4 Action Without Meeting. Any action that the law, the Declaration, the Articles of Incorporation or the Bylaws require or permit the members or directors to take at any meeting may be taken without a meeting or ballot meeting if a consent in writing setting forth the action so taken is signed by all of the members or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the members or directors, shall be filed in the records of minutes of the Association.

8.5 Conflicts. These Bylaws are intended to comply with the Oregon Planned Community Act, the Oregon Nonprofit Corporation Law, the Declaration and the Articles of Incorporation. In case of any irreconcilable conflict, such statutes and documents shall control over these Bylaws.

ARTICLE 9

AMENDMENTS TO BYLAWS

9.1 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 cast 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.

9.2 Adoption.

9.2.1 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 pursuant to Section 3.13, 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 51%) of the voting rights, together with the written consent of the Class B

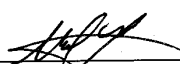
member, if any. Amendment or repeal of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration.


9.2.2 Notwithstanding the provisions of the preceding paragraph, until the turnover Meeting has occurred, Declarant shall have time 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 time 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.

9.3 Relationship to Declaration. If a provision required to be in the Declaration under ORS 94.580 is included in these Bylaws, the voting requirements for amending the Declaration shall also govern the amendment of the provision in the Bylaws.

9.4 Execution and Recording. An amendment shall not be effective until certified by the President and Secretary of the Association as being adopted in accordance with these Bylaws and ORS 94.625, acknowledged and recorded in the Deed Records of Clackamas County, Oregon.

RETFERFORD MEADOWS HOMEOWNERS' ASSOCIATION, an Oregon nonprofit corporation

By: 
Its: President

By: 
Its: Secretary

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2014, by Mike Loomis, President for Retherford Meadows Homeowners' Association, an Oregon nonprofit corporation.

[Handwritten Signature]

Notary Public for Oregon
My commission expires: 07/03/2016

STATE OF OREGON)
) ss.
County of Clackamas)

**SCOTT BRANDON SANTOS
Notary Public
State of Washington
My Commission Expires
July 03, 2016**

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2014, by James Reinhart, Secretary for Retherford Meadows Homeowners' Association, an Oregon nonprofit corporation.

[Handwritten Signature]

Notary Public for Oregon
My commission expires: 07/03/2016

**SCOTT BRANDON SANTOS
Notary Public
State of Washington
My Commission Expires
July 03, 2016**

AFTER RECORDING, RETURN TO:

Lennar Northwest, Inc.

Attn: James C. Reinhart, Esq.
11807 NE 99th Street, Suite 170
Vancouver, WA 98682

Clackamas County Official Records
Sherry Hall, County Clerk

2014-039065

08/06/2014 08:54:14 AM

D-E Cnt=1 Stn=8 CINDY
\$45.00 \$16.00 \$10.00 \$22.00

\$93.00

**DECLARATION OF EASEMENTS FOR
RETFERFORD MEADOWS**

**DECLARATION OF EASEMENTS FOR
RETFERFORD MEADOWS**

THIS DECLARATION OF EASEMENTS FOR RETFERFORD MEADOWS (“Declaration”) is made this ___ day of August, 2014 by Lennar Northwest, Inc., a Delaware corporation, as the (“Declarant”).

WHEREAS, Declarant is the owner, or controls, all that certain real property and improvements thereon located in the City of Wilsonville, County of Clackamas, State of Oregon, described in the Plat of Retherford Meadows, incorporated herein by reference, and also referred to as Retherford Meadows (“Plat”), recorded March 17, 2014, as Plat No. 4381 in the Records of Clackamas County, Oregon; and

WHEREAS, the real property described in the Plat is subject to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Retherford Meadows dated April 21, 2014 and recorded in the Official Records of Clackamas County, Oregon, at 2014-018241 (the “Declaration”); and

WHEREAS, Declarant desires to impose these easements on those certain lots described in Section 3.4 below (individually “Lot” and collectively the “Lots), which are a portion of the Property, for the benefit of the owners of the Lots (the “Lot Owners”) described herein.

NOW THEREFORE, the Declarant declares that the Lots shall be held, transferred, sold, conveyed, and occupied subject to the following easements which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof and shall inure to the benefit of each Lot Owner described herein.

1. **PROPERTY SUBJECT TO THIS DECLARATION.** The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Wilsonville, County of Clackamas, Oregon, in that certain Plat entitled Retherford Meadows filed in the plat records of Clackamas County, Oregon, more particularly described as Lots 2 through 4, 7 through 11, 13 through 16, 19 through 25, 28 through 46, and 49 through 68 of Retherford Meadows (the “Property”).

2. **EASEMENTS**

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

2.2 **Courtyard Easement.** Certain Lots described in this Section 2.2 shall be subject to an easement (the “Courtyard Easement”) for the benefit of certain Lots described in this Section 2.5 and for the purposes described in this Section 2.2. The Courtyard Easement is for the purpose of providing a private area for the use and enjoyment of the benefited Lot, described below, by utilizing the side yard of the encumbered Lot (the “Courtyard Easement Area”). The Courtyard Easement Area is intended to expand the outdoor living space of the benefited Lot Owner, to allow for patio or hard surfacing, seating area, and associated landscape

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improvements. The encumbered Lot Owner, described below, has reserved over the Courtyard Easement Area the right to perform required maintenance and upkeep of the encumbered Lot's structural elements, including, but not limited to foundation, drainage, walls, siding, paint, roofing, gutters, downspouts, etc.

2.2.1 Any purposed improvements by the benefited Lot Owner, within the Courtyard Easement Area shall be approved in advance by the ARC (as defined in the Declaration) and may not adversely affect the established drainage patterns or any structural elements, nor shall the benefited Lot Owner in any way prevent maintenance access by the encumbered Lot Owner. An encumbered Lot Owner must provide reasonable notice to the benefited Lot Owner to facilitate any required maintenance access. The benefited Lot Owner shall provide landscape maintenance and all costs associated with the maintenance of fencing for the Courtyard Easement Area. Except for those originally installed by the Declarant, no openings (including vents, windows, doors, etc.) may be created by the encumbered Lot Owner on the side of the home encumbered by the Courtyard Easement Area. The benefited Lot Owner shall not attach anything to, direct sprinklers on to, or in any way cause damage or adversely affect the encumbered Lot Owner's Home.

2.2.2 "Front Yard" shall mean the portion of the front and street side yard outside the fence of a Lot intended to be maintained by the Association. "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household. Each Courtyard Easement is located on the side yard of the encumbered Lot, from the exterior of the Home to the common property line between the benefited Lot and the encumbered Lot and within the fenced area connecting the Home on the benefited Lot to the Home on the encumbered Lot. The benefited Lots and encumbered Lots are as follows:

Lot 2, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 3, the encumbered Lot. Lot 3 is reserved a right on, over, and across the Courtyard Easement Area on Lot 2 for maintenance.

Lot 3, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 4, the encumbered Lot. Lot 4 is reserved a right on, over, and across the Courtyard Easement Area on Lot 3 for maintenance.

Lot 4, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 5, the encumbered Lot. Lot 5 is reserved a right on, over, and across the Courtyard Easement Area on Lot 4 for maintenance.

Lot 7, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 6, the encumbered Lot. Lot 6 is reserved a right on, over, and across the Courtyard Easement Area on Lot 7 for maintenance.

Lot 8, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 7, the encumbered Lot. Lot 7 is reserved a right on, over, and across the Courtyard Easement Area on Lot 8 for maintenance.

Lot 9, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 8, the encumbered Lot. Lot 8 is reserved a right on, over, and across the Courtyard Easement Area on Lot 9 for maintenance.

Lot 10, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 9, the encumbered Lot. Lot 9 is reserved a right on, over, and across the Courtyard Easement Area on Lot 10 for maintenance.

Lot 11, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 10, the encumbered Lot. Lot 10 is reserved a right on, over, and across the Courtyard Easement Area on Lot 11 for maintenance.

Lot 13, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 14, the encumbered Lot. Lot 14 is reserved a right on, over, and across the Courtyard Easement Area on Lot 13 for maintenance.

Lot 14, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 15, the encumbered Lot. Lot 15 is reserved a right on, over, and across the Courtyard Easement Area on Lot 14 for maintenance.

Lot 15, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 16, the encumbered Lot. Lot 16 is reserved a right on, over, and across the Courtyard Easement Area on Lot 15 for maintenance.

Lot 16, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 17, the encumbered Lot. Lot 17 is reserved a right on, over, and across the Courtyard Easement Area on Lot 16 for maintenance.

Lot 19, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 18, the encumbered Lot. Lot 18 is reserved a right on, over, and across the Courtyard Easement Area on Lot 19 for maintenance.

Lot 20, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 19, the encumbered Lot. Lot 19 is reserved a right on, over, and across the Courtyard Easement Area on Lot 20 for maintenance.

Lot 21, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 20, the encumbered Lot. Lot 20 is reserved a right on, over, and across the Courtyard Easement Area on Lot 21 for maintenance.

Lot 22, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 21, the encumbered Lot. Lot 21 is reserved a right on, over, and across the Courtyard Easement Area on Lot 22 for maintenance.

Lot 23, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 24, the encumbered Lot. Lot 24 is reserved a right on, over, and across the Courtyard Easement Area on Lot 23 for maintenance.

Lot 24, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 25, the encumbered Lot. Lot 25 is reserved a right on, over, and across the Courtyard Easement Area on Lot 24 for maintenance.

Lot 25, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 26, the encumbered Lot. Lot 26 is reserved a right on, over, and across the Courtyard Easement Area on Lot 25 for maintenance.

Lot 28, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 27, the encumbered Lot. Lot 27 is reserved a right on, over, and across the Courtyard Easement Area on Lot 28 for maintenance.

Lot 29, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 28, the encumbered Lot. Lot 28 is reserved a right on, over, and across the Courtyard Easement Area on Lot 29 for maintenance.

Lot 30, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 31, the encumbered Lot. Lot 31 is reserved a right on, over, and across the Courtyard Easement Area on Lot 30 for maintenance.

Lot 31, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 32, the encumbered Lot. Lot 32 is reserved a right on, over, and across the Courtyard Easement Area on Lot 31 for maintenance.

Lot 32, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 33, the encumbered Lot. Lot 33 is reserved a right on, over, and across the Courtyard Easement Area on Lot 32 for maintenance.

Lot 33, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 34, the encumbered Lot. Lot 34 is reserved a right on, over, and across the Courtyard Easement Area on Lot 33 for maintenance.

Lot 34, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 35, the encumbered Lot. Lot 35 is reserved a right on, over, and across the Courtyard Easement Area on Lot 34 for maintenance.

Lot 35, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 36, the encumbered Lot. Lot 36 is reserved a right on, over, and across the Courtyard Easement Area on Lot 35 for maintenance.

Lot 37, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 38, the encumbered Lot. Lot 38 is reserved a right on, over, and across the Courtyard Easement Area on Lot 37 for maintenance.

Lot 38, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 39, the encumbered Lot. Lot 39 is reserved a right on, over, and across the Courtyard Easement Area on Lot 38 for maintenance.

Lot 39, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 40, the encumbered Lot. Lot 40 is reserved a right on, over, and across the Courtyard Easement Area on Lot 39 for maintenance.

Lot 40, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 41, the encumbered Lot. Lot 41 is reserved a right on, over, and across the Courtyard Easement Area on Lot 40 for maintenance.

Lot 42, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 43, the encumbered Lot. Lot 43 is reserved a right on, over, and across the Courtyard Easement Area on Lot 42 for maintenance.

Lot 43, the benefited Lot, is hereby granted a private Courtyard Easement on the northern one-third (1/3) of the Courtyard Easement on Lot 44, the encumbered Lot. Lot 44 is reserved a right on, over, and across the Courtyard Easement Area on Lot 43 for maintenance.

Lot 44, the benefited Lot, is hereby granted a private Courtyard Easement on the southern two-thirds (2/3) of the Courtyard Easement on Lot 43, the encumbered Lot. Lot 43 is reserved a right on, over, and across the Courtyard Easement Area on Lot 44 for maintenance.

Lot 45, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 44, the encumbered Lot. Lot 44 is reserved a right on, over, and across the Courtyard Easement Area on Lot 45 for maintenance.

Lot 46, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 45, the encumbered Lot. Lot 45 is reserved a right on, over, and across the Courtyard Easement Area on Lot 46 for maintenance.

Lot 49, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 48, the encumbered Lot. Lot 48 is reserved a right on, over, and across the Courtyard Easement Area on Lot 49 for maintenance.

Lot 50, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 49, the encumbered Lot. Lot 49 is reserved a right on, over, and across the Courtyard Easement Area on Lot 50 for maintenance.

Lot 51, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 50, the encumbered Lot. Lot 50 is reserved a right on, over, and across the Courtyard Easement Area on Lot 51 for maintenance.

Lot 52, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 51, the encumbered Lot. Lot 51 is reserved a right on, over, and across the Courtyard Easement Area on Lot 52 for maintenance.

Lot 53, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 52, the encumbered Lot. Lot 52 is reserved a right on, over, and across the Courtyard Easement Area on Lot 53 for maintenance.

Lot 54, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 53, the encumbered Lot. Lot 53 is reserved a right on, over, and across the Courtyard Easement Area on Lot 54 for maintenance.

Lot 55, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 54, the encumbered Lot. Lot 54 is reserved a right on, over, and across the Courtyard Easement Area on Lot 55 for maintenance.

Lot 56, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 55, the encumbered Lot. Lot 55 is reserved a right on, over, and across the Courtyard Easement Area on Lot 56 for maintenance.

Lot 57, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 56, the encumbered Lot. Lot 56 is reserved a right on, over, and across the Courtyard Easement Area on Lot 57 for maintenance.

Lot 58, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 57, the encumbered Lot. Lot 57 is reserved a right on, over, and across the Courtyard Easement Area on Lot 58 for maintenance.

Lot 59, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 60, the encumbered Lot. Lot 60 is reserved a right on, over, and across the Courtyard Easement Area on Lot 59 for maintenance.

Lot 60, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 61, the encumbered Lot. Lot 61 is reserved a right on, over, and across the Courtyard Easement Area on Lot 60 for maintenance.

Lot 61, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 62, the encumbered Lot. Lot 62 is reserved a right on, over, and across the Courtyard Easement Area on Lot 61 for maintenance.

Lot 62, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 63, the encumbered Lot. Lot 63 is reserved a right on, over, and across the Courtyard Easement Area on Lot 62 for maintenance.

Lot 63, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 64, the encumbered Lot. Lot 64 is reserved a right on, over, and across the Courtyard Easement Area on Lot 63 for maintenance.

Lot 64, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 65, the encumbered Lot. Lot 65 is reserved a right on, over, and across the Courtyard Easement Area on Lot 64 for maintenance.

Lot 65, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 66, the encumbered Lot. Lot 66 is reserved a right on, over, and across the Courtyard Easement Area on Lot 65 for maintenance.

Lot 66, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 67, the encumbered Lot. Lot 67 is reserved a right on, over, and across the Courtyard Easement Area on Lot 66 for maintenance.

Lot 67, the benefited Lot, is hereby granted a private Courtyard Easement on Lot 68, the encumbered Lot. Lot 68 is reserved a right on, over, and across the Courtyard Easement Area on Lot 67 for maintenance.

3. GENERAL PROVISIONS

3.1 Enforcement; Attorneys' Fees. The Lot Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens, and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by any Lot Owner or mortgagee to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. The prevailing party in any such action or appeal or review therefrom shall be entitled to recovery of reasonable attorneys' fees and costs.

3.2 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

3.3 Unilateral Amendment by Declarant. Declarant may amend this Declaration in order to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, the United States Department of Veterans Affairs, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon, or

such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with development of the Property and sale of Lots.

3.4 No Merger. Notwithstanding Declarant’s ownership of the Property, the Courtyard Easements evidenced by this Declaration shall not be cancelled by merger and shall survive Declarant’s ownership of the Property unless expressly terminated by Declarant, such that the Courtyard Easements shall not merge with Declarant’s ownership of the Property, but be and remain separate and distinct.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this 1st day of August, 2014.

DECLARANT:

LENNAR NORTHWEST, INC.,
A Delaware corporation

By: *[Signature]*
Ryan M. Selby, Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me the 1st day of August, 2014, by Ryan M. Selby, Vice President of Lennar Northwest, Inc., a Delaware corporation, on behalf of said corporation.



Leah D. Skeen
Notary Public for the State of Washington
My Commission Expires: 9-23-14