

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BATTLECREEK COMMONS
A PLANNED UNIT DEVELOPMENT**

Recorded in Town Plats, Volume 25, Page 12

DECLARATION

THIS DECLARATION, made this 24th day of November, 1970, by RON JONES & CO., an Oregon corporation, hereinafter called the "Developer":

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community, and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and to this end, desires to subject the real property described in Article II herein, plus future additions thereto, to the covenants, restriction, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer intends to incorporate, under the Oregon laws, as a non-profit corporation, Battlecreek Commons for the purpose of exercising the functions aforesaid;

Now, therefore, the Developer hereby declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions. The following words, when used in the Declaration, or any subsequent or supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1

"**Association**" shall mean and refer to the Battlecreek Commons Association, a nonprofit corporation organized and existing under the laws of the State of Oregon.

Section 2

"**Association of Members**" means all the owners and other persons entitled to vote acting as a group in accordance with the Declaration and Bylaws.

Section 3

"**Building**" means a multiple unit building or a single unit building, or any combination thereof, comprising a part of the property.

Section 4

"**Common expenses**" means the expenses of administration, maintenance, repair or replacement of the private commons, expenses agreed upon as common by the owners, and expenses declared common by the Declaration, or the Bylaws of this Association.

Section 5

"**Declaration**" means this master deed plus amendments and supplements thereto.

Section 6

"**Lot**" means a part of the property, including a building of one or more rooms intended for any type of independent use, and with a direct exit to a public street or highway or to a common area or areas leading to a public street or highway.

Section 7

"**Lot designation**" means the number, letter or combination thereof designating a unit in the Declaration.

Section 8

"**Majority of Members**" means those persons or entities holding fifty-one percent (51%) of the votes in accordance with the percentages and voting rights assigned in the Declaration.

Section 9

"**Manager**" means the manager of Board of Managers or other person or persons in charge of the administration of, or managing, the Association and the properties.

Section 10

"**Member**" means that person or entity having a voting right in the Association pursuant to the Declaration and the Articles of Incorporation, and Bylaws.

Section 11

"**Owner**" shall mean the record owner, or contract purchaser, whether one or more persons or entities, of a fee simple title to any lot, plot, or living unit situated upon the properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 12

"**Private Commons**" means parks, commons, streets, footways, building, structures, personal properties, and any and all other properties owned and maintained by the Association for the common benefit and enjoyment of all of the members of the Association.

Section 13

"**Properties**" or "**Property**" means the land, whether leasehold or in fee simple, all buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which are under this Declaration, Articles, and Bylaws of the Association, plus additions thereto.

ARTICLE II PROPERTIES SUBJECT TO THE DECLARATION

Section 1

Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration, is located in Marion County, Oregon, and is more particularly described as set forth upon that document attached hereto and made a part hereof as though fully set forth herein, and marked "EXHIBIT A", all of which said real property shall hereinafter be referred to as "existing property".

Section 2

Supplemental Declaration. The Developer shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development,

consisting of other portions of properties not a part of the existing property, but which abut it or which abut property abutting it which has been or will be brought within the terms of this Declaration, provided, however, that such additions are in accord with the general plan of development prepared and made known to every purchase (which may be done by brochure delivered to each such purchaser) prior to such sale. The lots upon the additional properties shall not exceed 160 lots for the rest of the entire development. Such other properties shall be limited to that area set forth upon the attached "EXHIBIT B".

Section 3

General Plan of Development. The general plan of development shall show the matters contained in this Declaration and the general scope and area of the additional properties which shall ultimately be made a part of this Declaration and it shall set forth a general indication of the size and location and proposed land uses in the entire development; the general major proposed common facilities and improvements and the statement that the proposed additions, if made, will become subject to assessment for their just share of association expense. Unless otherwise stated therein, such general plan shall not bind Developer or their heirs or assigns to make the proposed additions, and the general plan shall contain a conspicuous statement to this effects.

Section 4

Recording of Subsequent Declaration. Additional properties may be added to this Declaration by the filing of record of a declaration of covenants and restrictions for such additional properties; which shall extend the scheme of the covenants and restrictions in detail throughout the entire anticipated development. The Developer may construct the commons and additional lots, and by the filing of a final declaration for each parcel of adjoining add the properties in such adjoining area set forth upon Exhibit B hereto attached, and so, by such staged construction, complete the entire planned development. The new properties shall not be added to the property until a final declaration for the completed area shall have been filed in accordance with the terms of this Declaration. Such final declarations shall contain such complimentary additions and modifications of the covenants and restriction contained in this Declaration as many be necessary to reflect the different character, if any, of the properties, and such as are not inconsistent with the general scheme of this Declaration. In no event, however, shall such supplemental declaration revoke or modify the covenants established by this Declaration within the existing property, and upon the completion of the entire development, this Declaration plus the subsequent final declarations shall jointly and severally contain each and all of the covenants and restrictions relating to the entire development.

ARTICLE III

Section 1

Power of Attorney. In order to expedite the completion of the project, the owners, and each of them, and all purchasers of lots in the future, hereby nominate and appoint the Developer, their true and lawful attorney, for them, and in their respective names and stead's, to execute and record subsequent declarations as set forth in this Declaration. Because of the interest of the Developer in the project, the power of attorney hereby granted is coupled with an interest and is irrevocable until the completion of the entire project and the filing of a final declaration of completion by the Developer. As additional lots are created, the lots shall be subjected to the filing of declarations in substantially the form of this Declaration. Each such declaration of ownership shall include the lots constructed on the property subsequent to the filing of this Declaration. All additional lots shall be constructed in accordance with this Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1

Membership. Every person or entity which is an owner shall be a member, and the Developer shall be a member.

Section 2

Voting Rights. The association shall have two (2) classes of voting membership:

Class A Class A Members shall be all of the lot owners.

Proportionate shares of the separate owners in the common revenues and expenses in connection with the private commons, and the proportionate representation for voting purposes in the association of all of the owners shall be equal. Each Class A owner shall have one vote whether the owner is a corporation, an association, a partnership, or *domestic partners*. When more than one person holds such interest in any lot, all such persons shall exercise their vote a unit as they among themselves shall determine.

Class B The Class B Member shall be the Developer.

The Class B member shall be entitled to two times the votes for each lot owned by a Class A member for the lots contained upon this Declaration and one vote for each lot owned by a Class A member for the lots set forth upon subsequent declarations; provided, however, that the Class B membership shall cease and become converted to Class A membership upon the happening of any of the following events, whichever occurs earlier:

(a) When fifty percent (50%) of the lots set forth upon the last declaration to be filed have been sold; or

(b) On the 5th day of July, 1980.

From and after the happening of these events, whichever occurs earlier, the Class B member, shall be deemed to be a Class A member entitled to such number of votes as are contained in the constructed lots then unsold and in which the Developer holds the interest required for membership under this Declaration.

ARTICLE V

PROPERTY RIGHTS IN PRIVATE COMMONS

Section 1

Members Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every member shall have a right and easement of enjoyment in and to the private commons and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2

Title to Private Commons. The Developer may retain the legal title to the private commons until such time as improvements have been completed thereon and until such times as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself and its heirs and assigns, that it shall convey the private commons to the Association not later than ten (10) years after the filing of this Declaration.

Section 3

Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles of Incorporation and Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) The right of the Association to charge reasonable admission and other fees for the use of the private commons; and
- (c) The right of the Association and Developer to dedicate or transfer all or any part of the private commons to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or

condition, and unless written notice of the proposed agreement and action thereof is sent to every member at least ninety (90) days in advance of any action taken.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.

Creation of the Lien and Personal Obligation of Assessments. Developer, for each developed lot and living unit owned by it within the properties, hereby covenants with, and each owner of any lot or living unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due.

Section 2.

Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the private commons which may include, but is not limited to garbage collections, utilities, and other personal services to the owners, insurance upon the private commons and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and the accumulation of reasonable reserves for any and all of such purposes.

In addition to the annual assessment payable monthly as provided herein, the Board of Directors shall annually bill and assess each owner for the owner's pro rata _____ share of the property taxes-assessed against the private commons, if any. The share of taxes to be payable by each owner shall be based upon the number of lots which each owner has in relation to the total number of lots outstanding. The annual billing for such purpose shall be billed separately to each owner and shall contain on it the notice that the billing is for the owners pro rata share of such property taxes.

Section 3.

Basis and Maximum of Annual Assessments. Until January 1, 1972, the maximum annual assessment shall be THREE HUNDRED NINETY DOLLARS (\$390.00) per lot. From and after January 1, 1972, the maximum annual assessment may be increased each year not more than 8% above the assessment for the previous year without a vote of the membership. From and after January 1, 1972, the maximum annual assessment may be increased above that hereinabove provided by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for the purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein provided.

Section 4.

Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy for any three-year period a special assessment, applicable to that period only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the private commons, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purposes of the meeting.

Section 5.

Date of Commencement of Assessments: Due Dates, Uniform Rate. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year, unless the Board of Directors determines that such first annual assessment shall be made for the balance of a fiscal year. The annual assessments for the first and all subsequent years shall be payable in monthly installments on or before the tenth day of each month during the year, or in such other reasonable manner as the Board of Directors shall determine.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessments shall be an amount which bears the same relationship to the annual assessment provided for in Section 3, hereof, as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any additional property which is added to the properties subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4, hereof shall be fixed in the resolution authorizing such assessment.

Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 6.

Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessment applicable thereto which shall be kept in that office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7.

Effect of Nonpayment of Assessment. The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 5. hereof) then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection hereof as hereinafter provided thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, *their* heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain *their* personal obligation and shall not pass to a successor in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by a court at either a trial or appellate court levied together with the costs and disbursements incurred.

Section 8.

Effect of Failure of Board of Directors to Set Assessment. The omission by the Board of Directors, before the time set herein, to fix the assessments hereunder shall not be deemed a waiver or modification in any respect of the provision of the Declaration or a release of an owner from the obligation to pay an assessment of any installment thereof, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

Section 9.

Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now, or hereafter, placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10.

Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created hereunder:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use:

(b) All private commons as defined in Article I, Section 12, hereof.

Notwithstanding any provisions herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE VII
PARTY WALLS**

Section 1.

General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the , lots or units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto,

Section 2.

Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3.

Weather Proofing. Notwithstanding any other provision of this Article, an owner who, by *their* negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4.

Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title. In the event of any dispute between owners, the Board of Directors shall determine the matter.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1.

Review by Committee. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin the addition alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been fully complied with. The provision set forth in this section shall not apply to the developer or its successors or assigns as long as its rights as a Class B member shall remain in effect.

ARTICLE IX

EXTERIOR MAINTENANCE

Section 1.

Exterior Maintenance in General. In addition to the maintenance upon the private commons, the Association shall provide exterior maintenance upon each, or any, lot and living unit which is subject to assessment under Article VI hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces except exterior glass and screens, trees, shrubs, grass, walks and other exterior improvements. The cost of such exterior maintenance shall be considered a common expense in all respects as provided in Article VI hereof.

Section 2.

Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required by the Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday.

ARTICLE X

The owner, and the Developer, and their respective heirs, successors and assigns, and all future owners, by their acceptance of their deeds, covenant and agree as follows:

Section 1.

That the general private commons shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the properties.

Section 2.

The owners of the respective multiple units shall not be deemed to own pipe, wires, conduits or other public utility lines running through said respective multiple units or other jointly used properties which are utilized for, or serve more than one family, except as tenants in common with the other joint users.

Section 3.

The owners of the respective units and lots agree that if any portion of the private commons encroaches upon their respective units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of units agree that minor encroachment on parts of the common elements due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 4.

The owner of a unit or lot shall automatically, upon becoming such, be a member of the Home Owner's Association, and shall remain a member of said Association, until such time as *their* ownership ceases for any reason, at which time *their* membership in said Association shall automatically cease.

Section 5.

The owners of units covenant and agree that the administration of the properties shall be in accordance with the provision of this Declaration, the subsequent Declaration and the Bylaws of the Association.

Section 6.

Each owner, tenant or occupant of a unit shall comply with the provisions of this Declaration, the Declaration for additional property to the extent applicable, the Bylaws, the decision and resolutions of the Association and the Oregon law, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action or suit to recover sums due, for damages, or for injunctive relief.

Section 7.

This Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and mortgagees of all of the mortgages covering the lots or units unanimously agree to such revocation or amendment by duly recorded instruments.

Section 8.

No owner of a unit or lot may exempt *themselves* from liability for *their* contribution towards the common expenses by waiver of the use or enjoyment of any of the private commons or by the abandonment of *their* lot or unit.

ARTICLE XI

Obsolescence, Damage or Destruction of the Properties. In the event the property subject to this preliminary declaration is totally or substantially damaged or destroyed, or is rendered obsolete, the repair, reconstruction or disposition of the properties shall be as provided by law.

ARTICLE XII

INSURANCE

The Board of Directors of the Association, or the Management Agent, may obtain and continue in effect blanket property and liability insurance, but without prejudice to the right of the owner of the unit to obtain individual unit insurance, in excess of the blanket coverage. Insurance premiums for any such blanket coverage shall be a common expense to be paid by assessments levied by the Association as provided in the Bylaws of the Association, and charged pro rata to the various unit owners in accordance with the instructions from the unit owner as to the amount of coverage requested by the owner. The Board of Directors shall obtain and continue in effect blanket property and liability insurance as to all improvements

and properties on the private commons as an association expense but the responsibility for the determination of adequate coverage upon the lot or properties belonging to the owner or member shall be in accordance with written instructions furnished by the owner or member and any written determination by the owner or member as to adequate coverage shall relieve the association of any obligation to acquire or maintain the coverage upon the members separate interest in excess of that so determined by the owner or member.

ARTICLE XIII

EASEMENTS

There are hereby specifically reserved for the benefit of the Association, for the lot owners in common, and for each lot owner severally, as their respective interest shall appear, the easements, reciprocal negative easements, secondary easements, and rights of way, as particularly identified in the paragraph.

(a) There is reserved for the benefit of each lot, and the lot owners thereof, as a dominant tenement:

1. A non-exclusive easement for utility services at reasonable places over, under and through the property and each other lot, jointly as the servient tenement;
2. A non-exclusive easement for egress and ingress over the streets and the private commons; and
3. An easement for encroachment, occupancy and use of such portion of the property and each other lot, jointly as the servient tenement, as shall be encroached upon, used and occupied by the lot owner of the dominant tenement as a result of any alluvion, accretion, erosion, subsidence, landslide or collapse, deterioration, decay, construction errors, overhanging structures, necessary repair and maintenance, movement or subsidence of buildings or structures, or any portion thereof.

(b) There is reserved to the Association, its agents and servants, an easement in gross of which all of the lots shall be jointly subject, an easement to entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping and common areas, and for the performance generally of its rights and duties as provided in the Declaration.

(c) The dimensions of each lot are set forth upon the attached "Exhibit A", and shall be similarly set forth upon the subsequent declarations to be filed hereinafter. In addition to the exclusive rights which each owner shall have within *their* lot, each owner shall have the right to appropriate from the private commons, not to exceed four hundred and fifty (450) square feet of area abutting the owner's lot for a patio or deck area which may be covered but not enclosed. Any such appropriation shall be accomplished at the sole initial expense of the

owner and only after the prior written consent of the Architectural Control Committee or the Board of Directors or the Developer.

ARTICLE XIV

GENERAL PROVISIONS

Section 1.

Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.

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

Section 3.

Amendment. The covenants, easements and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, and their respective representative, heirs, successors and assigns, for a period of twenty-five (25) years from the date of this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restriction of this declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than 90% of the lot owners, and thereafter, by an instrument signed by not less than 75% of the lot owners. Any amendment must be properly recorded. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by 100% of the owners of said property, including the Developer.

Dated this 24th day of November 1970.

Vs/ Ron Jones & Co, an Oregon Corporation

Amended to remove discriminatory language, per Oregon Law HB2534

Approved by Board on March 28, 2023

Battlecreek Commons Association Board of Directors