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Restated

**DECLARATION OF RESTRICTIONS
FOR ALL LOTS IN
SENIOR ESTATES GOLF & COUNTRY CLUB
1776 Country Club Road, Woodburn, OR 97071
DBA**



REVISIONS

Revised 9-01-1999, Recorded 9-1-1999, Reel 1652, Page 583, signed 11-24-1999
Revised 1-12- 2021 no rule changes, but added new cover and table of contents.

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SENIOR ESTATES GOLF & COUNTRY CLUB

1776 Country Club Road, Woodburn, OR 97071

THIS RESTATED DECLARATION OF RESTRICTIONS IS MADE THIS 1ST DAY OF SEPTEMBER 1999 BY SENIOR ESTATES GOLF AND COUNTRY CLUB, formerly known as Senior Estates Country Club, a nonprofit corporation organized under the laws of the State of Oregon (the "Association").

OBJECTIVES:

WHEREAS, the purpose of this Restatement is to consolidate and restate in their entirety the existing Declarations of Restrictions for all subdivision sections of Senior Estates Golf and Country Club, a subdivision in the City of Woodburn, County of Marion and State of Oregon, without any material substantive changes, and

WHEREAS, the prior owners and original Declarants, and recording information pertaining to each subdivision section for the existing Declarations of Restrictions are as follows:

Owner and Declarant	Subdivision Section Number	Date Recorded	Volume or Reel Number	Page Number	Block Numbers
Senior Citizens of the West, Inc	1	2/08/1961	541	761	1-9
as amended	-	9/10/1988	r676	498	-
Senior Estates, Inc.	2	5/11/1962	558	265	10-23
as amended	-	9/10/1988	r676	499	-
Senior Estates, Inc.	3	8/10/1962	562	180	24-33
as amended	-	9/10/1988	r676	500	-
Senior Estates, Inc.	4	9/18/1963	577	208	34-43
as amended	-	9/10/1988	r677	1	-
Senior Estates, Inc.	5	7/30/1964	589	378	44-47-54&61-64
as amended	-	9/10/1988	r677	1	-
Senior Estates, Inc.	6	7/30/1964	589	378	55-60
as amended	-	9/10/1988	r677	3	-
Senior Estates, Inc.	7	5/11/1966	616	456	65-74
as amended	-	9/10/1988	r677	1	-
Senior Estates, Inc.	6	7/30/1964	589	378	55-60
as amended	-	9/10/1988	r677	4	-
Woodburn Construction, Inc	8	1/23/1980	199	1338	1-5
as amended	-	9/10/1988	r677	5	-

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WHEREAS, Declarant (as defined herein) has subjected each subdivision section of Senior Estates Golf and Country Club, at the time of recording of the Declarations and Restrictions above described, to the covenants, conditions, restrictions, reservations, charges and assessments set forth therein, for the benefit of each section and its former, present, and subsequent Owners as hereinafter defined; and

WHEREAS, the following minor changes have been made with respect to each original Article for each subdivision section:

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|----------------------------|--|
| Article I, Sections 1-8 | Additional definitions for the terms “Board”, “Committee”, “Common Area”, “Lot”, “Occupant”, “Occupy”, “Person”, “Real Estate Transaction”, “Reside”, and “Unit”, have been added for clarity. |
| Article II, Sections 1-8 | Revised because Declarant is no longer involved and all Real Estate Transaction are by individual Owners. Resale membership is covered in the Articles of Incorporation and Bylaws. |
| Article III, Sections I | Added the word “caged” to describe pet birds to bring section I into conformity with the other subdivision sections. |
| Article IV, Sections 1-8 | Amended to provide four foot chain link fence limitation for all golf course lots. |
| Article V, Sections 1-8 | Minor wording changes to paragraphs B, C and D because the Declarant is no longer involved and has transferred all rights to the Association. |
| Article VI, Sections 1-8 | This is a new Article, replacing the former Article VI, which incorporates the Fair housing Act Amendments of 1988 for older persons, adopted by the Association on September 10, 1988. |
| Article VII, Sections 1-8 | This Article has been amended to include storm drain easements for section 5 property. |
| Article VIII, Sections 1-8 | No Change. |
| Article IX, Sections 1-8 | This Article has been amended to assure the prevailing party is entitled to all costs incurred to enforce the provisions of the Restatement. |
| Article X, Sections 1-8 | This provision was relocated to clarify that the severance provision is applicable to any portion of the Restatement found unconstitutional or invalid. |
| Article XI, Sections 1-8 | This Article was formerly Article IX. |
| Article XII, Sections 1-8 | This is a new Article to clarify the adoption and amendment procedure. |
| Article XIII, Sections 1-8 | This Article has been added to clarify the effective date of this restatement. |

WHEREAS, there have been several minor wording changes applicable to all sections to clarify, without changing, the provisions of the original Declarations of Restriction; and

WHEREAS, the power to enforce all of these covenants, conditions, restrictions, reservations, charges and assessments now resides in the Association; and

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WHEREAS, Owners representing at least seventy-five (75) percent of the total votes of Senior Estates Golf and Country Club have voted to authorize the president of the Association to execute this Restatement on behalf of the entire Association.

NOW, THEREFORE, the Association consolidates and restates all of the above described Declarations of Restrictions of Senior Estates Golf and Country Club.

ARTICLE I – Definitions

- A. The “Association” (i.e., Senior Estates Golf and Country Club) means the nonprofit corporation formed to serve as the association of Owners, and its successors and assigns. (All references herein to “Senior Estates Golf and Country Club” shall mean the subdivision of that name in the City of Woodburn, County of Marion and State of Oregon).
- B. “Board” means the Board of Directors of the Association.
- C. “Building Site” means either a numbered Lot as shown on the identified plat of a parcel consisting of a portion of any Lot or contiguous portions of any two or more contiguous Lots; provided, however, that such parcel, if composed of a portion of a lot or portions of two or more contiguous Lots, shall have a principal frontage of not less than 40 feet, and an area of at least 3,600 square feet.
- D. “Common Area” means all property owned by the Association, including the golf course, club house, recreational facilities, and all areas designated as Common Areas on any plat of any property in Senior Estates Golf and Country Club, including improvements thereon.
- E. “Declarant” means the owner of the respective sections of the Senior Estates Golf and Country Club subdivision, Marion County, Oregon, at the time of recording the original Declaration of Restrictions pertaining to each section, that is:
 - 1. Senior Citizens of the West, Inc. with respect to Section 1;
 - 2. Senior Estates, Inc. with respect to Sections 2 through 7a;
 - 3. Woodburn Construction, Inc. with respect to Section 8.

Declarants have transferred all of their rights and power, under the original Declarations of Restrictions, together with all of their rights, title and interests in property in Senior Estates Golf and Country Club, to the Association.

- F. “Dwelling House” includes both the main portion of the structure and all projections therefrom, but does not include the eaves of such structure, nor uncovered front porches or steps.
- G. “Garage” includes both the main portion of the structure and all projections therefrom, but does not include the eaves of such structure.
- H. “Joint Owner Vote” means joint Owners shall be considered a single voting unit and shall be entitled to only one (1) vote. Joint owners shall decide who shall vote, with no vote being allowed to joint owners who cannot decide who will vote.
- I. “Lot” means a platted or partitioned lot within Senior Estates Golf and Country Club or any property so designated in any declaration annexing the property to Senior Estates Golf and Country Club, but not including any Common Area now or hereafter owned by the Association.
- J. “Occupant” means a person who has made the Dwelling House the person’s fixed habitation for the foreseeable future.
- K. “Occupy” means that a person has the intent to make, and takes actions consistent with making, the Dwelling House the person’s fixed habitation for the foreseeable future.
- L. “Owner” means (1) one or more natural persons vested with fee simple title or vested with a life estate in a Lot, Unit or Building Site, (2) one or more natural persons holding a vendee’s interest under a recorded contract for the purchase of a Lot, Unit or Building Site, or (3) one or more

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natural persons who are entitled to the possession and beneficial use of a Lot, Unit or Building Site under a trust agreement or declaration of trust.

- M. "Person" means any individual, group, organization, firm, corporation, business, partnership or any other combination of individuals acting as one entity.
- N. "Real Estate Transaction" means the sale, lease, transfer, or rental of a Lot, Build Site, or Unit, but shall not include mortgages, liens, or other security interest activities.
- O. "Setback" means the minimum distance permitted between the Dwelling house or other structure and a given street or Lot line.
- P. "Street" means any street, highway, or other thoroughfare as shown on the identified plat.
- Q. "Street Frontage" means that portion of a Lot of Building Site which borders on a Street.
- R. "Unit" means the Building Site on which a Dwelling House has been placed.

ARTICLE II

- A. Subject to the membership provisions of this Restatement, the Articles of Incorporation and the Bylaws of the Association, all original owners who purchased from Declarants, and subsequent Owners through resale, devise, or operation of law, shall become members of the Association.
- B. The voting power and property rights and interests of each member of the Association may be unequal, and the general rules applicable to all members are as follows:
 - 1. Upon all matters that come before the members of the Association, each member shall have one vote for each Lot of which that member is the Owner, provided, however, that in the case of joint ownership, the joint owners shall be entitled to one Joint Owner Vote per Lot.
 - 2. Each member of the Association shall have an interest in the Common Area (i.e. all property owned by the Association) equal to the percentage of number of votes held by the Owner to the total number of votes held by all Owners. The interest in the Common Area runs with the land and is appurtenant to the Lot to which it is attached.
- C. Except as otherwise specifically set forth in this Section C, Dwelling Houses in Senior Estates Golf and Country Club shall be occupied only by an owner of the property.
 - 1. Other Permitted Occupants

If an Owner occupies a Dwelling House, additional persons may also occupy the Dwelling House, subject to the age limitations set forth in Article VI. If an owner does not occupy the Dwelling House, it may be occupied by one or more Family Members of an Owner, subject to the age limitations set forth in Article VI. "Family Member" means a person who is related to the Owner as a spouse, parent, child, sibling or grandchild.

 - a. A Family Member Occupant or other non-Owner occupant shall comply with all applicable provisions set forth in the Restated Declaration of Restrictions, the Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors.
 - b. A Family Member Occupant or other non-Owner occupant shall hold non-voting membership in the association as an associate member as set forth in the Bylaws.
 - c. The Owner shall be responsible for the payment of all dues, fees, charges and assessments as required by regular membership.
 - d. The Owner shall retain ultimate responsibility for compliance with all provision of the Restatement, the Articles of Incorporation and Bylaws of the Association, including, but not limited to matters relating to upkeep, repair, maintenance, additions or changes to a Unit.
 - 2. Transfers to Heirs or Devisees

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If a Unit is conveyed or transferred to an heir or devisee upon the death of the Owner, and the transferee does not become an Occupant, the Unit may be rented or leased upon the following conditions:

- a. Tenants shall comply with all applicable provisions of the Restatement, the Articles of Incorporation and the Bylaws of the Association, as amended from time to time, including but not limited to the age restriction provisions of Article VI of the Restatement. It shall be the Owner's responsibility to provide copies and explain those provisions to the Tenants. The owner of the rental unit shall continue to pay all dues, fees, charges and assessments as required by regular membership.
 - b. The Owner of the unit shall comply with all local, state and federal regulations pertaining to rental property.
3. Temporary Custodian for an Owner
- The Owner of a Unit may appoint a Temporary Custodian, as defined herein, for a period not to exceed seven (7) calendar months in any twelve (12) consecutive calendar months.
- a. Temporary Custodian means one or, at most, two persons who will occupy the Unit only during the Owner's absence. A Temporary Custodian shall not occupy a Unit for a period of more than seven (7) calendar months in any twelve (12) consecutive calendar months. If two Temporary Custodians are appointed, this paragraph 4 and all other applicable provisions of the Restatement, the Articles of Incorporation and the Bylaws shall apply to both persons so appointed.
 - b. At least thirty (30) days prior to the occupancy by a Temporary Custodian, the Owner shall notify the Board in writing that the owner intends to be absent from his or her Unit and that a Temporary Custodian will occupy the Unit during such absence. The notice shall also state the anticipated length of absence and the name(s) and age(s) of the person or persons who will sever as the Temporary Custodian.
 - c. A Temporary Custodian shall comply with all applicable provisions of the Restatement, the Articles of incorporation and the Bylaws of the Association, as amended from time to time, including but not limited to the age restriction provisions of Article VI of the Restatement. It shall be the Owner's responsibility to provide copies and explain these provisions to the Temporary Custodian.
 - d. During the Owner's absence the Owner shall be responsible for all dues, fees, charges and assessments as required by regular membership.
 - e. The Owner shall retain ultimate responsibility for the Temporary Custodian's compliance with all provisions of the Restatement, the Articles of Incorporation and Bylaws of the Association, including, but not limited to matters relating to upkeep, repair, maintenance, additions or changes to a Unit.
4. Existing Rental Units
- Units which are used a rental Units on the effective date of the Amendment may continue as rental Units until sold, conveyed or transferred, provided, however, that upon a change of tenancy in an existing rental Unit after the effective date of the Amendment, or as of January 1, 1993, whichever is earlier, the Owner and the tenant of a rental Unit shall be subject to all of the conditions of paragraphs 2.a and 2.b. of this subsection C to the same extent as heirs or devisees who do not become Occupants.
5. Creditor's Rights
- If a creditor has a lien against or a security interest in a unit and title to the Unit is conveyed to the creditor as a result of the creditor realizing on its lien or security, the creditor may rent the Unit subject to the same conditions as set forth in paragraph 2 with respect to heirs or devisees who do not become Occupants.

However, if the Unit is sold, conveyed or transferred directly to a third party or by the creditor to a third party, the purchaser or transferee shall be bound by the provisions of paragraph 1 of this subsection C with respect to occupancy.

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ARTICLE III

- A. All Lots, Units, or Building sites shall be used only for residential purposes.
- B. No animals, birds or other fowl shall be raised, kept or permitted on any property in Senior Estates Golf and Country Club, excepting domestic dogs and cats, and further excepting caged pet birds kept within the Dwelling House; provided the dogs, cats, and birds are not in unreasonable numbers and are not kept, bred, or raised for commercial purposes.
- C. No property in Senior Estates Golf and Country Club shall be used for the purpose of exploring for, taking from, or producing gas, oil, or other hydrocarbon substances.
- D. No noxious or offensive condition or activity shall be permitted on any property in Senior Estates Golf and Country Club, nor shall any condition or activity be permitted which constitutes an annoyance of nuisance to the neighborhood or detracts from its value as an attractive residential district.
- E. It shall be the duty of the Owner of any Lot, Unit, or Building Site to maintain the area between the Owner's property line and the nearest curb or improved Street, including public sidewalks within the area. The Owner may delegate this duty to a non-Owner Occupant; however, ultimate responsibility for maintenance remains with the Owner.
- F. Each Building Site shall be limited to one single-family Dwelling House with no more than one story above the main floor level, designed for occupancy by no more than one family, together with a private Garage which conforms generally in architectural design, exterior finish and materials to the Dwelling House on the Building Site. No outhouse of any kind, tent, shed, or trailer, or any other temporary dwelling, shall be erected or maintained on any Building Site or be used for living purposes, nor shall any Garage be used for dwelling purposes.
- G. No building shall be occupied while under construction. The construction of any building or structure shall be pursued with reasonable diligence from the time of commencement until fully completed. All buildings, fences, walks, or other structures must be constructed with new materials unless written approval of an exception is granted by the Association. No building constructed elsewhere shall be moved to or placed on another location within Senior Estates Golf and Country Club unless written approval of an exception is granted by the Association.
- H. Nothing in this Restatement shall be construed to prevent the erection or maintenance by the Association or its duly authorized agent of structures or signs for the conduct of its business in connection with Senior Estates Golf and Country Club while any portion thereof is owned by the Association.
- I. Dwelling Houses and Garages erected on the property shall have a minimum setback of twenty (20) feet from the Street.
- J. Each Dwelling House and Garage shall have a minimum setback of five (5) feet from each side of property line of the building site on which the structure is located, except for corner Lots which shall have a setback of not less than ten (10) feet from side line to side street.
- K. No sign or other advertising device shall be erected on any Lot, Building Site, or Unit, except one sign not larger than 18 X 24 inches advertising that property for sale or rent, or one sign indicating the name of the Owner or occupant not larger than 6 X 24 inches.

ARTICLE IV

No hedge, fence, wall, or similar structure shall be permitted upon a Lot, Building Site, or Unit, unless plans and specifications have been approved in writing by the Association. If a hedge, fence, wall, or similar structure is not suitable for the Building Site upon which it is erected, then the Association shall notify the Owner of its decision and hedge, fence, wall, or similar structure shall be removed or modified according to its direction. If no such objection is filed within thirty (30) days,

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or if no decision is rendered by the Association within sixty (60) days of the establishment of such hedge, fence, wall or similar structure shall be deemed approved by the Association.

Exceptions – If the rear line of a Lot, Building Site, or Unit borders on the fairways of the Association's golf course, no hedge, fence, wall or similar structure shall be permitted, except an unobstructed, open, chain-link fence which shall not exceed a height of four (4) feet from the ground level as it exists upon adoption of this Restatement, but always subject to the approval of the Association. This restriction shall apply to the Senior Estates Subdivision Section No. 3, Block 31, Senior Estates Subdivision Section No. 5, Block 44, Senior Estates Subdivision Section No. 6, Block 56 and Lots 1 through 16 of Block 59 and Senior Estates Subdivision Section No. 7, Blocks 65, 66, 67, 72 and 73.

ARTICLES V

- A. No Dwelling House, Garage, fence, wall, or other structure shall be erected or constructed, nor shall any alterations which would materially alter the exterior appearance of any such structures be made unless a complete set of plans and specifications therefor, including the exterior color scheme and block plan indicating the exact location on the Building Site, have been submitted to, and approved in writing by, the Association.
1. The plans and specifications shall be submitted in writing for approval, over the signature of the Owner of the Building Site or over the signature of the Owners duly authorized agent, on a form satisfactory to the Association. A copy of such plans, as finally approved, shall be deposited for permanent record with the Association.
 2. The approval of said plans and specifications may be withheld based upon noncompliance with any of the specific covenants, conditions, and restrictions contained in this Restatement or because of the dissatisfaction of the Association with any aspect of the plans and specifications which, in the judgment of the Association, would render the proposed structure inharmonious with the general plan or improvement of Senior Estates Golf and Country Club or with the structures erected on other Building Sites in the immediate vicinity of the Building Site upon which said structure is proposed to be erected.
- B. The Association may at any reasonable time, after reasonable notice, enter and inspect any Lot, Building Site, or Unit with respect to its maintenance or improvements to determine if there has been compliance with the provisions hereof. The Association, or any agent or officer thereof, shall not thereby be deemed guilty in any manner of trespass for such entry or inspection. The Association may issue a certificate of completion and compliance as to any Lot, Building Site, or Unit so inspected.
- C. The records of the secretary of the Association shall be conclusive evidence as to all matters shown by such records. The issuance of a certificate of completion and compliance by the Secretary of the Association, showing approval of the plans and specifications for the improvements or other matters herein provided, and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary, shall be conclusive evidence of compliance. The Secretary's certificate shall full justify and protect any title company certifying, guaranteeing or insuring title to any property in Senior Estates Golf and Country Club, or any portion thereof, or any lien thereon or interest therein as to any matters referred to in the certificate, and shall full protect any purchaser or encumbrances in acting thereon.
- D. After the expiration of one year following the issuance of a building permit therefor by municipal or other governmental authority or a certificate by the Association, any structure, work improvement or alteration shall, as to any purchaser or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions thereof, unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Clerk of Marion County,

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State of Oregon, or unless legal proceedings shall have been instituted to enforce completion or compliance.

ARTICLE VI

- A. Senior Estates Golf and Country Club is designed to provide housing for older persons in that:
 - 1. This development is intended and operated for occupancy by owners at least one of whom, for each housing unit, is a person fifty-five (55) years of age or older.
 - 2. This development includes significant facilities and services specifically designed to meet the physical and social needs of older persons.
 - 3. As of September 10, 1988, at least eighty percent (80%) of the units in Senior Estates Golf & Country Club were occupied by at least one person fifty-five (55) years of age or older.
- B. Effective September 1, 1999, subject only to any exceptions provided for in the Restated Declaration of Restrictions, Units in Senior Estates Golf and Country Club may be purchased only by a natural person or persons, at least one of whom is fifty-five (55) years of age or older.
- C. Except as otherwise specifically set forth in the Restated Declaration of Restrictions, Units in Senior Estates Golf and Country Club may be occupied only by an Owner, or Owners, at least one of whom is fifty-five (55) years of age or older. In the case of joint owners who occupy a unit, the acquisition of the older owner's interest by the younger owner as a result of death or dissolution of marriage does not preclude the younger owner from continuing to own and occupy the Unit even though the younger owner-occupant has not attained the age of fifty-five (55) years.
- D. The Association, through its Board of Directors, shall adopt and enforce adherence to policies to effectuate the provision of housing for persons fifty-five (55) years of age or older.
- E. Consistent with the housing for older person's character of Senior Estates Golf and Country Club, no one under eighteen (18) years of age may reside in any housing unit.
- F. Status of Persons Not Meeting Age Requirements – Persons lawfully residing in housing Units in Senior Estates Golf and Country Club as of September 10, 1988, and who do not meet the age requirements, may nevertheless continue to reside in that housing provided that new occupants of such housing meet the age requirements. No person who has not attained eighteen (18) years of age shall occupy any housing Unit in Senior Estates Golf and Country Club, nor shall any such person reside therein temporarily for a period of more than sixty (60) days in any calendar year.
- G. Status of Unoccupied Units – On or after September 10, 1988, the existence of unoccupied Units shall not be deemed to mean that Senior Estates Golf and Country Club is in violation of the age requirements as long as such units are not thereafter occupied in violation of this Article.
- H. Review of Real Estate Transactions – To insure that this Article is enforced, the Board is hereby delegated the power and authority to review Real Estate Transactions. Prior to any new occupancy occurring after March 1, 1989, all Real Estate Transactions in Senior Estates Golf and Country Club shall be approved prior to completion by the Board to insure the transaction conforms with this Article. No such transaction occurring on or after March 1, 1989 may be completed unless and until approved by the Board as complying with this Article.
- I. Authority of the Board – The Board shall have the authority and responsibility to do all acts and promulgate such rules to assure continued compliance with the Fair Housing Act Amendments of 1988 and relevant regulations lawfully promulgated thereunder. Any rules adopted by the Board shall be transmitted to all Owners within thirty (30) days of adoption.

ARTICLE VII

- A. Declarant and the Association as successor Declarant reserved and hereby reserves to itself, its successors and assigns, perpetual easements under, over, and across strips of land five (5) feet in

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width running along the side lines and rear lines of each Lot, Building Site, and unit owned (or originally owned) by it for the purpose of erecting, constructing, maintaining, and operating sewers and drainage systems, poles, pipes, wires, cables, guy, anchors, and conduits for lighting, heating, power, telephone, and any other method of conducting and performing any public or quasi-public utility service or function beneath, upon, or above the surface of the ground within said five (5) foot strips of land, and it further reserved and reserves the right to cut and trim any trees or other growth on such five (5) foot strips which may interfere with or menace the construction, maintenance or operation of the utilities.

Additional Easement – Declarant and the Association as successor to Declarant further reserved and hereby reserves to itself, its successors and assigns, perpetual easements along, under, over and across strips of land five (5) feet and ten (10) feet in width, more particularly hereinafter described, for the purpose of constructing, maintaining and operating a system for storm drainage beneath and upon the surface of the ground within said strips of land, and it further reserved and reserves the right to enter upon said strips of land and to do so any act consistent with the construction, maintenance and operation of said storm drainage system.

The property subject to the above additional easements is described as:

1. That portion of Senior Estates Subdivision Section No. 5, Lot 4, Block 44, in the City of Woodburn, County of Marion and State of Oregon, five (5) feet in width and 79.60 feet in length, along the southerly boundary line of said Lot 4.
2. That portion of Senior Estates Subdivision Section No. 5, Lot 3, Block 44, in the City of Woodburn, County of Marion and State of Oregon, five (5) feet in width and 79.60 feet in length, along the northerly boundary line of said Lot 3.
3. Part of Senior Estates Subdivision Section No. 5, Lot 37, Block 64, resubdivision of a portion Senior Estates Golf and Country Club, in the City of Woodburn, County of Marion and State of Oregon, described as:

That parcel of land ten (10) feet in width, along the westerly boundaries of Lots 14, 15, 16, and 17, the southwesterly boundary of Lot 18, and the southerly boundaries of Lots 19, 20, 21, 22, 23, and 24, having a length from the northerly boundary of Lot 12 to a point five (5) feet westerly from the westerly boundary of Senior Estates Subdivision Section no. 5, Lot 24, all in resubdivided Lot 37, Block 64.

- B. The Association, through its officers or agents, shall have the right to enter upon any Lot, Building Site, or Unit that is vacant and unplanted or unattended by the Owner, after reasonable notice to the Owner thereof, and at the initial expense of the Association, subject to reimbursement by the Owner, to plant or replant, trim, cut back, remove, replace, cultivate and maintain hedges, trees, shrubs, plants of lawns. The owner of each Lot, Building Site, or Unit, by accepting a deed or contract thereto, and any tenant or lessee of the Owner, by accepting possession thereof, expressly grants to the Association such right and waives any and all objection to the exercise of this right.
- C. The Association, through its officers or agents, shall have the right to enter upon any Lot, Building Site, or Unit, whether vacant or occupied, after reasonable notice to the Owner and to the party or parties in possession thereof, and at the initial expense of the Association, subject to reimbursement by the Owner, to clean, paint, repair, replace, and generally maintain the exterior of the Dwelling house, Garage and any other improvements thereon and any other things in connection therewith necessary or desirable, in the judgment of the Association, to keep the Lot, Building Site, or Unit and the Dwelling House, Garage and any other improvements thereon in neat and good order to conform with the general attractive character of Senior Estates Golf and Country Club. The Owner of each Lot, Building Site, or Unit, by accepting a deed or contract

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thereto, and any tenant or lessee of the Owner, by accepting possession thereof, expressly grants to the Association such right and waives any and all objection to the exercise of this right.

- D. Any and all expenses which may be incurred by the Association in the performance of the acts specified in Sections B and C above shall be reimbursed to the Association by the Owner. Until such reimbursement is complete, it shall be a charge against the Owner of the Lot, Building site, or Unit upon which such acts were performed in the form of an assessment as provided elsewhere herein and in the Bylaws of the Association.
- E. The owners of Lots, Building Sites, or units, by the acceptance of deed or contracts therefore whether from a Declarant or subsequent Owner, bind themselves and their heirs, personal representatives, successors and assigns to all of the provisions, restrictions, conditions and regulations, now in effect, or hereafter imposed by the Articles of Incorporation and Bylaws of the Association, and any amendments thereof, and shall be personally obligated to pay the charges and assessments, including interest, provided for therein, and shall be subject to the right and power of the Association to institute proceedings for the collection of such charges, assessments and interest and the enforcement of the liens securing the same. Such rights and powers shall continue in the Association, and such obligations shall run with the land so that the successor Owner of record, shall in turn become liable for the payment of such charges and assessments together with accrued interest.
- F. Unpaid dues and assessments, and any unpaid fine or penalties imposed pursuant to the Bylaws and the Rules and Regulations of the Association, shall be liens on the applicable Unit. At any time after such debts are delinquent, the lien may be perfected at the direction of the Board of Directors of the Association by recording notice thereof in the records of Marion County, Oregon. The liens may thereafter be foreclosed in the manner provided by Oregon law for the principal amount of the lien, interest thereon in accordance with interest rates established by the Board of Directors, and costs of foreclosure including costs and disbursements, reasonable attorney's fees and title search expenses.

ARTICLE VIII

- A. In construing this Restatement, or any part thereof, stipulations which are necessary to make this Restatement, or any of its terms of provisions reasonable are implied.
- B. All covenants, conditions, restrictions, reservations charges and assessments set forth in the Restatement are imposed for the direct benefit Senior Estates Golf and Country Club and each and all of the Owners as part of the general plan of development, improvement, building, occupation and maintenance adopted by Declarant and the Association, as successor to the Declarant, and such covenants, conditions, restrictions, reservations, charges and assessments shall run with the land.
- C. Nothing contained in the Restatement, or in any form of deed, which may be used by the Association, as successor to the Declarant, or any Owner in conveying lots, Building Sites, or Units, shall be deemed to vest or reserve in the Association any right of reversion or reentry for breach or violation of any one or more of the provisions of this Restatement.

ARTICLE IX

- A. The provisions of this Restatement may be enforced through Legal Action by any Owner, the Association, or both. Before instituting enforcement procedures, the Owner alleged to have violated any of the provisions of this Restatement shall be given notice of the violation and of the intention of the party to initiate Legal Action if the violation is not cured within ten (10) days of giving such notice, notice shall be given to the address shown on the tax rolls for Marion County, Oregon, or such other address reasonably calculated to give actual notice.

Declaration of Restrictions

- B. The prevailing party in such Legal Action shall be entitled to recover reasonable attorney's fees and Costs incurred, including reasonable attorneys fees and Costs incurred through arbitration or appeal. The term "Costs" includes, in addition to statutory costs and disbursements, all costs associated with discovery depositions (whether or not introduced into evidence at the time of trial), expert witness fees, title search and policy expenses, and out-of-pocket expenses incurred by the prevailing party in prosecution or defense of the Legal Action. For purposes of this Article, the term "Legal Action" includes any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States and any mandatory arbitration in accordance with the laws of the State of Oregon.

ARTICLE X

If any section, phrase, word, or portion of the Restatement is declared unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the remaining portions of this Restatement.

ARTICLE XI

The provisions contained in this Restatement shall bind and inure to the benefit of, and be enforceable by, the Association and the Owners and their respective heirs, personal representatives, successors, and assigns, and failure to enforce any such provisions shall in no event be deemed a waiver of the right to do so.

ARTICLE XII

This Restated Declaration of Restrictions has been adopted, and may in the future be amended by vote or written agreement of Owners representing seventy-five (75%) of the total votes entitled to be cast in Senior Estates Golf and Country Club.

ARTICLE XIII

The provisions contained in this Restatement shall be effective upon adoption.

Dated this 1st day of September, 1999.

SENIOR ESTATES GOLF AND COUNTRY CLUB, an Oregon nonprofit corporation

Marjorie Thompson, President, and Kathryn Holland, Secretary personally appeared, and this document was signed on behalf of the corporation by authority of its Board of Directors; and each of them acknowledged the instrument to be its voluntary act and deed.

A signed and certified copy of this Declaration of Restrictions is available for viewing in the Office of the Senior Estates Golf and Country Club.

President ___ *signature on file* ___ Date 11-24-1999
Marjorie Thompson

Secretary ___ *signature on file* ___ Date 11-24-1999
Kathy Holland

Of Senior Estates Golf & Country Club
STATE OF OREGON
COUNTY OF: Marion

This instrument was acknowledged before me.

NOTARY PUBLIC

___ *signature on file* ___
Notary Public of Oregon Doris Ebanks
My Commission Expires: 2-17-2002