

9-20-99

2591

99080861
 INDEX TO DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 STAFFORDSHIRE, A MANUFACTURED HOME COMMUNITY

10
10

CREATED BY THE BOARD OF DIRECTORS AT THE STAFFORDSHIRE HOME OWNER'S ASSOCIATION
 34640 DEVONSHIRE DRIVE
 EUGENE, OREGON 97405

<u>ARTICLE</u>		<u>PAGE</u>
	DECLARATIONS.....	1
I	DEFINITIONS.....	2
II	MEMBERSHIP AND VOTING.....	3
III	MEMBERS/EASEMENTS OF ENJOYMENTS.....	3-4
IV	ARCHITECTURAL AND DESIGN CONTROL.....	4-7
V	ARCHITECTURAL CONTROL, PLAN SUBMISSION AND APPROVAL.....	7-8
VI	PROPERTY USE RESTRICTIONS.....	8-10
VII	LANDSCAPING AND MAINTENANCE.....	10
VIII	EASEMENTS.....	10-11
IX	ASSESSMENTS AND ENFORCEMENT.....	11-14
X	GENERAL PROVISIONS.....	14-15
XI	GENERAL PLAN OF DEVELOPMENT.....	14-16
XII	RESERVE ACCOUNT AND ASSESSMENT FOR RESERVE ACCOUNT.....	16
XIII	COMPLIANCE WITH OREGON PLANNED COMMUNITY DEVELOPMENT ACT.....	17
	CERTIFICATION.....	18

AFTER RECORDING, RETURN TO LAVON STRASSBURG, SECRETARY TO STAFFORDSHIRE HOME
 OWNER'S ASSOCIATION, AT 85700 HAMPSTEAD LANE, EUGENE, OREGON 97405

76Z4SEP.20'99H02REC 100.00
 76Z4SEP.20'99H02PFUND 10.00

99080861

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STAFFORDSHIRE, A MANUFACTURED HOME COMMUNITY

TO THE PUBLIC:

This Declaration is made this date by the undersigned:

Whereas, the Association is the owner of certain real property located at 34621 Highway 58, Pleasant Hill, 97455 in the County of Lane, State of Oregon, hereinafter referred to as "Staffordshire" or "Subdivision," more particularly described in the attached exhibit "A"; and the property has been subdivided into ninety-nine (99) lots which forms the planned community. Lots have been sold to owners which formed the Homeowner's Association. The Association may create or annex more lots to the planned community. This increase would be subject to the conditions and restrictions of the Declaration.

Whereas, The Association desires to subject said property to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefits of the subdivision, and it's present and subsequent owners as hereinafter specified and will convey lots in the subdivision subject thereto:

Now, Therefore the Association hereby declares that all of the lots in the subdivision are subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth all of which are for the purpose of enhancing and protecting the value, use, desirability and attractiveness of said property; that these easements, covenants, restrictions, conditions and reservations constitute covenants and servitude's to run with the land are binding on all persons claiming under them and the land; and also that these conditions, covenants, restrictions, easements and reservations inure to the benefit of and are burdens upon all future owners and occupants of the subdivision and any interest therein.

1 - Declarations

99080861

ARTICLE I

Definitions

1. "Association" means STAFFORDSHIRE HOMEOWNER'S ASSOCIATION, a nonprofit mutual corporation, its successors and assigns.
2. "Common Area" shall mean all real property and appurtenances thereto now or hereafter owned by the STAFFORDSHIRE HOMEOWNER'S ASSOCIATION for the common use and enjoyment of the members.
3. "Lot" means any numbered plot of land shown on the last recorded plot of Staffordshire.
4. "Manufactured Home" means a structure constructed off-site, designed for movement on the public highway on its own wheels and axles, to be placed on real property permanently or semi-permanently, having sleeping, cooking, electrical and plumbing facilities, and intended for human occupancy and being used for residential purposes.
5. "Manufactured home accessory structure or building" means any portable, demountable or permanent awning, cabana, ramada, carport, porch, skirting, steps, shed, building or other structure established for use or enjoyment of the occupant of a manufactured home, whether the same be prefabricated or site-built, attached or unattached, to the manufactured home, dependent on or independent of the manufactured home for structural support in whole or in any part, but that complies with Architectural Design Control and Maintenance provisions of this instrument.
6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the "Properties", including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
7. "Properties" means the real property herein described and such additional property thereto as may hereafter be brought within the jurisdiction of the protective covenants, conditions and restrictions.
8. "Resident nonmember" means any person who resides in Staffordshire who is not an owner, including but not limited to persons holding a leasehold estate in any building or lot in the subdivision.
9. "Utility easements" refers to easements of record within Staffordshire for the purpose of building, constructing and maintaining therein underground or concealed electric and telephone lines, gas, water, sewer, storm drainage lines, radio or television cables and other similar services now or hereafter commonly supplied by private or municipal corporations.

2 - Declarations

99080861

ARTICLE II

Membership and Voting

1. Membership: The membership of the association shall be comprised of all the record owners of a fee or undivided fee interest in any lot in the subdivision. However, a record owner does not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership rights are appurtenant to and may not be separated from ownership of a lot. Record ownership of an interest in a lot is the sole qualification for membership rights, the rights will automatically terminate when record ownership terminates or is transferred. The vote applicable to any lot sold under a contract of purchase shall be exercised by the contract purchaser. All contract sales shall be evidenced by recorded memorandum of contract.
2. Voting: A member is entitled to one vote for each lot in which they hold an interest. If more than one person has an interest in a lot, each person shall be entitled to a fractional vote proportionate to their interest. Members may vote by a signed proxy.

ARTICLE III

Members' Easements of Enjoyment

1. Members' easements of Enjoyment: Every member of the Association shall have a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to, and shall pass with, the title to every lot: subject, however, to the following provisions:
 - (A) The right of the Association to limit reasonably the number of guest of members permitted to use the Common Areas.
 - (B) The right of the Association to charge reasonable admission fees for the use by any guest of any recreational facilities situated upon the Common Areas.
 - (C) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities and, in aid thereof, to mortgage said Common Areas and facilities for such purposes, and the rights of any mortgagee in said property shall be subordinate to the rights of the members hereunder.
 - (D) The right of the Association to suspend any member's voting rights and/or right to use of any of the recreational facilities owned by the Association when an assessment against the member's property has not been paid for a period exceeding sixty (60) days and reasonable notice to suspend the member's voting rights and/or right to use has been sent to the member. Such suspension shall be approved by three-fourths (3/4) of the votes of members who are voting in person or proxy at a meeting duly called for such purpose.
- 3 - Declarations

99080861

- (E) The right of the association to dedicate or transfer all or any part of the Common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members. A dedication or transfer shall be effective only when:
- (1) Written notice of the proposed action is sent to every member not less than 30 days nor more than 90 days prior to such action; and,
 - (2) Evidenced by a written instrument signed by 80 percent membership to be recorded in the appropriate records of Lane County and approved by Lane County, Oregon agreeing to such dedication or transfer.
- (F) The right of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the members of the Association without unduly infringing upon the privacy or enjoyment of the owner or occupant of any part of said property, including, without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times, and reasonable regulations and restrictions regarding parking.
2. Delegation of Use: Any member may delegate, in accordance with the Rules and Regulations adopted from time to time by the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, his guests, and/or such other persons subject to any applicable guest fee.

ARTICLE IV

Architectural And Design Control

1. All manufactured homes shall be installed not more than 24 inches above finished grade level at all points around the home and shall conform with any and all applicable federal state and local codes and requirements for construction of manufactured homes as of the date of such placement. Installation, siting and set-up of all manufactured homes must be in accordance with all applicable federal, state and local codes and requirements in effect at the time of such installation, siting or set-up.
- 4 - Declarations

2. All manufactured homes placed in Staffordshire must have a width of at least twenty-three (23) feet and not less than eight hundred (800) square feet of interior floor space.
3. All manufactured homes and accessory structures shall have foundations of sufficient strength to support the required live-loads and actual dead-loads imposed by the manufactured homes and/or accessory structure based upon accepted engineering design standards. Foundations, tie-downs and other supports shall be provided to withstand the specific horizontal, uplift and overturning wind forces on the manufactured home and/or accessory structure based on accepted engineering design standards.
4. Placement of every manufactured home and manufactured home accessory structure shall be in strict conformity with all zoning and other requirements of Lane County, including those relating to front, side and rear setback requirements.
5. Each manufactured home placed within Staffordshire shall be skirted, with skirting material to match home siding, approved by the Board. All hitches must be removed. Each manufactured home within Staffordshire shall have skirting completed within six weeks from placement within Staffordshire. Each skirting installation shall include an access door reasonable sufficient for easy access to utilities. All skirting material must be installed according to applicable federal, state and local codes and requirements, and shall be installed by a contractor bonded and licensed by the State of Oregon.
6. Each manufactured home within Staffordshire shall conform to all applicable federal, state and local codes for installation. Carport awnings, carports and garages may be no less than 25 feet in length and of a width at least equal to the width of the driveway area covered. Installation shall be accomplished by a contractor bonded and licensed by the State of Oregon. Metal or plastic awnings, carports and garages are prohibited. All materials must meet building codes and be approved by the Architectural Committee.
7. All driveways and parking areas on lots shall be of concrete or other material designed and installed in accordance with any and all applicable federal, state and local codes and requirements, and by a contractor bonded and licensed by the State of Oregon.

5 - Declarations

8. All wooden structures and surfaces shall be painted or stained and maintained in a good state of repair. No exposed bare wood surfaces shall be permitted, except cedar or redwood decks and fences. All utilities systems, inside and outside of the manufactured home and accessory structures, shall comply with all applicable federal state and local codes and requirements. All utility supply lines and devices and sewer, drain and water lines, shall be entirely underground outward from the edge of the manufactured home skirting. Electricity transformers placed by the electrical utility with approval of the Board shall be the only exceptions.
9. No exterior alteration or addition, however slight, may be made to any manufactured home or accessory structure or building without prior written approval of the Board. This paragraph does not apply to or prohibit repairs, maintenance or replacement reasonably necessary and utilizing materials of similar quality, quantity, color and texture of previously used material.
10. No fence or hedge shall not exceed six feet in height and all fences and hedges located within the applicable setback areas from the front lot line and side street lines shall not be in excess of three feet in height. No fence or hedge which obstructs sight lines at elevations between two and six feet above the roadway shall be permitted to remain on any corner lot within the triangular area formed by the street lines, or in the base of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such a height as to prevent obstruction of such sight lines.
11. No reflective roof coating or materials shall be allowed in Staffordshire. Aluminum and/or vinyl lap siding and matching skirting for manufactured homes and manufactured home accessory buildings and structures may be used. All chimneys that are exposed above the surface of the roof shall be enclosed in a material that matches the exterior of the manufactured home.
12. If a manufactured home is removed from its foundation and not replaced by another manufactured home complying in all manner with the terms of this Declaration within thirty (30) days of such removal, the owner of the lot involved shall immediately remove the foundation, additions and manufactured home accessory structures, and disconnect and secure all utilities.
13. A permanent porch or deck shall be installed at the primary entrance of the manufactured home if the entrance of the manufactured home rests above grade level.

6 - Declarations

99080861

14. Where strict application of the above provision tends to result in practical difficulties or unnecessary hardships for a lot owner, the Association may permit and authorize a variance when it appears from the facts presented by the lot owner to the Association that there are exceptional or extraordinary circumstances, not self-imposed, which circumstances or conditions do not apply generally to lots within Staffordshire. Such variance shall be approved by the ACC. Any such approval shall be written and shall set forth the conclusions and facts supporting the conclusion and otherwise relied on by the association as a basis for granting a variance.

ARTICLE V

Architectural Control, Plan
Submission and Approval

1. No manufactured home, manufactured home accessory, structure, building, fence, wall, hedge or other structure or device shall be erected, placed or altered on any lot in Staffordshire until the plans, specifications and plot plans showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relationship to surrounding structures and topography by the Board of Directors Board of the Association, or by an Architectural Control Committee comprised of three (3) or more representatives appointed by the Board. Two sets of such plans and specifications shall be submitted to the Board.
2. Such plans and specifications shall include specific description and designation of the proposed erection, placement or alteration, including, but not necessarily limited to the following:
 - A. Exterior coloring, appearance, texture and materials;
 - B. Manner and means of installation;
 - C. Floor plans, size and square footage;
 - D. Specific location on lot, including reference to lot line setbacks;
 - E. Materials and textures to be employed;
 - F. Foundations, tie-downs and other supports;
 - G. Skirting design, color, material and texture;
 - H. Awning number, size, color material and texture;
 - I. Location, configuration and composition of driveway and parking areas on the lot;
 - J. Manner, means and location of utility installation;
 - K. Height and location of all fences and hedges;

7 - Declarations

99080861

- L. Type color and texture of roof coating materials;
M. Type, size and location of landscaping improvements.
3. The Board may require, as a condition of or prior to approval, such modifications of alterations as the Board may in its absolute and sole discretion impose as to the structural features involved, the type of building, materials or vegetation used, or other features of characteristics not otherwise expressly and specifically established by any of the provisions of this Declaration, including location with respect to topography and finished ground elevation. The Board may also require that the exterior finish, color texture and architectural style or character be such as in the sole and absolute discretion of the Board shall be deemed to be suitable in view of the general character and architectural style of Staffordshire. Provided, however, that no change in the Architectural and Design Control requirements of Article IV hereof may be approved unless such variance complies with paragraph 14 of Article IV.
4. Should the Board fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it in writing, the owner or owners of the lot involved shall notify the Board in writing. If the Board shall fail to approve or disapprove such plans and specifications within thirty (30) days after such notice, then such plans and specifications shall be deemed to have been approved and the owner of such lot thereafter pursue the same to the extent only that this Declaration expressly permits. Provided, however, that no variance from the requirement of Article IV can be permitted without compliance with the variance provisions of paragraph 14 of Article IV.

ARTICLE VI

Property Use Restrictions

The following restrictions are for the benefit of and constitute burdens upon all lots within Staffordshire and all present and future owners of lots in Staffordshire, or any interest therein:

- I. All lots in Staffordshire shall be used exclusively for single-family, manufactured home-residential purposes. At least 80% of the lots shall be occupied by a household that includes at least one member 55 years of age or older. All residents must be at least 18 years old. Only one manufactured home shall be placed on any lot within Staffordshire. No structures other than manufactured home, manufactured home accessory structures or buildings, approved fences and hedges shall be allowed on any lot in Staffordshire.

8-Declarations

99080861

2. The Staffordshire Homeowner's Association Board of Directors shall have full and sole discretion and authority to regulate the sale of all lots, with or without homes placed thereon, to insure the 80% standard, or such higher percentage as the Board of Directors deems appropriate, is maintained.
3. Unless written approval is first obtained from the Board, no sign of any kind may be displayed to public view on any building or lot.
4. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. The owner of any dog or cat must keep said dog or cat on a leash or keep it confined in the rear portion of the lot, or in the dwelling, and no dog or cat shall be allowed to run free within Staffordshire.
5. No part of Staffordshire may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No trash, garbage or any other waste may be kept or maintained on any lot except in a sanitary container located within a building or within a trash enclosure hidden from public view. All such waste and garbage must be promptly and periodically removed.
6. No noxious, offensive or unsightly conditions are permitted on any lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No exterior radio or telecommunication, towers, antennas or other exterior transmission or receiving devices shall be allowed within Staffordshire without written approval of the Board. This restriction shall not apply to common television antennae not exceeding six feet in height above the roof line.
8. All recreational vehicles and boats shall be stored and otherwise parked only in the designated and fenced, recreational vehicle parking area. No commercial vehicles or any kind, other than a passenger automobile, station wagon, van or pickup truck of the size of one ton or less, shall be parked or stored within Staffordshire on public or private property, except such of the same as may be reasonable incident to services being performed or deliveries being made within Staffordshire.
9. No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon any lot within Staffordshire or on any public or private streets or ways. Any such property so described will be removed after 72 hours at the lot owners expense.

9 - Declarations

99080861

10. Temporary wood steps may be employed in conjunction with initial placement of a manufactured home within Staffordshire, but must be replaced by a permanent set of steps, or a porch or deck where required, within one hundred and twenty (120) days after placement of the manufactured home within Staffordshire, and the temporary steps must be disposed of immediately.
11. No clothes lines, clothes racks, or other apparatus on which clothes, rags or similar items are exposed for the purpose of drying or airing shall be located on any lot.
12. No lot shall be divided, partitioned or combined with another lot.

ARTICLE VII

Landscaping And Maintenance

Each lot owner shall landscape his or her lot in accordance with landscaping plans submitted to and approved by the Board, in accordance with Article V. Landscaping shall be completed within sixty days of placement of the manufactured home on the lot. It is the obligation of each owner of each lot to keep and maintain the same in a clean and orderly manner, and all lawns and landscaping must be kept clean, weed free, watered, trimmed and mowed. All manufactured homes, manufactured home accessory structures and other improvements located on each lot shall at all times be kept and maintained in good condition. All sidewalks and driveways with respect to each lot, whether owned in whole or in part by the owner of each lot, shall be kept and maintained in a safe, clean and orderly manner and condition at the expense of the owner of the lot.

ARTICLE VIII

Easements

1. The Association hereby grants to the owner of the Staffordshire sewer system, the owner of the Staffordshire water system and the public utilities providing natural gas, electricity, telephone and television, and their agents, successors and assigns, perpetual easements for the sole purpose of installation, maintenance and/or repair of underground and above-ground electrical supply, transmission and transforming devices, including stations, reasonable and necessary to provide electrical and other utilities to and across the lots within Staffordshire, including electricity, natural gas, water, subsurface disposal and television.

10 - Declarations

99080861

With written approval from the Board, electrical transformers may be placed above the surface. Such easements shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Board. No owner or occupier or any lot shall block, hinder or interfere with the reasonable exercise of such easement rights. The possessor of such easement rights shall be responsible for restoration of ground elevations and ground conditions as nearly as reasonable possible to the conditions existing prior to use of the easement right.

The Association has the exclusive right to declare and grant such other and additional utility easements over part or all of the property subject to an easement described in the preceding paragraph, as the Association, after assent of three-fourths (3/4) of the votes of the members who are voting in person and or proxy at a special meeting called for that purpose or at the annual meeting, may determine to be appropriate.

ARTICLE IX**Assessments and Enforcement**

1. The Board acting on behalf of the Association, shall have the power in its discretion to perform any obligations of any lot owners, required by this Declaration or as any condition of an approval by the Board. Such performance may be accomplished by a person or persons designated by the Board. Such performance shall not occur until the Board has provided written notification of such obligation to the owner or owners of the lot in question with request that such obligation be performed within not less than thirty days (30) of such notification. Such notification shall be deemed given when deposited in the U. S. mails, addressed to the owner at the owner's last-known address, certified mail, return receipt requested, with postage prepaid. Such performance by or at the direction of the Board shall not occur until such owner has failed to perform such obligation within the time provided.
2. The board, acting on behalf of the Association, shall have the power to assess the actual cost of such performance as described in the preceding paragraph against the lot in question, and the owner (s) of the lot in question. Such notification shall be deemed delivered, and such assessment made, by deposit of such notification in the U.S. Mail, addressed to the last known address of each owner (s), certified mail, return receipt, registered with postage prepaid.

11 - Declarations

99080861

Such assessment shall constitute charge on the lot and will be a continuing lien on the lot upon which the assessment is made. Each assessment, together with accruing interest, costs and reasonable attorney fees, shall also be the personal obligation of each owner (s) of the lot at the time of such assessment. Such assessment will remain a lien on the lot until paid or foreclosed.

3. The Board, acting on behalf of the Association, shall have the authority and right to levy regular and special assessments as hereinafter provided for the purpose of effecting a regular program of maintenance, for creating a reasonable reserve fund for payment of future repairs, for enforcing any of the provisions of this document against any person or entity, for the payment of the expense of administration of the Association and the Board, including accountant fees and the cost of liability insurance for the Association and the Board. All assessments levied by the Association shall be used exclusive to promote the recreation, health, safety and welfare of the residence in the Properties and for the improvement and maintenance of the common area. The Board, on its' own motion or upon petition of any member, may declare a need to repair or perform maintenance apart from any regular program adopted by the Board and may also declare a need to enforce the provisions of this Declaration. The Board may levy a special assessment to defray the costs of the need as provided herein.
4. "Assessments and Enforcement" (Regular Assessment). Until January 1, of the year immediately following the signing and recording of this Declaration, the maximum monthly assessment shall be One Hundred and Five Dollars (\$105.00) per lot.
 - (A) From and after January 1, of the year immediately following the recording of this Document, the maximum monthly assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
 - (B) From and after January 1 of the year immediately following the recording of this Document, the maximum monthly assessment may be increased above 5% by the approval of three-fourths (3/4) of the votes of the members who are voting in person or by proxy, at a meeting called for this purpose or at an annual meeting.
 - (C) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

99080861

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.
6. Written notice of any meeting called for the purposes of taking any action authorized under paragraphs 4 and 5 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
7. Any and all assessments, other than those levied against an individual lot as a result of the Board's performance of an individual owner's obligations, shall be apportioned equally among all lots in Staffordshire. Such assessments shall be made by providing notification of the same to each lot owner of record. Notification to owners shall be deemed made upon deposit of such notification in the U.S. Mail return receipt requested, with postage prepaid. Such assessment shall be deemed made upon such notification. Upon such notification, such assessments shall be a charge and continuing lien on the lots to which they are made, and shall remain liens on the lots until paid or foreclosed. Each such assessment shall also be the personal obligation of the owner or owners of each lot assessed at the time such assessment was made.
8. All assessments described in Article shall be due on the tenth (10th) day following the date notification of such assessment is made. Any assessment not paid when due is delinquent. If not paid within thirty days after being due, each assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum.
9. The lien of any assessment provided for herein or created hereby shall be inferior and subordinate to the lien of any and all mortgages and trust deeds now or hereafter placed upon any lot or any part thereof.

13 - Declarations

99080861

10. The following properties subject to this Declaration are exempt from any assessments which may be created hereunder:

- (A) All properties dedicated to and accepted by any public authority;
- (B) All properties owned by the Association, if any.

ARTICLE X

General Provisions

1. Severability: The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity of enforceability of any one provision or portion hereof, shall not affect the validity or enforceability of any other provision hereof.
2. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association of the owner(s) of any lot, subject to this Declaration, their legal representative, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
3. Amendment: Any of the covenants and restrictions of this Declaration may be amended by an instrument in writing, signed and acknowledged by three-fourths (3/4) of the votes of the members who are entitled to vote. A copy of the protective covenants, conditions and restrictions, as amended, or the amendment thereto, certified by the President and the Secretary of the Association, shall be effective when recorded with Lane County, Oregon.
4. Exceptions: The Board shall have the power to grant to any owner special exceptions as to any conditions or covenants contained in this Declaration upon the assent of three-fourths (3/4) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose or a regular annual meeting. These exceptions shall be final and binding upon the Association and all owners of lots in the properties. Such special exceptions may be granted subject to whatever provisions or conditions the Board shall deem appropriate. Any special exception granted by the Board shall conform to administrative rules, ordinances and statutes of Lane County, State of Oregon, the United States of America and paragraph 14 of Article IV of these Protective Covenants, Conditions and Restrictions.

99080861

5. Scope and Applicability: This Declaration applies to and binds all members and all residents non-members. This paragraph does not confer membership status on any resident non-member, nor does it impose liability on any resident non-member for assessments authorized herein.
6. Enforcement: The Association and any owner(s) of any lot in Staffordshire has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations now or hereafter imposed by the provisions of this Declaration. In the event of any such enforcement, the prevailing party shall be entitled to recover reasonable attorney fees and costs and disbursements incurred, including such of the same as may be incurred in any appeal.
7. Non-Waiver: Any failure by the Association or by any owner(s) to enforce any covenant or restriction contained herein shall in no event be deemed to constitute a waiver of the right to do so thereafter or a waiver of any other provision of this Declaration.

ARTICLE XI

General Plan Of Development

1. Contemplated Improvements: Maintain the drainage ditches which were engineered and constructed in accordance with the flood plain management and Lane County requirements as the same are in effect at the time of construction of the applicable phase of the subdivision.
2. Common Area: The common area for Staffordshire includes the following real property and real property improvements:
 - (A) Not less than fifty-eight (58) acres of land zoned AGT, consisting of fields, woods, picnic area and hiking trails and not less than 38 remaining acres zoned RA.
 - (B) The office, gate house and utility buildings.
 - (C) The security gate.
 - (D) All portions of the subsurface sewer system, including any lateral sewer line connected to the dwelling unit.
 - (E) All roads, all electric, gas, telephone and lighting systems outside the boundaries of a lot (to the extent of private, non-governmental and non-utility company rights therein).
 - (F) The Clubhouse and swimming pool.

99080861

(G)All of the real property in that portion of Staffordshire zoned RA/MH which will not be developed as residential lots and which will not lie within the boundary of any proposed lot.

3. Legal Description For Common Area: The legal description for the common areas is that real property situated in Lane County, Oregon, described as Staffordshire, lot "A", as shown on the recorded plat of Staffordshire .

ARTICLE XII

Reserve Account
And Assessment for Reserve Account

There is hereby established the Staffordshire Homeowner's Association reserve account for replacement of all items of common property. The items of common property which require the creation of a reserve account are all items of common property of the Staffordshire Homeowner's Association which will normally require replacement in more than three (3) and less than thirty (30) years. At the time of filing this Declaration items of common property for which the reserve account is established are roads, septic tank systems and drain fields which are considered community septic tank systems and drain fields, water and water distribution systems which have been identified as common property, the clubhouse, swimming pool, office, gate house, security gate, recreational vehicle parking facility, storage shed and other common property which the Board of Directors of the Staffordshire Homeowner's Association may identify as requiring replacement.

\$4.00 per month or other amounts as determined by the Board of Directors of the maximum annual assessment set forth in Article IX of these Declarations shall be the assessment against each lot for the reserve account for the replacement of common property. All of the provisions of Article IX of these Declarations shall apply.

This Declaration does not prohibit prudent investment of reserve account funds. The Staffordshire Homeowner's Association shall adjust the amount of the assessment for this reserve account at regular intervals to reflect changes in current replacement costs over time.

16 - Declarations

9-20-99

2591

99080861

ARTICLE XIII

Compliance With Oregon Planned community Development Act

Notwithstanding any provision of this declaration that might be construed to the contrary, all activity with relationship to Staffordshire and the Staffordshire Homeowner's Association, including but not limited to management and operation of Staffordshire and the Staffordshire Homeowner's Association, shall be conducted in accordance with the Oregon Planned community Development Act.

99080861

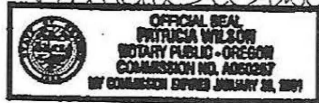
CERTIFICATIONS

I hereby certify that the foregoing Declaration of Protective Covenants, Conditions and Restrictions for Staffordshire, a manufactured home park community, located at 34621 Highway 58, Pleasant Hill, 97455, in the County of Lane, State of Oregon, are the amended Declaration of Protective Covenants, Conditions and Restrictions for a manufactured home community, and consist of eighteen (18) pages, including this page, and which were adopted June 22, 1999, by affirmative vote of the home owners, and that they are the whole thereof exactly as adopted.

I make this certificate to identify the same pursuant to instructions of the Board of Directors.

Richard Flomer
Richard Flomer
President

LaVon Strassburg
LaVon Strassburg
Secretary

Patricia Wilson
 *Lane, Co.*

Revised - 4-20-89
Amended - 4-19-90
 4-15-93
 6-22-99

18 - Declarations

9-20-99

2591

99080861

Staffordshire Manufactured Home Subdivision

Exhibit "A" to Declaration of Protective Covenants, Conditions and Restrictions for Staffordshire, A Manufactured Home Community

Beginning at the northeast corner of the John F. Wooley Donation Land Claim Number 45, Township 18 South, Range 2 West of the Willamette Meridian, said point being marked with a Lane County Surveyor's brass cap monument as set in 1977; thence South 0° 09' 25" West along the easterly line of said Claim a distance of 2044.65 feet; thence North 89° 44' 52" West a distance of 1414.85 feet to the northeasterly right of way line of State Highway 58 (commonly known as Willamette Highway); thence North 60° 00' 30" West along said right of way line a distance of 573.56 feet to the easterly line of that certain parcel as described in Record's Reception Number 7920194, Lane County Deed Records' thence North 29° 58' 36" East along said easterly line and the easterly line of the 1.6 acre parcell as shown on County Survey Number 23053 a distance of 201.7 feet' thence continuing along the easterly line of said survey North 0° 09' 43" East a distance of 164.04 feet; thence continuing along the northerly line of said survey North 89° 50' 39" West a distance of 299.97 feet thence North 0° 09' 46" East a distance of 1433.62 feet to a Lane County Surveyor's brass cap monument; thence North 89° 50' 55" East a distance of 117.47 feet to the Northwest corner of the aforementioned Donation Land Claim Number 45; thence North 0° 03' 14" West along the westerly line of Section 19 in said Township a distance of 868.08 feet; thence South 88° 56' 00" East a distance of 747.34 feet; thence South 4° 47' 18" West a distance of 447.05 feet; thence South 34° 22' 41" East a distance of 508.4 feet to the Northerly line of said Claim; thence South 89° 22' 12" East along said northerly line a distance of 998.18 feet to the Point of Beginning, all in Lane County, Oregon

Parcel consists of 113 acres, more or less

State of Oregon
 County of Lane — ss.
 I, the County Clerk, in and for the said
 County, do hereby certify that the within
 instrument was received for record at

'93 SEP 20 PM 4:03

2591R

Reel
 Lane County OFFICIAL Records
 Lane County Clerk

By *David S. Spitzer*
 County Clerk