

Introduction to the Declaration (C,C,&Rs)
(Updated, May, 2008)

The current version of the Declaration for Edgewood Mtn. II Homeowners is the original Declaration of October, 1976 amended in March 2003, and April 2008. The amendment of 2003 replaced all of the original document and brought it into conformity ("to the extent feasible") with the Oregon Planned Community Act. The April 2008 amendment added a "Section Ten" to Article Four. This presentation of the Declaration has integrated the 2008 amendment into the Article. The version recorded with Lane County Deeds and Records presents the 2008 amendment as a separate three-page document. The respective dates of recording and reference numbers of the 2003 and 2008 amendments are: April 24, 2003 (#2003-036354) and May 15, 2008 (#2008-027299).

**EDGEWOOD MOUNTAIN II DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on October 1, 1976 and recorded, index #7661868, Reel 822 R, in Lane County, Oregon, on Nov. 22, 1976 by Breeden Bros., Inc., Declarant, has been amended by members of the Association on the date hereinafter set forth. The Edgewood Mountain II Homeowner's Association, hereinafter referred to as the Association, was organized on October 22, 1976 under the Oregon Non-Profit Corporation Act, Chapter 61, Oregon Revised Statutes. Amendments to the 1976 Declaration have been made to conform to the extent feasible to ORS 65.001 to 65.674 and ORS 94.550 to 94.783 and pursuant to 94.572 1-a-A, 94.572 1-a-C and 94.590 1-a. The Association is a Class I Planned Community as described in ORS 94.550 (3).

WITNESSETH;

WHEREAS, The Association and its members are the owners of certain real property in the City of Eugene, County of Lane, State of Oregon, which is more particularly described as:

Lots 61-97 and Common Area/Facilities; Tract "C" of
Edgewood Mountain II, as platted and recorded in Book 70, Page
3, Lane County Plat Records, in Lane County Oregon.

NOW THEREFORE, The Association hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the properties. These easements, covenants, conditions, and restrictions shall run with the real property and be binding on all parties having or acquiring any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of,

be imposed upon, and pass to the successor in interest of each and all of said units as a servitude in favor of and enforceable by the owner or owners of any other such unit.

AND FURTHERMORE, The Association declares that in order to maintain the common areas and do so within reasonable expense to the Association, members are encouraged and expected to assist in the maintenance of common areas which are adjacent to their respective Lots. The Association recognizes that this practice of having individual members assume some of the responsibility for maintaining certain common areas has enhanced the appearance of the neighborhood and has helped the Association maintain a modest yearly basic rate of assessment.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Edgewood Mountain II Homeowner's Association, an Oregon non-profit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners and all common areas subsequently annexed thereto. The Common Areas to be annexed by the Association is described as follows:

Tract C - Common Area, as platted and recorded in Book 70,
Page 3, Lane County, Oregon Plat Records, in Lane County,
Oregon.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. A Tandem Lot is two separate Lots, unless improved with one living unit occupying both lots, whereupon it shall be considered one lot.

Section 6. "Improved Lot" shall mean with completed dwelling thereon.

Section 7. "Living Unit" shall mean any portion of structure intended for use occupancy or ownership as a residence by a single family and/or no more than three unrelated adults living together.

Section 8. "Street" shall mean and refer to the improved private access streets and roads shown upon the Edgewood Mountain II recorded subdivision plat.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer or sell 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 to by the members.

No such dedication, sale, or transfer shall be effective unless at least 80 percent of the votes in the association are cast in favor of that action.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. The Association shall have one class of members consisting of all

owners. Each owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

COVENANTS FOR MAINTENANCE AND SERVICE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements and (3) private street maintenance assessments or charges, and any other assessments hereinafter provided. Such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas and private streets and for whatever purpose the Association may from time to time deem to be in the collective interest of the then members.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$30.00 per Lot, which assessment shall be known as the "Basic Rate." Assessments described in Article IV, section 6, are in addition to the maximum annual assessment described in this paragraph, and shall be fixed by the Board of Directors.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 6% 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 conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of members who

- are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment plus maximum increase.

Section 4. Special Assessment for Capital Improvements. In addition to 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 two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty per cent (50%) of all the members' votes shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed by the uniform rate called the "Basic Rate," except that unimproved Lots shall be exempt from assessment until January 1, 1981, and shall thereafter be assessed the "Basic Rate." In addition, costs related to particular types of residential structures shall be assessed uniformly to all structures of that type as determined by the Board of Directors. Such additional cost shall be assessed in addition to the "Basic Rate" set forth in Article IV, Section 3 above. Such special costs may include maintenance of private streets, exterior maintenance of tandem dwellings and similar special costs. Assessments may be collected monthly or yearly as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot on or before January 1 of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent (10%) per annum. The Association may

bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien on any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Utility Lines Serving Lots, But Which Are Located In Common Area. As Edgewood Mountain II was platted and constructed, certain utility and related service lines and equipment (hereinafter "Utility Lines") serving individual Lots, were located in Common Area. The placement and use of these Utility Lines was authorized under Article IX of this Declaration, titled "Easements." Those Utility Lines are owned either by the utility or service provider (hereinafter "Provider") or by the Lot Owner. (Should the issue arise, the Provider's determination of where the Provider's Utility Lines end, and where the Lot Owner's Utility Lines begin, shall control for purposes of this Section.) The Provider and Lot Owner shall be responsible to maintain and repair their respective portions of the Utility Lines and are obligated to pay all costs and expenses (hereinafter "Expenses") of that maintenance and repair (hereinafter "Repair" or "Repairs"). Repairs benefit either the Provider or the Owner and Owner's Lot. The Association has no obligation to Repair or to pay Expenses for Repairs to Utility Lines, even though they may be located in Common Area. Circumstances might arise, however, where the Association could decide, in its discretion, to conduct Repairs of Utility Lines in Common Area. In such case, the Association may direct Repairs to be made and has the right to seek reimbursement of Expenses related to the Repairs from the Owner of any benefited Lot. In such event, upon request, the Owner shall reimburse and pay the Association, in full, for all Repair Expenses the Association has incurred. The Owner shall reimburse and pay the Association within 30 days of delivery of written notice requesting payment by the Association to the Owner. If the Owner fails to pay the Association within 30 days, the Association may treat the Expense as a common expense under ORS 94.704(6) (2007) and may specially assess the Expense against the benefited Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties and common areas, 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, topography and existing or planned plantings by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, as specified in the Bylaws.

Section 2 In matters concerning architectural control on Lots and common areas, the Architectural Committee shall act as the review board for all proposals for additions or alterations described in Section 1. The authority of the Board of Directors to maintain the common areas will be delegated to the Architectural Committee as prescribed by a set of rules and procedures drawn by the Board. Among those rules and procedures will be provisions for members' written proposals to and written approvals from the Committee and members' written appeals of Architectural Committee rulings to the Board.

ARTICLE VI

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintaining and keeping in good order and repair the interior and exterior of his or her own dwelling, including any garage or yard within lot lines.

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, following written notice from the Board of Directors and a reasonable period of time for the Owner to make satisfactory maintenance or repair, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the buildings and any other improvements erected thereon.

Such maintenance or repair shall include, without being limited to, the following: Paint, repair, replace and care of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, landscaped areas, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. Such maintenance or repairs shall be added to and become a part of the assessment to

which such lot is subject as a lien, and enforceable in the same manner. Damage caused by fire, flood, storm, earthquake, riot, vandalism or other causes other than normal wear from use and the elements shall be the responsibility of each owner, but the Association reserves the right to replace the exterior of any structure damaged or destroyed from whatever cause and the cost of such repair or replacement may, in the discretion of the Directors, be added to and become a part of the assessment to which such Lot is subject, and may become a lien, and be enforceable in the same manner.

The Association shall reasonably maintain or provide for the reasonable maintenance of the Common Areas, including improvements to said Common Areas. The Board shall promulgate rules regarding the care and maintenance of said Common Areas, including but not limited to giving documented permission to Lot owners for the prescribed care of certain Common Areas.

In addition to the maintenance upon the Common Area, whenever a Tandem Lot is in separate ownerships, and the separate owners cannot agree upon private maintenance the Association shall provide exterior maintenance upon each such Lot as follows: Paint, repair, replace and care for roofs, gutters, down spouts, and all other exterior building surfaces, excluding glass. In the event that the need for maintenance or repair is caused by the willful or negligent act of the Owners of a Tandem Lot, his family, guests or invitees, the cost of such maintenance or repairs shall be added to the at-fault Owners Lot and become a part of the assessment to which such Lot is subject. Tandem Lots by way of example are Lots 61/62, 64/65, 70/71, 79/80, 82/83, 85/86, and 90/91 of the Plat of Edgewood Mountain II.

ARTICLE VII

EXEMPT PROPERTY

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) all other properties owned by the Association.

ARTICLE VIII

ENCROACHMENTS

Section 1. If any portion of a party wall or other part of a building or structure, including but not limited to foundations, roof overhangs, porches and fireplaces, now or hereafter constructed upon said property encroaches upon any part of the Common Areas (other than those parts of the Common Areas actually used for public sanitary and storm sewers), or upon the Lot or Lots used or designated for use by another Lot owner, an easement for the encroachment and for the maintenance of same is granted and reserved and shall exist, and be binding upon all present and

future owners of any part of said property for the benefit of the present and future owners of any part of said property for the benefit of the present and future owners of such encroaching building or structure for the purpose of occupying and maintaining same; in the event a structure consisting of more than one living unit becomes partially or totally destroyed or in need of repair or replacement, mutual and reciprocal easements are granted and reserved upon the Common Areas and in and upon each living unit and Lot for the benefit of the Association and the adjacent Owner or Owners to the extent reasonably necessary or advisable to make repairs and replacements; and minor encroachments resulting from any such repairs and/or replacements and the maintenance thereof are hereby granted and reserved for the benefit of the present and future owners thereof. The easements for encroachment herein granted and reserved shall run with the land.

Section 2. 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. Notwithstanding any other provision in this Article, an Owner who by his/her 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. 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 arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Where there are common drives and access ways, the cost of reasonable repair and maintenance of the same shall be shared by the Owners who make use thereof. No such common drive or access way shall be obstructed in any manner.

ARTICLE IX

EASEMENTS

All conveyances of land situated in the said property, made by the Declarant and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions, and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across all of the Common Areas of said property for the purposes of traveling by foot or conveyance or resting or otherwise being therein, and over, under and across all portions of said property (except those portions thereof actually intended to be occupied as living space in any building now or hereafter located upon said property) and specifically including (without being limited thereto) the interior of party walls, attic crawl spaces and the area below the living space in any living unit, for the purpose of building, constructing, and maintaining underground or concealed electric and telephone lines, gas, water, sewer, storm

drainage lines, radio and television antennae and cables, and all other utilities and services now or thereafter commonly supplied by public utilities or municipal corporations and upon all Common Areas for constructing and maintaining thereon streets, driveways, community and recreational facilities, ornaments and statues, swimming pools, lawns, landscaping and planted areas thereon; all of said easements shall be for the benefit of all present and future Owners of property subjected to the jurisdiction of the Association by recorded covenants and restrictions, recorded as herein above provided, and their tenants, contract purchasers and guests, said easements and rights of use, however, shall not be unrestricted but shall be subject to reasonable rules and regulations governing said right of use, as promulgated from time to time by the Directors of the Association in the interest of securing maximum safe usage of said easements without unduly infringing upon the privacy of the Owner or occupant of any part of said property. An easement over, upon and across all parts of said property is granted and reserved to the Association, its successors and assigns to the extent reasonably required to perform exterior maintenance and to the extent reasonably necessary to perform other maintenance reasonably necessary or advisable to protect or preserve the value of the said property and the living units thereon.

The Owner and occupant of a residential building site will permit access by the Owner or occupant of an adjoining or adjacent site, Edgewood Mountain Homeowners Associations employees, other contractors hired by the Association to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining or adjacent site(s). Each owner will not block, hinder or interfere with the established drainage pattern over his or her land from adjoining or adjacent land.

ARTICLE X

EDGEWOOD MOUNTAIN II USE RESTRICTIONS

1. No lot shall be used for other than residential purposes and no buildings shall be erected on any Lot except dwellings, garages or carports.
2. A single family living unit, shall be limited to occupancy by one related family and/or no more than three unrelated adults living together, and exclusive of open porches and garages, shall contain not less than 600 square feet of habitable floor area.
3. Easements for installation and maintenance of utilities and facilities are reserved as shown on the recorded plat. Said property is subject to the terms and provisions of E.W.E.B. underground electric rate agreement as recorded in Lane County, Oregon.
4. No structures of a temporary character, trailer, basement, partly finished house, shack, garage, barn or other out-building shall be used on any Lot

at any time as a residence either temporarily or permanently. Open carports shall not be used for storage other than enclosed by wall of the structure. All structures, additions, or alterations shall be completed in not less than twelve (12) months from the starting date.

5. Yards and parking strips shall be landscaped. With due consideration given to potential fire hazards, yards shall be maintained in a neat, clean condition and grass shall be watered and cut regularly as appropriate.

Proposals for landscaping or structural modifications which must come before the Architectural Committee will be referred to appropriate governing bodies or members according to the following guidelines. Proposals which involve common areas will be dealt with as described in the Board's "Rules for governing common areas." If a proposed modification involves a common area, those Lot owners adjacent to the common area will be notified. If a proposed modification involves a members' Lot, the Architectural Committee will notify Lot owners adjacent to the Lot of the proposed modification. Owners of Lots which are on the same cul de sac or directly across a private street from the Lot of proposed modifications will also be considered "adjacent" Lot owners. If any adjacent Lot owners object to the proposed modifications, the Architectural Committee will determine the merits of the objection and approve or disapprove or seek amendments to the proposal. The authority for granting such approvals remains with the Association, not individual Lot owners. Proposals which are deemed precedent setting by the Architectural Committee will be referred to the Board of Directors who will then determine if the proposal merits review by the entire membership. The Board will also have the option of participating in the deliberations of the Architectural Committee or authorizing the Architectural Committee to render the precedent-setting decision.

6. All permanent signs must be approved by the Architectural Committee. Nonpermanent signs such as garage sale, political, and realty signs do not require such approval. They must be removed once their purpose has been served. Nonpermanent signs are subject to request for removal by the Architectural Committee. The design and location of permanent signs intended for Common Areas must be approved in advance by the Architectural Committee. In addition to the Board rules for such signs in common areas, signs must also comply with the relevant city Code.
7. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells,

tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or common area. No communication towers, such as cellular phone antennae towers shall be erected, maintained or permitted upon any Lot or common area.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets and no more than two dogs, or no more than two cats, may be kept by the residents of any dwelling, provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of, or unreasonably disturb, any resident of Edgewood Mountain II Homeowners Association. No dog owner shall permit a dog to be at large. Appropriate City Codes dealing with dog waste matter and continuous annoyance also apply: "No animal owner shall permit any animal to cause continuous annoyance." Annoyance, such as the barking of a dog at any time of the day, will be considered continuous annoyance if it fits one or a combination of the following conditions: regular, sustained, periodic, noticeable, and disturbing to others. The Architectural Committee may also establish rules regarding dogs or other pets' use of common areas.
9. Except as provided in Article X, Paragraph 11 of these restrictions, no Lot shall be used or maintained as a parking place for trucks, equipment or materials, except during the course of construction, or used as a dumping ground for rubbish or used as a parking place for automobiles not in regular family use and good operating conditions. No visiting parking space on a common area shall be used for permanent (regular, long term) parking except by prior written approval from the Board for a specified time period.
10. Trash, garbage or other waste shall not be kept except in sanitary containers emptied weekly. All incinerators, garbage cans, yard trash containers or other equipment for the storage of or disposal of such materials shall be kept in a clean and sanitary condition and screened from sight. Except for occasions when they must be placed for weekly pickup, the containers of household waste should remain in garages or other suitable structures which prevent access to wildlife and shall be screened from view.
11. Storage of any kind of goods, chattels, merchandise, material, fuel, supplies or machinery shall be within walls of the building, or enclosed by tight fences that completely screen it from sight. Open carports shall not be used for storage other than that enclosed by walls of the structure. Travel trailers, campers, boat trailers, and similar vehicles are required to

be parked behind the front line of the residence building, and in the case of corner Lots only on the side of a residence building not facing a street. In cases of residents' guests; parking of their travel trailers, campers, and similar vehicles will be permitted only in the host residents' driveways for no longer than two consecutive weeks and for no longer than a total of four weeks per year. For special circumstances, extensions in time may be sought through a written request to the Board.

12. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In conformity with Eugene City code, no sustained noise, including music and machinery noise, may occur between 10 p.m. and 7 a.m. Such sounds should not be perceivable by residents within the home with doors and windows closed. Unnecessarily bright lights, including but not limited to mercury vapor lamps which shine upon other residents' houses are prohibited. Outdoor lighting which exceeds 75 watts, and/or flood lights should be screened or shielded to prevent their light from shining directly beyond the boundaries of the Lot on which they are located. Holiday decorations and lights must be removed no later than one month following the holiday.

13. No building, fence, structure or alteration shall be erected on any Lot or common area until plans and specifications have been approved by the Architectural Committee of Edgewood Mountain II Homeowner's Association. The Architectural Committee shall approve only those structures and alterations which harmonize in material, design, size, and elevation with existing or planned building. Regarding landscaping, the following restrictions apply:
 - a. Members must submit written landscape designs for approval from the Architectural Committee for any landscape changes on members' Lots or common areas. Written approval from the Architectural Committee is required before the landscaping is to begin.
 - b. Members must apply in writing and obtain written approval from the Architectural Committee for any significant landscape alterations on any Lot. Significant landscape alterations are defined as any addition or removal of plantings, trees, rocks, or other landscape materials which will alter the view of and from the Lot or adjacent common areas.
 - c. Criteria for Architectural Committee approval of landscape designs or significant landscape alterations will include:
 - (1) Visual effect in general harmony with the design and topography of the surrounding land forms and vegetation.
 - (2) General compatibility of plant choices in terms of viability

- with existing natural plants in the area.
- (3) General acceptability in the Eugene area relative to intrusive or aggressively growing plants found to be a threat to the natural vegetation of the area.
 - (4) Effect upon structural integrity and stability of the land forms and surface of the immediate and surrounding area(s).
- d. Exemptions from the Lot landscape alterations requirements may be granted to residents who wish to remove shrubs which are considered to present fire hazards to trees or structures on a lot. Such exemptions must be requested in writing from the Architectural Committee.
 - e. The Architectural Committee will notify and consult with Lot owners adjacent, including those across a private street or on the same cul de sac, to the Lot on which the modifications are proposed. Adjacent Lot owners must be notified and given a limited time in which to submit a written objection. Such objections will be evaluated by the Architectural Committee before it renders a decision on the proposal.
14. No TV or satellite TV antenna erected on any Lot shall extend more than two feet above the portion of the roof of the dwelling on which it is mounted.
15. When these covenants do not cover a situation, the rules and regulations of the City of Eugene shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two is to be used. The decision of the Board of Directors and Architectural Committee shall govern in determining which rule is the strictest.

ARTICLE XI

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. In validation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended to successive periods of ten (10) years. At any time this Declaration may be amended by vote or agreement of the owners representing at least 75 percent of the total votes which shall be determined pursuant to the voting rights established by Article III, Section 2 provided that no change or rescission shall prejudice or limit any easement or mortgage of record. Any Amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the Members, except additional lands within Sections 2, 3, 10 and 11, T18S R 4WWM, Lane County, Oregon, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.