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FRANKLIN COUNTY RECORDING
 Cover Sheet

Return Address:
FRONTIER TITLE CO.

FORM COMPLETED BY: DIANE PHONE # 783 8828

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s) (or transactions contained therein):

1. PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
- 2.
- 3.

Grantor(s) (Last name first, first name, middle initials):

1. DESERT SUNSET DEVELOPMENT, LLC
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s) (Last name first, first name, middle initials):

1. PUBLIC
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)

LOTS 1-51 CASA DEL SOL, PHASE 6

Additional legal is on page _____ of document.

Auditor's Reference Number(s) Include Year(s) of document(s) assigned or released:

Additional names on page _____ of document.

Assessor's Property Tax Parcel/Account Number

116-410-016 THRU 116-410-066

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Diane Beckmann 9/23/05
 Signature Date

After Recording, Please Mail To:

Desert Sunset Development LLC
10121 SE Sunnyside Rd
Suite 300-G
Clackamas, OR 97015



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Grantor(s): Desert Sunset Development LLC, a Washington corporation
Grantee(s): Lot #1 through Lot #51 of Plat of Casa Del Sol Phase 6

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CASA DEL SOL SUBDIVISION, PHASE 1

This declaration is made and entered into on the date set forth below by Desert Sunset Development LLC, a Washington corporation (hereinafter referred to as the "Declarant"), for purposes of subjecting the following-described platted residential lots to various covenants, conditions and restrictions set forth herein: Lot #1 through Lot #51 of Plat of Casa Del Sol Phase 6, of Assessor's Tax Parcel Number 116-410-016 through 116-410-046

WHEREAS, the above-described recorded Plat and all terms and conditions set forth on the face thereof are hereby incorporated herein by this reference, and

WHEREAS, the residential subdivision development within which the Casa Del Sol lots are located is commonly known as, and hereinafter referred to as, "Casa Del Sol", and

WHEREAS, the Declarant presently owns more than 80% of the Casa Del Sol lots upon which the Declarant is building (or intends to build) homes for ultimate marketing and sale to new homebuyers, and

WHEREAS, the covenants, conditions and restrictions set forth herein are effective for a period of ten (10) years from the date of recording of this Declaration, at which time this Declaration and these covenants, conditions and restrictions shall automatically renew for successive periods of ten (10) years each unless sixty-five percent (75%) of the then-existing owners of Casa Del Sol Lots meet and affirmatively vote within sixty (60) days prior to such time(s) of renewal to amend this Declaration and these covenants, conditions and restrictions, either in whole or in part. These covenants, conditions and restrictions may be amended only by an affirmative vote and approval of seventy-five percent (75%) of the owners of the Casa Del Sol lots.

WHEREAS, it is the intent and purpose of this Declaration and these covenants, conditions and restrictions to ensure that there will be a common-plan, uniform and high-quality of development in regard to structures and improvements upon Casa Del Sol Lots, now and in the future, in order to enhance, protect and preserve the health, safety, welfare, security and value of monetary investment, as well as to promote, enhance and ensure harmony and compatibility among and between Casa Del Sol Lot homeowners, residents, and neighbors.

NOW, THEREFORE, it is hereby declared as follows:

1. **BINDING NATURE** – Any and all instruments of conveyance or transfer of any interest in any Casa Del Sol lot (including, but not limited to, deeds and real estate contracts) shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and the various covenants, conditions and restrictions set forth herein. Any and all leases or occupancy agreements relating to any Casa Del Sol lot, written or oral, shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and the various covenants, conditions and restrictions set forth herein. No private agreement between adjacent lot/property owners shall modify or abrogate any portion of this Declaration and the various covenants, conditions and restrictions set forth herein.

2. **RESIDENTIAL PURPOSE** – All Casa Del Sol lots are “residential lots” and shall be used only for single-family residential purposes. No multi-family housing units, horizontal property regimes, condominiums, or similar types of structures shall be allowed upon any Casa Del Sol Lot. It is the goal and intent that Casa Del Sol be developed into a quality residential development and that, consistent with such goal and intent, that all structures and improvements upon Casa Del Sol lots shall be, both internally and externally, designed, constructed, and maintained in an architecturally and aesthetically pleasing and desirable manner so as to fully promote and achieve such goal and intent.

3. **PERMITTED STRUCTURES** – No structures shall be erected, altered, repaired, placed or permitted to remain upon any Casa Del Sol lot other than one (1) single-family residential dwelling (which shall include an attached patio/deck and an attached private garage of not less than two (2) vehicle capacity), one (1) hot tub and related cabana/gazebo, one (1) unattached small-scale storage shed not to exceed 12’x12’ in size, and lot/yard fencing. The minimum living area of all residences constructed on the Property, exclusive of basements, open or screened porches, shall be not less than one thousand five hundred (1,500) square feet for single story residences; and not less than one thousand nine hundred (1,900) square feet for two story residences Any and all of such structures shall be erected and constructed in strict conformance with applicable building code requirements and restrictions and shall further be erected, constructed, and finished in such a manner as to be architecturally and aesthetically compatible with the primary residential dwelling structure located on the lot.

4. **ARCHITECTURAL CONTROL COMMITTEE** – No structure of any type or nature may be erected, placed, altered, repaired, or permitted to remain upon any lot unless and until the proposed structure’s detailed plans and specifications, exterior color plan, plot plan (including proposed location with respect to topography and finished ground elevation), landscaping plan, and fencing plan showing and detailing the specific type, design, shape, height, location, color, and building materials composition of the proposed structure have been duly submitted to and reviewed and approved by the Casa Del Sol Architectural Control Committee (hereinafter the “ACC”) in writing as being in full and strict compliance with all applicable provisions of this Declaration and in full and complete conformity and harmony as to external design and location relative to the other structures upon Casa Del Sol Lots. The initial ACC shall be comprised of representatives of the Declarant; until such time as the Casa Del Sol Homeowners Association’s board of directors assumes control of the subdivision.

a. **POWER AND PURPOSE.** Without limitation as to the ACC’s general and broad power and authority under this Declaration to influence and control the

design and location of structures and improvements upon Casa Del Sol Lots, the ACC's purpose shall be to ensure that all plans, specifications, setbacks and structure designs are in strict conformance to this Declaration and the covenants, conditions and restrictions contained herein; and that all structures, fencing and landscaping located upon Casa Del Sol lots are designed, located, and constructed in such a manner so as to strictly conform in height and general appearance with other existing structures, fencing and landscaping upon Casa Del Sol lots.

b. APPROVAL/DISAPPROVAL. If the ACC fails to approve or disapprove any plans and specifications submitted to it for review within thirty (30) days after the date of submission, the submitted plans, specifications, and any accompanying documentation directly related thereto shall be deemed to have been approved by the ACC and the provisions of this Paragraph 5 shall be deemed to have been complied with provided that the design, location, and other physical and aesthetic characteristics of the proposed structure (or the proposed work or improvement) must be in harmony with the other existing structures upon Casa Del Sol lots and shall be governed by and subject to all other applicable covenants, conditions and restrictions set forth herein.

c. DISCRETION; NON-LIABILITY. The ACC's approval of duly submitted plans and specifications shall not be unreasonably withheld; however, the ACC shall have the right to reject any proposed plans and specifications that the ACC deems, in its sole and absolute discretion, not to be architecturally or aesthetically suitable or desirable for the planned or existing Casa Del Sol development; provided that the ACC's rejection of any proposed plans and specifications must be based on objective factors and criteria and on reasonable judgment as to the effect the proposed structure or the proposed work or improvement would or may have on the Casa Del Sol development as a whole. The ACC and its members and representatives shall have no personal liability whatsoever for successful judicial challenges to the ACC's decisions regarding submitted plans and specifications, and the sole and exclusive remedy available to a party successfully challenging any ACC decision shall be limited to a judicial order/decreree reversing the ACC's decision and such party shall have no right, claim, remedy, or entitlement whatsoever for damages or reimbursement of any amount or nature, including, without limitation, such party's attorneys' fees.

d. APPROVAL NOT CERTIFICATION. The ACC's approval of proposed plans and specifications shall not in any way be interpreted or deemed as being an endorsement or certification as to the proposed structure's or the proposed work's or improvement's safety, structural integrity, or compliance with applicable laws, regulations or building codes. The party submitting the plans and specifications to the ACC shall bear all responsibility to ensure such safety, structural integrity, and compliance, and the ACC and its members and representatives shall have no liability whatsoever for any failure or lack of safety, structural integrity, or compliance.

e. REPLACEMENT/REMOVAL. The members of the initial ACC shall each serve in such capacity for a two (2) year term. The initial ACC made up of Casa Del Sol homeowners shall be formed when Casa Del Sol lot owners meet, nominate, and

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elect (by majority vote) three (3) Casa Del Sol lot owners to serve as the members of the ACC for a two (2) year term. Any interim vacancy in the AAC as a result of the death or resignation of an ACC member may be filled for the balance of such member's remaining service term via action of the Casa Del Sol Homeowners Association's board of directors to name and appoint a replacement Casa Del Sol lot owner to fill the vacated position. Any member of the ACC may be removed and replaced at any time prior to the expiration of his/her two (2) year term of service via majority vote of Casa Del Sol Lot owners.

f. NO COMPENSATION. The ACC's members shall not be entitled to request or receive any compensation for ACC-related services performed pursuant to this Declaration.

g. NON-WAIVER. The ACC's approval of any proposed plan or matter submitted to it shall not in any way be deemed to constitute a waiver, abandonment, or binding precedent that would limit or preclude the ACC's right and ability to subsequently withhold its approval of similar proposed plans or similar proposed matters submitted to it.

h. RULES/REGULATIONS. The ACC shall have the discretion, power, and authority to enact, promulgate, implement, and enforce any rules or regulations that the ACC, in its sole and absolute discretion, may deem necessary or appropriate from time-to-time to effectively and efficiently carry out and effectuate its purpose and duties under this Declaration.

i. DEVELOPER EXEMPTION. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall be exempt from the provisions of this Section 4 in its entirety and shall not be required to seek or obtain ACC approval of any structure, improvement, fencing, or landscaping constructed/placed (or caused to be constructed/placed) by the Declarant on any Casa Del Sol Lot.

j. PRE-EXISTING STRUCTURES. Notwithstanding, anything contained in this Declaration to the contrary, any and all structures, improvements, fencing, and landscaping existing on any Casa Del Sol Lot as of the date of recording of this Declaration shall be deemed "grandfathered in" as of such date for purposes of the specific lot upon which the structure, improvement, fencing, or landscaping exists and, therefore, is not subject to the ACC approval requirements, provided that, any and all such existing structures, improvements, fencing, and landscaping must otherwise comply with and conform to all applicable laws, regulations and building codes; and provided further that, the future repair, replacement, remodel, or modification of or to any such existing structures, improvement, fencing, or landscaping shall be undertaken and made in compliance with the ACC approval requirements contained and the other provisions in this Declaration. The existence of any pre-existing ("grandfathered in") structure, improvement, fencing, or landscaping shall not in any way be deemed to effect or constitute a waiver/abandonment of any provision of this Declaration, nor shall it effect a binding precedent.

5. LEGAL COMPLIANCE –Without limiting other applicable provisions of this Declaration, all structures and improvements upon Casa Del Sol lots shall be designed, located, and placed on the lot in such a manner that strictly conforms to and complies with all applicable

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planning and building codes and otherwise applicable setback requirements. Further, all structures and improvements upon Casa Del Sol Lots shall be designed, located, and placed on the lot in such a manner so as not to encroach upon any recorded or otherwise known or apparent easement area.

6. **NO NUISANCES** – No noxious or injurious activity shall be conducted upon any Casa Del Sol lot, nor shall any type of activity be conducted upon any lot that is or may become an annoyance or nuisance to other lot owners/occupants.

7. **GARBAGE/WASTE** – No Casa Del Sol lot shall be used or maintained as a dumping ground for garbage, waste, or unwanted materials of any kind or nature including, without limitation, building materials, lawn or yard clippings and rocks. Trash, garbage and other waste items shall not be kept or accumulated on any Casa Del Sol lot except in sanitary containers that are shielded from view from any street or by other lot owners/occupants via appropriate fencing/screening that has been approved by the ACC.

8. **UNSIGHTLY ITEMS** – No unused or inoperable vehicles, “junkyard” type materials (e.g., equipment, machinery, automobiles in disrepair, and automobile parts), or any other types of unsightly or offensive items shall be accumulated or allowed to remain upon any Casa Del Sol lot.

9. **VEHICLE PARKING** – No vehicles of any type, nor utility or recreational vehicles of any type (including, without limitation, boats, campers, motor-homes, trailers, snowmobiles and personal watercraft), whether operable or not and whether regularly driven/used or not, shall be parked, stored, or otherwise maintained for any length of time on any street, thoroughfare or cul-de-sac within Casa Del Sol. Violations of this paragraph shall subject such vehicles to public impound, at the full risk and expense of the vehicle owner(s). Vehicles owned by the Declarant (or any of its employees, agents, contractors, or suppliers) shall be exempt from the provisions of this paragraph during the period that the Declarant is constructing homes within Casa Del Sol.

10. **COMMERCIAL VEHICLES** – No commercial vehicles of any type, whether operable or not and whether regularly driven/used or not, shall be parked or stored on any Casa Del Sol lot. For purposes of this paragraph, commercial vehicles shall not include passenger cars or standard-size vans and pickup trucks used for both business and personal use, provided that any commercial-related signs, logos, or other markings thereon shall be unobtrusive and unobjectionable. Commercial vehicles owned by the Declarant (or any of its employees, agents, contractors, or suppliers) shall be exempt from the provisions of this paragraph during the period that the Declarant is constructing homes within Casa Del Sol.

11. **LIGHTING** – Except for any street or common area lights installed by the Declarant in its discretion, no spotlights, floodlights, or other type of high-intensity exterior lighting shall be placed or utilized on any Casa Del Sol Lot that in any way causes light to be directed or reflected toward any other lot.

12. **MINERALS** – No oil or natural gas exploration/drilling, refining operations, or similar or related activities of any type shall be conducted on any Casa Del Sol lot; nor shall any type of quarrying or mining-related operations or activities be conducted on any lot.

13. **SIGNAGE** – No signs of any type or nature shall be erected, placed, or otherwise maintained or displayed on any Casa Del Sol lot; provided that, one (1) unlighted “for sale”/“for rent” sign may be temporarily placed and displayed on a lot provided that the sign does not exceed five (5) square feet in size; and provided further that, the Declarant and Builders reserves the right to erect, place and display signs of any size or nature on Declarant and Builder-

owned lots or common areas within Casa Del Sol incidental to the Declarant's and Builders promotion and sales of lots (and houses constructed by the Declarant or Builders thereon).

14. **DECLARANT ACTIVITIES** – The Declarant and Builders shall be entitled to maintain such facilities within Casa Del Sol as in the Declarant's and Builders sole opinion may be reasonably required, convenient or incidental to the Declarant's and Builders construction, promotion and sale of Casa Del Sol Lot (and houses constructed by the Declarant and Builders thereon), including, without limitation, a business office, storage areas, model units, sales office, construction office and parking areas for prospective purchasers and construction-related personnel (including on-street parking until such time as construction and sales have been completed).

15. **PROHIBITED STRUCTURES/USES** – Without limiting other applicable provisions of this Declaration, no recreational vehicle of any type (including, without limitation, motor-homes, trailers and campers), mobile home/manufactured home of any type (whether building code-approved or not), factory assembled structure of any type (whether building code-approved or not), modular home of any type (whether building code-approved or not), basement, tent, shack, garage, barn or any other type of structure or outbuilding of a temporary character shall ever be used as a temporary or permanent residence on any Casa Del Sol lot.

16. **COMPLETION PERIOD** – All structures and improvements erected or placed upon a Casa Del Sol lot shall be of new construction and shall be fully completed as to external appearance (including, without limitation, finished painting and roofing) within six (6) months from the date of the commencement of construction or improvement work.

17. **LANDSCAPING** – All Casa Del Sol lots shall be appropriately and attractively landscaped. An initial landscaping plan (and any and all subsequent alterations or modifications thereto) shall be submitted to the ACC for review and approval pursuant to the provisions and process set forth in Paragraph 5 above. All ACC-approved landscaping shall be fully completed within three (3) months from the date of ACC approval. All landscaping shall be continuously maintained in a neat and attractive manner.

18. **ANIMALS/PETS** – No animals of any kind shall be raised, bred or kept upon any Casa Del Sol lot. However, dogs, cats or other types of commonly kept domestic household pets are permitted provided that such pets are not kept, bred or maintained for any commercial purposes and provided that the aggregate total of such pets shall not exceed three (3) pets per household (except that such maximum per household total may be temporarily exceeded in the event a household pet gives birth for a period of up to sixty (60) days from the date of birth). No permitted household pets shall be allowed to relieve themselves on, or wander or freely roam onto, other lots, common areas, or streets; and the owner of such pets shall take appropriate steps to ensure that such pets do not create objectionable or annoying noise (e.g., excessive barking) and shall be personally responsible for any injury, loss or damage caused by such pets to persons or property.

19. **FENCING** – All fences to be 6' white vinyl to match existing installed by Declarant on lot 16 of phase 6. Detailed plans showing the height and location of any proposed fencing on a Casa Del Sol Lot shall be submitted to the ACC for review and approval prior to any fencing (including, without limitation, yard fencing, border fencing, and dog run/kennel fencing) being erected, replaced, repaired or altered on any lot. For purposes of this paragraph, plants, trees, hedges, and similar types of vegetation shall be considered as "fencing" or "fences" when planted and located in such a manner on a lot as to effectively constitute a concentrated mass planting. For



further purposes of this paragraph, gates or movable access panels shall be considered as "fencing" or "fences."

a. **HEIGHT.** In general, except as provided otherwise below, and without limiting the power and discretion of the ACC to reject any proposed fencing plan, no fence on any Casa Del Sol Lot shall exceed six (6) feet in height. Provided that, in the event that applicable governmental regulations and/or other provisions contained in this Declaration specifically require a particular fence to be of a different height, then such regulations and/or other provisions shall take precedence and control.

b. **COMPLETION.** Upon the ACC approving a particular fencing plan submitted to it for review, the fencing contemplated by such plan shall be constructed and completed within three (3) months from the date of plan approval.

c. **MAINTENANCE/REPAIR.** All fences shall be continuously maintained in good condition and repair. In the event any fencing is fully or partially damaged by any cause, the damaged fencing shall be fully repaired/replaced to its original condition within two (2) months from the date of damage.

d. **SETBACK.** No fence shall be erected or placed on any Casa Del Sol lot closer to any street or cul-de-sac than the applicable building setback line.

e. **LIMITED ACCESS.** For purposes of erecting, repairing or maintaining any fence located upon and along the dividing line between adjacent Casa Del Sol Lots, a perpetual, limited and non-exclusive easement of five (5) feet in width on each side of such dividing line is hereby created to provide the adjacent lot owners on either side of the dividing line limited access to the other adjacent lot for such purposes.

20. **EASEMENTS** – Any easements shown on the face of the above-referenced Plat of Casa Del Sol Phase I shall be strictly observed. No structure of any type shall be constructed or located on a Casa Del Sol Lot, nor shall any materials (e.g., wood, bricks, concrete blocks, etc.) be stacked or otherwise allowed to accumulate on any lot, so as to encroach upon any designated easement area. Provided that, however, fencing and/or landscaping may be erected or placed upon an easement area, provided that any lot owner electing to do so shall assume the risk that such fencing and/or landscaping may need to be promptly removed and replaced (at the lot owner's sole responsibility, cost and expense) in the event the easement area needs to be accessed and utilized for the purpose(s) that the easement was created and exists for (e.g., installation and/or maintenance of utilities).

21. **VEGETATION** – All trees, vines, shrubs, hedges or similar type of vegetation shall not be allowed to grow and mature so as to encroach upon, or unreasonably block or impair the view of, any surrounding lot. Further, all lot owners shall take affirmative action to prevent the growth and/or facilitate the prompt removal of all varieties of noxious weeds.

22. **DRIVEWAYS** – Any and all private driveway and parking area upon a Casa Del Sol lot shall be of a concrete, or asphaltic concrete pavement (black top) surface.

23. **BUSINESS ACTIVITY** – No trade, craft, business, profession, commercial or manufacturing enterprise or commercial or business activity of any kind or nature shall be conducted or carried upon any Casa Del Sol lot. This restriction shall not prevent a small-scale,

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"home-office" type of business activity utilizing computer and/or telecommunication technology to be carried on within the confines of a residential structure provided that such activity is conducted in a manner that does not negatively detract from the residential nature of such structure; is conducted in a manner that does not generate any customer or clientele traffic; and is conducted in a manner that does not expand to or involve any other area, structure or outbuilding upon the lot.

24. **COMMUNICATION DEVICES** – No radio antennas, television antennas, satellite dishes, or similar communication devices of any type shall extend more than three (3) feet above the roofline of any structure without the prior written approval of the ACC. Notwithstanding the above, no citizens band radio towers/antennas, ham radio towers/antennas, or any similar type of communication towers/antennas shall ever be allowed on any Casa Del Sol lot.

25. **UNLAWFUL ACTIVITY** – No Casa Del Sol lot owner shall carry on any type of activity on his/her lot that is in derogation or violation of any law.

26. **HOMEOWNERS ASSOCIATION FORMATION** – The Declarant hereby declares the formation of an owner's association (the "Association") upon the sale and closing of all lots owned by the Declarant, or at such earlier time as determined by the Declarant, the Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Each Casa Del Sol lot owner, by virtue of such ownership, shall automatically be a member of a homeowners association upon the formation of ("the Association") The general membership of the association shall meet within (ninety) 90 days after last lot sold and closed, or notified by Declarant and, at that time, shall elect a president, vice president, secretary, treasurer, and Architectural Control Committee from among the general membership and to follow items provided below for purposes of representing all Casa Del Sol lot owners.

a. **NAME.** The name of the homeowners association shall be "Casa Del Sol Phase VI Homeowners Association," or such other similar and available name as the Declarant, in its discretion, may choose (hereinafter the "Association"). The Association shall be incorporated pursuant to the non-profit provisions of RCW Chapter 24.03, as now or hereafter amended, and shall also be subject to any applicable provisions of RCW Chapter 64.38, as now or hereafter amended.

b. **ARTICLES & BYLAWS.** The Association shall have articles of incorporation and bylaws as initially established by the Declarant in its discretion, provided that the Declarant shall have no liability whatsoever to any party associated with or arising out of the exercise of such discretion. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in its articles of incorporation, bylaws, and this Declaration. Neither the articles of incorporation nor the bylaws shall, for any reason, ever be amended or otherwise changed, modified, or interpreted so as to be inconsistent with this Declaration.

c. **MEMBERSHIP.** Each and every Casa Del Sol Lot owner, by virtue of such ownership and for so long as such ownership is maintained, shall be a member of the Association, and no lot owner shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Membership in the Association shall not be assignable or transferable, except to a successor-in-interest of a lot owner's fee interest in a lot, and all memberships in the Association shall be directly appurtenant to the lot owned by such lot owner. Membership in the Association shall not be transferred, pledged or otherwise alienated in any way

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except upon and directly incidental to the transfer of fee title to a lot. Any attempt to make a prohibited membership transfer shall be null and void, and shall not be reflected on the books or records of the Association.

d. **VOTING.** Each Casa Del Sol Lot owner shall be entitled to one (1) vote in Association affairs. Each vote allocable to a Casa Del Sol Lot shall be cast as a single vote and may not be fractionally divided. In the event of co-ownership (e.g., by husband and wife, tenants-in-common, joint tenants, etc.) of any lot, those owners together shall comprise only one (1) aggregated vote. The term "owner" shall mean the owner of the fee interest (or, in the case of a real estate contract, it shall mean the contract vendee/purchaser) as reflected in the records of the Franklin County Auditor. The term "owner" shall not include the interests of tenants or licensee-occupants of a lot, nor shall the term include the interests of any party merely possessing an interest in the property to secure the performance of some obligation (e.g., mortgagee, beneficiary, lien-holder, etc.). A lot owner's voting rights in Association affairs may be suspended by the Association during any period of time that said owner fails to timely or fully pay any duly levied or imposed assessment or charge against the owner's lot.

e. **BOARD.** The affairs of the Association shall be conducted by a board of directors and such officers as the board may elect or appoint in accordance with the articles of incorporation and/or bylaws, as the same may be amended from time-to-time. The initial board is the Declarant and shall hold office until the Association is formed at which time a new board shall be elected in accordance with the provisions set forth in the Association's articles and/or bylaws.

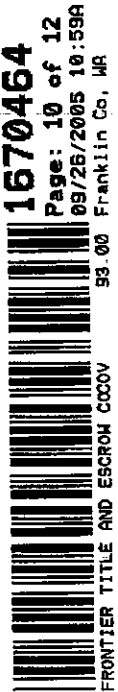
f. **POWER/AUTHORITY.** The Association's powers shall be exercised by and through its board of directors. Without any limitation to the broad powers generally provided to corporate board of directors by law and any other powers expressly or implicitly provided to the board under the terms of this Declaration to pursue and do all things reasonably necessary to fulfill its duties and effectuate the purposes and intent of this Declaration, the board shall have the following powers:

(1) To levy, collect, and enforce assessments, dues, charges, and penalties against Casa Del Sol Lots (provided that no assessments, dues, or charges shall be levied, collected, or enforced against any Casa Del Sol Lot until January 1, 2007);

(2) To provide or contract for the provision of any services to the Association and its members as the board deems to be beneficial and/or necessary including, without limitation, the provision of any labor or services relating to the Association's ownership, maintenance, and use of any Association-owned property;

(3) To pursue legal action to enforce this Declaration and these covenants, conditions and restrictions, and to seek the enjoining of any violation thereof;

(4) To execute and record duly authorized amendments to this Declaration and the various covenants, conditions and restrictions set forth herein;



(5) To adopt, promulgate, and enforce reasonable rules and regulations governing matters of mutual concern to the Association's members (including, without limitation, rules and regulations governing the use of Association-owned property), provided that such rules and regulations are consistent with this Declaration and the Association's articles and bylaws, and provided further that such rules and regulations treat all members fairly and in a non-discriminatory manner; and

(6) To contract and pay for any materials, supplies, labor, or professional services that the board deems reasonably necessary or appropriate for carrying out its powers and duties including, without limitation, legal and accounting services.

g. **ASSESSMENTS/DUES.** Each monetary assessment or other charge levied or imposed by the Association, together with interest thereon at the rate of 12% per annum, shall be a separate, distinct, personal, and joint and several debt and obligation of the Casa Del Sol lot owner(s) against whom the assessment or charge is levied or imposed and from whom the monetary amounts are due. In the event that any lot owner fails or refuses to pay any such assessment or charge within thirty (30) days of the date such assessment or charge becomes due, the amount(s) owing (together with accrued interest thereon at 12% per annum and any attorneys' fees and costs incurred in any collection or enforcement action) shall be automatically deemed as being a valid, enforceable and continuing priority lien against the lot(s) owned by such non-paying owner. Such lien may be perfected and made of record by the Association preparing and recording a sworn claim of lien with the Franklin County Auditor that legally describes the non-paying owner's lot(s) and that sets forth the monetary amount of the lien and the basis for the lien. Such recorded lien may be thereafter foreclosed and enforced by a civil action in Franklin County Superior Court. The court shall have the power to order the sale of the non-paying owner's lot(s). In any action brought to foreclose a lien, the non-paying lot owner shall be joined as a party to such action. The interest in the lot(s) of any other person/entity who, prior to the commencement of the action, has a recorded interest in the lot(s), or any part thereof, shall not be foreclosed or affected unless they are also joined as a party to the action. To the fullest extent allowed by law, each lot owner shall be deemed to have fully waived any homestead or similar exemption rights in effect at the time of any such foreclosure action.

h. **ASSESSMENT EXEMPTION.** No Casa Del Sol Lot owned by the Declarant (or by any joint business venture involving the Declarant) shall be subject to any assessment or other type of charge levied, imposed, or authorized by this Declaration or the Association until such time as the Declarant closes on the sale of such lot(s), at which time such lot(s) shall thereafter be prospectively subject to such assessments and charges to the same extent as other non-Declarant owned Casa Del Sol Lots.

27. **ENFORCEMENT** – In the event that any Casa Del Sol lot owner violates any of the covenants, conditions and restrictions contained herein, the Association and/or any other Casa Del Sol lot owner may file and pursue legal action, at law or in equity, against the person(s) who is/are in violation of, or who is/are attempting to violate, any of said covenants, conditions and restrictions for purposes of enjoining such person(s) from such violation and/or to recover damages from such person(s) resulting from such violation together with reasonable attorneys' fees and

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costs incurred in any such legal action. The failure of or delay by the Association or other Casa Del Sol lot owner to file and pursue any such legal action shall not be deemed a waiver and/or abandonment of the right to do so at any time thereafter. The Declarant, in its capacity as such, shall have the right (but not the obligation) to take action to enforce these covenants, conditions and restrictions and/or to seek the enjoining of any violations thereof.

28. SEVERABILITY – The invalidation of any one (1) or more of these covenants, conditions and restrictions (or any portion thereof) by court judgment, decree, order, or otherwise shall not affect or impair the validity or enforceability of any of the other covenants, conditions and restrictions contained herein, which shall all remain valid and in full force and effect.

29. ASSIGNMENT – All rights and authority granted or reserved to the Declarant under this Declaration shall be fully transferable and assignable by the Declarant to any third-party of the Declarant's choice.

30. CAPTIONS/CONSTRUCTION – The captions in this Declaration are included merely for purposes of convenience and ease of reference, and are not to be considered in the interpretation or construction of its terms and provisions.

IN WITNESS WHEREOF, the above-named and undersigned Declarant has caused this Declaration to be executed this 21ST day of September, 2005.

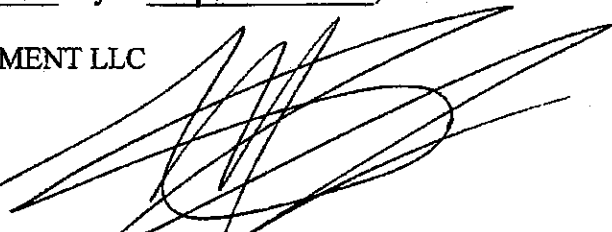
DESERT SUNSET DEVELOPMENT LLC

By: Steven Jossi, President

STATE OF Oregon)

) : ss

County of _____)



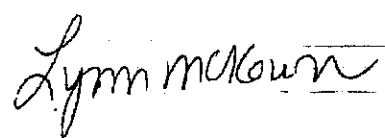
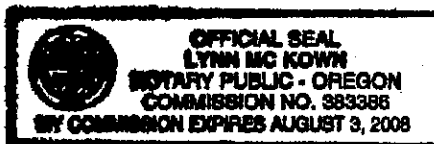
On this day personally appeared before me, STEVEN JOSSI, to me known to be the individual described in and who executed the foregoing instrument as President of, and on behalf of, DESERT SUNSET DEVELOPMENT LLC; and who acknowledged that he signed the same as the authorized, free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and seal this 21 day of September, 2005.

Print Name: Lynn McKown

NOTARY PUBLIC in and for the state of Oregon, residing at Clackamas.

My commission expires:



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