

13.3 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the land ~~for a term of thirty-five (35) years from the date of these covenants, conditions, and restrictions being recorded, after which time such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least seventy-five percent (75%) of the voting power of the Association, which is recorded in the deed records of Marion County in perpetuity.~~

13.4 Amendment and Repeal.

13.4.1 This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the Owners holding not less than seventy-five percent (75%) of the voting power of the Association.

13.4.2 Any such amendment or repeal shall become effective only upon recordation in the deed records of Marion County of a certificate of the President or Secretary of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in the manner required by this Declaration.

13.4.3 In no event shall an amendment under this Section create, limit or diminish special Declarant rights without Declarant's written consent, or change the boundaries of any Lot or any uses to which any Lot is restricted unless the Owners of the affected Lots unanimously consent to the amendment.

13.5 Regulatory Amendments. Notwithstanding the provisions of Section 13.4, until the turnover meeting described in Section 6.7.3, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veteran's Administration, the Farmer's Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon which insures, guarantees or provided financing for a planned community or lots in a planned community.

13.6 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be mailed postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the Lot owned by such person if no address given by such person to the Association for the purpose of service of such notice. Such notice address may be changed from time to time by notice in writing to the Association.