

**NOTICE
REGARDING
CERTAIN DISCRIMINATORY RESTRICTIONS, IF APPLICABLE**

Omitted from the attached document is any covenant or restriction that is based upon, but not necessarily limited to, race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal law, except to the extent that such covenant or restriction is permitted by applicable law.

Oregon Version 20150707

Mail Tax Statements To:

No Change

After Recording Return To:

✓ Kris Jon Gorsuch
P.O. Box 470
Salem, OR 97308-0470

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF GOLF CLUB ESTATES AT CREEKSIDE, PHASE 12 P.U.D.**

THIS DECLARATION is made on this 16 day of NOVEMBER, 2007, by HAWAII NORTHWEST VENTURES LIMITED PARTNERSHIP, an Oregon limited partnership, hereinafter called "**Declarant.**"

RECITALS:

A. Declarant is the owner of the real property described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (herein "**Phase 12**") and shown on **Exhibit B**, which is attached hereto and by this reference made a part hereof.

B. The Declarant received approval for Phase 12 of the Golf Club Estates at Creekside PUD from the City of Salem in Planned Unit Development (PUD) Case No. 03-1 as amended by City of Salem Planned Unit Development Review Committee decision dated October 13, 2006, for PUD 03-1 Amended.

C. The Declaration of Covenants, Conditions, and Restrictions of Golf Club Estates at Creekside ("CC&Rs" or "Declaration") was recorded at Reel 982, Page 273, in the Marion County Records on August 26, 1992. The Declaration was modified by document recorded at Reel 1144, Page 300, in the Marion County Records, on February 17, 1994, and a Second Modification of the Declaration was recorded at Reel 1163, Page 784, in the Marion County Records, on May 6, 1994. A Declaration of Special Covenant was recorded at Reel 1227, Page 616, Marion County Records, on March 22, 1995.

D. The recitals to the CC&Rs provide: "Now, therefore, the Declarant declares that each parcel of real property which is situated within the community, as and when it is platted as a part of Golf Club Estates at Creekside, shall thereafter be sold, conveyed, developed, owned, occupied and used subject to the provisions of this Declaration* * *."

E. Article III, Section 1 of the CC&Rs recognized that Declarant intended to develop and plat the "community" in several phases and as each phase was developed that Declarant would record a plat of that phase.

F. Article III, Section 4 of the CC&Rs, states that as each phase of the "community" is platted, that the plat shall depict the tracts which will or may be transferred to the Association as common property. The plat of Phase 12 complies with said provision by identifying a tract of common property as an "open space," which shall hereafter be deemed common property.

G. Article IX of the CC&Rs sets forth the organization and adoption of the Golf Club Estates at Creekside Homeowners' Association, Inc., an Oregon non-profit corporation.

H. Article X of the CC&Rs states that all owners of property within the "community" are members of the Homeowners' Association.

I. The Bylaws of the Creekside Estates Homeowners Association, an Oregon non-profit corporation, were placed of record on August 26, 1992, with the County Clerk of Marion County, Oregon, at Reel 982, Page 272. Membership in the Association is appurtenant to and may not be separated from ownership of a lot subject to the CC&Rs.

J. Declarant wishes to ensure that Phase 12, as duly platted with the County Clerk of Marion County, Oregon, is developed in conformance with the purposes set forth in the CC&Rs. To accomplish the foregoing ends, the Declarant desires to submit Phase 12 to the full force and effect of the CC&Rs. Declarant also wishes to ensure that owners of Phase 12 lots are members of the Creekside Estates Homeowners Association, Inc.

K. The Declarant wishes to subject the real property described on **Exhibit A** to additional covenants.

NOW, THEREFORE:

1. The Declarant declares that the real property described on **Exhibit A** when platted as part of Golf Club Estates at Creekside, shall thereafter be sold, conveyed, developed, owned, occupied, and used subject to the provisions of the CC&Rs and the modifications and special covenant as set forth in Paragraph C of the Recitals, above. The terms and conditions of those documents are adopted herein as if set forth in full.

2. No lot created within the property described on **Exhibit A** shall be permitted to Bancroft or incrementally finance any systems development improvement charge (SDCI) imposed by the City of Salem.

3. Each owner of a Phase 12 lot shall be a mandatory member of the Creekside Estates Homeowners Association, Inc., an Oregon non-profit corporation, and shall be subject to the Bylaws of the Creekside Estates Homeowners Association, Inc.

4. Supplementing Section 2 of Article IV of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 2: Committee Approval Required. No building, fence, wall, patio, deck or other structure or improvements shall be commenced, directed or maintained upon the property nor shall any exterior addition to or change or alteration therein be made nor shall any landscaping of any portion of the property be commenced or maintained until the plans and specifications have been submitted to and approved in writing by the Architectural Committee pursuant to the procedures outlined in the architectural manual of Golf Course Estates at Creekside. An owner applying for approval of engineered plans for a retaining wall pursuant to Article VI, Section 18 of the CC&Rs, shall also submit such engineered plans to the Declarant. The Declarant shall have thirty (30) days to approve or deny

approval of said engineered plans and to advise the owner and the Architectural Committee in writing. The expert's cost estimated to be incurred by Declarant in the review of such plans shall be paid in advance by owner at the time of submitting the plans. The Owner shall receive a refund of any overpayment or be liable to Declarant for payment of any deficiency in the actual costs incurred by Declarant in the review of such plans."

5. Supplementing Section 1 of Article V of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Agricultural production, timber tracts, nurseries, and the keeping of non-domestic animals is prohibited."

6. Section 2(G) of Article V of the CC&Rs is deleted in its entirety for Phase 12. Supplementing Section 2(G) of Article V of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"G. A garage with not less than two or more than three single vehicle openings shall be constructed in connection with each living unit, except apartments. One of the openings within each such garage may be designed for storage of a recreational vehicle, subject to the general design approval authority of the Architectural Committee under Article IV of the CC&Rs. Each garage must be fitted with doors covering the entrance to each vehicle opening therein, and the garage doors must be kept closed at all times except when the owner or occupant is moving a vehicle or other property into or out of a garage. A double door may cover two single vehicle openings. It is intended that all motor vehicles shall be parked inside the Owners garage, or covered parking areas in the case of an apartment, except when the vehicle is being prepared for immediate transit. Motor vehicles shall not be left parked in driveways or on the street for extended times. Motor vehicles belonging to guests or invitees of an Owner may be parked in the Owners driveway, or on the side of the street within 500 feet of the Owner's lot, for periods less than seven (7) consecutive days.

Permanent basketball hoops and courts and other sports courts are prohibited. Temporary moveable basketball hoops may be temporarily used in the driveway of a residence, but shall be removed to the garage when play is completed."

7. The last sentence of Section 16 of Article V is revised to read:

"With the exception of the golf course, Lot 511 of Phase 12, and any other portion of the property described in **Exhibit A** to the CC&Rs which is not a part of the residential development, no lot may be partitioned or subdivided. In the event the Owner of Lot 511 seeks to subdivide or partition 511, the remaining Owners in Phase 12 shall be restricted from opposing or in any way funding opposition to such subdivision or partition."

8. The following section is added to Article V of the CC&Rs:

"Section 11: Poles, Antennas, Etc. No exterior mounted television or radio antenna shall be installed or maintained and no satellite dish shall be installed or maintained more than one (1) meter off of the roof a living unit."

"Section 18: Retaining Walls. No retaining wall, or combination of walls, in excess of eighteen (18) inches total height above natural grade shall be built within ten (10) feet of any property line without prior written approval by the Architectural Committee and Declarant after review of owner's engineered plans and specifications for said proposed wall. A retaining wall is defined as any wall retaining or restraining earth, fill, structures, pavement or landscaping materials."

9. Supplementing Section 1 of Article VI of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 1: Streets. Houck Street and Lightning Bay Avenue are private streets and shall be maintained by the Homeowners Association per the CC&R's referred to in Paragraph C above. The CC&R's provide for perpetual maintenance and operation of the private streets. The Homeowners Association has the power to levy and assess all necessary costs for maintenance and operation of the private streets. All lots with double frontage shall take access off the interior local street."

10. Supplementing Article VI of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 6: Security Gate. Declarant may construct and install a gate on Houck Street (the "Gate"). The Gate shall be common property that the Association shall accept along with the conveyance of Houck Street. The Association shall thereafter be responsible for operating and maintaining the Gate in good repair and in attractive appearance at the Association's expense. Prior to the conveyance, the Declarant shall maintain the Gate at Declarant's expense. After conveyance of the Gate to the Association, the Gate cannot be mortgaged, conveyed, or removed without 4/5 approval of each class of members for Lots 489 through 508 of Phase 12, voting in person or by proxy at a meeting duly called for this purpose."

11. Supplementing Section 1 of Article XI of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 1: Creation of the Lien and Personal Obligation of Assessments and Fines. The Declarant hereby covenants, and each Owner of any living unit or lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the association (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided, and (3) fines imposed by the Board for violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

All such assessments and fines, together with interest thereon and together with attorneys' fees and costs of collection thereof as hereinafter provided, shall be a continuing lien upon the living unit or lot against which each such assessment or fine was made. Each such assessment and fine, together with interest thereon, attorneys' fees and collection costs thereof, shall also be the personal obligation of the person who is the Owner of such living unit or lot at the time when the assessment or fine fell due as well as a lien on such Owner's respective living unit or lot. The personal obligation for delinquent assessments

or fine shall not pass to an Owner's successors in title unless expressly assumed by them, but the lien of the assessment or fine shall run with the lot or living unit."

12. Section 6 of Article XI of the CC&Rs is deleted in its entirety.

13. The first sentence of Section 7 of Article XI is revised to read:

"Section 7: Uniform Rates of Assessment. Except as provided in Section 5, 10, and 11, both annual and special assessments must be fixed at one uniform rate for all living units and all lots upon which the construction of improvements has been commenced as of the date the assessment is levied, and at a second uniform rate (which shall be one-half of the first uniform rate) for all lots on which no construction of improvements has been commenced as of said date; provided, however, that at such time as one or more living units on a lot are assessed, the lot shall no longer be assessed."

14. Supplementing Article XI of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 11: Special Gate Assessment. The Association may levy a special assessment against the Lots 489 through 508 of Phase 12 for the maintenance, repair, replacement, and other operational costs associated with the Gate. The special assessment shall be levied pursuant to the procedures outlined in Article XI, Section 5 of the CC&Rs."

15. Supplementing Section 4 of Article XII of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 4: Interest; Late Charges; Fines. Interest shall accrue on any assessment or fine, or a portion thereof not paid when due, at the rate of twelve percent (12%) per annum until paid. The Board may, if it deems appropriate, impose charges for late payments of assessments and fines. After giving notice and an opportunity to be heard, the Board may levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. The fines may be levied on a per diem such that the fine accrues on a daily basis until the violation is cured and the fine is paid."

16. Supplementing Section 7 of Article XII of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 7: Action to Obtain or Recover a Money Judgment. The Board may bring an action to obtain a money judgment against an occupant or Owner for damages for the occupant's or Owner's breach or noncompliance with the provisions of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto. The Board may bring an action to obtain a money judgment for unpaid assessments and fines against the Owner personally obligated to pay the same. The action to recover a money judgment for unpaid assessments or fines may be maintained without foreclosing or waiving the liens securing the same."

17. Supplementing Section 8 of Article XII of the CC&Rs, the following Covenant, Condition and Restriction is adopted for Phase 12:

"Section 8: Collection Costs; Attorneys' Fees. Owners who fail to pay assessments or fines when due shall be obligated to pay reasonable fees and costs including, but not limited to, attorneys' fees, incurred in connection with the Board's efforts to collect the delinquent or unpaid assessments or fines, whether or not any suit or action is commenced. In the event the Board commences suit or action for the collection of any amounts due or to seek damages, or the Board or the Declarant commences a suit or action for enforcement of any provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the defendants, jointly and severally, will be liable for the costs of such suit or action, including reasonable attorneys' fees and experts expenses to be fixed by the court or courts, both at trial and on appeal, in addition to all other sums and obligations."

16. Except as supplemented herein, the CC&Rs, modifications and additional declarations described in Recital C, above, shall remain in full force and effect against Phase 12.

OWNER:

HAWAII NORTHWEST VENTURES LIMITED PARTNERSHIP

**BY: MOUNTAIN WEST INVESTMENT
CORPORATION, GENERAL PARTNER**

By: LE Tokarski
Lawrence E. Tokarski, President

State of Oregon)
) ss.
County of Marion)

On November 16, 2007, personally appeared Mountain West Investment Corporation by and through Lawrence Tokarski, its President, authorized to sign as General Partner on behalf of Hawaii Northwest Ventures Limited Partnership, an Oregon limited partnership, who being duly sworn, did acknowledge the foregoing instrument to be its voluntary act and deed.

Before me:



Bonnie Washburn
Notary Public for Oregon
My Commission Expires: 1/28/09

EXHIBIT A

Legal Description for Phase 12

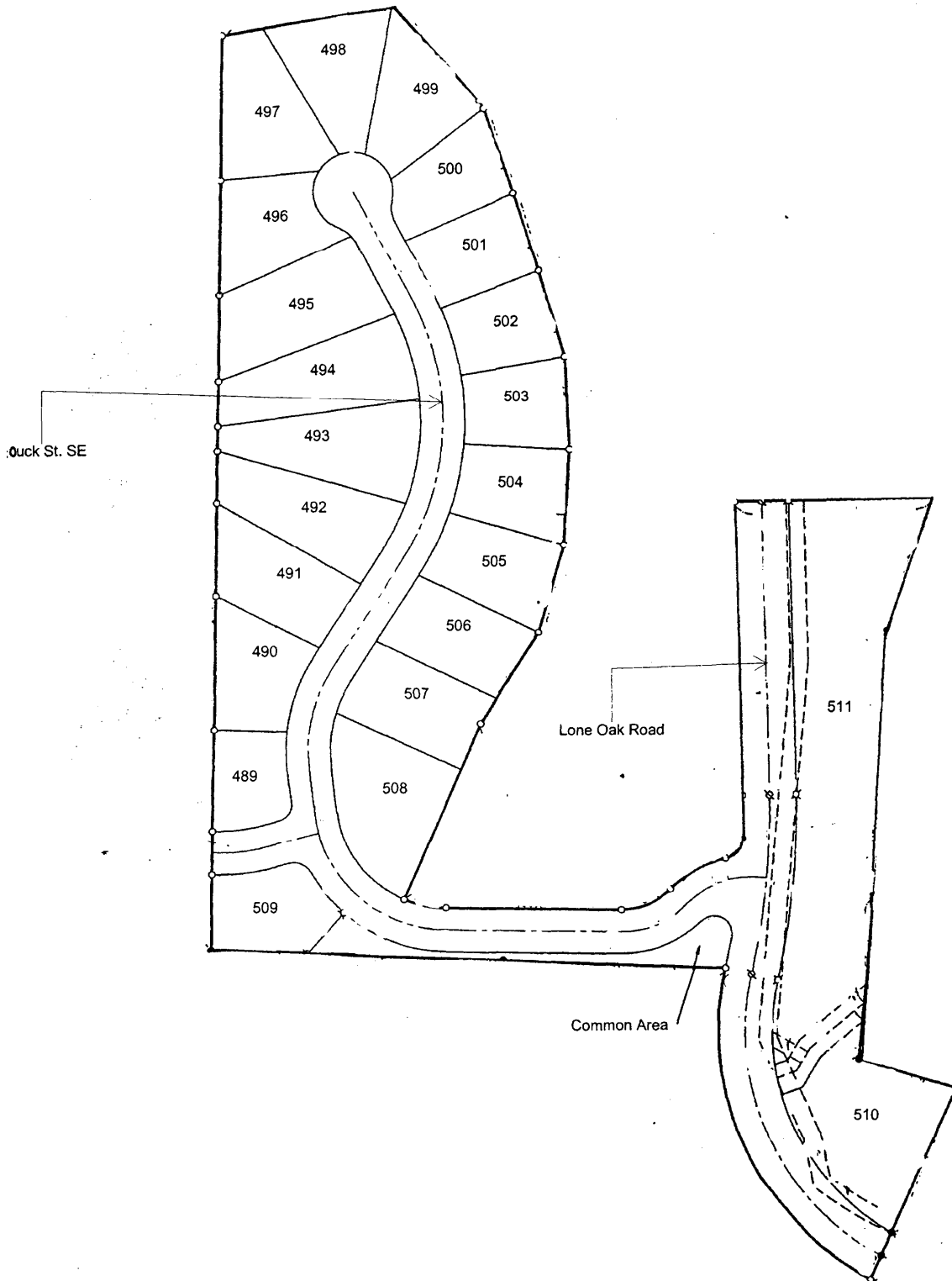
Golf Club Estates at Creekside No. 12, P.U.D., the boundary of which is described as follows:

Beginning at the southwest corner of Lot 481 Golf Club Estates at Creekside Phase 11, P.U.D. (Phase 11) as recorded in the Marion County Book of Town Plats in Volume 45, Page 182; thence S22°08'06"W, along the west line of said subdivision, a distance of 60.38 feet to a point; thence northwesterly, along the arc of a 330.00 feet radius curve right (the chord of which bears N25°14'58"W 395.03 feet), an arc distance of 423.50 feet to a point; thence N89°32'53"W a distance of 250.21 feet to a point; thence N89°40'11"W a distance of 330.03 feet to a point; thence N00°43'01"W a distance of 1048.62 feet to a point; thence N78°08'20"E, a distance of 193.82 feet to a point; thence S43°44'00"E, a distance of 145.87 feet to a point; thence S29°23'33"E, a distance of 10.46 feet, to a point; thence S20°47'17"E, a distance of 102.16 feet; thence S19°20'11"E, a distance of 93.26 feet, to a point; thence S17°56'51"E, a distance of 104.00 feet, to a point; thence S04°14'15"E, a distance of 107.99 feet; thence S01°49'33"W, a distance of 109.48 feet, to a point; thence S14°29'30"W, a distance of 103.91 feet, to a point; thence S30°44'16"W, a distance of 124.00 feet, to a point; thence S21°43'12"W, a distance of 218.22 feet; thence southeasterly, along the arc of a 125.00 feet radius curve left (the chord of which bears S79°57'27"E 47.99 feet), an arc distance of 48.29 feet to a point; thence N88°58'28"E, a distance of 199.01 feet, to a point; thence northeasterly, along the arc of a 75.00 feet radius curve left (the chord of which bears N65°20'36"E 60.13 feet), an arc distance of 61.87 feet, to a point; thence northeasterly, along the arc of a 125.00 feet radius curve right (the chord of which bears N58°17'52"E, 71.36 feet), an arc distance of 72.37 feet, to a point; thence northeasterly, along the arc of a 25.00 feet radius curve left (the chord of which bears N37°44'47"E, 30.19 feet), an arc distance of 30.19 feet to a point; thence northwesterly, along the arc of a 793.14 feet radius curve left (the chord of which bears N01°08'35"W, 48.50 feet), an arc distance of 48.51 feet, to a point; thence N02°53'02"W, a distance of 335.84 feet, to a point; thence N87°06'58"E, a distance of 222.27 feet, to a point; thence S17°10'43"W, a distance of 162.26 feet, to a point; thence S00°17'02"E, a distance of 140.27 feet, to a point; thence S02°55'54"W, a distance of 160.58 feet, to a point; thence S04°00'03"W, a distance of 190.39 feet, to a point; thence S74°10'57"E, a distance of 113.33 feet, to the most northerly corner of Lot 480, Golf Club Estates at Creekside Phase 11, P.U.D. (Phase 11); thence S22°08'06"W, along said subdivision line, a distance of 183.39 feet, the point of beginning.

The above-described tract contains 11.99 acres of land more or less, located in the northeast quarter of Section 21, and the west half of Section 22, Township 8 South, Range 3 West, Willamette Meridian, City of Salem, Marion County, Oregon.

GOLF CLUB ESTATES

AT CREEKSIDE PHASE 12 P.U.D.



REEL:2890

PAGE: 171

November 16, 2007, 03:48 pm.

CONTROL #: 210683

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 61.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.