

AMENDED AND RESTATED  
DECLARATION  
FOR  
GREENTREES VILLAGE, INC.

THIS AMENDED AND RESTATED DECLARATION is made this 19<sup>th</sup> July, 2004 by the Association of Lot Owners of Greentrees Village, Inc. (herein "Association", which Association is incorporated under the name of Greentrees Village, Inc.), pursuant to the provisions of the Oregon Planned Community Act, ORS 94.550 et. Seq. 94.785.

**P R E F A C E:**

1. History: By document executed May 8, 1973, entitled "Declaration of Easements, Covenants, Conditions and Restrictions of Greentrees Village Mobile Resort," an Oregon planned community, said document being recorded May 23, 1973 in Lane County Official Records, Lane County, Oregon, Document No. 7323271, Century Park, Inc., an Oregon corporation, established a common pattern of development for certain land and improvements to be known as Greentrees Village Mobile Resort. Said Declaration was subsequently amended several times by documents recorded under Reception Numbers 7331005, 7643760, 7603156, 7603757, 7624765, and 7834855.

On September 30, 1980, Century Park, Inc., conveyed title to the common property and all rights as Declarant under the Declaration to Greentrees Village, Inc. (then known as The Greentrees Village Community Council, Inc.) which nonprofit corporation acts on behalf of the Association of Lot Owners, by a general warranty deed which was recorded in Lane County Official Records October 8, 1980. The Declaration was then again amended by document recorded under Reception Nos: 8065011, 8065012, 8065013, 8916932 & 9126661.

2. Purpose of This Amended and Restated Declaration: The purpose of this Amended and Restated Declaration is to consolidate existing documents into a single updated document and to submit Greentrees Village, Inc. to the provisions of the Oregon Planned Community Act and subject said Planned Community into compliance with current law. Provided however, that no insurance is required to be carried by any lot owner nor is any lot owned precluded from carrying any insurance pursuant to ORS 94.685.

3. Approval: In accordance with the provisions for amending the Declaration, this instrument has been signed by Greentrees Village, Inc. and signed by persons owning at least two-thirds (2/3) of the lots subject to the Declaration.

NOW, THEREFORE, the Association does hereby declare and provide as follows:

**ARTICLE I**  
**Definitions**

When used in this Declaration the following terms shall be accorded the meanings indicated:

- 1.0 "Association" refers to the Association of Lot Owners of Greentrees Village, Inc.
- 1.1 "Corporation" refers to Greentrees Village, Inc., an Oregon nonprofit corporation, which corporation shall carry out the directives of the Association of Lot Owners. For the purposes of this Amended and Restated Declaration, the words "Association" and "Corporation" shall be interchangeable.
- 1.2 "Declaration" means this Amended and Restated Declaration and any modification or amendment thereto, duly recorded in the Official Records of Lane County, Oregon.
- 1.3 "Bylaws" refers to the Bylaws of the Association adopted pursuant to 6.4 as they may be amended from time to time.
- 1.4 "Lot" refers to any plot of land, except roads and common area shown upon any recorded plat or plats, within the Planned Community.

- 1.5 "Lot Owner" refers to every record owner, including a contract vendee, of a fee or undivided fee interest in every Lot within the property to which this Declaration applies, except that ownership acquired or held and intended solely as security including a vendor's interest under a Land Sale Contract, for the performance of an obligation shall not constitute ownership.
- 1.6 "Mortgage" and "Mortgagee" refer, respectively, to a recorded mortgage, trust deed, or contract of sale and the holder, beneficiary, or vendor of such-instrument.
- 1.7 "Planned Community" refers to the entire Greentrees Village, Inc. development which consists of a pattern of ownership of all real property submitted to this Amended and Restated Declaration, and all buildings, improvements and rights located on or belonging to all real property; and in which the Association is responsible for the maintenance, operation, insurance and property taxes relating to any common property of the planned community; and in which owners of individual Lots, by virtue of their ownership, are automatically members of the Association and assume liability for assessments, and as more particularly defined in ORS 94.550 (9).
- 1.8 "Greentrees Village, Inc." refers to all real and personal property subject to this Amended and Restated Declaration as the Planned Community.
- 1.8.1 "Plans" refer to the plat of Greentrees Village, Inc., filed simultaneously with the original Declaration of Easements, Covenants, Conditions and Restrictions with Lane County Official Deeds and Records.
- 1.9 "Roads" refer to all private roads within all platted portions of the Planned Community.
- 1.10 "Assessment Year" means the year commencing January 1 and ending December 31, or any other twelve month period which may be established by the Association or at a General Meeting of the Association.
- 1.11 "Utilities" means the utility services furnished to each lot, which are electrical supply facilities, cable television facilities, domestic water supply, refuse collection and sewer, and no others.
- 1.12 Incorporation By Reference: Except as otherwise provided in this Amended and Restated Declaration, each of the terms used herein that are defined in ORS 94.550, the Oregon Planned Community Act, shall have the meanings set forth in such section.
- 1.13 Rules and Regulations: An orderly, indexed record of four types of Rules and Regulations that are adopted by the Board of Directors of the Association, i.e., Policy, Administrative, Special, Land Use (A.C.C.).

## ARTICLE II

### Name of the Planned Community

The name by which the Planned Community shall be known is "Greentrees Village, Inc."

## ARTICLE III

### Description of the Property

The property submitted to the Oregon Planned Community Act by this Amended and Restated Declaration is located in Lane County, Oregon, and is more particularly described in the attached Exhibit 'A'. The Planned Community contains a total of 567 private Lots.

## ARTICLE IV

### Common Property; Common Income and Expenses; Voting; Multiple Ownership

- 4.1 Common Property: A legal description of the real property included in the Planned Community which is common property is described in the attached Exhibit "B".
- 4.2 Allocation of Common Income and Expenses. The common income derived from and the common expenses of the common property shall be distributed and charged to the owner of each Lot equally.

- 4.3. Allocation of Voting Rights: Each Lot shall be allocated one vote in the affairs of the Association. The method of voting shall be specified in the Bylaws.
- 4.4. Multiple Ownership of a Lot: Any one owner of an ownership interest in a multiple ownership lot may act in all particulars with the Association with respect to that lot and the Association may rely on such action with such action being fully binding upon all owners of the lot, unless the Association receives written notice to the contrary from another co-owner of that lot, After which any owner action taken with respect to that lot shall be unanimous with proof of such unanimous consent by all co-owners being furnished to the Association, or such action taken by said co-owner, voting or otherwise, shall be disregarded.

## ARTICLE V

### Maintenance and Residential Use Restrictions

- 5.1 Maintenance: If any Lot or real or personal property improvements thereon shall violate any of the provisions of this Amended and Restated Declaration or the Bylaws or the Rules and Regulations of the Association may give written notice to the owner of such Lot and order the owner to correct all deficiencies and violations specified in that notice. If such matters are not corrected within thirty (30) days after such notice is given, then the Association Board of Directors may elect to cause such deficiencies and violations to be corrected and may charge the lot owner the reasonable cost thereof, which cost shall be deemed to be additional assessments pursuant to Section 7.3 of this Amended and Restated Declaration and the Bylaws.
- 5.2 Residential Use. Each Lot is to be used for single family residential purposes only, as described in this Amended and Restated Declaration. Additional limitations on use are contained in the Bylaws by which all owners are bound.
- 5.3 Dwelling Units: Dwelling units shall be restricted to mobile homes, modular homes, motor homes, travel trailers. Plans for all exterior construction shall be reviewed and approved in writing by the Architectural Control Committee, (A.C.C.) prior to installation to ensure conformance with this Amended and Restated Declaration. All variance requests shall be approved by the Board of Directors of the Association. All new installations shall be no older than five (5) years old. Review and appeal procedures are as specified in the Rules and Regulations.  
All Lot development plans shall be approved by the Architectural Control Committee before the Owner requests a building permit from the City of Florence.
- 5.4 Temporary Structures: No temporary structure of any kind, including tent, truck-mounted camper, shed or other outbuilding, shall be used on any individual lot at any time as a residence.
- 5.5 Natural Vegetation: Natural vegetation in the greenbelt as defined in Section 10.4.1, may be removed for fire prevention if this vegetation is deemed to be a fire hazard. It shall be replaced with other types of plants or shrubs indigenous to the Oregon Coast. The greenbelt areas are still considered drainage areas and should not have plastic or other materials that stop the natural water drainage. Nails, wires, and similar other objects shall not be driven in or attached to trees or shrubs.
- 5.6 Housing for Older Persons. By Declaration, Greentrees Village, Inc. is a residential community intended and operated for occupancy by at least one person fifty-five (55) years or older per lot. The Board of Directors of Greentrees Village, Inc. shall provide for a mandated review and approval process for all lot occupancy to ensure that no less than eighty percent (80) of all occupied lots are so occupied. This provision is intended to comply with the exemption as provided with respect to housing for older persons as provided under the Fair Housing Amendments act, in particular, Section 805 (d) Amending Section 807 of the Fair Housing Act of the Civil Rights Act of 1986.  
In addition to the occupancy restriction specified above, no lot shall be occupied on a permanent basis by any individual under age 18, except as may be waived by the Board of Directors for good cause shown. "Permanent basis" is defined as an individual who occupies a lot within Greentrees Village, Inc. for six months or more in any calendar year.

- 5.7 Waste and Garbage Maintenance: No Lot in the Planned Community may be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash or other waste may be kept or maintained on any part of the Planned Community except in an approved container out of sight of the roadway.
- 5.8 Unpleasant Conditions and Nuisances: No noxious, or offensive or unsightly conditions are permitted upon any portion of the Planned Community; nor may anything be done thereon which may be or may become an annoyance or nuisance. Detached tanks for propane or liquefied petroleum gas or other such fuel shall be located to the rear of the Lot and out of sight from the roadway.
- 5.9 Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pets may be kept, provided the animals are not kept, bred or maintained for commercial purpose. The owner of such pets permitted hereunder shall keep them on a leash or keep them confined to the lot at all times.
- 5.10 Signs: Except as needed by the Association, no sign or other advertising device of any character shall be placed or erected on any lot or maintained on any part of the properties, except identification signs.
- 5.11 Clotheslines: No clotheslines clothes racks or other apparatus on which clothes, rugs or similar items are exposed for the purpose of drying or airing shall be located on any Lot except in the rear yard thereof. Any such clothesline area shall be adequately concealed so as to screen the view thereof.
- 5.12 Drainage: Each grantee of a Lot agrees for themselves and their heirs, successors and assigns that they shall not interfere in any way with the natural drainage of water over their Lot from adjoining or other Lots, or that they shall make adequate provision for proper drainage in the event it is necessary to change the natural flow of water drainage over their lot. Prior approval shall be obtained from the A.C.C. in writing before such changes are attempted. For purposes herein, "natural drainage" is defined as the drainage which would naturally occur prior to alteration of or improvement of the lot.
- 5.13 Trees and Hedges: All trees, hedges, shrubs, flowers and trees growing on a Lot shall be maintained and cultivated so that plant insects; pests and diseases shall not be a menace or detrimental to the trees, hedges, shrubs, flowers, lawns or other vegetation within the neighborhood or to surrounding properties. All snags shall be removed from the premises.
- 5.14 Motor Bikes: No motorbikes, motorcycles or similar vehicles shall be allowed to operate on the properties without prior approval of the Board of Directors. Prior approval can be revoked at any time with cause. Joy riding in Greentrees is not allowed. Approval standards can be found in the Rules and Regulations.
- 5.15 Burning: A City permit is required for outside burning of any kind. Each Lot owner may have and operate a barbecue or fireplace of ordinary domestic proportions. No fire shall be left unattended at any time. All barbecue and fireplace areas shall have sufficient clearance from vegetation and other combustible material to prevent any escape of fire, and all fires shall be conducted in the approximate center of a fireproof platform constructed of concrete or of sand and gravel of the depth of not less than six (6) inches and extending not less than four (4) feet in all directions of an active fire.
- 5.16 Speed Limit: Speed limit on all roads is ten (10) miles per hour.
- 5.17 Underground Utilities: All facilities for cable television service, electrical supply facilities, water supply and sewage disposal shall be installed underground. The utilities have been stubbed to each lot. Lot owners shall be solely responsible for utility hookup and for all other services not defined as utilities for which the Association is responsible.
- 5.18 Fences: No fence, gate or similar structure shall be constructed or placed on any Lot without the prior approval of the Architectural Control Committee.

**ARTICLE VI**  
Association of Lot Owners

- 6.1 Organization: The Association of Lot Owners is organized as an Oregon nonprofit corporation to serve as a means through which the Association of Lot owners may take action with respect to the administration, management, and operation of the Planned Community. The name of this Corporation is Greentrees Village, Inc. (Herein "Corporation")
- 6.2 Membership Board of Directors: Each Lot owner shall be a member of the Association of Lot Owners. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.
- 6.3 Powers and Duties: The Association has such powers and duties as are granted to it by the Oregon Planned Community Act; including each of the powers set forth in ORS 94.630; together with such additional powers and duties afforded by this Amended and Restated Declaration, the Bylaws or the **Rules and Regulations**.
- 6.4 Adoption of the Bylaws and Designation of manager: Upon the execution and filing of this Declaration the Association shall adopt Bylaws for the Association. The Board of Directors of the Association may hire a manager, managing agent, or maintenance supervisor for the Planned Community on behalf of the Association, and such manager, managing agent, or maintenance supervisor shall have such authority and responsibilities as are specified in the Bylaws.

**ARTICLE VII**  
Budget, Expenses and Assessments

- 7.1 Budget. The Association Board of Directors shall, from time-to-time and at least annually, prepare a budget for the Association; estimate the common expenses expected to be incurred and assess the common expenses to each Lot owner in the proportion set forth in this Article.
- 7.2 Determination of Common Expenses. Common expenses shall include:
- (a) Expenses of administration;
  - (b) Expenses of maintenance, repair or replacement of common property.
  - (c) Cost of insurance or bonds obtained in accordance with the Association Bylaws;
  - (d) A general operating reserve;
  - (e) Reserve for replacements and deferred maintenance.
  - (f) Any deficit in common expenses for any prior period. **Per ORS 94.595.**
  - (g) Utilities for the common property and other utilities with a common meter or commonly billed, such as trash collection, water and sewer and basic cable television.
  - (h) Any other items properly chargeable as expense of the Association.
- 7.3 Assessment of Lot Owners: All Lot owners shall be obliged to pay common expenses assessed to them by the Board of Directors on behalf of the Association pursuant to this Declaration. Assessments **shall** not be waived due to limited or nonuse of common property. Assessments shall commence upon purchase of a Lot in the Planned Community and shall apply immediately to current lot owners. The Board of Directors, on behalf of the Association, shall assess the common expenses against the Lot Owners, from time to time and at least annually, and shall take prompt action to collect from a Lot owner any common expense due which remains unpaid by said Lot owner for more than thirty (30) days from the due date for its payment.

7.4 Capital Expenditures: In the case of making a capital expenditure (cost of construction made with the expectation of existence for an indefinite period), The Board of Directors shall give written notice to all members of the Association of its intent to pass a resolution to authorize the expense of a capital improvement to the common property. Such expenditures shall be limited to five (5%) percent of the annual budget, unless specifically approved by a majority vote of the Lot Owner Members.

7.5 Reserves: A portion of the common expense collected from each Lot owner shall be placed in an account separate from the general operating account of the Association in accordance with ORS 94.595. This separate account is to be used as a reserve account for major maintenance and replacement of the common property all or part of which would normally require replacement in more than three (3) or less than thirty (30) years from the time the budget is determined by the Board of Directors.

The reserve account shall be used only for the purposes outlined in this section; provided, however, that the Board of Directors may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which shall later be paid from special assessments or maintenance fees. The reserve account may be invested by the Board of Directors subject to normal prudent investment standards.

Assessments paid into the reserve account shall be the property of the Association and are not refundable to sellers of Lots. Per ORS.94.595 section 8.

7.6 Special Assessments - Capital Improvement: In the case of any duly authorized capital improvement to the common property as set forth herein the Board of Directors may, by resolution, establish separate assessments upon an affirmative vote of the membership for the same which may be treated as capital contributions by the Lot owners and the proceeds of which shall be used only for the specific capital improvements described in the resolution. Special assessments shall be collectible as regular common expenses, including applicable lien provisions.

7.7 Default in Payment of Common Expenses. In the event of default by any Lot owner in paying to the Association the assessed common expenses, such Lot owners shall be liable for late payment charge at the rate of twelve (12%) percent per annum on such common expenses from the due date thereof or at such greater rate as may be established by the Board of Directors from time to time, not to exceed the maximum lawful rate, if any. In addition, the defaulting Lot owner shall pay any other reasonable late charge established by the Board of Directors from time to time, together with all expenses incurred by the Association in collecting such unpaid expenses including attorneys' fees (whether or not suit is instituted, and at trial or any appeal therefrom). The Board of Directors shall have the right and duty to recover for the Association such common expenses together with such charges, interest and expenses of the proceeding, including attorney fees, by an action brought against such Lot owner or by foreclosure of the lien upon the Lot granted by the Oregon Planned Community Act. A suit or action to recover a money judgment for unpaid common expenses shall be maintainable at the Association's option without foreclosing the liens securing the same. If any Lot is owned by more than one owner, then the assessments shall be the joint and several obligation of each owner. The personal obligation shall not pass to the successors in title to a Lot unless expressly assumed.

7.8 Foreclosure of Liens for Unpaid Common Expenses: In any suit brought by the Association to foreclose a lien on a Lot because of unpaid assessments as provided by the Oregon Planned Community Act, the Lot owner shall be required to pay a reasonable rental for the use of the Lot during the pendency of the suit; and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of the Association, shall have the power to purchase such Lot at the foreclosure sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the Lot.

7.9 Statement of Common Expenses: The Board of Directors shall advise each Lot owner in writing of the amount of common expenses payable by him and furnish copies of each budget within 30 days of Board approval of the final budget pursuant to ORS 94.645, of which such common expenses are based to all Lot owners and, if requested, to their mortgagees. The Board of Directors shall promptly provide any Lot owner who makes a request in writing with a written statement of his unpaid common expenses.

7.10 Priority of Liens: The lien of the assessments shall be subordinate to the lien of any mortgage or trust deed on that Lot. Sale or transfer of any Lot shall not affect the assessment lien.

## **ARTICLE VIII**

### Authority of Association to Sell or Transfer Common Property

Except as otherwise provided in the Declaration, the Association may sell, convey, or subject to a security interest any portion of the common real or personal property if the owners of eighty (80%) percent or more of the lots in Greentrees Village, Inc. cast votes in favor of that action. The Association shall treat proceeds of any sale under this section as an asset of the Association. This article does not apply to the granting of easements, rights of way, licenses, and other similar interest pursuant to Section 9.7 hereof. A sale, transfer or encumbrance of the common property or any portion of the common property made pursuant to a right reserved in this Article may provide that - the common property be released from any restriction imposed on the common property by this Declaration. However, a sale, transfer or encumbrance may not deprive any Lot of its right of access physical support to the lot owner's lot without the written consent of the owner of the Lot.

## **ARTICLE IX**

### General Provisions

9.1 Right of Entry: A Lot owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, maintenance supervisor or any other person authorized by the Association, in the case of an emergency originating in or threatening **the** Lot or other Planned Community property, whether or not the owner is present at the time. A Lot owner shall also permit such persons to enter **the** Lot for the purpose of performing installations, alterations, or repairs to any common property and for the purpose of inspection to verify that the Lot owner is complying with the restrictions and requirements described in this Amended and Restated Declaration and the Bylaws, provided that requests for entry are made in advance and such entry is at a time convenient to the owner. A request to the Architectural Control Committee for project approval implies automatic lot owner approval for appropriate timely inspections to assure compliance with the Amended and Restated Declaration and with the approved plans.

9.2 Encroachments: Except as otherwise allowed by the Association's Board of Directors, no encroachments over property lines or to the greenbelt as defined in 10.4.1 shall be allowed. The Association may remove any such encroachments and assess the lot owner for removal costs and related administrative costs upon the lot owner's failure to comply with the Association's notice to remove the same.

9.3. Easement: Pursuant to ORS 94.733, each Lot Owner shall have an easement through the common property:

- a. For access to the owner's lot; and
- b. For use of the common property consistent with this Amended and Restated Declaration and the By-laws.

9.4 Responsibility For Common Property Maintenance: The necessary work to maintain, repair or replace the common property shall be the responsibility of the Board of Directors of the Association.

9.5 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 Amended and Restated 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.

9.6 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

9.7 Authority to Grant Easements, Rights-of-way, Licenses, and Other Similar Interests: The Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the Lot owners, easements, rights-of-way, licenses, and other similar interests affecting the common property.

9.8 Abatement and Enjoining of Violations: The violation of any rule or regulation provided in this Amended and Restated Declaration or the Bylaws or any amendment thereof shall give the Board of Directors, acting on behalf of the Association, the right in addition to any other rights set forth in the Amended and Restated Declaration and the Bylaws:

a. To enter the Lot in which or as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass; or

b. To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings; or

c. To levy reasonable fines after giving notice and an opportunity to be heard **per the Rules and Regulations**. Such fines shall be treated in the same manner as common assessments.

Any expense incurred by the Association in remedying the default, damage incurred by the Association or Lot Owners, or fines so levied shall be assessed against the offending Lot as a common expense and enforced as provided herein and in the Bylaws. In addition to the Association, any aggrieved Lot Owner may bring an action to recover damages or to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

#### **ARTICLE X** Architectural Standards

10.1 Zoning Regulations: Greentrees Village, **Inc.** is a unique "Planned Unit Development" formed and operated under "Title 10" of the zoning regulations of the City of Florence, Oregon. Development of Greentrees Village, Inc. is controlled by the standards and restrictions of the "single family residential district" except where higher standards or specific variances from the "Title 10" restrictions are stated in this Amended and Restated Declaration, Bylaws or **Rules and Regulations**.

10.2 Purpose: In order to establish and preserve the unique natural surrounding, style and quality of the Planned Community, to establish and preserve a harmonious and aesthetically pleasing design for the Planned Community, and to protect and promote the value of the Planned Community, the Lots and all improvements located thereon shall be subject to the restrictions set forth in this Article. Every Lot owner, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

10.3 Architectural Control Committee: No **construction or** improvements of any nature whatsoever shall be **performed** or the existing structure altered in any way so as to affect the exterior portion of any structure or Lot or common property by any Lot owner or by the Association unless such improvements are approved by the Architectural Control Committee ( ACC ), which Committee shall be established by the Board of Directors of the Association according to the procedures prescribed in the Bylaws. The committee shall consist of **at least** five (5) **or more** members, with a minimum of three (3) serving as a quorum.

It shall be the primary responsibility of the Architectural Control Committee to enforce and protect the design standards and restrictions set forth in this Declaration and the Bylaws and to protect the rights of both the individual property owners and the community. The specific duties and authority of the Architectural Control Committee shall be specified in the Bylaws and as further delegated by the Board of Directors of the Association and the **Rules and Regulations**. All variance requests from normal development standards **shall** be approved by the Board of Directors of the Association.

10.4 Design Standards: The following design standards shall apply to Greentrees Village, Inc.



10.4.1 Greenbelts: The primary design feature which makes Greentrees Village, Inc. a unique Planned Community is the specification of greenbelts to serve as a visual screen and to protect privacy between adjacent lots. Side and Rear setbacks are to be developed and maintained as greenbelts. Greenbelts may not be used for lot development, storage, fences, or lot access other than emergency. Greenbelts are generally determined by the setback requirements addressed later herein, in the Rules and Regulations.

10.4.2 Storm Drainage: Plans for Greentrees Village, Inc. did not include a storm drainage system. Therefore, normal storm run-off water shall be percolated into the soil near its point of origin. Lot coverage restrictions, including greenbelts, shall be adhered to in order to maintain adequate open area for water percolation. New development shall be designed to direct run-off into adequate percolation areas.

10.5 Design Restrictions: The design restrictions are to be found in the Rules and Regulations.

10.5.1 Driveways: Driveways, parking areas, and access ways shall not infringe on side-or rear greenbelts. When a Lot owner elects to pave the driveway across the common property between the street pavement and the Lot line, the Lot owner shall assume responsibility for any increased costs required to locate, install, and maintain covered utility lines.

10.5.2 Lot Coverage: Maximum lot coverage limits are the same as those specified in the City of Florence zoning regulations for both the "Single Family Residential District (RS)" and the "Mobile Home Residential District (RMH)".

10.5.3 Corner Lots:

a) Greenbelts. Corner lots shall maintain two greenbelts.

b) Driveways. Corner lots may develop driveway access to both streets which border the lot

c) Vision Clearance. No structure or landscaping which is higher than two and one-half (2 1/2) feet shall be located within the vision clearance zones at street intersections. The vision clearance zone is a triangular area at an intersection with the legs of the triangle extending fifteen (15) feet from the closest corner of the intersection.

10.5.4 Access and Security. Access to the Planned Community shall be via the security gates and the interior streets of the Planned Community. Security and privacy shall be protected by a locked gate access system. Rules regarding gate access to be found in the Rules and Regulations.

10.5.5 Construction Requirements. During construction by the Association or a Lot owner, contractors shall be required to maintain the common property or Lot in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, the Association or Lot owner, (as the case may be) shall cause its contractors to immediately remove all equipment tools and construction material and debris from the common property or Lot on which such construction has been completed.

Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for the Association and its contractors, agents, employees, successors and assigns, to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the construction and improvement of the common property.

10.6 Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards shall, if followed, result in properly designed improvements. Such approval and standards shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith shall be built in a good and workmanlike manner. Neither the Corporation nor the Association's Board of Directors nor the Architectural Control Committee shall be responsible or liable for any defects in any plans-or specifications submitted, revised or approved nor for any defects in construction undertaken pursuant to such plans and specifications.

**ARTICLE XI**  
Amendment

11.1 Approval Required. Pursuant to ORS 94.590, the Association may amend this Declaration and the Plat only by a vote or agreement of the lot owners representing seventy-five (75%) percent or more the total votes in the Planned Community. In no event shall an amendment under this article increase the number of Lots 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.

11.2 Execution and Recordation: An amendment shall not be effective until certified by the president and secretary of the Association and recorded as required by law.

{END OF DOCUMENT}

THE UNDERSIGNED PRESIDENT AND SECRETARY of the Association of Lot Owners hereby certify and affirm that this Amendment is promulgated pursuant to an affirmative vote or agreement of the lot owners representing seventy-five (75%) percent or more of the total votes in the planned community and by affirmative action of the Board of Directors of the Lot Owners of Greentrees Village, Inc.

IN WITNESS WHEREOF, the Association has caused this Declaration  
To be executed this 19th day of July, 2004.

GREENTREES VILLAGE, INC.

By: \_\_\_\_\_  
Gloria Leet, President

By: \_\_\_\_\_  
Diana Funk, Secretary