



After recording return to:  
Cerro Gordo Stewardship  
PO Box 192  
Cottage Grove, OR 97424

## Certification of Cerro Gordo Charter Amendment

The Cerro Gordo Charter, originally recorded August 1, 1977, Reception No. 77-47676, Official Records of Lane County, Oregon, as modified or amended by instrument recorded October 8, 1979, Reception No. 79-60367, Official Records of Lane County, Oregon, instrument recorded February 27, 1980, Reception No. 80-10049, Official Records of Lane County, Oregon, and October 3, 1980, Reception No. 80-49865, Official Records of Lane County, Oregon, is hereby deleted in its entirety and the following revised Cerro Gordo Charter is substituted in its place.

### The Cerro Gordo Charter

A statement of the Cerro Gordo Charter for the development of portions of Cerro Gordo Ranch, containing among other things provisions which will subject portions thereof to certain easements, restrictions, assessments, penalties and liens.

#### Goals

Cerro Gordo is a development of approximately 1,158 acres located in Lane County, Oregon, which is being developed by Cerro Gordo Stewardship, an Oregon nonprofit corporation as the Community Developer.

The Community Developer hopes to create at Cerro Gordo an ecological, human centered sustainable community. Development shall follow the Cerro Gordo Community Plan, as it may be amended from time to time by the Design Committee.

The Community Developer expects to provide basic utilities, including sewerage, water and access. Sewage systems will be owned and maintained by the individual lot owners. Wells and corresponding water lines serving only one lot will be owned and maintained by the lot owners served by the well. Water systems serving more than one lot, as well as access, will be owned and maintained by the Cerro Gordo Cooperative, Inc., the residents' community association. Additional facilities which may be owned by the Cooperative include commercial, industrial and community buildings and recreational facilities.

By adoption of the Cerro Gordo Charter, the Community Developer does not commit itself to take any action for which definite provision is not made herein. One who acquires any interest in Cerro Gordo shall not have any legal right to insist that there be development except as provided in the instrument creating the lot in which he acquires his interest and except as otherwise provided in instruments which hereafter may be filed subjecting areas in Cerro Gordo Ranch to this Charter.

The following is the Cerro Gordo Charter:

SECTION 1. Definitions. When used herein the following terms shall have the following meanings:

1.1 "Board of Directors" shall mean the Board of Directors of The Cerro Gordo Cooperative, Inc.

1.2 "Cerro Gordo Community Plan" shall mean that portion of The Cerro Gordo Community Base Plan, A Working Document, published by the Town Forum, Inc., Fall 1978, beginning on page 10 with "The Plan," through page 21, "Base Plan Addendum and Amendments," as it may be amended from time to time by the Design Committee.

1.3 "Cerro Gordo Declaration" and "Declaration" shall mean any instrument provided for in Section 2 herein for the subjection of an area within Cerro Gordo Ranch to the Charter.

1.4 "Cerro Gordo Ranch" shall mean the real property described in Exhibit A attached hereto that was deeded to Canfield Associates Oreg. Ltd. on January 17, 1974 (recorded January 18, 1974, Reception No. 74-02051, Official Records of Lane County, Oregon, together with any additional area for which the Community Developer has filed a Declaration in the deed records of Lane County, Oregon, providing that such property shall be part of Cerro Gordo Ranch.

1.5 "Cerro Gordo Charter" and "Charter" shall mean this instrument, together with any amendments or supplements thereto.

1.6 "Cerro Gordo Rules" shall mean the rules and regulations adopted as provided in Section 6 herein.

1.7 "Community Developer" shall mean Cerro Gordo Stewardship, an Oregon nonprofit corporation, its successors or assigns.

1.8 "Condominium" shall mean any property submitted to unit ownership in the manner provided by ORS 91.500 through 91.671 and 91.990 as such statutes may be amended.

1.9 "Cooperative" shall mean the Cerro Gordo Cooperative, Inc., an Oregon cooperative corporation, its successors or assigns. If no successor is designated, the Lot Owners collectively shall be the successor of the Cooperative.

1.10 "Design Committee" shall mean the committee appointed pursuant to the provisions of Section 7 herein.

1.11 "Members of the Cooperative" shall mean all members of the Cerro Gordo Cooperative, Inc., as provided in its Bylaws.

1.12 "Resident of Cerro Gordo" shall mean any individual (natural person) who resides on property subjected to the Charter, as per Section 2 of the Charter.

1.13 "Lot" or "Lots" shall mean any parcel, lot or plot of ground created by any means including partition, subdivision or foreclosure within Cerro Gordo Ranch that has been subjected to the Charter in the manner provided in Section 2 herein.

1.14 "Lot Owner" shall mean the person or persons who hold legal title to any Lot.

1.15 "Visitor" shall mean any person who is on Cerro Gordo Ranch at the invitation of a Member of the Cooperative and who agrees to abide by the Cerro Gordo Rules.

SECTION 2. Subjection of Property to the Charter. Property within Cerro Gordo Ranch may be subjected to the Charter by either of the following methods:

2.1 Filing of Declaration. The Community Developer may file a Declaration in the deed records of Lane County, Oregon, providing that a particular area shall be subject to the Charter.

2.2 Statement in Lease. The Community Developer may state in any lease that an area described in the lease shall be subject to the Charter.

SECTION 3. Land Classifications and Uses within Cerro Gordo Ranch.

3.1 Classification Presently Contemplated. Land classifications presently contemplated within areas to be subjected to the Charter are Easements and Wildlife Corridors. The Community Developer reserves the right to create and make provision for additional land classifications in any Declaration.

3.2 Wildlife Corridors. As provided for in the Cerro Gordo Community Plan and in Declarations subjecting lots to the Charter, Wildlife Corridors shall be maintained along all major streams, in which native vegetative cover shall be preserved and construction of buildings prohibited.

3.3 Easements. The development and use of rights-of-way and easements reserved for the Cooperative shall be subject to the provisions of this Charter, the Cerro Gordo Rules as provided for in Section 6 herein, the Cerro Gordo Community Plan and the Bylaws of the Cooperative. Neither the Cooperative nor its designees shall construct or reconstruct any improvement or alter or refinish the exterior of any improvement within any right-of-way or easement reserved to the Cooperative, make any change in such area whether by excavation, fill, alteration of existing drainage, or the cutting or removal of shrubs or trees, or install exterior lighting, utility lines, or outside antennas unless the Cooperative or its designee has first obtained the consent thereto of the Design Committee.

3.4 General Provisions for and Restrictions on Use of Property Subjected to the Charter.

(a) The use of Lots shall be subject to the provisions of this Charter, the Cerro Gordo Rules as provided for in Section 6 herein, the Declaration subjecting the Lot to the Charter, the Cerro Gordo Community Plan and the Bylaws of the Cooperative. By accepting a deed or lease to property subject to the Charter, the grantee will be deemed to have covenanted (a) that he will use and permit the use of the property

only in accordance with, and that he will abide by and cause all those who come upon his premises to abide by, the restrictions, covenants and conditions contained in the Charter and in the Declaration subjecting the property to the Charter and the rules and regulations promulgated thereunder; (b) that he will pay to the Cooperative all amounts provided for in the Charter and such Declaration; and (c) that his property will be subject to a lien or liens as provided in such instruments. For the protection of all residents of Cerro Gordo, the Cooperative will be generally responsible for the enforcement of such restrictions, covenants, conditions, rules and regulations; and the Design Committee shall have the authority to require such enforcement by the Cooperative by appropriate suit or action. An owner or owners of a lot or lots may create a condominium with the approval of the Design Committee.

(b) All permanent residents shall maintain their membership in the Cooperative in good standing, pay dues, assessments, fines or other charges, purchase and hold capital stock according to the Bylaws, and meet all other requirements of Members set forth in the Bylaws of the Cooperative, as they may be amended from time to time.

(c) It is the responsibility of the Lot Owner to notify the Board of Directors of any change of occupants of such property and to insure that renters, lessees or other occupants of such property shall comply with Article II of the Bylaws of the Cooperative, "Membership." The Lot Owner shall be liable to the Cooperative for any fees, dues, fines or other charges incurred by the occupants of such property, according to the Bylaws of the Cooperative and this Charter.

(d) Each Lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in a clean condition and in good repair, and in such manner not to create a sanitation or fire hazard to Cerro Gordo or any part thereof, all at such owner's sole cost and expense. Such maintenance without limitations shall include maintenance of exterior siding, roofs, windows, trim, doors, walks, patios, decks, chimneys, and other exterior improvements. The Cooperative shall enter upon and maintain, at the owner's expense, any Lot which is not maintained by the owner thereof in accordance with the requirements of this section.

(e) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable disturbance or annoyance to other Residents of Cerro Gordo. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Residents, by virtue of their interest and participation in Cerro Gordo, are entitled to the reasonable enjoyment of the natural benefits of Cerro Gordo.

(f) No Lot Owner shall construct or reconstruct any improvement, including fences or boundary hedges, or alter the exterior of any improvement within any Lot, make any change in such Lot by excavation, fill, alteration of existing drainage, or the cutting or removal of trees to the extent that these could affect neighboring Lots, or

install exterior lighting that could disturb owners or residents of neighboring Lots unless such person has first obtained the consent thereto of the Design Committee.

(g) The Cooperative and its duly authorized agents shall have the right at any time, and from time to time, without any liability to the owner for trespass or otherwise, to enter upon any Lot for the purpose of (i) removing any improvement constructed, reconstructed or altered upon such Lot in violation of paragraph (f); (ii) maintaining utility systems or other improvements pursuant to easements reserved for the Cooperative or granted by the owner; and (iii) restoring or otherwise enforcing without any limitation, all of the restrictions set forth in this section, sections 4 and 5, and the Cerro Gordo Rules.

(h) The Community Developer and its successors and assigns shall retain all development rights to Cerro Gordo in accordance with the Cerro Gordo Community Plan and the Declarations submitting property to the provisions of this Charter. Lot Owners shall not have the right to split or consolidate lots, subdivide, create condominiums, record unit deeds, or construct buildings or other improvements without approval of the Design Committee.

#### SECTION 4. Easements.

Easements and Rights-of-Way are hereby expressly reserved for the Cooperative, the Community Developer, and Lot Owners and their successors and assigns, in, on, over and under the "easement area," as hereinafter defined, of each Lot submitted to the provisions of this Charter, for the following purposes:

(a) "Rights-of-way" for the construction, maintenance and use of private roads, walkways, bikeways, or bridle paths.

(b) "Utility Easements" for the construction and maintenance of (i) poles, wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, community television cables and other utilities and similar facilities, and (ii) storm water drains, land drains, public and private sewers, pipelines for supplying natural gas, water and heat, and (iii) any other public or private utility facility, service or function, whether above ground or underground.

(c) "Wastewater Disposal Easements" for surface or sub-surface wastewater disposal and the construction, maintenance, repair and replacement of equipment for such purpose in the cases where septic soils on one Lot may be needed for future wastewater disposal from another Lot. In cases where drain fields, sand filters, or other acceptable wastewater treatment facilities serving one Lot are located on another Lot there shall be executed and recorded a good and valid deed of easement for the maintenance of such drain field, sand filter, or other acceptable wastewater treatment facility, for the benefit of the Lot Owner, its heirs, personal representatives and assigns, served by such drain field, sand filter, or other acceptable wastewater treatment facility.

The Cooperative and the Community Developer and their respective agents, successors and assigns shall have the right to enter upon all parts of the easement area of each Lot for any purposes for which said easements and rights-of-way are reserved.

The term "easement area," as used herein, shall mean and refer to those areas of a Lot with respect to which easements are shown on the Declaration or recorded plat relating thereto. The Declaration or recorded plat shall specify which of the three types of easements listed in this section are applicable.

In addition to the above specified "easement areas" the Cooperative and its successors and assigns shall have an "As-Installed Utility Easement" for the maintenance and repair of utility lines crossing Lots, said utility lines being for the purpose of connecting individual Lots to utilities. The Cooperative and its respective agents, successors and assigns shall have the right to enter upon said Lots and to conduct any reasonable operations on, over, and under the ground, for the purpose of maintaining, repairing and replacing in the same location, the "as-installed" utility lines.

#### SECTION 5. Rights-of-way and Utilities.

5.1 Rights of way. Each Resident of Cerro Gordo has the right to use all Rights-of-way on Cerro Gordo Ranch for walking or traveling thereon by appropriate means consistent with the Cerro Gordo Community Plan. Each Member of the Cooperative may permit his Visitors to use the Rights-of-way for such purposes. Use of Rights-of-way shall be subject to the Cerro Gordo Rules. The Cooperative may grant free access on Rights-of-way to police, fire, and other public officials, employees of utility companies who service Cerro Gordo and to such other persons to whom access should be given for the benefit of Residents of Cerro Gordo. The Cooperative and the Community Developer may use the Rights-of-way for their own purposes and for the location of utilities thereon. By granting the right to Residents and others to use such ways the Cooperative does not intend to dedicate such ways to the public, but rather intends to preserve the private character of such ways. The Cooperative shall be deemed to have dedicated such ways to the public only if it shall file in the records of Lane County, Oregon, an instrument clearly dedicating such ways to the public.

5.2 Utilities. As determined by the Community Developer, each Lot Owner has the right to have either water services continuously provided to his Unit by the Cooperative, its successors or assigns, subject to the procedures and charges adopted by the Cooperative in accordance with its Bylaws, or their own private well on their own Lot maintained at their own expense. Each Lot Owner has the right to their own private sewer services maintained at their own expense. Each Lot Owner has the right to have electricity and telephone service provided to his Lot via Utility Easements owned by the Cooperative.

#### SECTION 6. Cerro Gordo Rules.

In the exercise of its powers and in the performance of its obligations pursuant to this Charter and of any Declaration, the Design Committee, with the approval of 2/3 of the Members of the Cooperative voting in a formal vote of the members, may adopt, amend or

repeal rules and regulations to be known as the Cerro Gordo Rules, attached hereto as Exhibit B. These rules shall provide for the manner in which Lots, Rights-of-way, Utility Easements and any other areas shall be used and may be amended from time to time without a Charter change.

By way of example, but without limiting the subject matter to be regulated, Cerro Gordo Rules may provide for any of the following:

- (a) For the implementation of the Cerro Gordo Community Plan;
- (b) For speed and other traffic controls, safety patrols, parking controls and restrictions upon the types of vehicles, which may use Rights-of-way;
- (c) For the control of open fires;
- (d) For the control of noise and litter and for the personal conduct of Residents of Cerro Gordo and their Visitors while at Cerro Gordo;
- (e) For the control of pets and other animals;
- (f) For the collection and disposal of recyclable items;
- (g) For architectural performance and aesthetic criteria;
- (h) For the control of appliances, devices or chemicals used on a Lot or elsewhere which inhibit the proper functioning of community utility systems, which are wasteful of water or energy, or which endanger plants, animals or humans in any way.

All Rules must be applicable on a non-discriminatory basis. However, provisions uniformly applicable to a class of persons such as children of particular ages will not be deemed discriminatory. A current copy of the Cerro Gordo Rules shall be kept on file at the principal office of the Cooperative at all times. Each Member of the Cooperative will be given a copy of such Rules and copies of any changes thereto when made. Such Rules shall have the same force and effect as if set forth herein as part of the Charter.

If the Board of Directors determines that a violation of the Cerro Gordo Rules has occurred, the Board may, with the approval of 2/3 of the Members of the Cooperative voting in a formal vote of the members, impose a fine of up to \$100.00 for each violation and for each day the violation persists or take other appropriate action. At least 30 days notice must be given to the member or resident who has violated the rules prior to a formal vote of the members authorizing a fine.

#### SECTION 7. Design Committee.

7.1 Function of the Design Committee. The Design Committee shall exercise the functions for which it is given responsibility in this Charter and in the Bylaws of the Cooperative. Generally, this Committee will be responsible for initiating and approving any amendments to this Charter, the Cerro Gordo Rules and the Cerro Gordo Community Plan; for reviewing and approving all construction, development and alteration plans and designs on all Lots; and for reviewing, and when necessary requiring, proper enforcement action by the Cooperative of the provisions of this Charter, the Cerro Gordo Rules and the Cerro Gordo Community Plan.

7.2 Members. The Design Committee shall consist of three members who shall be appointed in the following manner: to the extent that developed homesites which have been made subject to this Charter by Declaration shall constitute one-third, two-thirds or all of the total potential homesites not on property subject to conservation easements authorized by applicable zoning within Cerro Gordo Ranch, the Board of Directors (of the Cooperative) shall appoint one, two or three of the members of the Design Committee, as the case may be, with remaining members, if any, to be appointed by the Community Developer.

7.3 Term. Cooperative appointed members of the Design Committee shall be appointed annually at the annual meeting of the Board of Directors (of the Cooperative) and within 30 days of any event that causes a change in membership of the Design committee under the provisions of Section 7.3 of this Charter. Members of the Design Committee appointed by the Community Developer serve until they are replaced by the Community Developer. Any Design Committee member may be replaced by his or her appointer when in the appointer's judgment the best interest of the Cerro Gordo Community will be served thereby.

7.4 Quorum. Any two members of the Design Committee shall constitute a quorum. The Committee shall render its decisions only by written instrument setting forth the action taken by the members consenting thereto. The act of any two members present at a meeting where there is a quorum shall constitute the action of the Committee.

7.5 Duties. The Design committee shall consider and act upon all matters properly submitted to it pursuant to this Charter, the Bylaws of the Cooperative or any Declaration. In furtherance of this function, the Design Committee may from time to time establish its operating procedures and guidelines for interpreting, detailing and implementing the provisions of the Cerro Gordo Community Plan, this Charter, the Cerro Gordo Rules and the other instruments pursuant to which it is charged with responsibility. The Design Committee may establish a reasonable fee to be paid to it to cover its costs incurred in considering and acting upon matters submitted to it. A current copy of the Design Committee procedures and guidelines shall be kept on file at the principal office of the Cooperative at all times.

7.6 Conditions for Design Committee Consent. In all cases in which Design Committee consent is required, the following provisions shall apply:

(a) Material Required to be Submitted. Plans, specifications and any other material the Committee determines to be necessary to enable it to evaluate the proposal must be submitted at least 30 days in advance of the occurrence which requires consent.

(b) Design Committee Discretion and Guidelines. The Design Committee may at its discretion withhold consent with respect to any proposal if the Committee finds the proposal would be inappropriate for the particular Lot or incompatible with the quality and high standards of Cerro Gordo. Considerations such as location with respect to easements and wildlife corridors, design, effect on other Lot Owners, disturbance of existing terrain and vegetation and any other factor of which the Design Committee believes to be relevant may be taken into account by the Committee in determining



whether or not to consent to any proposal. The Design Committee shall not unreasonably deny approval of any proposal.

(c) Failure to Act. In the event the Design Committee fails to render its decision with respect to any proposed work within 30 days of receipt of the material described in (a) above, the Committee shall conclusively be deemed to have consented to the proposal.

(d) Effective Period of Consent. Design Committee consent shall be revoked automatically one year after issuance, unless the work has been commenced or an extension of time from the Design Committee has been applied for and received.

7.7 Nonwaiver. Consent by the Design Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.8 Estoppel Certificate. Within 30 days after written demand therefore by a Lot Owner, the Design Committee shall execute and deliver to the Lot Owner requesting the same an estoppel certificate certifying with respect to the Lot of such Lot Owner that as of the date of the certificate either (a) all improvements and other work within said Lot comply with the Charter and with all restrictions and rules adopted in or pursuant to any Declaration, or (b) that such improvements and work do not so comply for reasons specified in the certificate. Any purchaser or mortgagee of a Lot may rely on such certificate with respect to the matters set forth therein, such matters being conclusive against the Cooperative and all Members of the Cooperative.

7.9 Liabilities. Neither the Design Committee nor any member thereof shall be liable to any Lot Owner or the Cooperative for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member, in accordance with actual knowledge possessed by him has acted in good faith.

## SECTION 8. Enforcement.

8.1 General Provisions. The Cooperative or any Lot 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 Charter or any Declaration. Failure by any such person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Violation of Declaration by Non-Qualifying Improvement. In the event any Lot Owner constructs or permits to be constructed on his Lot an improvement contrary to the provisions of a Declaration or in the event that a Lot Owner maintains or permits any improvements, condition or thing on his Lot contrary to the provisions of a Declaration, the Cooperative may no sooner than 60 days after the delivery to such Lot Owner of written notice of the violation, enter upon the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of such Declaration in such manner

as to make it conform thereto. The Cooperative may charge such Lot Owner for the entire cost of the work done by it pursuant to this section. Such amounts shall become payable upon delivery by the Cooperative to the Lot Owner of notice of the amount due.

8.3 Default in Payment of Assessments and Charges. Each assessment or charge levied or imposed pursuant to the Bylaws of the Cooperative, the Charter or any Declaration, together with interest thereon, shall be a separate, distinct and personal debt and obligation of the Member of the Cooperative or Lot Owner against whom the assessment or charge is levied or imposed or from whom the amount is due. If the Member or Lot Owner fails to pay any such assessment or any installment thereof when due the Member or Lot Owner shall be in default and the assessment or charge not paid together with interest, costs and attorneys' fees as elsewhere provided for herein shall become a lien upon the Lot or Lots owned or occupied by the person from whom the assessment or charge is due upon the filing by the Cooperative in the records of mortgages of Lane County, Oregon, a notice of lien setting forth the amount due and a description of the Lot against which the lien is imposed. Such lien shall be subordinate to any lien of any mortgage upon any Lot which is accepted in good faith and for value and which was recorded prior to the filing of the notice of lien. The Cooperative may commence proceedings to foreclose any such lien in the same manner as liens created by ORS 87.010 at any time within six years following the date of such filing.

8.4 Interest. Any amount not paid to the Cooperative when due in accordance with the Charter or any Declaration shall bear interest from the date due until paid at the rate of 12 percent per annum.

8.5 Expenses and Attorneys' Fees. In the event that the Cooperative shall bring any suit or action to enforce any provision contained in the Charter or in a Declaration to collect any money due to it thereunder or to foreclose a lien, the defendant in such suit or action shall pay to the Cooperative all costs and expenses which the Cooperative shall incur in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorneys' fees therein, including attorneys' fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

8.6 Nonexclusiveness and Accumulation of Remedies. Election by the Cooperative to pursue any remedy provided for the violation of any provisions of this Charter or any Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted thereunder or which is permitted by law. The remedies provided in this Charter and in any Declaration are not intended to be exclusive but shall be in addition to all other remedies, including actions for damage or suits for injunctions or for specific performance available under applicable law.

## SECTION 9. Miscellaneous Provisions.

9.1 Amendment, Repeal and Additions. Any provision of this Charter may at any time be amended or repealed or provisions may be added by approval of any two members of the Design Committee with the approval of 2/3 of the Members of the Cooperative voting in a formal vote of the members.

Any amendment or repeal of a provision of the Charter or additional provision shall become effective only upon the filing in the records of Lane County, Oregon of, a certificate signed by any two members of the Design Committee setting forth in full the amendment, additional provisions or repeal approved as provided in this section and certifying that said amendment, amendments, additional provisions or repeal have been approved in the manner required therefore herein. A copy of each such certificate shall be sent to all Lot Owners within 30 days after it is filed in the records of Lane County, Oregon; and a current copy of the Charter as amended shall be kept on file at the principal office of the Cooperative at all times.

9.2 Mediation. If any dispute, claim, controversy, or disagreement arises out of or relating to enforcement of the Charter, the disagreement shall first be submitted to mediation before arbitration or any other legal proceeding. Either party may commence the mediation process by providing to the other party Notice (Initial Notice), setting forth the subject of the dispute, claim or controversy; the relief requested; and the names of five (5) independent, neutral mediators. Within ten (10) days after the receipt of the foregoing Notice, the other party shall deliver a written response to the initiating party's Notice including selection of the one of the suggested mediators. The initial mediation session shall be held within thirty (30) days after the Initial Notice. The party's agree to equally share the costs and expenses of the mediation (which shall not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further acknowledge and agree that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; provided, however, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The parties further agree that their respective good faith participation in at least four (4) hours of mediation within 60 days of the initial request is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

9.3 Enforcement. At the discretion of the Design Committee enforcement of the Charter may be suspended in cases where such enforcement of the Charter will cause considerable hardship to the owner, resident, or property.

9.4 Construction; Severability; Number; Captions. The Charter shall be construed as an entire document to accomplish the purposes stated in the introductory paragraphs of the Charter. Nevertheless, each provision of the Charter shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context

requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of the Charter.

9.5 Notices. Any notice permitted or required by the Charter or any Declaration may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished 24 hours after the notice has been deposited as certified or registered mail in the United States mail, with postage prepaid, addressed as follows:

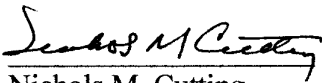
(a) If to the Cooperative, the Design Committee or the Community Developer: P.O. Box 192, Cottage Grove, Oregon 97424; or to such other address as may be designated in the Cerro Gordo Rules.

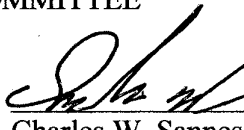
(b) If to a Lot Owner or a Member of the Cooperative, at the address of his Lot within Cerro Gordo Ranch, or at such other address as he shall deliver in writing to the Cooperative from time to time.

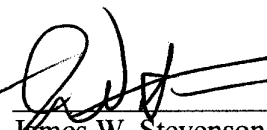
The foregoing Amendment to the Cerro Gordo Charter is hereby certified as true and as having been approved by action of the Design Committee as required by Section 9.1 of the Cerro Gordo Charter and with the approval of 2/3 of the Members of the Cooperative who voted in a formal vote of the members.

Dated January 7, 2016.

CERRO GORDO DESIGN COMMITTEE

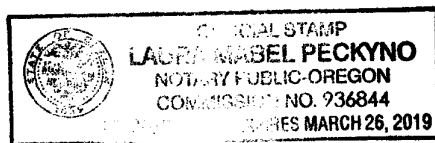
  
Nichols M. Cutting

  
Charles W. Sannes

  
James W. Stevenson

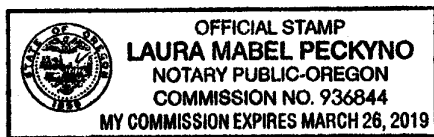
STATE OF OREGON, County of Benton) ss.

This instrument was acknowledged before me on Jan 19, 2016,  
by Nichols M. Cutting as a member of the Cerro Gordo Design Committee.



  
Notary Public for Oregon

My commission expires: March 26, 2019



STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on Jan 13<sup>th</sup>, 2016,  
by Charles W. Sannes as a member of the Cerro Gordo Design Committee.



Jessica A. Benner  
Notary Public for Oregon  
My commission expires: Nov. 05, 2018

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on January 7, 2016,  
by James W. Stevenson as a member of the Cerro Gordo Design Committee.



Jessica A. Benner  
Notary Public for Oregon  
My commission expires: Nov. 05, 2018

CERRO GORDO COOPERATIVE, INC.

Eric Thurston  
By Eric Thurston, President

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on Jan 13<sup>th</sup>, 2016,  
by Eric Thurston as President of the Cerro Gordo Cooperative, Inc.



Jessica A. Benner  
Notary Public for Oregon  
My commission expires: Nov. 05, 2018

EXHIBIT A  
LEGAL DESCRIPTION  
(Cerro Gordo Ranch)

That certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Lane and State of Oregon, described as follows, to-wit:

The West one-half of the Southeast quarter and the East one-half of the Southwest quarter of Section 21, the South one-half of the South one-half of Section 29 and all of Section 28, except Government Lot 9 of Section 28 and except that portion of the Greenbury VanSchoiack Donation Land Claim No. 41, lying in said Section 28, Township 20 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon;

ALSO: Beginning at the intersection of the Southerly East line of the Terrence McMurry Donation Land Claim No. 45, Township 20 South, Range 2 West of the Willamette Meridian, with the North line of Section 33 of said Township and Range; thence South along said East line to the South Southeast corner of said Claim No. 45; thence South 89° 26' West on the South line of said Claim No. 45 to the Northerly boundary line of that tract conveyed to the United States of America by Deed recorded October 17, 1941, in Book 222, Page 528, Lane County Oregon Deed Records; thence Westerly along said Northerly boundary and said Northerly boundary as described by Deed recorded March 20, 1942, in Book 229, Page 244, Lane County Oregon Deed Records; to the intersection of said boundary line with the East line of the John W. Cole Donation Land Claim No. 39 of said Township and Range; thence North along said East line to the North line of Section 32 of said Township and Range; thence East along the North line of Sections 32 and 33 to the point of beginning, in Lane County, Oregon.

EXHIBIT B  
CERRO GORDO RULES

The following Cerro Gordo Rules are set forth below:

- (a) Pets: Pets shall be limited to those that are kept within their owners' dwelling unit and do not create noise or other problems for neighboring residents or wildlife. No dogs shall be permitted with the exception of seeing eye dogs for those who can demonstrate a need for them. Each dwelling unit shall have no more than one cat, which shall be neutered.
- (b) Pesticides: Only those pesticides (insecticides, herbicides, fungicides, etc.) approved by the National Organic Program (NOP) or the Organic Materials Review Institute (OMRI) shall be used at Cerro Gordo.
- (c) Vehicles: No motorized vehicles are allowed on trails or meadows.
- (d) Hunting: No hunting is allowed at Cerro Gordo.
- (e) Open Fires: No open fires except in designated fire pits served by water.
- (f) Roads: In order to make Cerro Gordo a safe and quiet place to live, and to keep maintenance costs down, drive slowly and carefully on the right side of the road (not down the middle) on all of Cerro Gordo's roads. The speed limit on Cerro Gordo Road and Ross Lane is 20 mph.
- (g) Trash, recyclable items, and compost: No lot shall be used for accumulating trash or rubbish of any kind. Composting and recycling is encouraged and shall be kept in appropriate areas and containers.
- (h) Exterior lights: Exterior lights shall be hooded so as not to shine toward neighboring houses.
- (i) Wildfire protection: Be advised that Oregon has passed the Oregon Forestland-Urban Interface Fire Protection Act in order to set standards for the protection of homes in rural areas from catastrophic wildfires. These standards include, but are not limited to the following:
  - Maintain a fuel break immediately adjacent to structures that occupy at least 500 square feet of ground space, for a distance of at least 30 feet, or to the property line, whichever is the shortest distance.
  - Remove any portion of a tree which extends to within 10 feet of the outlet of a structure chimney or a stove pipe.
  - Maintain dry grass to an average height of less than four inches.
  - Maintain the portion of any tree which overhangs a structure substantially free of dead plant material. Also remove the accumulation of leaves and other potentially flammable debris that may be on roofs or gutters.
  - During times of the year when wildfire may be a threat, locate firewood, flammable building materials, and other flammable material at least 20 feet away from a structure or in a fully enclosed space.
  - Maintain the area under decks substantially free of firewood, stored flammable building material, leaves, needles, and other flammable material.
  - Maintain a fuel break along driveways or roadways that are greater than 150 feet long. This fuel break shall extend 10 feet on either side of the centerline of the road or driveway or to the property line, whichever is the shortest distance.

For further details see the Administrative Rules 629-044-1000 to 629-044-1110 for the Oregon Forestland-Urban Interface Fire Protection Act or the flyer entitled "6 Steps to Wildfire Protection" from the Oregon Department of Forestry.

- (j) Conservation: In support of the neighboring conservation lands, if a plant species of concern that could threaten the conservation values on the neighboring conservation lands is beginning to get established, then lot owners will allow Cerro Gordo Stewardship or its assigns to enter upon their lot in cooperation with them to eradicate the species of concern at Cerro Gordo Stewardship's expense.
- (k) Parking: No unreasonable parking problems shall be created by visitors for surrounding residents and parking for visiting activities shall not inhibit emergency access.
- (l) Businesses: Business activity shall not constitute a nuisance or hazard, be offensive, or threaten the security or safety of others.
- (m) Noise: As a basically secluded sanctuary designed to live in harmony with our natural environment and each other, it is important to be mindful of the impact of intrusive noise on wildlife, neighbors and other members of the community. Whereas there are noise standards in the Lane County Codes, which apply to our community, we believe that it is more important to notify neighbors and others whenever there is an event or activity that is going to generate a significant amount of noise for a prolonged period of time. Since definitions of what is significant and what is a prolonged period of time may differ in the eyes of different people, it is important to discuss such matters ahead of time and to the best extent possible find ways to mitigate the intrusive effect of noise on others.