

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, or the Owner of any recorded mortgage on any part of said Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or thereafter imposed by the provisions of this Declaration, provided that the party seeking to enforce can show that its interests are adversely affected to some material degree by the failure to enforce Failure by the Association, or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** Any of the covenants and restrictions of this Declaration except for the easements and maintenance obligations herein above granted may be amended by a vote of seventy-five percent (75%) of Class A members and eighty-five (85%) of Class B members of the Association called at a meeting for that purpose; provided, however, that no condition or restriction that is required for compliance with a city, state, or federal agency approval of the subdivision development shall be amended without the written consent of such public entity. All amendments shall become effective when reduced to writing, executed by the appropriate Association officers and recorded in the Lane County Deed Records

**Section 4. No Right of Reversion.** Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion.

**Section 5. Benefit of Provisions; Waiver.** The provisions contained in this Declaration shall bind and inure to the benefit of the Declarant, the Association, and the Owner or Owners of any portion of said Property, and their heirs and assigns, and each of their legal representatives, and failure by Declarant or by the Association or by any of the property Owners or their legal representatives, heirs, and successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so

**Section 6. Assignment by Declarant.** Any or all rights, powers, and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given and assumed by Declarant herein. All rights of Declarant herein reserved or created shall be held and exercised by the undersigned alone, so long as they own any interest in

