

Washington County, Oregon

02/14/2002 04:10:23 PM

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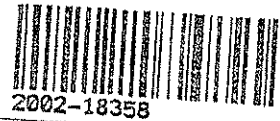
Jerry R. Hanson, Director of Assessment and Taxation,  
Ex-Officio County Clerk

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
STRATHMOOR SUBDIVISION**

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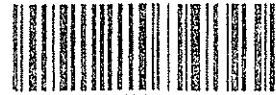
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## TABLE OF CONTENTS

ARTICLE I - DEFINITIONS .....	1
ARTICLE II - STRATHMOOR HOMEOWNERS' ASSOCIATION, INC. ....	5
SECTION 2.1    MEMBERSHIP.....	5
SECTION 2.2    VOTING RIGHTS.....	5
SECTION 2.3    SUSPENSION .....	6
SECTION 2.4    FUNDING .....	6
SECTION 2.5    ANNUAL ASSESSMENT OR CHARGE UNITS OWNED BY CLASS A MEMBERS.....	6
SECTION 2.6    UNITS ON LOTS OWNED BY DECLARANT.....	7
SECTION 2.7    PURPOSES OF MAINTENANCE FUND.....	7
SECTION 2.8    RESERVE FUNDS.....	8
SECTION 2.9    LIMITED ASSESSMENTS.....	9
SECTION 2.10   NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.....	9
SECTION 2.11   SUBORDINATED LIEN TO SECURE PAYMENT.....	9
SECTION 2.12   ADDITIONAL ASSESSMENTS.....	10
SECTION 2.13   ASSESSMENTS FOR SHARED DRIVEWAYS.....	10
SECTION 2.14   ASSESSMENTS PARTICULAR TO TYPE 1 LOTS.....	11
SECTION 2.15   SHARED DRIVEWAY RESERVE FUND.....	11
SECTION 2.16   TYPE 1 LOT RESERVE FUND.....	12
SECTION 2.17   PUBLIC ACCESS RESERVE FUND.....	12
SECTION 2.18   REALLOCATION UPON ANNEXATION OF PROPERTY.....	13
ARTICLE III - GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS.....	14
SECTION 3.1    INTERIM BOARD.....	14
SECTION 3.2    PURPOSE OF MAINTENANCE FUND.....	14
SECTION 3.3    POWERS AND DUTIES OF BOARD.....	15
SECTION 3.4    BOARD POWERS EXCLUSIVE.....	16
SECTION 3.5    MAINTENANCE CONTRACTS.....	16
ARTICLE IV - COMMON MAINTENANCE AREAS .....	16
SECTION 4.1    ASSOCIATION TO HOLD.....	16
SECTION 4.2    LIABILITY INSURANCE; CASUALTY INSURANCE.....	16
SECTION 4.3    CONDEMNATION.....	17
SECTION 4.4    MAINTENANCE OF COMMON MAINTENANCE AREAS.....	17
SECTION 4.5    MAINTENANCE PARTICULAR TO SHARED DRIVEWAYS.....	18
SECTION 4.6    MAINTENANCE PARTICULAR TO TYPE 1 LOTS.....	18
SECTION 4.7    PROHIBITED ACTIVITIES.....	20
ARTICLE V - ARCHITECTURAL REVIEW .....	20
SECTION 5.1    ARCHITECTURAL CONTROL COMMITTEE.....	21
SECTION 5.2    ARCHITECTURAL MANUAL.....	21
SECTION 5.3    SCOPE OF REVIEW .....	21
SECTION 5.4    SUBMISSION OF PLANS.....	21
SECTION 5.5    PLAN REVIEW.....	22
SECTION 5.6    NON-CONFORMING STRUCTURES.....	22
SECTION 5.7    IMMUNITY OF ACC MEMBERS.....	22
SECTION 5.8    LIMITED REVIEW.....	22
SECTION 5.9    ADDRESS FOR NOTICE.....	23

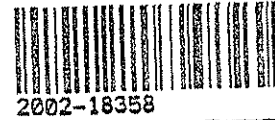


2002-18358

<b>ARTICLE VI - EASEMENTS</b>	23
SECTION 6.1 UTILITY EASEMENTS	23
SECTION 6.2 DECLARANT'S EASEMENT TO CORRECT DRAINAGE	23
SECTION 6.3 EASEMENT FOR UNINTENTIONAL ENCROACHMENT	23
SECTION 6.4 ENTRY EASEMENT	24
SECTION 6.5 RESERVED EASEMENTS	24
SECTION 6.6 TEMPORARY COMPLETION EASEMENT	24
SECTION 6.7 PERIMETER FENCE EASEMENT	24
SECTION 6.8 MAINTENANCE EASEMENTS	25
SECTION 6.9 PUBLIC ACCESS EASEMENTS	25
SECTION 6.10 PARKING EASEMENT	25
SECTION 6.11 PRIVATE DRIVEWAY EASEMENT	25
SECTION 6.12 PLAT EASEMENTS	25
<b>ARTICLE VII - USE, OCCUPANCY, CASUALTY, AND INSURANCE</b>	25
SECTION 7.1 RESIDENTIAL USE	25
SECTION 7.2 COMMERCIAL, INSTITUTIONAL, OR OTHER NON-RESIDENTIAL USES	26
SECTION 7.3 GARAGE SALES	26
SECTION 7.4 DECLARANT USE	26
SECTION 7.5 OWNER INSURANCE	26
SECTION 7.6 CASUALTY TO SHARED DRIVEWAYS	27
SECTION 7.7 CASUALTY TO TYPE 1 LOTS	27
<b>ARTICLE VIII - PROPERTY RIGHTS</b>	28
SECTION 8.1 OWNER'S USE AND OCCUPANCY	28
SECTION 8.2 OWNERS' EASEMENTS OF ENJOYMENT	28
SECTION 8.3 EFFECT OF DECLARATION	29
SECTION 8.4 REZONING PROHIBITED	29
SECTION 8.5 LOT CONSOLIDATION AND DIVISION	29
SECTION 8.6 DRAINAGE ALTERATION PROHIBITED	29
SECTION 8.7 PRIVATE UTILITIES	29
SECTION 8.8 DAMAGE OR DESTRUCTION BY OWNER	30
SECTION 8.9 IRRIGATION OF TYPE 1 LOT	30
<b>ARTICLE IX - USE RESTRICTIONS</b>	30
SECTION 9.1 USE OF LANDSCAPED AREAS	31
SECTION 9.2 INTERIOR WALLS	31
SECTION 9.3 EXTERIOR LIGHTING OR NOISE-MAKING DEVICES	31
SECTION 9.4 PARKING ON SHARED DRIVEWAYS	31
SECTION 9.5 STRUCTURAL INTEGRITY OF BUILDING STRUCTURES	31
SECTION 9.6 NUISANCES	31
SECTION 9.7 DEVELOPMENT ACTIVITY	32
SECTION 9.8 TEMPORARY STRUCTURES	32
SECTION 9.9 SIGNS	32
SECTION 9.10 CAMPERS, BOATS, RECREATIONAL VEHICLES, COMMERCIAL VEHICLES, AND OTHER NON-PASSENGER VEHICLES	33
SECTION 9.11 PETS, LIVESTOCK AND POULTRY	34
SECTION 9.12 GARBAGE AND REFUSE DISPOSAL	34
SECTION 9.13 SIGHT DISTANCE EASEMENTS	35
SECTION 9.14 PARKING	35
SECTION 9.15 COMMERCIAL OR INSTITUTIONAL USE	35
SECTION 9.16 DETACHED BUILDINGS	35
SECTION 9.17 FENCES AND HEDGES	35



SECTION 9.18	GENERAL LANDSCAPING AND EXTERIOR MAINTENANCE.....	36
SECTION 9.19	ANTENNAE, SATELLITE DISHES AND SOLAR COLLECTORS.....	36
SECTION 9.20	CLOTHES HANGING DEVICES.....	37
SECTION 9.21	WINDOW TREATMENT.....	37
SECTION 9.22	OIL AND MINING OPERATIONS.....	37
SECTION 9.23	MAILBOXES.....	37
SECTION 9.24	GARAGES.....	37
SECTION 9.25	SETBACK LINES.....	38
SECTION 9.26	ATHLETIC AND RECREATIONAL FACILITIES.....	38
SECTION 9.27	SECURITY.....	38
SECTION 9.28	WATER AND SEWAGE SYSTEMS.....	38
SECTION 9.29	EXTERIOR HOLIDAY DECORATIONS.....	38
SECTION 9.30	CONSTRUCTION ACTIVITIES.....	39
SECTION 9.31	UNIT HEIGHT.....	39
SECTION 9.32	RETAINING WALLS.....	39
ARTICLE X - PICKETING AND DEMONSTRATIONS.....		40
SECTION 10.1	PROHIBITIONS.....	40
SECTION 10.2	ACCEPTANCE OF PROHIBITIONS.....	40
ARTICLE XI - ANNEXATION.....		40
SECTION 11.1	ANNEXATION BY DECLARANT.....	40
SECTION 11.2	ANNEXATION BY ACTION OF MEMBERS.....	42
SECTION 11.3	NO DUTY TO ANNEX.....	42
ARTICLE XII - GENERAL.....		42
SECTION 12.1	REMEDIES.....	42
SECTION 12.2	FINES IMPOSED BY THE ASSOCIATION.....	43
SECTION 12.3	TERM AND AMENDMENTS.....	43
SECTION 12.4	FHA/VA APPROVAL OF AMENDMENTS.....	44
SECTION 12.5	REGULATORY AMENDMENTS.....	44
SECTION 12.6	SEVERABILITY.....	45
SECTION 12.7	RIGHTS AND OBLIGATIONS.....	45
SECTION 12.8	MISCELLANEOUS PROVISIONS.....	45
SECTION 12.9	PERSONAL PRONOUNS.....	46
SECTION 12.10	HEADINGS.....	46
SECTION 12.11	CONFLICTS.....	46
SECTION 12.12	PARTIAL INVALIDITY.....	46



DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
STRATHMOOR SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR STRATHMOOR SUBDIVISION (this "Declaration"), to be effective upon its recording in Washington County, Oregon, is made and executed on the date hereinafter set forth by CENTEX HOMES, a Nevada general partnership, hereinafter referred to as the "Declarant".

WITNESSETH

Declarant is the owner of certain real property in Washington County, Oregon, described on Exhibit "A" attached hereto and incorporated herein by reference; and

Declarant desires to create a Class I planned community known as STRATHMOOR on the land described on Exhibit "A" as shown on the duly recorded plat of STRATHMOOR and on such other land as may be added thereto pursuant to the terms and provisions of this Declaration. The community shall be subject to ORS 94.550 to 94.783.

NOW THEREFORE, the Declarant declares that the real property described on attached Exhibit "A" shall be held, sold, hypothecated, and conveyed subject to the covenants, conditions, and restrictions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

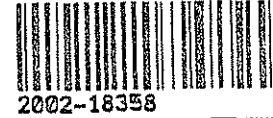
ARTICLE I - DEFINITIONS

Section 1.1 "Association"

"Association" shall mean the Strathmoor Homeowners' Association, Inc., an Oregon nonprofit corporation established for the purposes set forth herein.

Section 1.2 "Board"

"Board" shall mean the Board of Directors of the Strathmoor Homeowners' Association, Inc.



Section 1.9 "Declarant"

"Declarant" shall mean Centex Homes, its successors and assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.10 "Declaration"

"Declaration" shall mean this Declaration of Protective Covenants, Conditions, and Restrictions for Strathmoor Subdivision and any amendments and supplements thereto made in accordance with its terms.

Section 1.11 "Directors"

"Directors" shall mean the Board of Directors of the Association.

Section 1.12 "Improvement"

"Improvement" shall mean every structure or improvement of any kind, including, but not limited to, a Unit, landscaping, fences, wall, driveways, fixtures, shelters, or other product of construction efforts (including painting, alterations, and reconstruction) on or with respect to Strathmoor.

Section 1.13 "Landscaped Areas"

"Landscaped Areas" shall mean all landscaped portions of Type 1 Lots other than those portions occupied by a Building Structure or containing paved driveways, sidewalks, fences, or walkways.

Section 1.14 "Lot"

"Lot" shall mean any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family home sites, with the exception of the Common Areas and areas deeded to a governmental authority or utility, together with all improvements thereon.

Section 1.15 "Owner"

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.



Section 1.16 "Planter Strip"

"Planter Strip" shall mean that strip of real property located in the right-of-way of a public street or private street bounded by the curb and extending over and across the right-of-way to the right-of-way line, together with all Improvements thereon, such as landscaping therein, including, without limitation, trees, shrubs, grass and groundcover; fencing and walls; lighting; and irrigation systems.

Section 1.17 "Plat"

"Plat" shall mean the duly recorded plat of Strathmoor, recorded in the Plat Records of Washington County, Oregon contemporaneously herewith.

Section 1.18 "Private Utilities"

"Private Utilities" shall mean utilities including but not limited to gas, electric, water, sewer, storm water, cable, and telecommunication service lines that are not public utilities.

Section 1.19 "Property"

"Property" shall mean the real property described on the attached Exhibit "A", and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 1.20 "Shared Driveways"

"Shared Driveways" shall mean Tract D, Tract E and Tract F, and the portion of those Lots with private driveway easements thereon as provided in Section 6.11.

Section 1.21 "Shared Driveway Lot"

"Shared Driveway Lot" shall mean those Lots that benefit from the Shared Driveways as provided in Sections 2.15, 4.5.B, and other applicable sections of this Declaration.

Section 1.22 "Tract"

"Tract" shall mean a parcel of land shown on the Plat and denoted by the word "Tract." All Tracts shall be owned and maintained by the Association.



Section 1.23 "Turnover Meeting"

"Turnover Meeting" shall be the meeting of the Owners called by the Declarant pursuant to the Bylaws, to turn over control of the Association to the Class A members.

Section 1.24 "Type 1 Lot"

"Type 1 Lot" shall mean any one of Lots 5 through 12 and Lots 35 through 42 as shown on the Plat, and "Type 1 Lots" shall mean all of such Lots.

Section 1.25 "Type of Lot"

"Type of Lot" shall mean a Type 1 Lot as well as any other distinct Type of Lot identified as other than a Type 1 Lot in any Declaration of Annexation.

Section 1.26 "Unit"

"Unit" shall mean any residential dwelling situated upon any Lot.

**ARTICLE II - STRATHMOOR HOMEOWNERS' ASSOCIATION, INC.**

Section 2.1 Membership

The Declarant and every Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B as described in Section 2.2.

Section 2.2 Voting Rights

The Association shall have two (2) classes of voting membership:

A. Class A

Class A members shall be all Owners with the exception of Declarant (except that beginning on the date on which Class B membership is converted to Class A membership, and thereafter, Class A members shall be all Owners, including Declarant) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot. If the co-Owners of a Lot cannot agree upon the vote, the vote of the Lot shall be disregarded in determining the proportion of votes with respect to the particular matter at issue.





B. Class B

The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot it owns.

Section 2.3 Suspension

All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default under this Declaration, the Bylaws or the Rules and Regulations of the Association.

Section 2.4 Funding

Subject to the terms of this Article II, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (i) annual or periodic assessments or charges; and (ii) special assessments for capital improvements to the Common Areas and Common Maintenance Areas, such assessments to be established and collected as hereinafter provided. The annual or periodic assessments shall include any reserve assessments necessary to establish and maintain any reserve funds created under Section 2.8. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The annual and special and other assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

Section 2.5 Annual Assessment or Charge Units Owned by Class A Members

Subject to the terms of this Article, each improved Lot is hereby subject to an initial assessment in an amount not to exceed an amount determined by the Board (until such assessment charge shall be modified as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "maintenance fund" for matters described under Section 2.7, the "reserve fund" for matters described under Section 2.8, as well as any other funds contemplated under this Declaration, such as funds for assessments and charges: (i) on Shared Driveways under Section 2.13 and Section 2.15, (ii) on Type 1 Lots under Section 2.14 and Section 2.16, (iii) on public access areas under Section 2.17, as well as (iv) a fund established to hold funds from Limited Assessments (defined below), or any other fund called for by this Declaration or a Declaration of Annexation. Charges and assessments for funding such funds will be paid by the Owner or Owners of each such Lot in advance in monthly,



### Section 1.3 Building Structure

"Building Structure" shall mean a complete independent building structure situated on two (2) or four (4) Type 1 Lots. A Building Structure is comprised of contiguous Units, with each Unit situated on a separate Type 1 Lot and including, without limitation, garage structures.

### Section 1.4 "Bylaws"

"Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit D, as amended from time to time. The Bylaws shall be adopted pursuant to ORS 94.625 and recorded in the Deed Records of Washington County, Oregon.

### Section 1.5 "Common Areas"

"Common Areas" as used herein, shall mean only that portion of the Property that is established for the common use and benefit of the Strathmoor subdivision and shall be conveyed to the Association for the use and benefit of the Owners, including the Tracts more particularly described in Exhibit B.

### Section 1.6 "Common Maintenance Areas"

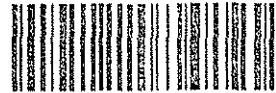
"Common Maintenance Areas" shall mean the Common Areas, and may mean any areas within public rights-of-way, easements (public and private), Tracts or other property that the Board deems necessary or appropriate to maintain for the common benefit of the members, including without limitation, those areas described in Sections 4.4 and 4.5.

### Section 1.7 "Conversion Date"

"Conversion Date" shall be the date upon which Class "B" membership shall cease and be converted to Class "A" membership. Such date shall be the date which is the earlier of (i) the date at which seventy-five percent (75%) of the total Lots anticipated to be created within the subdivision have been conveyed to Class "A" members; or (ii) ten (10) years after conveyance of the first Lot to a Class "A" member.

### Section 1.8 "County"

"County" shall mean Washington County, Oregon.



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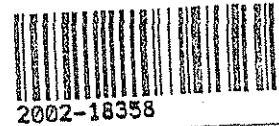
quarterly or annual installments, commencing as to all Lots upon the recordation of this Declaration. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board at least thirty (30) days in advance of each assessment period. Said rate may be adjusted within the limit permitted by the Bylaws from time to time by the Board as the needs of the Association may, in the judgment of the Board, require. Assessments shall be assessed equally as between Lots that benefit from the services or Improvements giving rise to the assessment, except where expressly provided in this Declaration or any Declaration of Annexation for Strathmoor Subdivision. The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

#### Section 2.6 Units on Lots Owned by Declarant

The Declarant owning unimproved Lots or Units that are not occupied shall pay assessments at the same rate as the annual assessment charged to Owners so long as there is a Class B membership as set forth in Section 2.2.

#### Section 2.7 Purposes of Maintenance Fund

The Association shall establish a maintenance fund composed of annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance Areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: (i) normal, recurring maintenance of the Common Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for landscaping) and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Maintenance Areas; (ii) perpetual maintenance, repair, and enhancement for any fences, columns, walls, grounds, landscaping, lights, irrigation systems, and entry monuments; (iii) perpetual maintenance of storm water quality/quantity pond facilities within or which serve the Property; (iv) payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the maintenance fund applies; (v) payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; (vi) and all other activities necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgment of the Board in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith.



## Section 2.8 Reserve Funds

### A. Reserve Fund for Replacing Common Maintenance Areas.

Declarant shall in addition establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Common Maintenance Area and any improvements located in, on, or under the Common Maintenance Area for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years, including without limitation, perimeter fencing, but excluding those items funded from the Shared Driveway Reserve Fund, Type 1 Lot Reserve Fund and the Public Access Reserve Fund. The reserve account need not include those items that could reasonably be funded from the maintenance fund or for which one or more Owners are responsible for maintenance and replacement under this Declaration or the Bylaws. Assessments for the reserve fund under this Section shall begin accruing from the date the first Lot assessed is conveyed. Declarant may elect to defer payment of the amounts due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments.

For purposes of funding the reserve fund, the Association shall impose an assessment to be called the "Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. However, nothing shall limit the authority of the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund Assessment and that relate to only a particular Type of Lot, as opposed to Reserve Fund Assessments, which relate only to the Common Maintenance Areas. The reserve fund shall be kept separate from other funds and may be used only for maintenance, repair, and replacement of Common Maintenance Area for which reserves have been established as specified in this Section. However, after the turnover meeting, the Board may borrow funds from the reserve account to meet high seasonal demands on the regular operating funds or to meet other unexpected increases. Funds borrowed to meet unexpected increases under this Section shall be repaid from regular annual or special assessments if the Board has adopted a resolution, which may be an annual continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period. The Association shall administer the reserve fund and may adjust the amount of the periodic payments into it to reflect changes in current replacement costs over time as indicated by the reserve study or update (as discussed in Section 2.8.(B) below), and may provide for other reserve items that the Board, in its discretion, deems appropriate. Following the second year after the turnover meeting, future assessments for the reserve fund may be reduced or increased by an affirmative vote of Owners of at least seventy-five percent (75%) of the Lots. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board. The amount of the reserve fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

### B. Reserve Study.

The Board shall annually conduct a reserve study, or review and update an existing study, of the Common Maintenance Area components to determine the requirements of the reserve fund described in Section 2.8.A above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

### Section 2.9 Limited Assessments

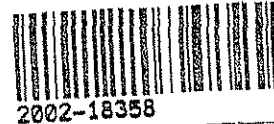
In addition to the other assessments set forth herein, the Association shall have the authority to levy assessments to satisfy the common expenses of a particular project or effort undertaken by the Association that benefits some, but less than all, of the Lots (such assessments, "Limited Assessments"). Limited Assessments shall be levied against the Owners of those Lots that benefit from the project or effort undertaken by the Association. An example, for illustrative purposes only and not as a limitation, of a project or effort giving rise to a Limited Assessment, is maintenance or repair of a tract of property that benefits and serves certain Lots, but not other Lots.

### Section 2.10 Non-payment of Assessments: Remedies of the Association

Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate of interest allowed by Oregon law at the time of the non-payment. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of Owner's property.

### Section 2.11 Subordinated Lien to Secure Payment

To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual Lots as provided in this Article II, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot; and further provided that as a condition precedent to any



proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, the Association shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage lienholder by prepaid U.S. registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof. The provisions regarding the attachment, notice, recordation, and duration of liens established on real property under ORS 94.709 shall apply to the Association's lien. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due before such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Washington County, Oregon.

#### Section 2.12 Additional Assessments

In addition to the periodic assessments described in this Article II, the Association shall have the authority to assess an Owner for costs and expenses incurred by the Association for corrective action which is required as a result of the willful or negligent actions or omissions of such Owner or such Owner's family members, tenants, guests, contractors or invitees. Each such additional assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, a continuing lien upon the Lot, and the personal obligation of the Owner in the manner described in Section 2.5 for annual and special assessments.

#### Section 2.13 Assessments for Shared Driveways

In addition to other assessments provided in this Declaration, each Type 1 Lot benefited by a Shared Driveway, as designated in Section 4.5.B below ("Shared Driveway Lot"), shall be assessed a Limited Assessment in an amount determined by dividing (i) the aggregate annual amount established by the Association pursuant to Section 2.5 with respect to the maintenance, repair and insurance requirements applicable to each Tract constituting a Shared Driveway by (ii) the sum of the number of Shared Driveway Lots. Declarant shall establish an account for assessments relating to Shared Driveways, and all assessments collected pursuant to this Section 2.13 shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance, repair and insurance requirements of the Shared Driveways and for no other purpose unless at least seventy-five percent (75%) of the Owners of all Shared Driveway Lots benefited by Shared Driveways shall consent in writing thereto.



#### Section 2.14 Assessments Particular to Type 1 Lots

In addition to other assessments provided this Declaration, each Type 1 Lot shall be assessed a Limited Assessment in an amount determined by dividing (i) the aggregate annual amount established by the Association pursuant to Section 2.5 with respect to the maintenance, repair and insurance requirements applicable to each Type 1 Lot by (ii) the number of all Type 1 Lots. Declarant shall establish an account for such assessments, and all assessments collected pursuant to this Section 2.14 shall be deposited into such account. The funds held in such account shall be used exclusively for the maintenance and repair items and the insurance requirements and for no other purpose unless at least seventy-five percent (75%) of the Owners of all Type 1 Lots shall consent in writing thereto.

#### Section 2.15 Shared Driveway Reserve Fund

In addition to the reserve fund established hereunder for the Common Maintenance Areas, Declarant shall establish a reserve fund in the name of the Association for replacement, in whole or in part, of the Shared Driveways for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty (30) years. The reserve account need not include those items that could reasonably be funded from a maintenance fund or limited assessment. Assessments for the reserve fund under this Section shall begin accruing from the date the first Shared Driveway Lot assessed is conveyed. Declarant may elect to defer payment of the amounts due on Shared Driveway Lots it owns until the date of the conveyance of the Shared Driveway Lot to an Owner, but Declarant may not defer payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments. For purposes of funding this reserve fund, the Association shall impose an assessment to be called the "Shared Driveway Lot Reserve Fund Assessment" against each Shared Driveway Lot, which assessment shall be spread equally over the Shared Driveway Lots. The reserve fund for Shared Driveway Lots shall be kept separate from other funds and may be used only for maintenance, repair, and replacement of Shared Driveways for which reserves have been established as specified in this Section. The Association shall administer the Shared Driveway Lot reserve fund and shall adjust at least annually the amount of the periodic payments into it to reflect changes in current replacement costs over time. Following the second year after the turnover meeting, future assessments for the Shared Driveway Lot reserve fund may be reduced or increased by an affirmative vote of Owners of at least seventy-five percent (75%) of the Shared Driveway Lots. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board. The amount of the Shared Driveway Lot reserve fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner. The Board shall annually conduct a reserve study, or review and update an existing study, of the Shared Driveways to determine the requirements of the reserve fund described in this Section. The Shared Driveway Lot reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its



useful life; and (d) a thirty (30)-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

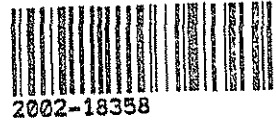
#### Section 2.16 Type 1 Lot Reserve Fund

In addition to the reserve fund established under Section 2.8, Declarant shall establish a reserve fund in the name of the Association for replacement, in whole or in part, of those portions of the Type 1 Building Structures for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than three (3) and fewer than thirty years, including exterior painting. The reserve account need not include those items that could reasonably be funded from the maintenance fund. Assessments for the reserve fund under this Section shall begin accruing from the date the first Type 1 Lot assessed is conveyed. Declarant may elect to defer payment of the amounts due on Type 1 Lots it owns until the date of the conveyance of the Type 1 Lot to an Owner, but Declarant may not defer payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments. For purposes of funding this reserve fund, the Association shall impose an assessment to be called the "Type 1 Lot Reserve Fund Assessment" against each Type 1 Lot, which assessment shall be spread equally over the Type 1 Lots. The reserve fund for Type 1 Lots shall be kept separate from other funds and may be used only for maintenance, repair, and replacement of those portions of Building Structures for which reserves have been established as specified in this Section. The Association shall administer the Type 1 Lot reserve fund and shall adjust at least annually the amount of the periodic payments into it to reflect changes in current replacement costs over time. Following the second year after the turnover meeting, future assessments for the Type 1 Lot reserve fund may be reduced or increased by an affirmative vote of Owners of at least seventy-five percent (75%) of the Type 1 Lots. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board. The amount of the Type 1 Lot reserve fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner. The Board shall annually conduct a reserve study, or review and update an existing study, of the Type 1 Building Structure components to determine the requirements of the reserve fund described in this Section. The Type 1 Lot reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a 30-year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

#### Section 2.17 Public Access Reserve Fund.

In addition to the reserve fund established under Section 2.8, Declarant shall establish a reserve fund in the name of the Association for removal, alteration or addition of





Improvements upon Tracts C and N for purposes other than maintenance or repair, including without limitation, removing roadway improvements from Tract N upon termination of the public vehicular easement noted in Section 6.9.B. The reserve account need not include those items that could reasonably be funded from the maintenance fund. Assessments for the reserve fund under this Section shall begin accruing from the date the first Lot assessed is conveyed. Declarant may elect to defer payment of the amounts due on Lots it owns until the date of the conveyance of the Lot to an Owner, but Declarant may not defer payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all reserve assessments. For purposes of funding this reserve fund, the Association shall impose an assessment to be called the "Public Access Improvements Reserve Fund Assessment" against each Lot, which assessment shall be spread equally over the Lots. The reserve fund created in accordance with this Section shall be kept separate from other funds and may be used only for removal, alteration or addition of those Improvements for which reserves have been established as specified in this Section. The Association shall administer the Public Access Improvements reserve fund and shall adjust at least annually the amount of the periodic payments into it to reflect changes in current costs over time. Following the second year after the turnover meeting, future assessments for the Public Access Improvements reserve fund may be reduced or increased by an affirmative vote of Owners of at least seventy-five percent (75%) of the Lots. Any funds established for any of the purposes mentioned in this Section shall be deemed to be a reserve fund notwithstanding that it may not be so designated by the Board. The amount of the Public Access Improvements reserve fund shall constitute an asset of the Association and shall not be refunded or distributed to any Owner unless the Improvements are dedicated and maintained by a public entity. Such dedication must be approved by an affirmative vote of at least seventy-five percent (75%) of the Owners.

#### Section 2.18 Reallocation Upon Annexation of Property

When additional property is annexed to the Property, the Association shall, within sixty (60) days after the annexation, recompute the budget based upon the additional Lots and Common Areas and Common Maintenance Areas and recompute all applicable assessments for each Lot. Newly Lots shall be subject to assessment from the time of annexation of such Lots to the Property. The Association shall send notice of any applicable assessment to the Owners of newly Lots not later than sixty (60) days after the annexation or with the next occurring annual assessment, whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice which shall be not less than thirty (30) days after the date the notice is mailed or at such other time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws. If additional property is annexed to the Property during the Association's fiscal year, the Association shall send notice of and shall collect adjustments to assessments for Lots which were within the Property prior to the annexation. Notice of the adjustment in the assessments shall be sent to such Owners not later than sixty (60) days after the annexation or with the next occurring annual assessment, whichever is sooner. To the extent that any adjustment results in a credit with respect to assessments payable by an Owner, such credit shall be applied toward the next occurring payment or payments of the applicable assessment.



### ARTICLE III - GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS

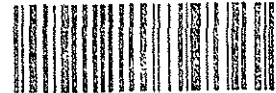
#### Section 3.1 Interim Board

Declarant shall have the right to appoint an interim board of from one (1) to three (3) directors, who shall serve as the Board until replaced by Declarant or until their successors have been elected by the Owners at the Turnover Meeting.

#### Section 3.2 Purpose of Maintenance Fund

The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article II above the following:

- A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- B. Maintenance, repairs, and enhancement of the Common Maintenance Areas and any improvements therein.
- C. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager; provided that a management agreement entered into prior to the Turnover Meeting shall not have a term in excess of three (3) years and shall be terminable without penalty if the Board gives not less than thirty (30) days written notice of termination to the other party not later than sixty (60) days after the Turnover Meeting.
- D. Legal and accounting services.
- E. A policy or policies of insurance insuring the Association and/or its Board and officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board, including a policy or policies of insurance as provided herein in Article IV.
- F. Workers compensation insurance to the extent necessary to comply with any applicable laws.
- G. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- H. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant



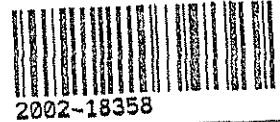
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to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

### Section 3.3 Powers and Duties of Board

The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association and the powers and duties of a non-profit corporation pursuant to the Oregon Nonprofit Corporation Act and a homeowners' association pursuant to ORS 94.630:

- A. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
- B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
- C. To enter into contracts, maintain one (1) or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- D. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- E. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.
- F. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.
- G. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
- H. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- I. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.



#### Section 3.4 Board Powers Exclusive

The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

#### Section 3.5 Maintenance Contracts

The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

### **ARTICLE IV- COMMON MAINTENANCE AREAS**

#### Section 4.1 Association to Hold

Declarant shall convey the Common Areas and all Tracts to the Association, free and clear of financial liens and encumbrances by not later than the Conversion Date. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas, which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. Following the conveyance of the Common Areas to the Association, the dedication, mortgage, or conveyance of any Common Areas shall require the affirmative vote of at least seventy five percent (75%) of the outstanding votes, as well as the approval of FHA and VA (as those terms are defined in Section 11.1(E)) so long as there is Class B membership in the Association. If neither FHA nor VA notifies Declarant or the Association of objections within fifteen (15) days of the date of request for approval, such approval shall be deemed to have been granted.

#### Section 4.2 Liability Insurance; Casualty Insurance

From on and after the date on which title to or responsibility for any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas and in the Common Maintenance Areas. The policy limits shall be as determined by the Board of the Association, but shall include public liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the Board, the Owners and other insureds, as their interests may be determined by the Board, ensuring all against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to all interested parties, as their interests



may be determined. In addition, from and after the date on which the Common Area vests in the Association, the Board shall obtain in the Common Areas and in the Common Maintenance Areas, insurance for all insurable improvements against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief.

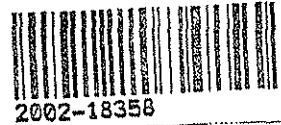
#### Section 4.3 Condemnation

If there is a condemnation or a sale in lieu thereof of all or any portion of the Common Areas or Common Maintenance Areas owned by the Owners, the Association shall represent the Owners in negotiations with the condemning authority. The funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas or Common Maintenance Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. If the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or Common Maintenance Areas or for whatever reason, any remaining funds may be distributed to each Owner based on an equal amount per Lot.

#### Section 4.4 Maintenance of Common Maintenance Areas

The Association will permanently maintain and repair as necessary:

- A. The landscaped areas and the concrete sidewalk within the public right of way of that portion of SW Farmington Road that adjoins Tracts "A" and "N";
- B. The Planting Strips, entry monument signage and other landscaped areas, decorative landscape improvements, if any, as well as the roadway and concrete sidewalk improvements within Tracts "C", and "N";
- C. All landscaping, Planting Strips and concrete sidewalks along the roadways (public or private) within the Property;
- D. The fences along the perimeter of the Property;
- E. Association irrigation lines within the public rights-of-way and street or sidewalk repairs resulting from failure to maintain, repair, or replace such lines; and
- F. Any other area determined by the Board to be in the interest of the Association to maintain.



#### Section 4.5 Maintenance Particular to Shared Driveways

##### A. Generally

Shared Driveways have special rights and obligations pertaining to them, as set forth in this Declaration (and any subsequent declaration of annexation). Under this Declaration, Shared Driveways are private driveways consisting of paved surfaces, striping (where in use), curbing, and drainage systems. Subject to this Section, the Association will permanently maintain, repair, and replace the Shared Driveways, the cost of which shall be borne as provided in Section 2.13, except that snow removal from a Shared Driveway shall be the joint and equal responsibility of the Owners of those Lots that receive the primary benefit of that Shared Driveway, as set forth below.

##### B. Shared Driveway Lots.

Certain Lots receive the primary benefit of certain Shared Driveways, as follows:

<b>Shared Driveways</b>	<b>Primarily Benefited Lots</b>
Tract D & private driveway easement on Lots 4 & 5	Lots 5 and 6
Tract E & private driveway easement on Lots 8 & 9	Lots 7 through 10
Tract F & private driveway easement on Lots 12 & 13	Lots 11 and 12

#### Section 4.6 Maintenance Particular to Type 1 Lots.

Special maintenance provisions applicable to only the Type 1 Lots are hereby established, the cost of which shall be borne as provided in Section 2.14:

##### A. By the Association.

The Association shall be responsible for maintenance of the exteriors of all Building Structures and all Landscaped Areas subject to the terms and conditions of this Section 4.6. Maintenance of the exteriors of Building Structures shall include the painting, staining, restaining, repairing, and replacing of all exterior surfaces, including roofs (but excluding the repair and replacing of exterior doors) and roof overhangs; and maintaining, repairing and replacing exterior lighting fixtures, the exterior portions of chimneys, rain gutters, down spouts, and roof and foundation drainage systems. Maintenance of the Landscaped Areas shall include, among other things, maintaining, repairing, and replacing grass, sod, trees, shrubs and any decorative fencing or other decorative landscape improvements in a neat, clean, and attractive condition and providing appropriate irrigation. The decision as to the nature and extent of maintenance that is required for a particular Building Structure or Landscaped Area, and the timing of such maintenance, shall be solely within the discretion of the Board. The Association shall only be responsible for the landscaping and landscape improvements within the Landscaped



Area installed by the Declarant or the Association, if any. Any landscaping or landscape improvements within the Landscaped Area installed by an Owner must be maintained, repaired and replaced by that Owner, unless the Association agrees in writing to maintain, repair and/or replace such landscaping or landscape improvements. An easement is granted and reserved for the benefit of the Association under Section 6.8 for performance of all activities required or appropriate under this Section.

B. Individually By the Type 1 Lot Owners.

The Association's responsibility to maintain the exteriors of the Building Structures described in Section 4.6.A specifically do not include the following duties, which are the sole responsibility of each Owner of a Type 1 Lot with respect to Improvements located on that Owner's Type 1 Lot (or, with respect to sidewalks, immediately adjacent to that Owner's Type 1 Lot): maintaining, repairing, replacing, restoring, or cleaning of: glass; exterior items of hardware not specifically described in Section 4.6.A (including replacing and repairing exterior doors); exterior window casements, sashes and frames, if any; window screens, storm windows, storm doors, or screen doors (other than painting and staining of the same); sidewalks and walkways; concrete or paved patios or pads; electrical and mechanical doorbells, lights, and knockers; air conditioning and heating equipment and devices (including heat pumps); skylights (if any), and exercising all due care in doing so and being solely responsible for any damage or liability arising therefrom; and other matters not set forth in Section 4.6.A. The Owners of Type 1 Lots shall also be responsible for maintaining, repairing, and replacing the interiors of their respective Units within the Building Structures, including without limitation, maintaining, repairing, and replacing electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances (whether built-in or free-standing), air conditioning, heating, sewage disposal, and interior fire protection systems and all amenities and hardware located within the interiors of the Building Structures. Each Owner of a Type 1 Lot shall also be responsible for removal of snow and ice from that Owner's Type 1 Lot.

C. Jointly by the Type 1 Lot Owners.

Subject to this Section, in the event repair or replacement of the common foundations of a Building Structure or common firewalls (which term shall have the same meaning as party walls) of a Building Structure should become necessary or appropriate, then the Owners of the Units within the Building Structure that require such repair or replacement shall be jointly responsible for such repair and/or replacement, and the Owners of such affected Units shall share equally in the expense of such repair and replacement. In the event an Owner of a Type 1 Lot determines repair or replacement of the common foundations or common firewalls of a Building Structure is necessary or appropriate, that Owner shall notify the other Owners of the affected Units within the Building Structure of the need to perform such repair or replacement. If a majority of the Owners of the affected Units within the Building Structure agree that such repair or replacement is necessary, they shall jointly cause such work to be performed, and each Owner of an affected Unit shall pay an equal portion of the expense of such work. If an Owner of an affected Unit determines repair or replacement of the common foundations or common firewalls of a Building Structure is necessary or appropriate and a majority of the Owners of the

4.6.C - Begins  
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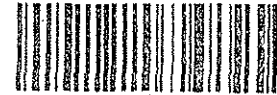
other Units affected or claimed to be affected do not concur with such determination, then the Owners of the Units affected (or claimed to be affected) shall mutually agree upon and retain a professional engineer licensed in the State of Oregon having at least five (5) years experience in such matters to inspect the common foundations or common firewalls, and such engineer shall make a determination as to whether such repair or replacement is required. The determination of such engineer shall be binding on the affected Owners, and all expenses and fees of the engineer and of the repair or replacement work required to be performed, if any, shall be borne as provided in this Section. In the event the Owners of Units so affected or claimed to be so affected cannot agree upon a professional engineer having the required qualifications within a thirty (30) day period, then any of the affected Owners may make application to the ACC, which shall select such engineer having the requisite qualifications. The fees and expenses of the engineer shall be shared equally by the Owners of the Units affected or claimed to be affected. In the event the Owner of an affected Unit fails to contribute to the expense of repair or replacement of the common foundation or common firewalls by thirty (30) days after written demand therefor, then the amount not paid or reimbursed, as well as interest thereon at the rate of twelve percent (12%) per annum from the date of such written demand, shall become a charge and lien against the Owner of a Unit failing to make such payment or reimbursement. Each Owner of a Type 1 Lot shall be deemed to have agreed, by acceptance of a deed conveying the Type 1 Lot, that any such lien shall be effective, without the necessity of obtaining the joinder of such Owner in the execution of any instrument, upon the filing by another Owner of a Type 1 Lot of a claim of lien in the Official Records of Washington County, Oregon.

#### Section 4.7 Prohibited Activities

The following activities are expressly prohibited within any Common Maintenance Area or Common Area: i) the removal of any tree greater than six (6) inches dbh without the written consent of the Board, the written consent of Washington County, and the written opinion of a certified Arborist that the tree is diseased and will not survive, or the tree poses a substantial threat of property damage or personal injury; ii) the removal of any other vegetation without the written consent of the Board and Washington County; iii) the division, partitioning, or splitting of any Common Area without the written consent of Washington County; iv) the modification, grading, excavation, filling or other activities which would alter the topography or vegetative cover of any Common Maintenance Area or Common Area without the written consent of Washington County; v) the disposal or placement of any debris, refuse, soil, rock, landscape debris or other deleterious materials; vi) parking, storage, repair, or disposal of any motor vehicle; vii) motor vehicle access (except as may be necessary for repairs or maintenance approved by the Board or in conjunction with maintenance of public or private utilities.

### ARTICLE V - ARCHITECTURAL REVIEW





2002-18358

#### Section 5.1 Architectural Control Committee

A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of the number of members as determined by the Board, except that the ACC shall consist of not less than three (3) members.

A. The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as there is Class B membership. Thereafter the Board shall appoint the members of the ACC. Members of the ACC may be terminated and/or replaced by the Board with or without cause.

B. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.

C. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

#### Section 5.2 Architectural Manual

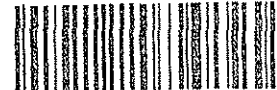
The Board may adopt, and from time to time, amend modify, or revise an Architectural Manual. Adoption of the Architectural Manual may occur without the consent of anyone prior to conveyance of the first Lot to an Owner other than the Declarant. Amendments, modifications, or revisions to the Architectural Manual may be made by the Declarant, without the consent of anyone prior to conveyance of the first Lot to an Owner other than the Declarant. Thereafter the ACC shall have the right to amend, modify, or revise the Architectural Manual, subject to the approval of the Board. No such amendments, modifications, or revisions shall affect any prior ACC approval.

#### Section 5.3 Scope of Review

No building, fence, wall, patio, deck, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or repaired upon any portion of the Property without the prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article V.

#### Section 5.4 Submission of Plans

Before the initiation of construction upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information



2002-18358

deemed necessary by the ACC for the performance of its function pursuant to the procedure outlined in the Architectural Manual (if any). In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

#### Section 5.5 Plan Review

Upon receipt by the ACC of all of the information required by this Article V, it shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material compatible with the other structures in the Property; (ii) the improvements will not violate any restrictive covenant or encroach upon any easement or cross building set back lines; (iii) the improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the ACC; and (v) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (six (6) months for the construction of a complete house). If the ACC fails to issue its written approval, or rejection, within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

#### Section 5.6 Non-conforming Structures

If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

#### Section 5.7 Immunity of ACC Members

No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

#### Section 5.8 Limited Review

Any review and approval made by the ACC is limited to compliance with the intent of the architectural standards of the neighborhood as may from time to time be established by the Board and/or the Architectural Manual. The review and approval made by the ACC is not



to be construed as superseding, replacing, or modifying any review, approval, or permit required by any local, state or federal jurisdictional agencies. It is the applicant's responsibility to obtain and comply with any permits that may be required by any local, state, or federal jurisdictional agency.

#### Section 5.9 Address for Notice

Requests for ACC approval or correspondence with the ACC shall be addressed to Strathmoor Architectural Control Committee, P.O. Box 23099, Tigard, OR 97281 or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in a form satisfactory to the ACC.

### **ARTICLE VI - EASEMENTS**

#### Section 6.1 Utility Easements

As long as the Declarant owns a Lot, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements. The Association shall also have the right to grant the easements described herein, subject to the approval of the Declarant so long as Declarant owns a Lot.

#### Section 6.2 Declarant's Easement to Correct Drainage

Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

#### Section 6.3 Easement for Unintentional Encroachment

The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Area caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive



2002-18358

easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

#### Section 6.4 Entry Easement

If the Owner of any Lot fails to maintain the Lot as required herein, or if there is an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

#### Section 6.5 Reserved Easements

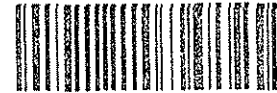
Easements for installation and maintenance of utilities, storm water retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

#### Section 6.6 Temporary Completion Easement

All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twenty-four (24) months after the date such Lot is conveyed to the Owner by the Declarant.

#### Section 6.7 Perimeter Fence Easement

An easement is hereby declared for the benefit of the Declarant, its employees, subcontractors, successors and assigns as may be expedient or necessary for the construction of fencing along the perimeter of the Property. Such easement shall also benefit the Association, its successor or assigns, as may be expedient or necessary to maintain such perimeter fences. The perimeter fences shall not be removed, altered, or connected to.



2002-18358

#### Section 6.8 Maintenance Easements

An easement is hereby granted and reserved in favor of the Association and its successors, assigns, contractors, property managers, agents and employees over, across, upon, and under each Type 1 Lot, the exterior portions of the Units on each Type 1 Lot, the Common Areas, the Landscaped Areas, the Planter Strips, and any Common Maintenance Areas or other areas of the Strathmoor Subdivision necessary or appropriate for purposes of accomplishing the maintenance, repair, and replacement by the Association of Improvements or the other obligations of the Association hereunder.

#### Section 6.9 Public Access Easements

A. As set forth on the Plat, Tracts C and N are subject to a public pedestrian and bicycle easement for the purpose of ingress and egress to SW Farmington Road.

B. As set forth on the Plat, Tracts C and N are subject to an interim public vehicular easement for the purpose of ingress and egress to SW Farmington Road. Such easement shall automatically terminate when the local jurisdictional authority accepts alternative access from the Property to a public street.

#### Section 6.10 Parking Easement

Tract C is subject to a parking easement in favor of the Association, as set forth on the Plat.

#### Section 6.11 Private Driveway Easement

Lots 5, 8, and 9 are subject to a private driveway easement, as set forth on the plat. The private driveway easements are part of the Shared Driveways, and such easements are in favor of the Owners who receive the primary benefit of the Shared Driveways as set forth in Section 4.5.

#### Section 6.12 Plat Easements

The Property shall be subject to all easements delineated on the Plat.

### **ARTICLE VII- USE, OCCUPANCY, CASUALTY, AND INSURANCE**

#### Section 7.1 Residential Use

All Lots and Units shall be kept and maintained primarily for single family residential purposes.



2002-18358

### Section 7.2 Commercial, Institutional, or Other Non-Residential Uses

No commercial, institutional, or other non-residential use (including residential day care facilities) shall be conducted on any Lot without the written approval of the Board. The Board shall not unreasonably withhold consent to a non-residential use if only normal residential activities would be observable outside of the Building Structure and the activities would not be in violation of applicable ordinances nor create additional traffic or the need for additional parking. The Board shall not allow a use that diminishes the residential character of the Lot or neighborhood or imposes a nuisance on the neighborhood. Any such use must comply with all the use restrictions of this Declaration and all applicable law, including, without limitation, zoning requirements. Any Owner wishing to conduct any commercial, institutional, or other non-residential uses on any Lot shall first apply to the Board for approval of such use and shall provide to the Board any information deemed necessary by the Board to evaluate the impacts of such use on the neighborhood. The decision of the Board shall be final and conclusive. The Board may review, and repeal, any such approval from time to time at the discretion of the Board if, in the opinion of the Board, the use has changed or increased to a level not consistent with the original approval. In no event shall the decision of the Board as to permissibility of a requested non-residential use be construed as a representation of the legal permissibility of such use. This Section 7.2 does not restrict the right of an Owner to maintain Owner's professional personal library, keep Owner's personal business or professional records or accounts or handle Owner's personal business or professional telephone calls in Owner's Unit.

### Section 7.3 Garage Sales

The provisions of this Article shall not apply to garage sales conducted entirely on an Owner's Lot in accordance with the guidelines (if any) established by the Association, provided that no Owner shall conduct more than one (1) garage sale of no more than three (3) days duration during any six (6) month period.

### Section 7.4 Declarant Use

The provisions of this Article shall not apply to the use of any Lot or Unit by the Declarant as i) a model home, sales office, or construction office; or ii) the use of any Lot as a site for a sales office trailer or construction office trailer.

### Section 7.5 Owner Insurance

Each Owner of a Lot shall obtain, and maintain in effect, from a reputable insurance company authorized to do business in the State of Oregon, public liability and property damage insurance with respect to such Lot in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per person per occurrence. Additionally, each Owner shall obtain and maintain in effect, from such companies, fire and extended coverage casualty insurance with respect to the Owner's Unit in an amount equal to one hundred (100) percent of the replacement

26  
25  
Owner's  
Fire



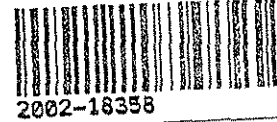
cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to that Owner's personal property. No Owner shall be obligated to obtain any of the insurance coverages described in Section 4.2, nor shall any insurance coverage obtained by an Owner (or such Owner's mortgagee) be brought into contribution with insurance obtained by the Association.

#### Section 7.6 Casualty to Shared Driveways

The Association shall be responsible for repairing, reconstructing, and rebuilding all damage to or destruction of the structural components of the Shared Driveways, subject to the provisions of this Section 7.6 and of Section 8.8. The Association shall rebuild and/or restore the damaged or destroyed portions of the structural components of the Shared Driveways to substantially the same condition in which these existed prior to such damage or destruction, unless at least seventy-five percent (75%) of the Owners having the primary benefit of the damaged or destroyed Shared Driveways, plus Owners of at least seventy-five percent (75%) of all of the Shared Driveway Lots and at least seventy-five percent (75%) of first mortgagees of all Shared Driveway Lots agree that the damaged or destroyed portions shall not be rebuilt and/or restored. Rebuilding and/or restoration shall begin within sixty (60) days following the damage or destruction or as soon as reasonably practicable thereafter. If the proceeds of the insurance policies held by the Association are insufficient to fund the full cost of rebuilding and/or restoration, the difference between the amount of such proceeds and such cost shall be charged to all Owners of Shared Driveway Lots by means of a Limited Assessment. If the required number of Owners and first mortgagees of Shared Driveway Lots agree that the damaged or destroyed portions of the Building Structures and/or Shared Driveways shall not be rebuilt and/or restored, the proceeds of the insurance policies held by the Association shall be distributed on an equitable basis among the Owners of the affected Shared Driveway Lots in such manner as the Board shall determine. The Association shall represent the Owners of Shared Driveway Lots in any proceeding, negotiation, settlement, or agreement relating to the payment of proceeds under any insurance policies held by the Association.

#### Section 7.7 Casualty to Type 1 Lots

The Association shall be responsible for repairing, reconstructing, and rebuilding all damage to or destruction of the structural components of the Building Structures, subject to the provisions of this Section 7.7 and of Section 8.8. The Association shall rebuild and/or restore the damaged or destroyed portions of the structural components of the Building Structures to substantially the same condition in which these existed prior to such damage or destruction, unless at least seventy-five percent (75%) of the Owners of Units within the damaged or destroyed Building Structures ("Affected Owners"), plus Owners of at least seventy-five percent (75%) of all of the Type 1 Lots and at least seventy-five percent (75%) of first mortgagees of all Type 1 Lots agree that the damaged or destroyed portions shall not be rebuilt and/or restored. Rebuilding and/or restoration shall begin within sixty (60) days following the damage or destruction or as soon as reasonably practicable thereafter. If the proceeds of the insurance



policies held by the Association are insufficient to fund the full cost of rebuilding and/or restoration, the difference between the amount of such proceeds and such cost shall be charged to all Affected Owners by means of a Limited Assessment. If the required number of Owners and first mortgagees of Type 1 Lots agree that the damaged or destroyed portions of the Building Structures shall not be rebuilt and/or restored, the proceeds of the insurance policies held by the Association shall be distributed on an equitable basis among the Affected Owners in such manner as the Board shall determine. The Association shall represent the Owners of Type 1 Lots in any proceeding, negotiation, settlement, or agreement relating to the payment of proceeds under any insurance policies held by the Association.

## ARTICLE VIII- PROPERTY RIGHTS

### Section 8.1 Owner's Use and Occupancy

The Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. As such rights of an Owner of a Lot with respect to the Landscaped Area, Planter Strip, and the exterior of that portion of the Building Structure on such Owner's Lot is subject to the rights of the Association under this Declaration. Declarant, the ACC and any representative of the Association authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of and/or Improvements on such Lot are then in compliance with this Declaration. No such entry shall be deemed to constitute a trespass, conversion, or otherwise create any right of action in the Owner of such Lot.

### Section 8.2 Owners' Easements of Enjoyment

Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas affecting the welfare of Association members.

B. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for public right-of-way purposes. Any other transfer or mortgage of Common Areas requires the consent of at least seventy-five percent (75%) of the votes outstanding, and the consent of the Declarant so long as Declarant owns a Lot.





D. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

#### Section 8.3 Effect of Declaration

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

#### Section 8.4 Rezoning Prohibited

No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the prior written consent of the Board and Declarant so long as Declarant owns a Lot, which may be withheld in the Board's or Declarant's sole discretion, as applicable. Declarant or the Board may enforce this covenant by obtaining an injunction against any non-approved rezoning at the expense of the enjoined party.

#### Section 8.5 Lot Consolidation and Division

No Lot may be consolidated with another Lot and no Lot may be subdivided.

#### Section 8.6 Drainage Alteration Prohibited

The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant. No Owner shall fill or alter any drainage swale established by the Declarant, nor shall any Owner install landscaping or other improvements that divert surface water runoff from the drainage patterns, swales and easements established by the Declarant without the prior, written approval of the ACC.

#### Section 8.7 Private Utilities

Private Utilities may be located in each of Tract D, Tract E and Tract F and in some of the Type 1 Lots adjacent to said Tracts, as shown on the Plat. Each Owner of a Type 1 Lot shall be solely responsible for the maintenance, repair, and replacement of the Private Utilities serving each Owner's Type 1 Lot and the expense therefor. Installation, maintenance, repair, and replacement of the Private Utilities shall be performed with a minimum amount of interference to the Tracts and a minimum amount of disruption to the other Owners. In the event an Improvement, the Private Utilities or other utilities are damaged in connection with



maintenance, repair, or replacement of the Private Utilities, then the Owner of the Type 1 Lot responsible for such damage shall, at such Owner's sole expense, repair the damage as soon as possible, but in no event later than fifteen (15) days after the damage occurred. Nothing in this Section shall affect or diminish any obligation of utility companies to maintain, repair, and replace any of the Private Utilities.

In particular, there shall be a private waterline utility easement in Tract D, Tract E and Tract F in their entirety as well as within the three-foot-wide area around the perimeter of said Tracts, that falls within the adjacent Type 1 Lots.

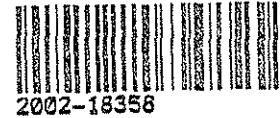
#### Section 8.8 Damage or Destruction By Owner

If damage to a Shared Driveway or Improvement beyond ordinary wear and tear is directly attributable to an Owner or the family members, invitees, licensee, or guest of an Owner, then that Owner shall repair such damage or destruction as soon as reasonably practicable, but in no event later than fifteen (15) days after the date the damage occurred, at his or her sole expense and without a right of reimbursement. If an Owner fails to repair such damage timely, the Association shall have all rights of enforcement and remedies set forth under this Declaration. Nothing in this Section 8.8 shall relieve an Owner of the responsibility to repair damage or destruction by the Owner or the family members, invitees, licensees, or guests of an Owner to Shared Driveways or Improvements that constitute common elements required by the state building code as defined in ORS 455.010.

#### Section 8.9 Irrigation of Type 1 Lot

Each Unit on a Type 1 Lot may have a control panel and valves (the "Control Panel and Valves") that is connected to an underground sprinkler system (the "Underground Sprinkler System") that irrigates the Landscaped Areas and Planter Strips. The Association shall own the Underground Sprinkler System upon installation. Without the prior written consent of the ACC and in any event only to the extent of that written consent, no Owner of a Type 1 Lot shall handle, disturb, manipulate, adjust, disconnect, or in any way use or alter the Control Panel and Valves or Underground Sprinkler System, the use and operation of which is reserved to the Association, its employees, contractors, licensees, and agents. An easement and right is hereby reserved in favor of the Association, its employees, contractors, licensees, and agents to locate, install, use, operate, and maintain and repair the Control Panel and Valves and Underground Sprinkler System. Nothing in this Section shall restrict or prohibit use by an Owner of a Type 1 Lot of a separate hose bib at each Unit on a Type 1 Lot.

### **ARTICLE IX - USE RESTRICTIONS**



#### Section 9.1 Use of Landscaped Areas

Landscaped Areas shall be used exclusively for landscaping and concrete or paved patios or pads and, only with the prior written consent of the ACC, decks.

#### Section 9.2 Interior Walls

Each Owner of a Type 1 Lot shall ensure that the wall(s) separating such Owner's Unit from other Units within the same Building Structure are not punctured or otherwise breached by such Owner or Owner's lessees, invitees, contractors, or family members, except in connection with repair and replacement activities set forth in Section 4.6.

#### Section 9.3 Exterior Lighting or Noise-making Devices

Except with the consent of the ACC, no exterior light or noise-making devices, other than security and fire alarms, shall be installed or maintained on any Type 1 Lot. The ACC may require shielding to reduce glare on or onto other Type 1 Lots.

#### Section 9.4 Parking on Shared Driveways

No parking of vehicles shall be permitted on the Shared Driveways, except as designated or permitted by the Association on those portions of Tract C subject to the parking easement specified in Section 6.10, or as approved by the local review authority and the Board.

#### Section 9.5 Structural Integrity of Building Structures

No Owner of a Type 1 Lot shall alter, tamper, modify, or affect the structural elements of any Building Structure necessary for lateral stability, including, without limitation, horizontal or vertical strapping, foundation tie downs, and plywood sheathing, without (i) the prior analysis and approval of a structural engineer registered and licensed in the State of Oregon, (ii) the prior written approval by the ACC of plans and specifications prepared by the Owner or Owner's professional in accordance with Article V, and (iii) a permit issued by the local jurisdictional authority.

#### Section 9.6 Nuisances

No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Board shall have the sole authority to determine nuisances and their decision shall be final and conclusive.



#### Section 9.7 Development Activity

Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

#### Section 9.8 Temporary Structures

No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant to use trailers or outbuildings as sales offices, construction offices, material storage facilities, or sanitation facilities.

#### Section 9.9 Signs

No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the subdivision or carried by any person or by any other means displayed within the subdivision except as provided below:

##### A. "For Sale" Signs

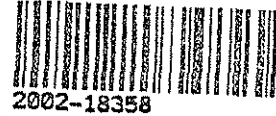
An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

##### B. "For Rent" Signs

An Owner may erect one (1) sign not exceeding three (3) square feet in area advertising the property for rent. Such signs shall be visible from the front of the Unit only, and shall be displayed from within the Unit. No such sign shall be erected within a lawn or landscape area on any Lot, or attached to the outside of the Unit.

##### C. Declarant's Signs

Signs or billboards may be erected by the Declarant and are exempt from the provisions of this Section.



D. Political Signs

Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

E. Subdivision Identification Signs

Signs, monumentation or billboards may be erected by the Declarant or the Association to identify the subdivision, with approval from the local jurisdictional authority, if applicable.

F. Commercial Vehicle Emblems

Vehicle displaying commercial emblems shall not be kept or parked on any Lot except as provided in Section 9.10.

Section 9.10 Campers, Boats, Recreational Vehicles, Commercial Vehicles, and other Non-Passenger Vehicles

No campers, boats, boat trailers, recreational vehicles, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories shall be kept or stored on any Lot except (i) with the Board's approval, or (ii) as provided below:

A. Campers, boats, boat trailers, recreational vehicles, recreational trailers, and other non-passenger vehicles, equipment, implements, or accessories shall not be stored or kept on any Lot unless the same are fully enclosed within the garage located on such Lot and/or said vehicles and accessories are in an operable condition and are screened from view by a screening structure or fencing approved by the Board.

B. No commercial vehicle bearing commercial insignia or names shall be kept or stored on any Lot unless approval of the Board is granted. Commercial vehicles bearing commercial insignia or names that are (i) temporarily parked on any Lot for the sole purpose of serving such Lot, or (ii) kept within an Owner's garage at all times are exempt from this restriction. The Board, as designated in this Declaration, shall have the absolute authority to grant approval for storing or keeping a commercial vehicle on a Lot. Notwithstanding the foregoing, the Board shall not unreasonably withhold consent to keep a commercial vehicle bearing insignia or names where such vehicle is driven by an Owner pursuant to Owner's primary job. Any Owner wishing to keep a commercial vehicle on any Lot shall apply for approval to the Board, and shall provide such information as the Board, in their sole authority, may require. The Board may from time to time in their sole discretion review the approval to keep a commercial vehicle on any Lot to determine if the vehicle complies with the intent of the original approval. Upon an adverse determination by the Board, any commercial vehicle shall be removed and/or otherwise brought into compliance with the requirements of this Section.



C. No disabled vehicles, campers, boats, boat trailers, recreational vehicles, recreational trailers, or other types of non-passenger vehicles equipment, implements, or accessories may be kept or stored on any street within the Property for any period in excess of forty-eight (48) hours.

D. The Board, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said Board, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this Section.

E. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in the streets within the Property, or in any driveway or yard adjacent to a street, or that is not screened from view.

#### Section 9.11 Pets, Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than four (4) adult animals may be kept on a single Lot. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Board, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

#### Section 9.12 Garbage and Refuse Disposal

No Lot, Tract, or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, or disposed of, on any Lot or Common Area except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, debris, or recyclable materials shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage, rubbish, or recyclable materials, and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal, but shall be removed from view before the following day.



### Section 9.13 Sight Distance Easements

Sight distance easements are as depicted on Exhibit "C-1" and Exhibit "C-2" attached hereto and incorporated herein. No sight obstruction, fence, wall, hedge, tree, shrub, or planting shall be placed or permitted to remain within sight distance easements between thirty (30) inches and ten (10) feet above the roadway as measured from the top of the curb, except for occasional tree trunks, light poles, sign posts, or signs placed, or required, by governmental authority.

### Section 9.14 Parking

No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas and/or Common Maintenance Areas, or on any easement unless in use for maintaining such Common Maintenance Areas. This restriction shall not apply to driveways, streets or paved areas intended for vehicular use, provided however that parking of vehicles is prohibited on driveways, streets or paved areas intended for vehicular use except as expressly provided for in Sections 6.10 and 9.4 of this Declaration or otherwise expressly allowed by the Association. Notwithstanding anything in this Section 9.14, parking of vehicles is prohibited on any public or private street within the Property that is signed or otherwise marked for "No Parking" by a governmental authority.

### Section 9.15 Commercial or Institutional Use

No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except as set forth in Article VII.

### Section 9.16 Detached Buildings

No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any Type 1 Lot.

### Section 9.17 Fences and Hedges

No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front yard, except for fences erected by the Declarant in conjunction with model homes, or sales offices, or subdivision entry walls and fences, monumentation and landscaping, or by governmental requirement. Except as may be necessary to maintain the vision distances required by Section 9.13, side yard and rear yard fences may be erected along the property line of the Lots. All fences shall be constructed of one of the five (5) pre-approved designs specified by the ACC, or as may otherwise be approved by the ACC, except for fences erected by the Declarant in conjunction with model homes, sales offices,



subdivision entry walls and fencing, monumentation and landscaping, and except as otherwise provided in this Section. All fences shall be a maximum of six (6) feet in height except fences for sales offices, model homes, subdivision entry walls and fencing, monumentation and landscaping or as otherwise approved by the ACC. No chain-link, metal cloth or agricultural fences may be built or maintained on any Lot, except as required by governmental authority; provided however, that chain link fences may be installed, with the prior approval of the ACC, for domestic pet runs. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances for reasonable cause or to alleviate hardship as determined in the sole judgment of the ACC; provided however, the ACC may not approve a variance which contradicts the zoning and/or subdivision ordinances of the local governmental jurisdictional authority unless the jurisdictional authority has previously approved the variance. Unless otherwise agreed between Owners, side and rear yard fences that separate adjacent lots shall be owned and maintained by the Owner on whose Lot the fence exists, or if the location is indefinite, such fence will be maintained by the Owners whose Lots are involved jointly, with expenses being shared equally.

#### Section 9.18 General Landscaping and Exterior Maintenance

Decorative ground cover consisting of bark dust/mulch or rock in the front and side yard may not exceed fifty percent (50) percent of the total area of the front, side and rear yards, excluding side yards, decks, patios, or sidewalks, unless otherwise approved by the ACC or designated by the Declarant, the Board or a governmental authority. The remainder of the yard shall be lawn or sod. Growth of grasses in lawns must be properly maintained not to exceed four (4) inches in height. All landscaping located on any Lot not maintained by the Association pursuant to this Declaration shall be properly maintained at all times by the Lot Owner. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot not maintained by the Association pursuant to this Declaration shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant, the Association, and the ACC shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.

#### Section 9.19 Antennae, Satellite Dishes and Solar Collectors

No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view along the public street right-of-way directly in front (and side, in the case of a corner Lot) of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC. The ACC, as designated in this Declaration, shall have the absolute authority to determine whether an accessory is adequately screened from public view.





The authority of the ACC in this matter shall be subject to any regulations issued by the Federal Communications Commission ("FCC") or any other applicable governmental authority.

#### Section 9.20 Clothes Hanging Devices

Clothes hanging devices exterior to a dwelling shall be temporary, unaffixed structures not exceed six (6) feet in height and shall not be placed nearer to any street abutting the Lot than the side yard setback line or the back of the Unit constructed on the Lot. Clothes hanging devices shall be screened from public view by a fence approved by the ACC.

#### Section 9.21 Window Treatment

No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

#### Section 9.22 Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

#### Section 9.23 Mailboxes

Mailboxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards. Street access to mail boxes shall be continuously maintained between 8:00 a.m. and 5:00 p.m.

#### Section 9.24 Garages

Type 1 Lots must have an enclosed garage able to accommodate at least one (1) automobile. The openings of such garages must be situated within the setback lines set out in Section 9.25 below. Garages may be used as Declarant's sales offices before permanent occupancy of the main structure, however, sales offices must be converted to garages before permanent occupancy. With the exception of periods when garages are used by the Declarant as sales offices, a garage shall be maintained solely for the storage of automobiles, and no garage may be enclosed or otherwise used for habitation, nor may any garage door be removed except when necessary to repair or replace a garage door with the same type of garage door.



#### Section 9.25 Setback Lines

All buildings or other structures (including fences), permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback standards imposed by the local governmental jurisdictional authority.

#### Section 9.26 Athletic and Recreational Facilities

Outdoor athletic and recreational facilities such as basketball goals, swing sets and sport courts of a permanent nature shall not be placed on any Lot in the subdivision between the street right-of-way and the front of a Unit; placement of these facilities in a permanent nature elsewhere on the Lot shall be approved by the ACC pursuant to Article V. Temporary facilities including outdoor athletic and recreational facilities such as basketball goals may be placed on any Lot between the street and front of a Unit, utilized and removed from view from the street during the course of a day. Temporary facilities including outdoor athletic and recreational facilities such as basketball goals, hockey goals, etc shall not be placed within any street on the Property.

#### Section 9.27 Security

Neighborhood security patrols may be provided by independent contractors through the Association, from time to time; however the Association is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security of their home and property.

#### Section 9.28 Water and Sewage Systems

No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

#### Section 9.29 Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. Holiday decorations or lights for any publicly observed holiday between December 1 and December 31 of any year, may not be displayed before November 15th of any year. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

All lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by



the ACC shall be removed within thirty (30) days after the holiday has ended. The Board shall have the right, upon thirty (30) days prior written notice to designate a party to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Board, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence.

#### Section 9.30 Construction Activities

This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area and any rules promulgated by the ACC. The ACC shall have the right to promulgate reasonable rules and restrictions regulating such construction activities. In the event that construction upon any Lot does not conform to any ACC rule or the usual construction practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which is offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Lot Owner shall be liable for all expenses incurred in connection therewith.

#### Section 9.31 Unit Height

All residential building units shall be limited to two (2) stories in height and the highest point of any structure shall not violate any height restrictions imposed by the zoning ordinances of the local governmental jurisdictional authority. The ACC, in its sole discretion, shall determine whether a Unit meets the criteria of a two-story building.

#### Section 9.32 Retaining Walls

No retaining wall may exceed four (4) feet in height unless otherwise approved by the ACC. Retaining walls may extend into the required front, side or rear setback lines of a Lot. Any retaining wall, which exceeds two (2) feet in height, shall be designed by a qualified Professional Engineer licensed to practice engineering in the State of Oregon. Retaining walls constructed by the Declarant shall be exempt from this Section.



## ARTICLE X - PICKETING AND DEMONSTRATIONS

### Section 10.1 Prohibitions

By acceptance of the deed to any Lot covered by this Declaration, the Owner covenants and agrees with the Owners of all other Lots within the subdivision, that no Owner or resident of any Lot shall engage in picketing, protest marches, sit-in demonstrations, protest speeches or other forms of public protest, including without limitation, displaying signs or placards within public view, upon any Lot or within any Common Area, easement or street right-of way adjacent to any Lot, or affixed to any vehicle or apparatus upon or adjacent to any Lot. This prohibition shall not affect the right of any person to participate in any other form of public protest conducted outside the area depicted on the recorded subdivision Plat. No Owner or resident of any Lot shall engage in conduct that tends to vilify, ridicule, denigrate, or impugn the character of any other Owner or resident if such conduct occurs on any Lot, Common Area, easement or street depicted on the subdivision Plat.

### Section 10.2 Acceptance of Prohibitions

Each Owner, by acceptance of the deed to any Lot, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on his or her constitutional right of free speech and to recognize and agree that all Owners have the right to the peaceful enjoyment of their property; the right of privacy; the right to practice their own religion; the freedom of association; the right to engage in a profession, business or life-style of their own choosing provided that the conduct of such profession, business or life-style is not illegal and does not otherwise violate any provision of this Declaration.

## ARTICLE XI - ANNEXATION

### Section 11.1 Annexation by Declarant

At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately sixty-seven (67) Lots in the subdivision, including the Lots shown on the Plat, and Lots expected to be created in property to be annexed to the subdivision, but this number may be adjusted at the sole discretion of Declarant. Declarant shall have no obligation of any kind to annex any additional property to the Property.

#### A. Eligible Property

Any or all of certain real property in Washington County included on the Plat or located adjacent to ("adjacent" property shall include property on the other side of a street) or



contiguous with the Property shall be eligible for annexation. There is no limitation on the number of Lots which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.

B. Consent or Joinder Not Required

No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

C. Declaration of Annexation

Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

- i) establish such new land classifications and Types of Lots and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;
- ii) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or
- iii) contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

Without limitation of the meaning of the foregoing provisions of this Section, in any Declaration of Annexation Declarant may, but shall not be obligated to, establish different Types of Lots and have particular rights and obligations pertain to different Types of Lots, establish easements particular to different Lots, establish assessments that pertain only to certain Types of Lots, establish maintenance obligations of the Association or of Owners that vary in accordance with different Types of Lots or different tracts of Common Area, establish insurance and casualty provisions that relate to certain Types of Lots and not others, and establish Shared Driveways that benefit particular Lots to the exclusion of other Lots and provisions particular to such Shared Driveways.

D. Voting Rights; Allocation of Assessments

Upon annexation, additional Lots so annexed shall be entitled to the voting rights as set forth in Section 2.2, and assessments shall be reallocated and reapportioned in the manner set forth in Section 2.5.



#### E. FHA/VA Approval

So long as there is Class B membership, Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA (or one of them, if application to only one of them is appropriate) notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

#### Section 11.2 Annexation by Action of Members

At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved by at least seventy-five percent (75%) of the outstanding votes, and by FHA and VA as set forth in Subsection 11.1.E above and by Declarant so long as Declarant owns at least one (1) Lot. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 11.1.C above executed by the parties herein described.

#### Section 11.3 No Duty to Annex

Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

### **ARTICLE XII - GENERAL**

#### Section 12.1 Remedies

If any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association shall occur, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including



court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

#### Section 12.2 Fines Imposed by the Association

In addition to any other remedies available to the Association hereunder and subject to the requirements of ORS 94.630(1)(n), the Association shall have the right to impose reasonable fines upon an Owner who violates the Declaration, Bylaws and any rules or regulations of the Association, in the manner and amount the Board deems appropriate in relation to the violation.

#### Section 12.3 Term and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless a signed petition containing the signatures of at least seventy-five percent (75%) of the votes outstanding is presented to the Board or other duly appointed and authorized persons, which shall authorize the Board, or other duly appointed and authorized persons, to execute and properly record a notice of termination of this Declaration in the Deed Records of Washington County, Oregon. This Declaration may be amended at any time during the first thirty (30) year period or any extension thereof, by a signed petition containing the signatures of at least seventy-five percent (75%) of the votes outstanding, and the consent of the Declarant so long as the Declarant is a Class B Member. Upon presentation to the Board, or other duly appointed and authorized persons, the president and secretary shall execute an instrument amending this Declaration and certifying that the amendment was adopted in accordance with this Declaration and ORS 94.590, which certification shall be properly acknowledged in the manner of acknowledgment of deeds, and the Board, or other duly appointed and authorized persons, shall record the instrument amending this Declaration; provided that, any amendment to the provisions of this Declaration that relates solely to, or that imposes additional disproportionate burdens upon or takes away or impairs an existing right particular to, any one Type of Lot shall, in addition to the voting requirements stated previously in this sentence, require a signed petition containing the signatures of at least seventy-five percent (75%) of the votes outstanding from and among the Owners of the Type of Lot that is so affected, and the consent of Declarant, so long as Declarant owns at least one of that Type of Lot, being presented to the Board, or other duly appointed or authorized persons, which shall authorize the president and secretary, to execute and properly



record an instrument amending those provisions of this Declaration that relate to the Type of Lot that is so affected. The president and secretary shall certify in such amendment that the amendment was adopted in accordance with this Declaration and ORS 94.590 and such certification shall be acknowledged in the manner of acknowledgment of deeds. Accordingly, for illustrative purposes only and not as a limitation, the provisions of Section 4.6 herein may be amended only with a signed petition containing the signatures of at least seventy-five percent (75%) of the votes outstanding and the consent of Declarant so long as Declarant is a Class B Member, and a signed petition containing the signatures of at least seventy-five percent (75%) of the votes outstanding from and among the Owners of the Type 1 Lots and Declarant, so long as Declarant owns at least one Type 1 Lot, being presented to the Board, or other duly appointed or authorized persons, which shall authorize the president and secretary to execute and the Board, or other duly appointed or authorized persons to properly record an instrument amending such Section 4.6. For purposes of voting on an amendment to this Declaration pursuant to this Section 12.3, Declarant shall be treated as a Class A member with one (1) vote per Lot owned. Subject to the provisions of Section 12.4, notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend or repeal this Declaration at any time before the closing of the sale on the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in the Deed Records of Washington County, Oregon. Declarant further reserves the right at any time to amend this Declaration, or any amendment hereto, in order to correct scrivener's errors. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without Declarant's written consent or change the boundaries of any Lot or any use to which any Lot is restricted unless the Owners of the affected Lots consent to the amendment.

#### Section 12.4 FHA/VA Approval of Amendments

Amendments shall be subject to prior approval of FHA and/or VA in accordance with the procedure as described in Section 11.1.E, for so long as there is Class B membership in the Association.

#### Section 12.5 Regulatory Amendments

Notwithstanding the provisions of Section 12.3, until the Turnover Meeting described in the Bylaws, Declarant shall have the right to amend this Declaration or the Bylaws in order to comply with the requirements of any applicable statute, ordinance, regulation or guideline of the Federal Housing Administration, the Veterans Administration, the Farmers Home Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, any department, bureau, board, commission or agency of the United States or the State of Oregon, or any corporation wholly owned, directly or indirectly, by the United States or the State of Oregon that insures, guarantees or provides financing for a planned community or lots in a planned community.





#### Section 12.6 Severability

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

#### Section 12.7 Rights and Obligations

The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

#### Section 12.8 Miscellaneous Provisions

Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

##### A. Notice to Institutional Holders of First Mortgage Liens

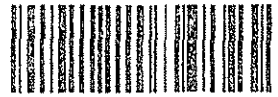
The following actions will require notice to all institutional holders of first mortgage liens: (i) abandonment or termination of the Association; or (ii) material amendment to the Declaration.

##### B. Notice to Institutional Holders of First Mortgage of Default or Liens

Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued before the time such holder comes into possession of the dwelling.

##### C. Consent of Institutional Holders of First Mortgage Liens

Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote per Lot for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:



2002-18358

i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein except for the purpose of dedication for public right of way. (The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.);

ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

iii) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the Units or maintenance of the Units or Lots;

iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred (100) percent of the insurable value (based on current replacement costs).

#### Section 12.9 Personal Pronouns

All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

#### Section 12.10 Headings

The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

#### Section 12.11 Conflicts

If there is a conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

#### Section 12.12 Partial Invalidity

The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.



Section 12.12 Partial Invalidity

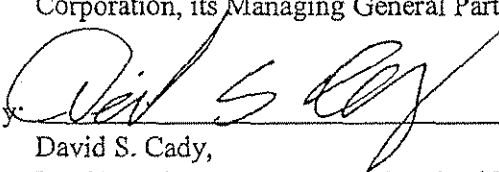
The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of this 8th day of February, 2002.

**DECLARANT:**

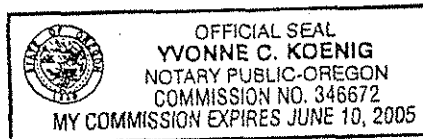
**CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP**

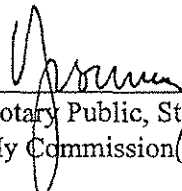
By: Centex Real Estate Corporation, a Nevada Corporation, its Managing General Partner

By:   
David S. Cady,  
Land Development Manager, Portland Division

STATE OF OREGON }  
COUNTY OF CALAKAMAS }

The foregoing instrument was acknowledged before me the 8th day of February 2002, by David S. Cady, Land Development Manager, Portland Division of Centex Real Estate Corporation the managing general partner of Centex Homes, a Nevada general partnership on behalf of said corporation and partnership.



  
Notary Public, State of Oregon  
My Commission Expires: JUNE 10, 2005



2002-18358

## EXHIBIT "A"

### PROPERTY SUBJECT TO DECLARATION

The property known as Strathmoor, is Lots 5 through 12 and Lots 35 through 42 and Tracts A, C, D, E, F and N, as shown on the duly recorded plat of Strathmoor, located in Washington County, Oregon, according to the plat recorded in the Plat Records of Washington County, Oregon, contemporaneously herewith.

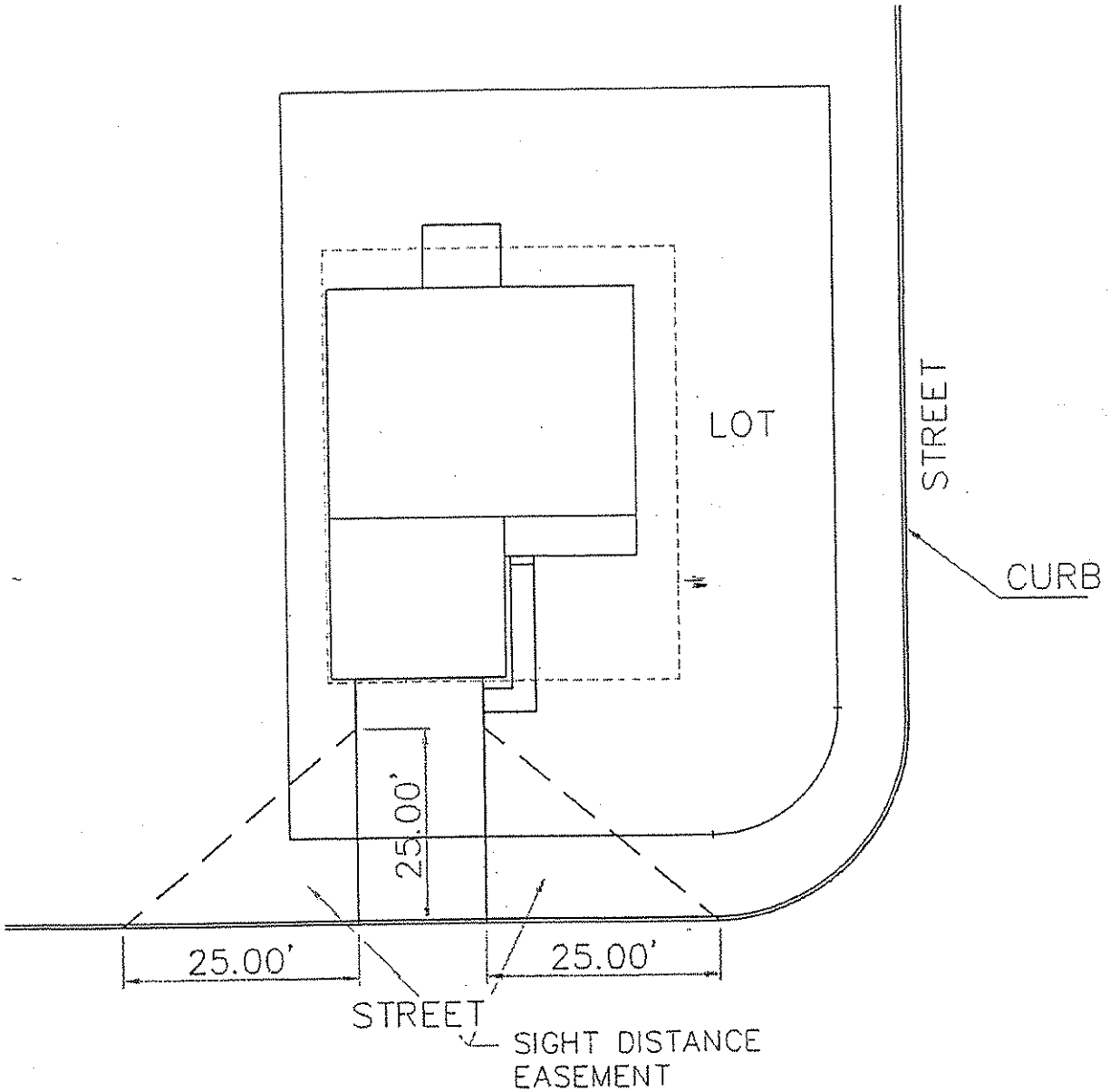


**EXHIBIT "B"**

**COMMON PROPERTY LEGAL DESCRIPTION**

Tracts A, C, D, E, F and N as shown on the duly recorded plat of Strathmoor, located in Washington County, Oregon, according to the plat thereof recorded in the Plat Records of Washington County, Oregon, contemporaneously herewith.

EXHIBIT "C - 1"

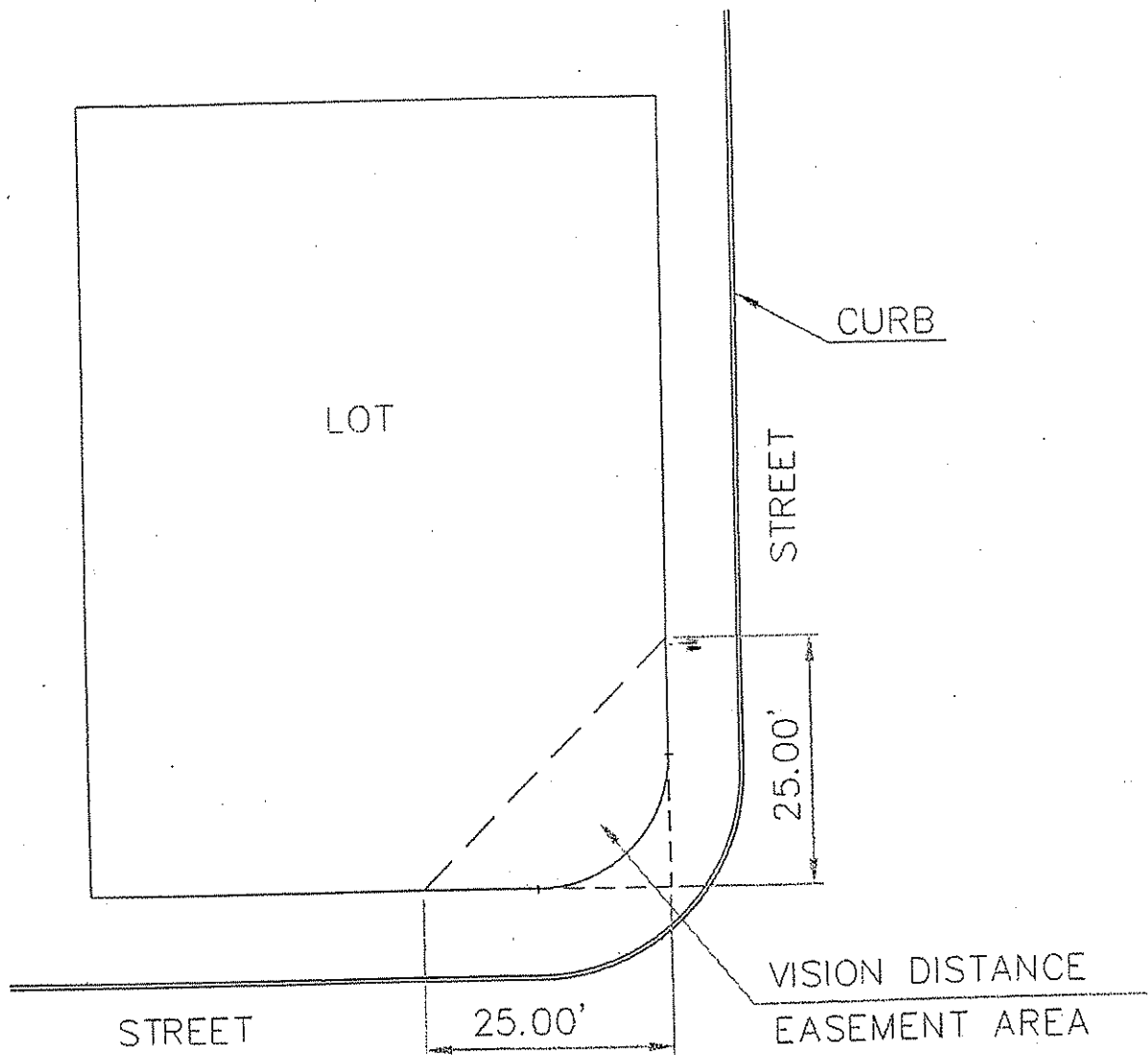


TYPICAL SIGHT DISTANCE EASEMENT  
AT DRIVEWAY APPROACHES



2002-18358

EXHIBIT "C - 2"



TYPICAL VISION DISTANCE EASEMENT  
AT STREET INTERSECTIONS